

Kicks Entertainment Privacy Policy & Website Terms

[Privacy Policy](#)

[Cookies](#)

[Conditions of Use](#)

Kicks Entertainment's Privacy Policy explains:

- What information we collect and why we collect it
- How we use that information
- The choices we offer, including how to access and update information.

kicksentertainment.com.au is owned and operated by Kicks Entertainment. We're an Australian registered company with ABN 58 155 382 326. Our postal address is PO Box 482, Dickson, ACT 2612. Our email address is hello@kicksentertainment.com.au. Kicks Entertainment is our business name. This privacy policy applies to all websites owned by Kicks Entertainment, including but not exclusive to spilt-milk.com.au, oktoberfestparklands.com.au, thecommonsstreetfeast.com.au.

Protecting your privacy as a user of our Websites is important to us and we strive to keep all information relating to you confidential in accordance with this statement. As part of the normal operation of our services you may voluntarily provide us with information about yourself. The purpose of this Privacy Policy is to explain what Personal Data we collect about you, how that Personal Data might be used and how we protect your Personal Data and privacy.

We will be happy to answer any enquiries from you regarding this Privacy Policy, the Personal Data we hold about you or the use we make of it. If you have any questions please contact our Privacy Officer:

ryan@kicksentertainment.com.au

PO Box 482, Dickson, ACT 2612

Information we collect

We collect information to provide better services to all of our users, including your location (suburb, city & state), language and devices.

We collect information in the following ways:

- **Information you give us.** For example, when you sign up for email newsletters. When you do, we ask for personal information like your name, email address, postcode and date of birth.
- **Information we get from your use of our website.** We collect information via Google Analytics and other third party pixels about the services that you use and how you use them. This information often views and interacts with our ads.
- **Information we get from our event partners.** When you purchase tickets via our authorized ticket agents, these ticket agents may give us certain information about you. This includes your name, email address, DOB, gender and postcode.

Device information

We use Google Analytics to collect device-specific information (such as your hardware model, operating system version and unique device identifiers).

Location information

When you use our website, Google Analytics and other third party pixels may collect and process information about your location. Google Analytics uses various technologies to determine location, including IP address, GPS, and other sensors that may, for example, provide Google with information on nearby devices, Wi-Fi access points and cell towers.

This information is only used in aggregate form to analyse, manage and develop the Website and is not linked to any individual.

How we use information we collect

We use the information we collect from all of our services to provide, maintain, and improve them. We also use this information to offer you tailored content – like giving you more event information.

We use information collected from cookies and other technologies, like pixel tags, to improve your user experience and the overall quality of our services. You may set your browser to block all cookies, including cookies associated with our services, or to indicate when a cookie is being set by us. Learn more about cookies below.

We will ask for your consent before using information for a purpose other than those that are set out in this Privacy Policy.

We will use all Personal Data for the purpose of providing you with the services you have requested in accordance with the Conditions.

Marketing

From time to time, we may use your Personal Data to let you know about other services and products that we or our associated companies provide and to provide news about our events. This will be in accordance with the preferences for Kicks Entertainment which you have registered with us.

Legal requirements

We reserve the right to access and disclose Personal Data to comply with applicable laws and lawful government requests or requests by the police investigating suspected illegal activities, to operate our systems properly or to protect ourselves or other the Website users. We also reserve the right to disclose Personal Data to third parties if a complaint arises concerning your use of the Websites, and that use is deemed by us to be inconsistent with the Conditions.

Public Forums

The Websites may make available chat rooms, forums, message boards, and news groups. Please remember that any Personal Data that you disclose in these areas of the Website becomes public information and you should exercise caution when deciding to disclose any information on them.

Accessing and updating your personal information

Whenever you use our services, we aim to provide you with access to your personal information. If that information is wrong, we strive to give you ways to update it quickly or to delete it – unless we have to keep that information for legitimate business or legal purposes. Should you wish to change your preferences or information, please contact hello@kicksentertainment.com.au.

Information we share

We do not share personal information with companies, organizations and individuals outside of Kicks Entertainment unless one of the following circumstances applies:

With your consent

We will share personal information with companies, organizations or individuals outside of Google when we have your consent to do so. We require opt-in consent for the sharing of any sensitive personal information.

For external processing

We provide personal information to our affiliates to process it for us, based on our instructions and in compliance with our Privacy Policy and any other appropriate confidentiality and security measures.

For legal reasons

We will share personal information with companies, organizations or individuals outside of Kicks Entertainment if we have a good- faith belief that access, use, preservation or disclosure of the information is reasonably necessary to:

Meet any applicable law, regulation, legal process or enforceable governmental request.

We may share non-personally identifiable information publicly and with our partners – like publishers, advertisers or connected sites. For example, we may share information publicly to show trends about the general use of our services.

If Kicks Entertainment is involved in a merger, acquisition or asset sale, we will continue to ensure the confidentiality of any personal information and give affected users notice before personal information is transferred or becomes subject to a different privacy policy.

Protecting your personal data

We strive to ensure the security, integrity and privacy of personally identifiable information of our customers. We use a variety of physical and electronic security measures including restricting physical access to our offices and firewalls and secure databases to keep personal information secure from misuse, loss or unauthorised use or disclosure. Unfortunately, no data transmission over the Internet can be guaranteed to be totally secure.

We retain website behaviour data for 26 months.

Consent

By accepting the Conditions or by using the services on the Websites, you consent to the collection and use of your Personal Data by us for the purposes outlined above and for any other purpose which is reasonably necessary for the provision or proper administration of the Website service in accordance with the Conditions.

If you do not wish your Personal Data to be used in the manner set out in this Privacy Policy or the Conditions please do not use the Websites.

Changes

Our Privacy Policy may change from time to time. We will not reduce your rights under this Privacy Policy without your explicit consent. We will post any privacy policy changes on this

page and, if the changes are significant, we will provide a more prominent notice (including, for certain services, email notification of privacy policy changes). We will also keep prior versions of this Privacy Policy in an archive for your review.

Cookies

When you interact with us (for example use our sites, apps or subscribe to marketing emails) we and third party organisations may collect information by using 'cookies' and other technologies such as pixel tags (for simplicity we refer to all such technologies as 'cookies'). Our partners use cookies to connect you to your social media and collect information which allows them to better tailor advertising and marketing to your preferences. Below is the list of third-parties and partners which may be storing or accessing information and for what purposes.

Ad Network:

Facebook: ad serving, ad targeting, analytics/measurement, content customisation, cross-device tracking, optimisation. [Learn more.](#)

Google Inc.: ad targeting, analytics/measurement, content customisation, optimisation. [Learn more.](#)

Social Media:

Facebook Business: ad serving, ad targeting, analytics/measurement, content customisation, optimisation. [Learn more.](#)

To learn more about cookies or to remove pixels from your browser, we recommend www.allaboutcookies.org.

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These are the kicksentertainment.com.au, spilt-milk.com.au, oktoberfestparklands.com.au and thecommonsstreetfeast.com.au ("Website/s") terms and conditions (the "Conditions"), which apply to the use of the Website by end users ("you" and "your"). By accessing any of these sites, you agree to be bound by the Conditions, which include the Kicks Entertainment Privacy Policy accessible at kicksentertainment.com.au, spilt-milk.com.au, oktoberfestparklands.com.au and thecommonsstreetfeast.com.au.

1 YOUR OBLIGATIONS

1.1 You will not:

- (a) use the Website (or any part of it) for any illegal purpose and you shall use it in accordance with all relevant laws;
- (b) upload or transmit through the Website (whether by way of User Submission (as defined below) or otherwise):
 - (i) any computer viruses, macro viruses, trojan horses, worms, logic bombs or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of a computer or
 - (ii) any material which is defamatory, offensive, or of an obscene or menacing character, or that may cause annoyance, inconvenience or needless anxiety;
- (c) use the Website in a manner which:
 - (i) may cause the Website to be interrupted, damaged, rendered less efficient or such that the effectiveness or functionality of the Website is in any way impaired or
 - (ii) violates or infringes the rights of any person, firm or company (including, but not limited to, intellectual property rights, rights of confidentiality or rights of privacy);
- (d) create or publish a hypertext link to any part of the Website or attempt any unauthorised access to any part or component of the Website;
- (e) copy or distribute any part of the Website in any medium without our prior written consent; or
- (f) alter or modify any part of the Website other than as may be reasonably necessary to use the Website for its intended purpose.

1.2 You agree that in the event that you have any right, claim or action against any end user of the Website arising out of that end user's use of the Website, then you will pursue such right, claim or action independently of and without recourse to us.

1.3 You may only use the Website for your personal and non-commercial use.

2 OUR RIGHTS

2.1 We reserve the right to:

(a) modify or withdraw, temporarily or permanently, the Website (or any part of it) with or without notice to you and you confirm that we shall not be liable to you or any third party for any modification to or withdrawal of the Website; and/or

(b) change these Conditions from time to time. Your continued use of the Website (or any part of it) following such change shall be deemed to be your acceptance of such change. While we will endeavour to provide notice on the Website prior to and after any change, it is your responsibility to check regularly to determine whether the Conditions have been changed. If you do not agree to any change to the Conditions then you must immediately stop using the Website; and/or

(c) monitor any activity and content associated with the Website. We may investigate any reported violation of these Conditions or complaints relating to the Website and take any action that we deem appropriate (which may include, but is not limited to, issuing warnings, suspending, terminating or attaching conditions to your access and/or removing any materials from the Website).

2.2 We will use our reasonable endeavours to maintain the Website. The Website is subject to change from time to time. Subject to clause 8.8, if it applies in the particular case, you will not be eligible for any compensation because you cannot use any part of the Website because of a failure, suspension or withdrawal of all or part of the Website for any reason.

3 YOUR PERSONAL INFORMATION

We respect your Personal Information and shall deal with it in accordance with our Privacy Policy.

4 LINKS TO OTHER WEBSITES

We may provide links to other websites or resources. You acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable, directly or indirectly, for the privacy practices or the content (including misrepresentative or defamatory content) of such websites, including

(without limitation) any advertising, products or other materials or services on or available from such websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on such external sites or resources.

5 LIMITATION OF LIABILITY

5.1 Whilst we will use reasonable endeavours to verify the accuracy of any information we place on the website, to the extent permitted by law, we make no warranties, whether express or implied in relation to its accuracy.

5.2 To the extent permitted by law, the Website is provided on an “as is” and “as available” basis for your information and personal use only without any representation or endorsement and, unless specified in separate terms and conditions relating to a particular product or service, we make no warranties of any kind, whether express or implied, in relation to the Website, or products or services offered on the Website whether by us or on our behalf (including free software downloads) including but not limited to, implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security, accuracy, condition or completeness, or any implied warranty arising from course of dealing or usage or trade.

5.3 To the extent permitted by law and unless specified in separate terms and conditions related to a particular product or service:

(a) we make no warranty that:

(i) the Website or products or services offered on the Website whether by us or on our behalf (including free software downloads) will meet your requirements or will be uninterrupted, timely, secure or error-free;

(ii) defects will be corrected, or that the Website or the server which makes it available or products or services offered on the Website whether by us or on our behalf (including free software downloads) are free of viruses or bugs or are fully functional, accurate, or reliable; and

(b) we will not be responsible or liable to you for any loss of content or material as a result of uploading to or downloading from the Website.

5.4 You acknowledge that we cannot guarantee and therefore, to the extent permitted by law, we shall not be in any way responsible for the security or privacy of the Website and any information provided to or taken from the Website by you except to the extent that any

breach of security or privacy arises directly from any negligent or wilful act or omission by us.

5.5 To the extent permitted by law, we will not be liable in contract, tort (including, without limitation, negligence) or otherwise for:

- (a) any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings); or
- (b) any loss of goodwill or reputation; or
- (c) loss of data or use of data; or
- (d) any other special or indirect or consequential losses, howsoever arising and in any case whether or not such losses were within the contemplation of either of us at the date on which the event giving rise to the loss occurred.

5.6 Nothing in these Conditions shall exclude or limit our liability for death or personal injury resulting from our negligence or that of our servants, agents or employees, or any liability in the tort of deceit or other liability that cannot be excluded or limited under applicable legislation.

5.7 Certain terms, conditions or warranties that cannot be excluded, restricted, or modified, or that may only be excluded, restricted or modified to a limited extent only may be implied or incorporated by statute into these Conditions (Mandatory Terms). Our liability for breach of a Mandatory Term is limited, at our option, to, if the breach relates to the supply of goods, the repair or replacement of the goods or the cost of repairing or replacing the goods or, if the breach relates to the supply of services, to the resupply of the services or the cost of resupplying those services, as the case may be.

6 INDEMNITY

you agree to be fully responsible for (and fully indemnify us against) all claims, liability, damages, losses, costs and expenses, including legal fees, suffered by us and arising out of any breach of the conditions by you or by any other person accessing the website using your pc or internet access account or any other liabilities incurred by us arising out of your use of the website (including without limitation, arising from user submissions submitted by your or any other person accessing the website using your pc or internet access account), or any use of the website by any other person accessing the website using your pc or internet access account.

7 INTELLECTUAL PROPERTY AND RIGHT TO USE

7.1 You acknowledge and agree that all copyright, trade marks and all other intellectual property rights in all material or content contained within the Website shall remain at all

times owned by us or our licensors. You are permitted to use this material only as expressly authorised by us under these Conditions.

7.2 You acknowledge and agree that the material and content contained within the Website is made available for your personal non-commercial use only and that you may print off one copy, and may download extracts of, any page(s) from the Website for such purpose. Any other use of the material and content of the Website is strictly prohibited. You agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, broadcast, sell, license, display, distribute, commercially exploit or create derivative works of such material and content.

7.3 Except for Personal Information (as defined in our privacy policy), any information you submit to the Website, whether by way of comment, any chat room function or otherwise, will not be treated confidentially and you acknowledge that we may use such information for any purposes subject to these Conditions.

7.4 We reserve all rights not expressly granted in and to the Website and the content in the Website.

8 NOTICES

8.1 You may send us notices under or in connection with these Conditions by email to hello@kicksentertainment.com.au.

8.2 As proof of sending does not guarantee our receipt of your notice, you must ensure that you have received an acknowledgement from us, which we will aim to send to you within 5 working days of our receipt and should be retained by you.

9 GENERAL

9.1 If any part of the Conditions shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severable from these Conditions and shall not affect the validity and enforceability of any of the remaining provisions of the Conditions.

9.2 These Conditions (as amended from time to time) contain the entire agreement and understanding between you and us in respect of all matters which are referred to herein and supersede any prior written or oral agreement between you and us relating to such matters. No oral explanation or oral information given by either you or us shall alter the interpretation of these Conditions. You confirm that, in agreeing to accept these Conditions, you have not relied on any representation that is not expressly included herein and you

agree that you shall have no remedy in respect of any misrepresentation which has not become a term of these Conditions. However, nothing in these Conditions purports to exclude liability for any fraudulent statement or act.