

TERMS & CONDITIONS

ROOFTOP MOVIES

Introduction

Rooftop Movies is an initiative of ARTRAGE. ARTRAGE is the incorporated body that enforces the following Terms and Conditions.

All terms and conditions relate solely to Rooftop Movies.

ARTRAGE may vary these Terms and Conditions at any time. Any variations become effective on posting. By making a purchase after the Terms and Conditions have been varied, you agree to be bound by the variation.

Please read these Terms and Conditions carefully before confirming your purchase. By making a purchase you agree to the following Terms and Conditions. Please read these Terms and Conditions in conjunction with our [Privacy Policy](#).

ROOFTOP MOVIES

89 Milligan St, Northbridge WA 6003

Phone: 61 8 9227 6288

Fax: 61892276188

hello@rooftopmovies.com.au

www.rooftopmovies.com.au

ABN: 90 649 491 963

Payment Options

Rooftop Movies accepts the following payment options for online transactions:

- Visa
- Mastercard
- Rooftop Movies Digital Gift Vouchers

We do not accept AMEX or Diners Club Cards.

Debit/ Credit Card processing facilities are provided by ARTRAGE. Please be advised that your credit card statement will show 'ARTRAGE NORTHBRIDGE AUS' (ABN 90 649 491 963) as the recipient of the payment of this purchase.

An order confirmation / tax invoice will be emailed to you following the completion of your payment transaction(s).

Online sales close at 5.00pm AWST, unless sold out prior. If seating allocation has not been exhausted via online sales, purchases may be made in person at the Rooftop Movies venue from 6pm AWST until the door sale allocation has sold out.

Booking Fees

All payments made online at www.rooftopmovies.com.au will attract a \$3.00 Booking Fee.

Gift Vouchers

The following terms and conditions apply to all Rooftop Movies gift vouchers purchased via rooftopmovies.com.au:

- Rooftop Movies gift voucher denominations are in Australian Dollars.
- Rooftop Movies gift vouchers are not redeemable for cash either in whole or part of the voucher value.
- Rooftop Movies gift vouchers are only valid for a Rooftop Movies standard session ticket purchase (subject to availability) and where the purchaser provides the redemption code.
- Rooftop Movies gift vouchers can only be redeemed via rooftopmovies.com.au and cannot be redeemed at the Rooftop Movies Box Office. Purchases are subject to relevant booking fees associated with Rooftop Movies ticket purchases.
- The full Terms and Conditions for Rooftop Movies tickets will apply to all purchases using a Rooftop Movies gift voucher.
- Rooftop Movies Gift Vouchers are valid for ticket purchases made from the date of issue to 13:00 on Saturday 31 March 2018 (subject to availability). Balances remaining on Gift Vouchers after this expiry date will be forfeited and are not further redeemable.
- If you lose your gift voucher email confirmation details, contact Box Office at hello@rooftopmovies.com.au. Please note if your voucher was a gift, the person who purchased the gift voucher for you will need to contact Rooftop Movies to obtain the details.
- Any outstanding difference between the Gift Voucher value and purchase amount must be paid at the time of booking with a valid debit/credit card or another Rooftop Movies Gift Voucher.
- Rooftop Movies gift vouchers can be used as part payment for Rooftop Movies tickets, additional tickets beyond the gift voucher amount must be paid in the checkout process online.
- Where the total value of a Gift Voucher is not redeemed in one transaction, remaining funds will be carried over and may be used toward another purchase prior to the gift voucher expiry date 31 March 2018.
- ARTRAGE does not accept any responsibility for the loss of Rooftop Movies gift vouchers. However, gift vouchers may be reissued upon supply of the recipients email and voucher number.

Ticket Purchases

All ticket prices and other charges are subject to change without notice. All ticket prices are in Australian dollars.

Rooftop Movies collects your personal information in case of an event cancellation or change. If you fail to supply sufficient and appropriate contact information, Rooftop Movies is not responsible for failure to notify you.

Cash purchases of tickets can be made in person at Rooftop Movies Box Office if tickets are available for that evenings screening, and not for future screenings or gift voucher purchases.

Where concessions are applicable, suitable and valid identification must be provided for collection of tickets and at the venue.

On completion of booking via rooftopmovies.com.au, ticket buyers will receive an order confirmation email with their order information. This is also a tax invoice.

Ticket purchasers must bring their order confirmation to the venue as proof of purchase – either as a printed copy or downloaded on to a mobile device.

Purchasers need to ensure they supply a current email address to receive this order confirmation.

Tickets or order confirmation emails will not be posted to the purchaser.

For online payment support, please contact hello@rooftopmovies.com.au

Discounted Tickets

Rooftop Movies reserves the right to offer discount or promotional tickets. Not all discounted tickets will be available for each event. Only one valid discount can be applied per transaction.

Where a promotional code is required for discounted tickets, this must be applied at time of purchase.

Ticket Resale

Tickets may not, without prior written consent from Rooftop Movies be resold, offered as a prize or used for advertising or other promotional use.

Parking

Parking is available at Roe Street Carpark under the applicable CPP terms and conditions. We are no longer able to redeem parking tickets with purchase from Rooftop Movies.

Ticketing Refunds and Exchanges

- Without limiting our statutory rights under Australian Consumer Law, there is no right of refund or exchange on tickets.
- Before purchasing tickets, carefully review the event details. A change in personal circumstances or a change of mind does not entitle the ticket holder to a return or exchange on a ticket.
- ARTRAGE reserves the right not to refund purchase for lost or stolen tickets.
- ARTRAGE reserves the right not to offer a refund or exchange if proof of purchase is not presented, or valid ID is not shown upon request by security at entry.
- If an event should be cancelled for any other reason than weather, ARTRAGE will provide an exchange voucher of the ticket value paid by ticket holders. Please see our Cancellation Policy below.
- ARTRAGE reserves the right to, without refund, refuse admission to, or eject, any person whose conduct is deemed to be disorderly, who uses vulgar or abusive language, or who otherwise fails to comply with ARTRAGE's Terms and Conditions. Please refer to the Conditions of Entry
- Before purchasing tickets, carefully review the event details and entry requirements. A failure to meet the entry requirements or a change in personal circumstances does not entitle the ticket holder to a return or exchange on tickets. This includes, but is not limited to, change-of-mind and minors attending Rooftop Movies without a parent or legal guardian, or failure to present a valid ID upon entry.
- ARTRAGE may charge a fee for the replacement of tickets.

Bad Weather

Rooftop Movies is an outdoor event and may be subject to bad weather. We try to proceed with events wherever possible, and may not cancel due to light/intermittent rain. We strongly recommend customers bring wet weather gear to events in case of rain (Note: the use of umbrellas during events is not permitted as it negatively impacts other audience members). Events will only be cancelled if the weather poses a safety threat to patrons, staff or technical equipment. Patrons accept the risk that events may continue to run in weather they consider unsatisfactory.

- ARTRAGE reserves the right to cancel any program due to bad weather.
- Ticket purchasers will be notified no later than 5pm AWST on the day of the screening via email if an event has been cancelled due to bad weather.
- ARTRAGE reserves the right to cancel any event after 5pm AWST in the event that weather conditions worsen and will make reasonable efforts to contact ticket purchasers to notify that the event has been cancelled.
- In the event of an event being cancelled due to bad weather, please see the Cancellation Policy below.

Cancellation Policy

- The decision to cancel an event is at the sole discretion of ARTRAGE.
- If an event is cancelled, ARTRAGE assumes no obligation for arranging a substitute event.
- In the event of a cancellation **for any reason other than weather**, ARTRAGE will notify ticket holders by email as soon as reasonably possible.
- Customers will receive an exchange credit email with a credit note to the value of their original

- purchase. It is up to the customer to follow the instructions given in this exchange email to redeem their credit note for any other film in the 2017/18 season. Exchange credits cannot be redeemed in future seasons, or for anything other than Rooftop Movies tickets.
- Purchasers are required to supply correct and current contact details in case of cancellation.
 - Credit notes not redeemed by 5:00pm AWST on 31 March 2018 will not be eligible for future seasons or for refunds.
 - Exchanges are subject to screening capacity limits.
 - Ticketholders who purchased online will be contacted via their nominated email address with a credit note to the value of their original purchase and a set of instructions on how to redeem this for future sessions.
 - Once an exchange credit has been sent to a customer's email, it is up to the individual to redeem this exchange credit for another film in our season of their choice.
 - Ticketholders who purchased in cash at the box office will receive a ticket voucher to be presented in person at the Rooftop Movies Box Office at a future screening. These vouchers are valid until 31 March 2018 and are valid for any regular movie screening, subject to capacity.
 - It is your responsibility to ascertain whether an event has been cancelled and, where applicable, the date and time of any substitute event. If an event is cancelled or rescheduled, we will use reasonable endeavors to notify ticket holders of the cancellation. ARTRAGE do not guarantee that ticket holders will be informed of such cancellation before the date of the event.
 - All refund requests should be sent to hello@rooftopmovies.com.au and will be reviewed within a 48 hour timeframe.

Standard Conditions of Entry

- ARTRAGE reserves the right to add, withdraw, reschedule or substitute events and / or vary advertised programs, prices, venues, seating arrangements and audience capacity.
- Admittance to the event will be at the discretion of Rooftop Movies or ARTRAGE Management.
- ARTRAGE reserves the right to, without refund, refuse admission to, or eject, any person whose conduct is deemed to be disorderly, who uses vulgar or abusive language, or who otherwise fails to comply with ARTRAGE's or Rooftop Movies' Terms and Conditions or behaves in a manner that would place Rooftop Movies in breach of its Liquor License.
- Rooftop Movies is a licensed venue. Patrons must show valid photo ID as determined by the Government of Western Australia's Department of Racing, Gaming and Liquor Policy regarding Proof of Age to gain entry. Further information is available from: http://www.rgl.wa.gov.au/docs/default-source/rgl/proof_of_age.pdf
- Patrons under the age of 18 will only be admitted when accompanied by a parent or legal guardian.
- A film's classification takes precedence over Rooftop Movies' standard entry requirements for minors, even when accompanied by a parent or legal guardian e.g. a patron under 15 will not be admitted to a MA15+ screening.
- It is condition of entry to events that a search of person and / or their possessions may be required at the time of the entry to the venue.
- No alcohol, drugs, weapons, glass containers, specified prohibited items or lasers may be taken into the venue.
- No audio or video recorders (including mobile phones) may be used without prior written permission of ARTRAGE. A breach of this condition may lead to the confiscation of all equipment and removal of the patron from the venue.
- Please respect the cinema's patrons and silence mobile phones during events.
- ARTRAGE reserves the right to video, photograph, broadcast or telecast the event.
- ARTRAGE reserves the right to video and make records of the venue using CCTV technology. No copies of CCTV footage will be created for entertainment, personal or commercial use. Only police may leave the venue with copies of CCTV footage. Recording and viewing of recorded CCTV footage is undertaken by ARTRAGE for the purposes of security and safety only.
- By purchasing a ticket, you grant permission to ARTRAGE to utilize your image, likeness, actions and statements in any live or recorded audio, video, or photographic display made of, or at, the event in any medium or context without further authorization or compensation.
- To the extent permitted by law, ARTRAGE shall not have any liability to you beyond the face value

- of the ticket purchased plus the relevant per ticket service charge.
- ARTRAGE shall not be liable for any loss of enjoyment or wasted expenditure. Personal arrangement including travel, parking, sustenance and accommodation relating to the event that have been arranged by you are at your own risk.
 - ARTRAGE takes no responsibility for loss or damage to personal property. Parking within the Roe Street carpark is at your own risk.
 - Patrons must not damage nor remove any property belonging to Rooftop Movies or City of Perth Parking.
 - To the extent permitted by law, ARTRAGE denies all liability for any injuries caused or sustained at an event. Although reasonable measures are taken by ARTRAGE to protect audience members, injury can occur. If injured or distressed, immediately ask a staff member or security guard for assistance.
 - By purchasing a ticket, you acknowledge and accept these terms and conditions in your personal capacity and on behalf of any accompanying minor.
 - The provisions of these terms and conditions are governed by the laws of Western Australia.

MARKETING & PROMOTION

- The purchaser cannot resell Rooftop Movies ticket(s) publicly without prior written consent from Rooftop Movies
- The purchaser agrees not to publicly promote their own brand awareness or image unless prior written consent is agreed upon between the purchaser and Rooftop Movies.
- The purchaser agrees not to promote a third party business or company through their ticket purchase at any time, unless prior written consent is given by Rooftop Movies.

Injury at Events

To the extent permitted by law, Rooftop Movies disclaims all liability for any injuries caused at events. Although reasonable measures are taken by Rooftop Movies to protect audience members, injury can occur. If injured or distressed, immediately ask a Rooftop Movies staff for assistance.

By purchasing a ticket, you acknowledge and accept these Terms and Conditions in your personal capacity and on behalf of any accompanying minor.

Law and Jurisdiction

The provisions of these Terms and Conditions are governed by the laws of Western Australia.