

TERMS & CONDITIONS

ROOFTOP MOVIES

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ABN: 90 649 491 963

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 in conjunction with our [Privacy Policy](#).

TICKET PURCHASES

FEES

Tickets purchased to Rooftop Movies events may be subject to a per ticket service charge.

All prices are subject to change without notice.

Prices include GST where applicable.

TICKET PURCHASE DELIVERY

- On completion of booking via rooftopmovies.com.au, ticket buyers will receive a confirmation email with a link to a print@home ticket.
- Ticket purchasers must bring their print@home ticket 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 tax invoices and tickets.
- Tickets and tax invoices will not be posted to the purchaser.
- For online payment support, please contact hello@rooftopmovies.com.au

PAYMENT OPTIONS

Rooftop Movies accepts the following payment options for on-line transactions:

- Visa
- Mastercard
- Rooftop Movies Gift Vouchers

We do not accept AMEX or Diners Club Cards.

Credit Card processing facilities are provided by ARTRAGE. Please be advised that your credit card statement will show ARTRAGE Inc (ABN 90 649 491 963) as the biller for this purchase.

Enquiries or refund requests should be made to ARTRAGE via hello@rooftopmovies.com.au or +61 (0)8 9227 6288.

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

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

and at the venue.

BILLING INFORMATION VERIFICATION

Orders are processed only after the billing address and other billing information has been verified. Occasionally, we receive incorrect billing or credit card account information for a ticket order and this may delay processing and delivery.

In these instances, a representative of ARTRAGE will attempt to contact you using the information provided at the time of purchase. If we are unable to reach you after our initial attempt, we may cancel your order and release the tickets for sale.

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

- 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.
- Admittance to an event will be at the discretion of ARTRAGE Management. Should entry be denied, ARTRAGE will not provide a refund on purchased tickets.
- 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.
- ARTRAGE may charge a fee for the replacement of tickets.

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 and offer exchanges to ticket holders. Purchasers must request refunds and exchanges via email within seven (7) days of the cancellation. Purchasers are required to supply correct and current contact details in case of cancellation. Refunds will be made to original method of purchase.
- If a Festival screening is cancelled, Festival Pass holders will be refunded the pro-rata amount paid for that single event, excluding booking fees.

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 and staff. 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.

- Ticket purchasers will be offered an exchange in the event of a cancellation due to bad weather. Exchanges are subject to screening capacity limits. Exchange requests may take 2-3 business days to process and are only valid until the end of season on 11 March 2017.
- Ticketholders who purchased online will be contacted via their nominated email address with instructions on how to redeem an exchange of equal value.
- Ticketholders who purchased in cash at the box office will receive a ticket voucher to be presented in person at a later screening. These vouchers are valid until 11 March 2017 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.

VENUE CONDITIONS

STANDARD CONDITIONS OF ENTRY

- ARTRAGE reserves the right to add, withdraw, reschedule or substitute artists 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.
- Entry may be refused if tickets are damaged or defaced in any way.
- 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, 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 an usher for assistance or directions to a medical station or contact an emergency service.
 - 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.

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.
- 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 and transaction fees associated with Rooftop Movies ticket purchases.
- Please quote the gift voucher number printed on the Rooftop Movies gift voucher and the voucher code (selected during purchase process) whenever using or discussing your gift voucher with a Box Office staff member. If you lose your gift voucher 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.
- Rooftop Movies gift vouchers are only valid for a Rooftop Movies standard session ticket purchase (subject to availability) and where the purchaser provides both the gift voucher number and password.
- Rooftop Movies gift vouchers are valid for purchases made up to and including 11 March 2017 (subject to availability). Any remaining credit left on the gift voucher must be used by midnight on this date of expiry. Credit is not redeemable after this time.
- Rooftop Movies gift vouchers can be used as part payment for Rooftop Movies tickets. The remaining difference between the gift voucher and purchase amount must be paid at the time of booking with a valid credit card or another Rooftop Movies gift voucher.
- **If the total gift voucher value is not redeemed in one transaction, remaining funds will be carried over and may be used toward another purchase. This is applicable until the gift voucher balance is \$0 and prior to the voucher expiry date on 11 March 2017.**
- A \$3 Gift Voucher processing and shipping fee will be charged on each transaction. If multiple gift vouchers are purchased in one transaction, only one fee will apply.
- The full Terms and Conditions for Rooftop Movies tickets will apply to all purchases using a Rooftop Movies gift voucher.
- Rooftop Movies does not accept any responsibility for lost or stolen Rooftop Movies gift vouchers. However, gift vouchers may be reissued upon supply of the voucher number and code. Rooftop Movies reserves the right to charge an administration fee for reissued gift vouchers. Please note if your voucher was a gift, the person who purchased the gift voucher for you will need to contact us to obtain the replacement gift voucher.

MERCHANDISE

MERCHANDISE REFUNDS

ARTRAGE assumes no responsibility for merchandise purchased at Rooftop Movies from a promoter or from any person not employed by ARTRAGE.

If you are not completely satisfied with your merchandise purchase at Rooftop Movies, we are happy to advise the best way for you to return or exchange your purchase.

We cannot process refunds or exchanges without proof of purchase. Returns and exchanges are only valid

for merchandise purchases and not Tickets.

Please note: Postage and Handling charges are not refundable. Returns and exchanges (if stock available) will only be accepted up to 30 days from date of purchase and will not be accepted after this date.

These terms do not affect your rights under Australian Consumer Law.

MERCHANDISE PURCHASE DELIVERY

WITHIN AUSTRALIA

Please allow up to seven working days for delivery. Your merchandise will be sent via Australia Post Parcel Post. Postage and Handling charges will be included in your on-line transaction.

INTERNATIONAL DESTINATIONS

Please allow up to 15 working days delivery time. Your merchandise will be sent via Australia Post International Parcel Post. Postage and Handling charges will be included in your online transaction.

DUTIES FOR OVERSEAS CUSTOMERS INCLUDING NEW ZEALAND

All prices (including the postage and handling fees) advertised by Rooftop Movies are in Australian dollars and include the Australian GST. Please note that prices DO NOT include relevant overseas duties and other custom charges that you may incur.

RETURNS

To return an item of merchandise, please include the packaging slip that you received with your parcel and advise the reason of fault with the return.

We will credit your original method of payment, excluding delivery (unless goods are faulty or not as ordered). Postage and handling charges are not refundable and for exchanges additional postage and handling charges will be applied accordingly.

EXCHANGES

To exchange merchandise, please follow the same instructions as for refunds indicating your requirements, and include AUS \$6 (cheque, money order or credit card details - no cash by mail) for redelivery within Australia.

WHERE TO REFUND OR EXCHANGE

You may present your merchandise for refund or exchange by mail:

By mail: send your returned merchandise, the original receipt and your details, explaining in writing the fault and why you are seeking a return or exchange, to ARTRAGE, 89 Milligan Street, Northbridge WA 6003.

If you require further assistance, please email hello@rooftopmovies.com.au.