

SOUTH.POINT COME SOUTH AND SKATE (‘Event’) TERMS AND CONDITIONS

These Event Terms (Terms) govern your purchase of ticket for, and attendance at the Come South and Skate (Event) held by South.Point Shopping Centre. It is your responsibility to review these terms prior to the purchase of tickets. By purchasing tickets you agree to be bound by these Terms.

Throughout these Terms, the terms “South Point”, “we”, “us” and “our” refer to South.Point Shopping Centre and its associated entities, and “you” refers to the individual or business purchasing tickets or attending the event.

1. Event Booking and Ticket Purchase

- 1.1 The event must be booked online via the Eventbrite website.
- 1.2 In addition to the ticket price, you must pay for GST and any booking, handling, credit card surcharge or postage fees specified by the Eventbrite website.
- 1.3 Tickets are limited to 5 tickets per transaction.
- 1.4 Upon entry to the skating rink each ticket holder will receive a free ice cream voucher (Free Gift) valid at Mookie Burger Tuggeranong, up to the value of \$5. This free gift is not interchangeable or refundable. Any lost vouchers will not be replaced.
- 1.5 Ticket holders who do not attend their scheduled session are not entitled to the free gift.
- 1.6 Terms and conditions apply to the redemption of this free gift, which are outlined on the voucher.

2. Refunds, Cancellation or Postponement

- 2.1 Sometimes Events are cancelled, varied, rescheduled or postponed due to Force Majeure Events, or other causes
- 2.2 If an event is postponed:
 - 2.2.1 You must notify us in writing within 30 days of the cancelled, or postponed event for your request for a refund.
 - 2.2.2 If you fail to notify us within 30 days, your ticket price will be redeemable in the form of a credit for future South.Point ticketed events.
- 2.3 If you need to cancel or reschedule your ticket
 - 2.3.1 The ticket holder is responsible for rescheduling or cancelling their ticket on the Eventbrite website.
 - 2.3.2 If you are unable to do so on the Eventbrite website, the ticket holder must contact South.Point in writing to marketing@southpointcanberra.com.au, 24 hours before the allocated event with their request.
 - 2.3.3 If you fail to reschedule or cancel your ticket without 24 hours’ notice the ticket will be forfeited and there will be no refund available to the ticket holder.
 - 2.3.4 There will be no refunds for ticket holder who do not attend their allocated time slot.

3. Event Conduct

- 3.1** You are expected to behave in an appropriate manner at all Events at South.Point Shopping Centre. We reserve the right to refuse entry or require you to leave if your behaviour is deemed unacceptable
- 3.2** South.Point films and photographs every event. You consent to being filmed or photographed by South.Point (or its representatives) and to South.Point using your name, likeness, image and/or voice in such photographs or films for the purpose of promotion our events, services and products. No remuneration if payable for such use.

4. Limitation of Liability

- 4.1** To the extent permitted by law, we exclude all conditions and warranties relating to your purchase of tickets for and attendance at Events.
- 4.2** Where our liability cannot be excluded, such as in relation to Consumer Guarantees under the Australia Consumer law or other prescribed terms under legislation, our liability for breach is limited to the face value of the ticket purchase by you.
- 4.3** We will be excused from performance under these Terms and in relation to Events to the extent such performance is affected by a Force Majeure Event.

5. Release of Liability

- 5.1** By purchasing a ticket to the event you agree to waive, release, and discharge South.Point Shopping Centre and its representatives (meaning an employee, volunteer, agent, office, contractor or other authorised representations), from any and all liability for loss, claims, demand, injury or expense, that you suffer as a result of participation in the event.
- 5.2** I indemnify, hold harmless, and will not sue the entity and/ or persons organising this event and waive them from any and all liabilities or claims made as a result of participation in this event. I indemnify South Point against any damage suffered by myself, my child/ children and next of kin. I acknowledge that I am aware of the activities included in the event and understand the program contains potentially high risk activities and physical activity. The event activities are not completely free from risk, there are certain inherent risks which cannot be eliminated and I knowingly assume all of the inherent risks of the activity.

6. Miscellaneous

- 6.1** In these Terms, a "Force Majeure Event" means any of the following (whether or not foreseeable or anticipated): acts of God, terrorism, war, civil unrest, strike or labour dispute, lack of transportation, breakdown, labour or material shortage, blockage or embargo, supplier failure, epidemic or pandemic, government restriction or recommendation, legal requirement, extreme weather, earthquake, drought, fire, flood, explosions, natural disaster, and/or any other event, cause or circumstance that is beyond our reasonable control.
- 6.2** These terms constitute the entire agreement between South.Point and you in relation to the Event



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