

This Ticket Policy (this "Ticket Policy") was last updated on: August 15, 2019. When we say "our", "us", or "we" or "US" in this Ticket Policy, we mean Universal Sony Pictures Home Entertainment Australia Pty Limited.

Our goal is to make your movie-going experience as easy and enjoyable as possible. Our Ticket Policy is designed to provide you with much of the information you need. Please take a minute to read the following:

## **1. PURCHASING TICKETS**

Your purchase of any tickets through this website forms a legally binding agreement between you and US. This clause sets out the terms that govern the sale of tickets to you, and that may affect your ability to obtain or use any tickets you purchase via this website.

Children under the age of 16 must obtain the permission and assistance of their parent or guardian to purchase any tickets through this website.

The Australian Classification Board makes classification decisions about films under the Classification (Publications, Films and Computer Games) Act 1995. Tickets are made available subject to the classification of the relevant film. We and/or your chosen cinema may require proof of age identification in order to permit a person entry to a film session and/or purchase alcohol.

Specific admittance or conduct policies may apply at each cinema and may include access restrictions. We do not operate the cinemas involved. We and/or your chosen cinema may require valid identification before permitting entry to a person holding a concession ticket.

## **2. YOUR TICKETS**

Your ticket(s) will be sent to you by email. Please read your email confirmation carefully, as it provides you with important information about your tickets that may be unique to your chosen cinema. Please remember to bring a copy of the email ticket to the cinema. If you can't print or don't have a printer, please bring a mobile device capable of displaying the ticket to the cinema ticket-taker.

## **3. NO RE-SALE OR PROMOTIONAL USE**

Tickets purchased from this site may not be re-sold, supplied on or transferred for commercial, consumer or promotional purposes, or bundled with other goods or services without our prior consent.

## **4. REFUNDS AND EXCHANGES**

Refunds and exchanges of movie ticket(s) are available in certain limited circumstances. Before purchasing your movie ticket(s) we urge you to confirm the title, time, location and quantity of tickets for the movie you wish to see.

A **refund** will return the value of the movie ticket(s) you purchased to the method of payment used for the transaction, subject to certain eligibility restrictions as described below. If a promo code is used to purchase a ticket, the amount paid with the promo code will be forfeited and will not be refunded. In certain cases, special promotions will be offered for free or discounted tickets, even without the use of a promo code; in such cases, such free (or discounted portions of) tickets will not be refunded.

You are eligible for a refund or exchange (subject to availability) only if the screening you have purchased tickets for has been cancelled or rescheduled. You are not entitled to a refund where you (i) simply change your mind about the tickets you have purchased; (ii) have mistakenly purchased the wrong tickets (including mistakes relating to the screening times, dates or locations); or (iii) are unable to provide proof of purchase.

You may initiate a refund or exchange by contacting us by email at [gabrielle\\_davies@unisphe.com](mailto:gabrielle_davies@unisphe.com)

## **5. PRIVACY**

US collects and handles your personal information in accordance with its privacy policy, available at <https://theviewinglounge.com.au/privacy-policy/>

By purchasing any tickets from this website, or by submitting any information to this website, you agree to the collection, use and sharing by US of your personal information in accordance with this policy.

This website and any third-party web sites linked to or from this website are not controlled by us, and we do not control their privacy policies. The personal data you choose to provide to third parties or that is collected by any third parties is not covered by our privacy policy, and we encourage you to review the privacy policy of any company before submitting your personal information.

In addition to the collection of personal information as set out in our privacy policy, you consent to the collecting and processing of your personal information by a payment processor to process payments made by you in relation to the purchase of tickets on this website through their payment gateway services.

## **6. EXCLUSION OF WARRANTIES AND LIMITATION OF LIABILITY**

This clause prevails over all other clauses in this Ticket Policy. To the extent permitted by law, this clause sets out our entire liability, and your sole and exclusive remedies, for the performance, non-performance, purported performance, or delay in performance of any obligation we have under this Ticket Policy or otherwise in relation to these terms.

You may be entitled to certain statutory rights and guarantees to consumers that cannot be excluded, including those provided for under the Competition and Consumer Act 2010 (Cth). Nothing in these terms is intended to exclude or restrict any of your statutory rights as a consumer or our liability for any breach of the obligations implied by law, or any other liability which cannot be excluded or limited by applicable law.

In performing any of our obligations under these terms, or under any contract we have with you, our only duty is to exercise reasonable care and skill.

Subject to our obligations and to the extent permitted by law, US excludes all liability of any kind for and in respect of (i) the accuracy, completeness, fitness for purpose, or legality of any information accessed through or displayed; (ii) the transmission or the reception of or the failure to transmit or to receive any material of whatever nature; and (iii) any breach of any statutory or common law duty other than any such liability arising pursuant to these terms.

To the maximum extent permitted by law, our total liability for a breach of a condition or warranty implied by the Competition and Consumer Act 2010 (Cth) is limited to the replacement of the ticket(s) or the supply of equivalent ticket(s), the payment of the cost of replacing the tickets or acquiring equivalent tickets.

## **7. CHANGES TO TICKET POLICY**

From time to time, we may revise this Ticket Policy. You can determine when this Ticket Policy was last revised by referring to the top of this page. Any changes to this Ticket Policy will become effective upon posting of the revised Ticket Policy on the Internet, accessible through this website. By purchasing movie tickets, you will be deemed to have agreed to such changes. If you do not agree with the terms of this Ticket Policy, as it may be amended from time to time, please do not purchase movie tickets from us. To the extent that a court of applicable jurisdiction determines that applying any changes to this Ticket Policy would render this an illusory or unenforceable contract, such changes shall be applicable on a prospective basis only, with respect to events or circumstances occurring after the date of such changes, to the extent necessary to avoid this Ticket Policy being deemed illusory or unenforceable.

## **8. GOVERNING LAW**

This Ticket Policy and the terms within it are governed by the laws of New South Wales, Australia.

If you have any questions about the information above, please contact us at [gabrielle\\_davies@unisphe.com](mailto:gabrielle_davies@unisphe.com)