



Book Fair Australia

A FESTIVAL OF BOOKS

Book Fair Australia Ticket Terms & Conditions

APPLICATION OF TERMS AND CONDITIONS

- 1. Terms and Conditions:** These terms and conditions (**Terms**) apply to the purchase of any ticket to any Book Fair Australia event (**Event**) and to your entry to any Venue (**Venue**) for an Event. They apply to all attendees at the Event regardless of whether they purchased a ticket to an Event (**Ticket**) or whether their Ticket was purchased by someone else. A reference to **you** or **your** is a reference to the person who purchases a Ticket and to each such attendee.
- 2. Organiser:** Book Fair Australia Pty Ltd (**BFA**) is an organiser of book fairs in Australia. A reference to **us**, **we** or **our**, is a reference to BFA and, where the context requires, its authorised representatives (including staff, volunteers or any BFA staff working at an Event).
- 3. Consumer Law:** The Competition and Consumer Act 2010 (Cwth) (the **Act**) and the Australian Consumer Law (**ACL**) (see Schedule 2 of the Act) applies to these Terms.
- 4. Acceptance of Terms:** You agree to be bound by these Terms if or when:
 - (a)** you purchase a Ticket to the Event online at the site www.bookfairaustralia.com (**BFA Website**), whether through a computer, smart phone, tablet or other device that accesses the internet;
 - (b)** you participate or attend the Event as an attendee; or
 - (c)** you use a Ticket.

In doing so, you acknowledge that you have read, and you agree to, these Terms on personally and on behalf of any person for whom you have purchased a Ticket. Accordingly, **IT IS IMPORTANT** that you read these Terms carefully before you purchase a Ticket to an Event. If you do not agree with these Terms, you should not purchase any Tickets and should not attend the Event.

- 5. Contact:** If you are unsure about your rights under these Terms you may contact us by emailing enquiries@bookfairaustralia.com.
- 6. Amendments:** We may, at any time, change or update these Terms. Any such changes will take effect when they are published on the BFA Website. The most current version of these Terms will be posted on the BFA Website.

TICKETING

- 7. Outlets:** We sell Tickets exclusively through the BFA Website. We may refuse entry if your Tickets were sold through any other source unless it is a source that is authorised by us. Ticket prices are in Australian Dollars and include GST.
- 8. Limit:** We are entitled to limit the number of Tickets that may be purchased per person.
- 9. Non transfer:** Tickets are not transferrable and you must not resell any Tickets for profit. If you do so, the Ticket may be void and we may refuse entry to the Event with that Ticket. You may also attract criminal penalties under ticket scalping legislation.

CONDITIONS OF ATTENDANCE

- 10. Presentation:** You must present a valid Ticket at the entry to the Event. You must not enter the Venue with a counterfeit, void or resold Ticket.
- 11. Security:** We have the right to conduct security checks (within reason) of any person, bags or objects and to restrict or prohibit cameras, recording devices or drones in any part of the Venue and to monitor activities with security guards or closed-circuit television or other surveillance devices.



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- 12. Risk:** You and any other person entering a Venue and attending an Event are doing so at your or their own risk. You must comply with any other conditions of entry imposed by the operator of a Venue.
- 13. Drugs and alcohol:** The Event is strictly drug and alcohol free. You are prohibited from bringing drugs or alcohol to the Event. If you supply or consume alcohol or illicit drugs outside of approved times or areas, you will be asked to leave the Venue and the Event. If you do not leave when asked, we may contact law enforcement authorities to have you removed.
- 14. Conduct:** You are expected to behave courteously and respectfully during the Event. You must not engage in behaviour or conduct (including acting, behaving, speaking or visually communicating) towards any person (including any visitor, partner, volunteer, exhibitor, author, performer, supplier, member of staff or patron) in a manner that offends, insults, humiliates, intimidates, threatens, disparages, vilifies, bullies or harasses that person. You must not discriminate against any person attending the Event on the basis of their race, religion, colour, gender, sexual orientation, descent, or national or ethnic origin.

REFUNDS AND EXCHANGES

- 15. Refund Conditions:** Subject to the ACL and your rights under legislation, Tickets are non-refundable and may not be exchanged after they are purchased unless the Event has been cancelled or rescheduled or unless a consumer guarantee applies under the ACL.
- 16. Refund:** BFA will only offer a refund or exchange of a ticket if an Event is cancelled, rescheduled (and you cannot or do not wish to attend the rescheduled Event) or to the extent otherwise required by law. For instance, and without limiting this condition, no refunds or transfer credits will be allowed if:
 - (a) you become ill;
 - (b) your circumstances change;
 - (c) you have work leave denied so that you cannot attend;
 - (d) you change your mind about attending the Event;
 - (e) you are expelled from a Venue or an Event for breaching any of these Terms; and/or
 - (f) your flight was cancelled.
- 17. Rights:** These Terms do not limit any rights you have under the ACL (including any consumer guarantee).
- 18. Requests:** In order to request a refund, please email enquiries@bookfairaustralia.com with your booking reference and your reason for requesting a refund no later than 30 days before the Event. We will respond as soon as practicable.

PHOTOGRAPHY AND RECORDING

- 19. Photography and recording:** When you enter a Venue, you consent personally, and on behalf of any minor who is with you, to being photographed, sound recorded or filmed by BFA, the media or any other party at the Event and BFA may use or approve the use of the film, sound recording and/or photograph for any purpose and in any way whatsoever (including for promotional, social media or security purposes).
- 20. Prohibition:** You are prohibited from recording, photographing, broadcasting or livestreaming any part of the Event or Venue for commercial purposes without our written consent.

PRIVACY POLICY AND DATA

- 21. Privacy:** We will handle any personal information collected in respect of a Ticket sale in accordance with our [Privacy Policy](#). We collect your information for the purposes of processing your purchase of any Ticket, to communicate information about the Event



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or the Ticket and, if you have opted in for marketing, we may send you marketing correspondence. We may share your data with the authorities as required by law.

EVENT DETAILS

22. Changes: The Event's operating hours, schedules, guests and speakers are subject to change or cancellation without notice. Any such change does not entitle you to a Ticket refund. All panels, signing and special events are subject to availability and access to them is not guaranteed and/or may require an additional fee.

LIMITATION OF LIABILITY

23. Limitation: To the fullest extent permitted by law, we are not liable for any indirect, special, incidental or other loss or injury including (but not limited to) any loss of enjoyment, profit, monetary loss. Nothing in these Terms is intended to exclude, modify or restrict any rights or guarantees or warranties that cannot be lawfully excluded under Australian Law (including the ACL).

GOVERNING LAW AND DISPUTE RESOLUTION

24. Disputes: We and you shall endeavour to resolve any dispute without taking legal action. If a dispute cannot be resolved directly between us, either party may refer the dispute to NSW Fair Trading for mediation.

25. Proper Law: These Terms are governed by the laws of New South Wales and you submit to the non-exclusive jurisdiction of the courts of that state.

26. Feedback and Contact: Please direct all communications, feedback and complaints to us on enquiries@bookfairaustralia.com and we will respond as soon as reasonably practicable.