

# Purchase Policy

Our goal at Maharashtra Mandal of Victoria (MMVIC) is to make your purchasing experience easy, efficient and equitable, so we can get you on your way to live events as quickly as possible. The following policies are designed to ensure your satisfaction and understanding of our purchase processes. If you have any questions about the information below, please [Contact us](#).

For tickets purchased through [www.MMVIC.org.au](http://www.MMVIC.org.au), (the "Site") this Purchase Policy is subject to, and incorporates by this reference, the [Terms of Use](#).

Each ticket that you purchase is a license to attend a particular event and is subject to the additional terms set forth on that ticket.

## Cancelled Events

Occasionally, events are cancelled or postponed due to weather conditions or other situations which may affect the performers, staff or audience. If an event is cancelled, please contact MMVIC for information on receiving a refund. Unless indicated otherwise in relation to a particular event, if an event is cancelled or rescheduled, ticket purchasers will be offered seats at any rescheduled event up to the face value of the original tickets or, if the ticket purchaser is unable to attend the rescheduled event or the event is not rescheduled, a refund. Refunds for tickets purchased prior to the date of the original event will be given up to the amount paid for the tickets (including per transaction handling fees) but will normally exclude any delivery fees paid in respect of the tickets. Depending on the circumstances in each case, a partial refund may be given where one day of a multi day event is cancelled. Contact MMVIC for exact instructions if an event is cancelled or rescheduled. Please make sure to include/provide your MMVIC order number so we can expedite your refund (if applicable). If you purchased a ticket at a retail outlet, you will need to return the ticket directly to that retail outlet.

It is your responsibility to ascertain whether an event has been cancelled and the date and time of any rearranged event. If an event is cancelled or rescheduled, we will use reasonable endeavours to notify ticket purchasers of the cancellation once we have received the relevant authorisation from the Presenter. We do not guarantee that ticket purchasers will be informed of such cancellation before the date of the event.

Presenters generally reserve the right to add, withdraw or substitute such artists and vary advertised programs, seating arrangements and audience capacities.

## Refunds, Exchanges and Replacement Tickets

Before purchasing tickets, carefully review the event and seat selection details. MMVIC does not issue an exchange or refund for a lost, stolen, damaged or destroyed ticket (including where a ticket does not arrive in the mail) unless (a) MMVIC can identify at the Venue the actual seat corresponding to the ticket for that event, or in the case of a general admission ticket, MMVIC is able to identify (acting reasonably) and cancel the relevant ticket, and (b) you give MMVIC a reasonable amount of notice ahead of the event that the ticket has been lost, stolen, damaged or destroyed, in which case MMVIC will issue a replacement ticket to you for a reasonable administration fee. A change in personal circumstances does not entitle a ticket holder to return or exchange a ticket.

Subject to any statutory rights of refund (including, without limitation the provisions of the Australian Consumer Law), if an event takes place then generally there is no right to a refund or exchange, including where a ticket holder cannot attend because of adverse weather conditions.

## Delivery of Event Tickets

If tickets are sold for any MMVIC events then they either will be delivered to the card holder's email address or may be available for pickup at the venue. It is the card holder / purchaser responsibility to provide an active and correct email address to MMVIC at the time of booking event tickets. The purchaser will have to contact MMVIC event organizers in any such situation that an inactive or invalid email address has been supplied. This will result in a delay of the ticket delivery. If tickets are delivered to card holder's email address then the purchaser is required to present the barcode / QR code on the ticket at the time of entry to the venue. The ticket purchaser may present the ticket either as a print out or on his / her smartphone device for scanning at the venue entry. Tickets delivered through Venue Pick Up are typically available one hour prior to the event start time. You will need to present your confirmation number, the credit card used to purchase tickets and picture identification. Some events do not have Venue Pick Up (in this case you will not get Venue Pick Up as a delivery option when ordering tickets).

## Billing Information Verification

Orders are processed only after a billing address and other billing information has been verified. Occasionally, we receive incorrect billing or credit card account information for a ticket order that can delay processing and delivery. In these cases, MMVIC Treasurer will attempt to contact you using the information provided at the time of purchase. If MMVIC is unable to reach you after its initial attempt, MMVIC may cancel your order and may sell your tickets to another customer.



### **Pricing and Other Errors**

If you are able to order a ticket before its scheduled on-sale or presale date or you are able to order a ticket that was not supposed to have been released for sale, then MMVIC will have the right to cancel that ticket (or the order for that ticket) and refund to you the amount that you paid. This will apply regardless of whether because of human error or a transactional malfunction of the Site or other MMVIC operated system.

If we discover an error in the price of tickets you have ordered (regardless of the source of that error, and whether it was an error in a price posted on the Site or otherwise communicated to you), we will inform you as soon as possible and give you the option of reconfirming your order at the correct price (and credit or debit your account as applicable) or cancelling your order. If we are unable to contact you, you agree that we may treat the order as cancelled. If you choose to cancel after you have already paid the incorrect ticket price for the tickets, you will receive a full refund from us.

### **Limitation of Liability**

To the extent permitted by law (including, without limitation the Australian Consumer Law), MMVIC shall not have any liability to you beyond the face value of the ticket purchased plus any relevant per transaction handling fee and delivery fee. MMVIC shall be liable for any loss of enjoyment or wasted expenditure. Personal arrangements including travel, subsistence and accommodation relating to the event which have been arranged by you are at your own risk. MMVIC accept no responsibility for any personal property.

### **Injury at events**

To the extent permitted by law, MMVIC disclaims all liability for any injuries caused at an event.. Although reasonable measures are taken to protect the attendees, injury can occur. Stay alert at all times before, during and after the event. If injured or distressed, immediately ask an usher 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. You assume all risks which are incidental to the event for which the ticket you have purchased is issued, whether before, during or after the event. MMVIC will not be liable for any obligations owed to you as a ticket purchaser.

### **License; Ejection and Cancellation; No Redemption Value**

MMVIC reserve the right, without refund of any amount paid, to 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 MMVIC's or the Venue's terms and conditions. Breach of any such terms and conditions will terminate your revocable licence to attend the event without refund or compensation. A ticket is a revocable licence and admission may be refused upon refunding the ticket's face amount. A ticket is not redeemable for cash.

All patrons attending an event must hold a valid ticket for that event. Late arrivals to an event may result in non-admittance until a suitable break in the performance.

### **Recording, Transmission and Exhibition**

Cameras, video and audio recorders, mobile phones and pagers may not be permitted in certain venues and/or certain events. MMVIC request that all pagers and mobile phones be turned off before entry. If you do not do so, you may be removed from the event without refund or compensation.

You agree not to record or transmit, or aid in recording or transmitting, any description, account, picture, or reproduction of the event. You grant permission to MMVIC to utilise your image, likeness, actions and statements in any live or recorded audio, video, or photographic display or other transmission, exhibition, publication or reproduction made of, or at, the event (regardless of whether before, during or after the event) in any medium or context without further authorisation or compensation.

### **You Are Subject to Search**

You may be requested to submit yourself and your belongings to a search on entry to an event for which you have purchased a ticket. By purchasing a ticket from MMVIC, you consent to such searches and waive any related claims that may arise (to the extent permissible by law). If you withdraw your consent to such searches, you may be denied entry to the event without refund or other compensation. MMVIC prohibit certain items from being brought into the premises, including without limitation, alcohol, drugs, and controlled substances. Such items may be confiscated and neither MMVIC nor the Venue accept any responsibility for confiscated items.

### **Unlawful Re-Sale of Tickets; Commercial Purposes**

There are laws in place in certain states that prohibit resale of tickets to certain events or limit the prices at which they may be resold. As a ticket purchaser, you are responsible for complying with any such laws. Please also check when booking for any event-specific terms imposed by a Presenter that may limit your rights to resell a ticket.

A ticket shall not be used for advertising, promotions, contests or sweepstakes, unless formal written authorisation is given by the Presenter, provided that even if such consent is obtained, use of MMVIC's trademarks and other intellectual property is subject to MMVIC's express consent.



## **For tickets purchased through the Site the following terms also apply:**

### **Multiple Browser Windows**

When ordering tickets online at the Site, please ensure you are looking for tickets and placing an order using only one browser window. Looking up tickets using multiple browser windows could result in losing your tickets or timer expiration.

### **Order Confirmation**

Details of all successful and completed ticket purchase orders are sent to the purchaser (in the form of a confirmation page or email) with a confirmation number. If you do not receive confirmation number after submitting payment information, or if you experience an error message or service interruption after submitting payment information, it is your responsibility to confirm with the Treasurer whether or not your order has been placed. Only you may be aware of any problems that may occur during the purchase process. MMVIC will not be responsible for losses (monetary or otherwise) if you assumed that an order was not placed because you failed to receive confirmation.

### **Fees**

The price shown for tickets on the Site does not include payment processing fee of up to 1.95% of the ticket price

### **Amount of Tickets per Customer or "Ticket Limits"**

When purchasing tickets on the Site, you are limited to a specified number of tickets for each event (also known as a "ticket limit"). This amount is included on the unique event page and is verified with every transaction. This policy is in effect to discourage unfair ticket buying practices.

### **Currency**

All ticket prices for events that occur in Australia are stated in Australian Dollars. The Site allows several methods of payment, including: American Express, MasterCard, Diners and Visa. Check out our Ticket Buying Tips section for more information on ticket availability.

### **Law and Jurisdiction**

The provisions of this Purchase Policy are governed by the laws of Australia