

This document contains the terms and conditions governing your use of this Website and your purchase of any movie tickets, goods or services from Wangaratta Cinema Centre using this Website. If the Terms of Use or Privacy Policy are not acceptable to you, you must not use this web site.

### **1. APPLICATION OF THESE TERMS AND CONDITIONS**

1. You agree that your use of this Website and the purchase of any movie ticket, goods or services will be governed by these terms and conditions ("Terms of Use").
2. If Wangaratta Cinema Centre suffers or incurs any loss or damage in connection with any breach of these Terms of Use you agree to indemnify Wangaratta Cinema Centre for all losses and damages.

### **2. WEBSITE USAGE**

You agree that in using this Website, you will not:

1. use parts of this Website reserved for registered members unless you are registered as a member;
2. interfere with the usage of this Website by others;
3. use this Website in an illegal manner;
4. upload, post, email or otherwise transmit any document or information to this Website that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, or racially, sexually, ethnically or otherwise objectionable or vilifying;
5. upload, post, email or otherwise transmit any document or information to this Website that infringes any Intellectual Property Rights of any person;
6. upload, post, email or otherwise transmit any computer or website programming code;
7. attempt to circumvent any security features of this Website;
8. upload, post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; or
9. interfere with or disrupt this Website, the server hosting this Website, or servers or networks connected to the server hosting this Website.

### **3. INTELLECTUAL PROPERTY RIGHTS**

1. You acknowledge and agree that the copyright and other intellectual property rights in this Website and in all information and materials on this Website ("Website Content") are owned by

Wangaratta Cinema Centre, its affiliates, suppliers or licensors unless expressly indicated. The Website Content is protected by Australian and international copyright and trademark laws.

2. You agree that you will not do any of the following without Wangaratta Cinema Centre's written permission:

1. use Wangaratta Cinema Centre's trademarks, except for printing out a copy of this Website or as part of a reference to a Wangaratta Cinema Centre product or service;
2. reproduce, copy, modify, merge, adapt, translate, re publish, frame, upload to a third party, post, transmit, broadcast, communicate to the public or otherwise make the Website Content available to the public;
3. transmit or display the Website Content on any computer, system or network which permits electronic access by more than one user at a time;
4. use, sell, assign, rent, sub licence or otherwise deal with the Website Content except as permitted by these Terms of Use; or
5. anything else which would infringe Wangaratta Cinema Centre's rights or the rights of Wangaratta Cinema Centre's content suppliers.

3. You may view this Website using a web "browser" so long as you don't change the form of copyright and other proprietary notices. If you are interested in a piece of content for your personal, non commercial use, you may save a single copy, print one or download one.

#### **4. REGISTRATION**

1. You may be asked to provide Personal Information to Wangaratta Cinema Centre before purchasing any movie ticket, goods or services from this Website, before entering any competition on the Website or before registering as a member of this Website. If you do not provide that Personal Information to Wangaratta Cinema Centre, Wangaratta Cinema Centre may not be able to sell you movie tickets, goods or services, enter you into that competition or register you as a member.

2. All Personal Information Wangaratta Cinema Centre collects from this Website will be maintained in accordance with Wangaratta Cinema Centre's Privacy Policy.

3. You acknowledge that if you do not register as a member of this Website, parts of this Website designed for registered members may not be accessible to you.

4. You agree to keep all membership and registration information secret and accept responsibility for all actions performed by any person accessing this Website using your member account.

5. Wangaratta Cinema Centre may use techniques designed to identify fraudulent activities on the Website, such as fraudulent credit card use. If any unauthorised use of your credit card occurs as a result of your credit card purchase on the Website, you should notify your credit card provider in accordance with its reporting rules and procedures.

6. You agree that Wangaratta Cinema Centre may cancel your registration as a member and/or refuse you access to this Website at any time in its sole discretion.

### **5. SUBMITTED DATA AND COMMENTS**

1. For any information or material provided by you for entry into any competition hosted on this Website, or any comment made by you in respect to any information on this Website, you agree to grant us irrevocable, perpetual, royalty-free, non-exclusive, worldwide license to use, reproduce, modify, sublicense, redistribute, adapt, transmit, publish, broadcast and display that information or material and create derivative works from it.

### **6. MOVIE TICKET PURCHASES**

1. Movie tickets purchased via this Website are non-refundable and are not available for exchange, unless required by law.

2. A booking fee per ticket will apply to all tickets purchased via this Website.

3. Where allocated seating applies to a session you have the choice of choosing your own seat on the Website. Otherwise seat allocation for movie tickets purchased via this Website is on a "best available" basis and is carried out by a prescribed computer program.

4. You agree that Wangaratta Cinema Centre may at its discretion, refuse to sell movie tickets to you or withdraw any movie tickets from sale via this Website.

### **7. PURCHASES AND GST**

1. Prices on this Website include GST where applicable.

### **8. COMPETITION ENTRY**

1. By entering any promotion or competition you are bound by and agree to comply with the competition terms and conditions of that competition.

### **9. MODIFICATION OF THESE TERMS AND THIS WEBSITE**

1. You agree that Wangaratta Cinema Centre may at any time, in its sole discretion, modify and part of this website, including these Terms of Use.

### **10. THIRD PARTY LINKS AND ADVERTISING**

1. Wangaratta Cinema Centre provides hyperlinks to third party sites ("Linked Sites") for convenience only, and the inclusion of the hyperlink does not imply any endorsement of the

Linked Site by Wangaratta Cinema Centre or its affiliates. In addition, the inclusion of third party advertising on this Website (whether with or without hyperlinks) is not an endorsement or recommendation of the third party advertiser by Wangaratta Cinema Centre or its affiliates.

2. You acknowledge and agree that Linked Sites are not under the control of Wangaratta Cinema Centre and that Wangaratta Cinema Centre is not liable or responsible for:

1. any act, omission or negligence of any person who administers or owns any Linked Site;
2. the copyright compliance, legality or decency of any Linked Site;
3. the accuracy or reliability of any information provided by any Linked Site;
4. any goods or services provided by any person who administers or owns any Linked Site; or
5. the performance of any obligations owing to by any person who administers or owns any Linked Site.

### **11. REPRESENTATIONS AND WARRANTIES**

1. You acknowledge and agree that apart from where required by law, this Website and all Website Content are provided "as is" without warranties of any kind, express or implied.

2. You acknowledge that, apart from where stated to the contrary on this Website, Wangaratta Cinema Centre has not made any representations or given any warranties:

1. as to the functionality or content of this Website;
2. as to the accuracy or completeness of any Website Content;
3. that access to this Website will be uninterrupted or error free or that the Website or the server which stores and transmits the Website Content to you are free from viruses;
4. that any links contained on this Website will provide you with any useful information; or
5. that movie tickets to any particular cinema, movie or session will be available for sale to you.

### **12. DISCLAIMER**

Except as provided by law, neither Wangaratta Cinema Centre nor its affiliates nor the employees, officers and agents of Wangaratta Cinema Centre or its affiliates will be under any liability to you, in contract, tort or otherwise, in respect of any loss or damage (including consequential loss or damage, loss of profits, economic loss or loss of information) which may be suffered or incurred or which may arise directly or indirectly in respect of:

1. your use of this Website;
2. the accuracy, completeness or usefulness of any Website Content or information contained in that Website Content;
3. your use of any websites that this Website links to;
4. any movie tickets or other goods or services supplied pursuant to these Terms of Use; or
5. in respect of the failure of Wangaratta Cinema Centre to comply with its obligations under these Terms of Use.

### **13. IMPLIED TERMS**

Where legislation implies in these Terms of Use any condition or warranty and that legislation avoids or prohibits provisions in a contract excluding or modifying the application or exercise of or liability under such condition or warranty, the condition or warranty will be deemed to be included in these Terms of Use. However, the liability of Wangaratta Cinema Centre for any breach of such condition or warranty or any other breach of these Terms of Use will be limited, at the option of Wangaratta Cinema Centre, to one or more of the following:

1. If the breach relates to goods:
  1. the replacement of the goods or the supply of equivalent goods;
  2. the repair of such goods;
  3. the payment of the cost of replacing the goods or of acquiring equivalent goods; or
  4. the payment of the cost of having the goods repaired; and
2. If the breach relates to services:
  1. the supplying of the services again; or
  2. the payment of the cost of having the services supplied again.

### **14. GOVERNING LAW**

1. These Terms of Use shall be construed in accordance with and shall be governed by the laws in force in the State of Victoria.
2. You irrevocably submit to and accept the exclusive jurisdiction of any of the Courts of the State of Victoria or the Commonwealth of Australia and any courts of appeal from these courts.