

TERMS AND CONDITIONS OF SALE AND PRIVACY POLICY

General

These terms and conditions govern your use of this website and any Digital Platform (hereafter referenced as the **Website**), including the use and sale of FringeTIX® tickets, merchandise, Memberships, vouchers and donations (**Services**) through the Website and FringeTIX® Call Centre and Box Offices, and use of the Digital Platform. By using the Website or acquiring Services you acknowledge that you have read, understood and are bound by these terms and conditions (**Agreement**). If you do not understand the Agreement, or do not accept any part of it, then you may not use the Website or Services.

In this Agreement:

'Ticket' means a FringeTIX® ticket (whether printed or electronic) to an Event.

'Event' means an event, concert, or performance for which FringeTIX® sells tickets, and includes Digital Events, unless stated otherwise throughout this Agreement.

'Presenter' means the owner or publisher of an Event.

'Venue' means the establishment in which the Event takes place.

'Content' means any content or material on the Website and any content filmed or live within an Event or Digital Event.

'Intellectual Property' means any intellectual property rights whatsoever, whether registered or not, whether arising now or in the future, on any legal basis and in any jurisdiction, including rights in relation to copyright, patents, inventions, trade mark, design, trade secrets, know how, goodwill, reputation and confidential information.

'LPA' means Live Performance Australia.

'We', 'us' or 'our' means FringeTIX Incorporated (ABN 71 66 859 461) (FringeTIX).

'You' means the person using the Website and or acquiring a Ticket online.

Intellectual Property Rights

The material on this Website and all Content and Intellectual Property in the same is protected and property of FringeTIX, Event, Presenter, Venue or the respective owner.

Except as expressly stated in this Agreement, you do not have any right, title, or interest in any Intellectual Property in any material or Content. You may use it for your personal and non-commercial purposes only. You must not otherwise use, copy, modify, transmit, store, publish, exploit, rent, lease, loan, sell, or distribute this material or Content or Intellectual Property, or create any derivative works, without written permission from us and, if applicable, the respective owner.

You must not use any logos or other trademarks displayed on the Website, whether registered or not, or modify them in any way without written permission from us or the owner.

Without limiting the above, you acknowledge that the Presenter is the owner or the licensee of all Intellectual Property of the Event.

Website Content & Service

The Event, Presenter, or Venue may at its discretion and without giving notice alter, remove or suspend any part of the Website and any Content. In no event will FringeTIX be liable for any loss or damage arising as a result of any such change made to the Website or Content.

While we aim to ensure all information on the Website is up-to-date, details may change from time to time.

You are not allowed to and agree not to circumvent, disable, fraudulently engage with, or otherwise interfere with any part of the Website or Content (or attempt to do any of these things).

We do not guarantee uninterrupted, fault-free or error-free Services or use of the Website including viewing of any Digital Event.

The Website may contain links to other websites, content or services, including to any Digital Platform. We do not guarantee that the links, or any content to which they link, will be functional, accurate, secure or up-to-date and you use any other website or content at your own risk and you agree to comply with the terms and conditions applicable to that website or service. FringeTIX is not liable for any loss or damage suffered as a result of your non-compliance with a third party's terms and conditions.

Accounts

To use some Services on this Website, including purchasing tickets you must create an online account (Account). To do so, you must have an email address. By creating an Account, you

agree to receive notices relevant to your ticket purchase or attendance at the Event or Venue from FringeTIX at this email address.

You must be at least 18 years of age (or the applicable age of majority in your jurisdiction) to create an Account. If you are under 18 years of age but at least 13 years old then you may present this Agreement to your parent or legal guardian and they may create an Account on your behalf.

You are responsible for all activity that occurs under your Account, including unauthorised activity.

You must safeguard the confidentiality of all your account credentials. If you are using a computer that others have access to, you must log out of your account after each session. If you become aware of unauthorised access to your account, you must change your password and notify us immediately.

FringeTIX may, at its discretion and at any time, suspend an Account without prior notice.

If you register with the Website on behalf of another individual, you must ensure that the other person is aware of and agrees to this Agreement, and you warrant that you have done so and are authorised to bind that other person.

You are responsible for the security and proper use of all passwords and links in relation to your Account and must take all necessary steps to ensure that all passwords and links are kept confidential, and are used properly and not disclosed to unauthorised people. You will be responsible for all activities (including viewings of Digital Events) using your Account. You must inform FringeTIX immediately if you have any reason to believe that any passwords/URLs in relation to your Account have become known to someone not authorised to use it or if any passwords are being or likely to be used in an unauthorised way.

Ticketing Information - FringeTIX®

All FringeTIX® tickets are sold on behalf of the organisation or artists responsible for providing the Event.

All tickets are subject to any additional conditions applicable to the specific Event notified at the time of sale by FringeTIX or by the Venue or Digital Platform (as applicable).

FringeTIX® issues tickets in accordance with the LPA Ticketing Code of Practice. For a copy of the LPA Ticketing Code for consumers please view at: <https://2016-assets-adelaidefringe-com-au.s3.amazonaws.com/production/2018/10/03/06/18/59/ff6aa84f-23cb-474b-8eca-00071f8b9687/Revised%20LPA%20Consumer%20Code%202018.pdf>

If an Event is cancelled, the Event, Presenter or Venue assumes no obligation for arranging a substitute Event or performance.

FringeTIX (including via the Event Presenters) reserve the right to alter FringeTIX® ticket prices, audience capacity or seating arrangements at their discretion, for Events and Digital Events.

The Venue's management reserves the right to refuse admission. This may be due to an assortment of reason, including, but not limited to; offensive or violent behavior, health and safety concerns (including proof of vaccination)

No audio or video recorders or cameras may be taken into the Venue or used without permission of the Event Presenter and Venue management by prior arrangement. A breach of this condition may lead to the confiscation of all equipment and removal of the patron from the Venue. Mobile phones taken into the Venue may not be used for the purpose of recording the performance.

No drugs, weapons, food, glass containers, umbrellas or lasers may be taken into a Venue.

Some Venues have no alcohol or non-smoking restrictions. Refer to conditions of entry at the Venue.

The Event Presenter reserves the right to film, video, record, photograph, broadcast or telecast the Event and you consent to the use of any image or recording taken of you, and anyone for whom you are responsible, while at an Event. We are not obliged to use, broadcast or provide to you any such recording.

FringeTIX collects your personal information including a mandatory first name, last name, postcode and an email address or phone number. Other information that may be collected includes your date of birth and postal address. The mandatory data is collected in order to comply with contact tracing requirements, as well as contact you in the instance of an event cancellation or re-schedule.

FringeTIX may refuse to issue you a ticket if you do not comply with contact tracing regulations as recommended by SA Health.

You can read our full privacy policy at the bottom of this document.

All FringeTIX® ticket prices are stated in Australian dollars and include GST where applicable.

FringeTIX is the only authorised ticket seller for this Event. We strongly recommend that you only purchase tickets from an authorised ticket seller.

There are laws that govern the reselling of tickets. Tickets resold not in accordance with law may attract criminal penalties.

If you have purchased a ticket and can no longer attend the Event, you can pass on your ticket or sell it to a friend in accordance with reselling laws. You will be liable for all refunds in the

event of a cancellation. If there's a change to the Event, you will be responsible for passing this information onto the ticket holder.

FringeTIX (including if requested by the Presenter) has the right to disable your Account or access to the Digital Platform or any Digital Event at any time if in FringeTIX/the Presenter's opinion you have failed to comply with any of the provisions of this Agreement.

Without limiting any other provision of this Agreement, the Digital Platform is for your own personal and non-commercial use only and you may not (nor support others to) either (i) use the Digital Platform for educational purposes or commercial use or (ii) make any copies of any streams or videos of Digital Events or Content, or any Intellectual Property in the same.

No part of the Digital Platform or any Digital Event may be copied or reproduced in any manner and you may not use any automatic device or manual process to access, acquire, copy or monitor any portion of the Digital Platform or any Digital Event or in any way reproduce or circumvent the navigational structure or presentation of the Digital Platform.

You agree you will not (nor support others to) circumvent or modify any security technology or software that is part of the Digital Platform.

You indemnify us and the relevant Presenters from any liability, damage, expense, losses or costs arising from your breach of this Agreement in connection with your use or access to the Digital Platform or Digital Events incurred or suffered by us or the relevant Presenters.

If you choose to access the Digital Platform or Digital Events from locations outside Australia, you do so at your own risk and are responsible for compliance with local laws.

By purchasing a ticket for a Digital Event you are granted a personal, non-exclusive, non-transferable right to view and stream the Digital Event through the Digital Platform.

E-Tickets

The Venue will accept e-tickets.

Your order confirmation is your ticket and will feature a QR code or a link to access your Digital Event ticket. Please read all information on your order confirmation carefully, as this will inform you how your Venue will admit you or how you will have access to view the Digital Event.

Please do not print your order confirmation unless necessary. Your e-ticket will be accepted in digital form.

Ticketing Fees

All transactions made will incur a \$4.80 transaction fee.

In line with Live Performance Australia guidelines; Postage and Transaction Fees are not refunded in the event of a cancellation.

Refunds – Events

Refunds or exchanges may be considered in compliance with the terms and conditions as outlined under the LPA Ticketing Code of Practice and under Australian Law. If an exchange is permitted, an exchange service fee of \$10.00 will apply. Please see the exchange conditions as outlined below.

If an Event is cancelled, your tickets will be refunded in line with the LPA Ticketing Code of Practice.

Refunds for tickets purchased by credit card via the Website or Call Centre will be refunded automatically to that credit card. Tickets purchased by EFTPOS at one of our Box Office locations will be refunded by a bank transfer. In this instance, you will be required to provide FringeTIX with your direct deposit information in order for your refund to be processed.

FringeTIX® tickets purchased by Fringe Voucher will be refunded back to a replacement voucher. A new voucher code will be sent to you via email. No cash refunds will be issued for purchases made by voucher.

If the advertised ticket price is discounted after you purchase your tickets, you are not entitled to a partial or full refund.

In the event that you are entitled to a refund due to a major change (in accordance with LPA guidelines), the refund must be actioned prior to the time of the Event. If you attend the Event, or do not contact FringeTIX prior to the Event, you are not entitled to a refund. No refunds will be issued at the time of, or after the Event takes place.

Dissatisfaction of an Event does not entitle you to an exchange or refund, as per the LPA Ticketing Code of Practice.

In line with Live Performance Australia guidelines; Postage and Transaction Fees are not refunded in the event of a cancellation.

Concession Card Holders

Holders of valid concession cards are eligible for Concession price FringeTIX® tickets, where applicable. This includes Seniors Card holders, full-time students and health care card holders. You may be asked to show your valid concession card when purchasing or collecting your FringeTIX® tickets, or on entering the Venue and may be denied entry should you fail to supply valid ID relating to your concession.

Companion Cards

This event accept the Companion Card and will issue a free companion ticket when purchased with an accompanying paying ticket. Please call 8100 2089 (FringeTIX Accessibility line) to make a booking. Alternatively you can register your Companion Card [here](#) which will allow you to book your future Companion Card tickets online.

When Companion tickets are being purchased over the phone or counter, the ticket seller may ask for the Companion Card number. When attending an Event, the Venue staff may ask to see the Companion Card on entry. Failure to present a Companion Card may result in refusal of entry.

Digital Events do not require a Companion Card ticket to be issued. Your Companion can view the Content with you under your 'Watch from Home' Ticket.

Latecomers

Venue and Event staff reserve the right to deny entry to an Event if you arrive late. Many Events have a strict no-latecomer policy and no refunds will be issued if you are denied entry. Latecomer policies are in place to prevent disruption to the performers and other audience members. Events will endeavour to commence at the advertised time, please ensure you are at the Event well in advance of the performance start time.

Digital Events may also have a strict no-latecomer policy and refunds will not be issued if you fail to access the Digital Platform at the required Digital Event start time.

Ratings and Content Warnings

All Events and Digital Events are self-rated by the artists or producers or Presenters associated with an Event. No responsibility is taken for an incorrect rating, or unsuitability of an Event.

Unless an Event is categorised as a Kids and Family Event, the content may not be suitable for all ages. It is your responsibility to check the suitability of an Event for any children for whom you are purchasing tickets. This includes when purchasing tickets at a Box Office or through the Call Centre.

The Venue which you are attending reserves the right to request proof of age identification before permitting entry into an Event, and may deny entry if the work is not deemed suitable for children.

Some Venues may have liquor licensing in place that does not allow under 18s entrance past a certain time, even if accompanied by an adult. If unsure, you are advised to contact the Venue.

The rating 18+ is strictly restricted to patrons 18 or older. This could be due to content of the Event or liquor licensing regulations at the Venue. If you purchase a ticket that is for an 18+ performance and you are denied admittance, you will not be refunded the ticket price.

Dissatisfaction with the content or rating of an Event or Digital Event does not entitle the customer to a refund.

Every effort has been made to ensure the accuracy of the program and its details, however Event details, prices and ratings are subject to change wherever necessary and without notice.

Payment

If you are unsure if a payment has gone through on the FringeTIX website, please contact us by calling 8100 2000.

If payment has been unsuccessful, we can happily help you secure your tickets through our Call Centre. We are unable to provide a refund for duplicate bookings, so if you are unsure, it is best to check with us before proceeding on a secondary transaction.

FringeTIX® does not accept AMEX cards.

Security & Privacy

You are responsible for the security of your username and password.

We do not guarantee that this Website or any third party website linked to this Website is free from viruses or other material that could affect your device. You should take your own precautions against these risks.

You can read our full Privacy Policy below.

Cookies

Our Website uses cookies. Cookies are small text files that are stored on your device. They are created when you visit a website, to help the website owner to manage how their site is used, including tracking users' movements between pages or visits, keeping information voluntarily given by the user and matching a user's historical preferences with content and advertising that may be of greater relevance to them, to make the user's experience more personal.

Please refer to our full Privacy Policy linked above for more information about how we use cookies.

Disclaimers and Liability

Your access to and use of this Website and Content (including the Digital Platform and Digital Events) is at your own risk and we will not accept any liability in relation to it, other than to the extent the liability that cannot be excluded under applicable laws.

Australian Consumer Law provides certain statutory guarantees for consumers which cannot be excluded. Nothing in these terms and conditions modifies or excludes those guarantees.

To the extent permitted by law, the Event, Presenter or Venue will not be responsible or liable for any loss, damage or injury to the extent arising under or in connection with this Agreement, including from:

- your access to and use of the Website or any related Content or information;
- your attendance at or viewing of any Event;
- your purchase of FringeTIX® tickets;
- your access to and use of the Digital Platform and Digital Events;
- your negligent acts or omissions;
- any pre-existing medical condition;
- your breach of this Agreement; or
- your reliance on reviews or opinions about Events and performers.

You should make your own further enquiries before deciding whether an Event is suitable.

You are responsible for your personal possessions such as bags, mobile phones and other items you carry with you to Venues.

FringeTIX reserves the right, without notice, to do any of the following at any time:

- to modify, interrupt, suspend or terminate operation of or access to the Website, or any portion of the Website; and
- to modify or change the Website, and any policies or terms.

Termination

FringeTIX has the right to terminate your access to the Website at any time, without notice, for any reasons, including without limitation, breach of this Agreement.

Without limiting the above, FringeTIX has the right to terminate your access to any or all of the Digital Platform at any time, without notice, if FringeTIX has reason to believe that you are not using the Digital Platform as an individual consumer but are using it as an institution, or otherwise are in breach of this Agreement.

Amendments

We may amend this Agreement by updating them on our Website. Your continued use of the Website is deemed to be an acceptance by you of any such amendments.

Coronavirus (COVID-19) Terms and Conditions

In the case of any Government enforced restrictions, FringeTIX will be guided by the State Government of South Australia, SA Health, and LPA.

Changes to Events

FringeTIX and the Event Presenters reserve the right to alter FringeTIX® prices, audience capacity or seating arrangements on the advice of Government and State organisations in response to Coronavirus (COVID-19).

In the event of a Coronavirus (COVID-19) related government closure resulting in the cancellation of the Event, ticket holders will be contacted via email and presented with options to remedy the cancellation. Ticket holders will have four weeks (28 days) to respond to us, indicating which option they select. Failure to notify us of your selection within 28 days of the email being sent will infer that you select to donate the full ticket amount to the artist and/or Venue at our election (refer to option 1 below).

1. **Donate Your Ticket/s:** Ticket holders can choose to donate their ticket/s to the Artists and Venues of the Event (less any Transaction Fees or Inside Charges which will be retained by FringeTIX).
2. **Refund:** Ticket holders may request a full refund less any FringeTIX fees & charges which will be retained by FringeTIX. This includes Transaction Fees (\$4.80) and/or Postage Fees (\$3.25)). Artists and Venues will not receive any payment in this instance.

Under the LPA, FringeTIX is not required to provide a remedy if:

- A ticket holder is well and does not wish to attend an Event due to fears of exposure to Coronavirus (COVID-19); or
- A ticket holder is unwell and does not attend an Event (other than due to Coronavirus (COVID-19) illness or symptoms); or
- A ticket holder is from a group at a higher risk of Coronavirus (COVID-19); or
- A ticket holder is denied entry into the Event for reasons that are mandated (event, Venue or Government mandated) at the time of performance. For example, these reasons may include (but not be limited to) non-compliance with mandatory mask wearing or unwillingness to provide personal contact information when requested including proof of vaccination certificate.
- The ticket holder attends the performance and subsequently leaves part way through due to feeling unwell.

In the event of a mandated requirement to self-isolate, ticket holders may be entitled to a remedy if:

- Ticket holders have contacted FringeTIX® no later than 6 hours prior to their Event start time and a discussion has occurred in regards to their ticketing options, ticketing options are outlined above.
- Proof of mandatory isolation is provided if requested by FringeTIX® no later than 6 hours prior the performance start time.

In the event of Government mandated border closures, the ticket buyer will be entitled to a ticket remedy if;

- The ticket buyer has contacted FringeTIX no later than 6 hours prior to the Event start time and a discussion has occurred in regards to ticketing options.
- Proof of border closure occurring after the date of ticket purchase is provided upon request to FringeTIX no later than 6 hours prior the performance start time.

If you are feeling unwell with Coronavirus (COVID-19) symptoms and hold tickets to an upcoming performance contact FringeTIX® on 1300 621 255 immediately to discuss your options. FringeTIX strongly discourages patrons to attend Events when they are exhibiting COVID-19 symptoms. We will work with the ticket holder to find a remedy in the best interests of both the ticket holder and the artist. Audiences may need to provide proof that they have sought a Covid-19 test prior to any remedy being arranged. Audiences must contact the FringeTIX call centre in this instance on 1300 621 255.

Coronavirus (COVID-19) Conditions of Entry:

If you and/or the members of your group are unwell, or have experienced cold or flu like symptoms within the last 14 days, and/or you or any members of your group have been in contact with someone with Coronavirus (COVID-19) and/or have returned from interstate or overseas and have been advised to isolate, we ask that you do not attend any FringeTIX Event or Venue until you are well again and/or have been released from isolation and cleared by Coronavirus (COVID-19) testing.

If you are attending an Event as part of a group, as the primary ticket purchaser, you are responsible for knowing the contact details of all attendees in your group. In the event you are contacted directly by the Government, including the Department of Health for the purpose of contact tracing, you must: a) make the contact details of you and your group available and b) contact each member of your group, and request that they provide their contact details directly to the relevant health authorities.

Venue management have a right to evict patrons who are displaying Coronavirus (COVID-19) symptoms. If an eviction from an Event occurs, the ticket holder and/or accompanying group will not be entitled to a refund or exchange.

All Venues and events at FringeTIX may require patrons to wear a mask in accordance with current government mandates. It is the patrons responsibility to provide their own mask.

Admittance may be denied if a patron fails to produce and/or wear a mask. See [SA Health](#) for more information on mask requirements, exemptions and how to wear a mask.

eNews sign up or Opt In at checkout

By signing up to eNews, you are giving FringeTIX, the Event, Presenter and Venue permission to send you information related to FringeTIX, future touring events of the Event, Presenter or Venue and other third parties.

Once on our e-news database, you will receive info about tix, discounts and other art news.

In each eNews edition, there will be an unsubscribe button. If you wish to discontinue receiving eNews from us, simply click unsubscribe and you will be permanently removed from our database.

Please note that once you unsubscribe you will have to manually sign yourself up to our database again if you ever wish to re-subscribe.

Please see full Privacy Policy Below.

Privacy Policy: Privacy of Presenters & the Public

First endorsed: December 2007 Last Revision: December 2017 This revision: November 2020

STATEMENT OF COMMITMENT

FringeTIX (**we, us, our**) respects and is committed to protecting the privacy of its artists, employees, prospective employees, Venues and the general public (**you**).

In order to provide effective services to you, the FringeTIX may need to collect certain personal information. FringeTIX has a commitment to the security of your information and recognises that

any personal information we collect about or from you will only be used for the purposes for which we have collected it or as allowed under the law.

FringeTIX is committed to abiding by the *Privacy Act 1988* (Cth) and the Australian Privacy Principles (**APPs**) contained in the Act, available on the website of the Office of the Australian Information Commissioner: <https://www.oaic.gov.au/privacy/australian-privacy-principles/read-the-australian-privacy-principles/> (together, Australian Privacy Laws).

The purpose of this Privacy Statement is to assist you to understand the way we manage your personal information.

Personal information

When we refer to personal information we mean information or an opinion about an identified individual, or an individual who is reasonably identifiable, whether or not that information is true or recorded in material form. It does not include information where the identity has been removed (i.e. anonymous information).

Collection, use and disclosure of personal information

Collection

At all times we try to only collect the information we need for the particular function or activity we are carrying out.

The type of personal information that we collect from you will vary depending on your interactions with us but may include:

- Name
- Company name
- Postal address (primary and secondary)
- Email address
- Telephone (work, home, mobile)
- Job title
- Date of birth/age range
- Gender
- ABN (for FringeTIX registered artists)
- Bank account details (for FringeTIX registered artists presenting a ticketed event)
- Transaction and payment details relating to any purchases you make with us
- Specific interests in our program or activities
- Specific interests in particular events or Venues involved with FringeTIX
- Details relating to your previous attendance at FringeTIX festivals as well as other arts attendances and interests

The main way we collect personal information about you is when you give it to us. For example,

FringeTIX may collect personal information about you in the following ways:

- When you make a purchase through FringeTIX® including the purchase of tickets, vouchers, Fringe Membership and merchandise
- When you request information from us
- When you register as an artist
- When you register as a Venue
- When you register an event
- When you apply for a job with us
- When you make a donation to us through our Artist Fund
- When you subscribe to our mailing lists, bulletins and e-news
- When you visit our website (through the use of cookies)
- When you enter an FringeTIX competition or promotion
- When you complete an FringeTIX survey
- When you RSVP to an invitation or event hosted by FringeTIX

We use social media sites including, but not limited to, Facebook, Instagram, Twitter, Flickr, YouTube, Pinterest, Yelp, Foursquare, LinkedIn, Snapchat, TikTok to communicate with the public about our functions and activities. When you communicate with us using these services we may collect your personal information and share it, but only to help us to communicate with you and the public. These social media sites will also handle your personal information for their own purposes. These sites have their own privacy policies, which can be accessed at their respective websites.

Any information or content created by you that is in the public domain may be shared by FringeTIX. This may include, but is not limited to, publicly accessible information on social media sites, blogs forums, TikTok and websites. FringeTIX will endeavour to credit content creators wherever possible.

When you use our website or mobile applications we may collect information about your location or activity including IP address and whether you have accessed third party sites, the date and time of visits, the pages that are viewed, information about the device used and other user location information.

Use and disclosure

FringeTIX will only use or disclose your personal information where we have a legal basis for doing so, including where reasonably necessary for our functions and activities, or by your consent.

FringeTIX may use personal information collected from you in the following ways:

- To contact you regarding your booking and advise you of cancellations, Venue and time changes, or to inform you of updated information relating to the events or Venues you have purchased tickets for
- To provide your details to the Venue or event, in order for important information regarding the Venue or event for which you have purchased tickets

to reach you

- To post out your tickets, vouchers, memberships and/or merchandise
- For personal identification when you collect your pre-purchased tickets
- For personal identification if you have lost your tickets or they have been stolen and need replacing
- For personal
- To complete financial transactions and where applicable, process your credit card payment and/or refund transactions for tickets, vouchers, memberships and/or merchandise
- To compile data on the preferences of attendees of FringeTIX events in order to improve future services and programming
- To pass on to the artist/event Presenter if you have authorised us to do so during the booking and account registration process. During this process, you will be asked if you would like to receive information from the artist/Venue/event Presenter for the events you have purchased. If you give your consent, we may forward this information (name, postcode and email only) to the artist/event Presenter if they request it. FringeTIX is not responsible for the management or use of this information. If you no longer wish to receive this information from them you will need to contact the artist/event Presenter to unsubscribe.
- To pass on to an FringeTIX promotional partner/s if you have authorised us to do so during a competition or promotion entry process. During this process, you will be asked if you would like to receive information from the promotional partner/s. If you give your consent, we may forward this information (name, postcode and email only) to the promotional partner/s if they request it. FringeTIX is not responsible for the management or use of this information. If you no longer wish to receive this information from them you will need to contact the promotional partner/s to unsubscribe.

FringeTIX may also use your personal information in the following ways:

- To provide you with further information which may be of interest (including updates and offers) if you have voluntarily subscribed to the FringeTIX e-news
- To send you SMS offers if you are a Fringe Member
- To respond to you regarding employment enquiries
- To contact you in response to your specific FringeTIX enquiries
- To contact you regarding the status of your MyFringe or Membership account, including to notify prize winners
- To thank our staff, artists, Venues, sponsors, volunteers and supporters
- If disclosure of your personal information is required by law
- For targeted marketing, both direct and indirect, via electronic mail and social media
- For any other reasonable business purpose which will enable FringeTIX to better service your needs or protect the FringeTIX and associated individuals from harm

FringeTIX may share your personal information to the following:

- Our related bodies corporate, contractors or service providers for the purposes of

operation of our website or our business, fulfilling requests by you, and to otherwise provide products and services to you including, without limitation, ticketing providers, web hosting providers, IT systems administrators, mailing houses, couriers, payment processors, data entry service providers, electronic network administrators, debt collectors, and professional advisors such as accountants, solicitors, business advisors and consultants

- To suppliers and other third parties with whom we have commercial relationships for business, marketing, and related purposes
- Another organisation for any authorised purpose with your express consent
- Artists, Venues or events taking part in FringeTIX, whom you have expressly opted to receive communication from, during the FringeTIX transaction process

If you no longer wish to receive communication from FringeTIX registered artists, Venues, events or from FringeTIX partners and suppliers once you have opted to receive communications through www.adelaidefringe.com.au, you will need to contact the relevant party to unsubscribe.

Direct marketing

From time to time we may use your personal information to provide you with current information about offers you may find of interest, changes to our organisation, or new products or services being offered by us or any company with whom we are associated.

These communications may be sent in various forms, including by telephone, post, fax, email SMS or any other form of electronic communication in accordance with the Australian Privacy Law and the Spam Act 2003 (Cth).

If you do not wish to receive marketing information, you may at any time decline to receive such information by telephoning us on 08 8100 2000 or by writing to us at privacy@adelaidefringe.com.au. If the direct marketing is by email you may also use the unsubscribe function. We will take all reasonable steps to meet your request at the earliest possible opportunity.

Anonymity

Where practicable, we will allow you to interact with us anonymously or using a pseudonym

When creating an account on www.adelaidefringe.com.au, when you make a purchase over the phone or at a FringeTIX Box Office, we ask you to provide your name and a method of contact, which can be an email address or phone number. We require this information from you in order to provide you with the best possible customer service experience so that we can notify you of any event or Venue changes relating to your transaction. We also need valid credit or debit card details if you want to buy tickets. This is so that we can process your transaction.

Should you not wish to provide FringeTIX with any contact details when purchasing tickets, you have the option of making an anonymous cash payment at the Venue Box Office within 30 minutes of the event

commencing. If you choose to make an anonymous cash payment, you will be doing so with the knowledge that FringeTIX will not be able to make contact with you to notify you of any event or Venue changes or cancellations and will not take any responsibility for failure to contact you.

Storage of information

The information that we collect from you may be stored on our secure servers and, in respect of payment information, on those of our third party provider of payment processing services purely for the purposes of processing payment.

The information we collect from you may be processed by staff who work for us or for one of our suppliers. Such staff may be engaged in, among other things, the hosting of the Website and App and/or provision of support services. By submitting your personal information, you agree to this storing and/or processing. We will take all steps reasonably necessary to ensure that your information is treated securely and in accordance with this privacy policy and the Australian Privacy Laws.

FringeTIX does not store your credit card information for future transactions without your permission. Instead, a token containing your payment details remains (in an encrypted format) within our payment processing provider's secure network, in compliance with data protection legislation and any other applicable laws, regulations or standards, until it expires (cancellation or expiration of card) as dictated by the payment processing provider.

If at point of transaction, you select and authorise for your card to be stored to speed up any future transaction, our secure payment provider will store this information against your account. No transaction can occur without your authorisation and the entering of your card's unique CVV. FringeTIX suggests that you create strong passwords for your FringeTIX account so that only you have access to make purchases using your stored card on our website.

Cookies / collecting information from websites

What is a cookie?

Cookies are small data files transferred onto computers or devices by websites for record-keeping purposes and to enhance functionality on the website.

Cookies help a website to remember information about your visit. This can make your next visit easier and the site more useful to you. Without cookies, the FringeTIX website would treat you like a new visit every time.

How does FringeTIX use cookies?

When you visit the FringeTIX website, we may collect personal information from you automatically through cookies including:

- your IP address and or domain name
- your operating system (type of browser and platform)
- the country you are accessing the website from
- search terms and pages visited
- referring domain and link out if applicable
- the date, time and length of your visit to the website

We use these cookies to serve you with advertisements that may be relevant to you and your interests, to ensure we don't display advertisements to you repeatedly, and to help us regulate the advertisements you receive and measure their effectiveness. We also use these cookies to remember your preferences as you navigate the FringeTIX website, for example by remembering the items in your shopping cart.

FringeTIX may also collect information about how you use its websites to help us personalise our products and services to you. We use Google Analytics to inform us of how visitors use our site based on your browsing habits, so that we can improve our site to make it easier for you to find the information you are seeking. These features use first-party and third-party cookies to inform and optimise content based on your past visits to our site. Google Analytics does not identify individual users. Google Analytics is subject to its own privacy policy. For more information about how Google uses your data please visit www.google.com/policies/privacy/partners

The FringeTIX website may contain links to other external websites. FringeTIX is not responsible for the privacy practices or the content of websites that it may link to and, cookies or other tracking devices that are used on linked websites.

How to manage your cookies

Cookies are sent to your browser (such as Internet Explorer, Google Chrome, Safari) by a website and then stored in the cookies directory of your device.

To find out how to allow, block, delete and manage the cookies on all standard web browsers, go to www.aboutcookies.org and select the browser and version you are using. You'll also find information about how to delete cookies from your computer. For the majority of browsers this can be done through your preferences control panel.

If you use a mobile phone or handheld device to browse the FringeTIX website or third-party sites that use cookies, please refer to your phone or device manuals for guidance.

If you disable or refuse cookies, some parts of the FringeTIX website may become inaccessible or not function properly.

Online advertising

FringeTIX also engages in online advertising to keep you up to date with our activities and products, and we target ads to you while you are visiting third-party websites and apps. We do this using a variety of digital marketing networks and ad exchanges, and we use a range of advertising technologies including web beacons, pixels, ad tags, cookies, and mobile identifiers, as well as specific services offered by some

sites and social networks, such as Facebook's Custom Audience service.

The advertisements you see while browsing third-party websites will be based on information we hold about you, including your previous transactions or interactions with FringeTIX, or interactions with previous advertisements. We do not otherwise track any information about your use of other websites.

We use the "visitor action pixels" from Facebook Inc, which act in a similar way to cookies by allowing user behaviour to be tracked after they have been redirected to the FringeTIX website by clicking on a Facebook ad. This enables us to measure the effectiveness of Facebook ads for statistical and market research purposes.

The information collected in this way is anonymous to us, i.e. we do not see the personal information of individual users. However, this information is stored and processed by Facebook, and Facebook may link this information to your Facebook account and also use it for its own promotional purposes, in accordance with Facebook's Data Usage Policy <https://www.facebook.com/about/privacy/>.

A cookie may also be stored on your computer for these purposes. You can opt-out of Facebook's use of cookies and Facebook Pixel Re-Marketing through settings on your Facebook Account. <https://www.facebook.com/settings?tab=ads>.

FringeTIX may also use Facebook Custom Audiences to deliver advertisements to Website Visitors on Facebook based on email addresses that we have collected, including, but not limited to, MyFringe accounts and e-newsletters. We may also use information associated with visitor social media accounts, such as demographic and other information to improve our marketing efforts and deliver custom advertising.

Access and correction to your personal information

Under the Australian Privacy Laws you have the right to ask for access to personal information that we hold about you, and ask that we correct that personal information.

You can ask for access or correction by contacting us and we must respond within a reasonable period. If you ask, we must give you access to your personal information, and take reasonable steps to correct it if we consider it is incorrect, unless there is a law that allows or requires us not to.

You can also update your information by logging into your account on www.adelaidefringe.com.au. Here you can also update your contact preferences and opt in and out of correspondence from us.

Mandatory data breach and privacy complaints process

FringeTIX is aware of and shall comply with the mandatory data breach reporting obligations under the Australian Privacy Law.

If you wish to complain about how FringeTIX has handled your personal information, you may do so by contacting our Privacy Officer, Ella Huisman at privacy@adelaidefringe.com.au or by calling 08 8100 2000.

Contact details

For further information about your personal information held by FringeTIX, privacy issues and this privacy statement, please contact FringeTIX on:

Phone: 08 8100 2000

Email:

privacy@adelaidefringe.com.au

Post: 136 Frome Street, Adelaide
5000

Amendment of privacy statement

FringeTIX reserves the right to amend this privacy statement from time to time and will notify you of such amendments by posting updated versions of the privacy statement on our website.