

Terms & Conditions

Zoo Twilights 2019 Terms and Conditions:

- Moshtix Pty Ltd, moshtix.com.au (collectively "Moshtix") operate Moshtix booking system and web pages ("Moshtix platform") (ABN: 72 076 980 955).
- Please read these **Terms and Conditions** carefully before using Moshtix. By using Moshtix's online Site, you are agreeing to be bound by the following terms and conditions. If you choose not to be bound by the terms and conditions, Moshtix does not grant you the right to use Moshtix and you must not use Moshtix.

Variation:

- Moshtix and Zoos Victoria may vary these Terms and Conditions at any time. Any variations become effective on posting. By making a purchase through this Site after the terms and conditions have been varied, you agree to be bound by the variation.

General Terms and Conditions:

- Tickets are sold by Moshtix as agent for Zoos Victoria ("seller") responsible for the relevant event. ALL CLAIMS ARE THE SOLE RESPONSIBILITY OF THE SELLER AND TO THE EXTENT PERMITTED BY LAW; MOSHTIX HAS NO LIABILITY TO YOU. The following conditions are both of sale (including any resale or subsequent assignment) and conditions of attendance at the event:
- No refund or exchange on any ticket except as required by law or the Live Performance Australia code of practice and as otherwise specified by the seller. If a refund is made, Moshtix may, to the extent permitted by law, retain any fee it has charged.
- The right is reserved to add, withdraw, reschedule or substitute artists and / or vary advertised programs, prices, venues, seating arrangements and audience capacity.
- The right is reserved to charge a fee for the replacement of tickets. Moshtix reserves the right not to replace tickets where seating is not allocated (general admission tickets).
- Entry may be refused if tickets have been tampered with or are damaged or defaced in any way or are not purchased directly from Moshtix or other authorised points of sale.
- Persons under 16 years of age must be accompanied by their ticket-holding parent or a legal adult. If they are not they can be refused entry and will not receive a refund on their tickets. Proof of ID may be requested.
- Zoo Member tickets are not transferable. Holders of Member tickets will need to show their valid Zoos Victoria membership card & ID along with their concert ticket on the day of the concert to gain entry.
- Zoo Twilights is a fully licensed event and no BYO alcohol is permitted. Visitors wishing to purchase alcohol must have photo ID. Anyone found to be supplying alcohol to a minor will be evicted from the Zoo grounds.
- Melbourne Zoo is an outdoor all-weather venue and in the event of rain, the concert will still proceed. NO RAINCHECKS. Exceptions to this policy are when the Zoo is closed prior to 7.00pm due to storm damage or for emergency reasons.
- We strictly do not offer refunds unless it is in the event that a concert has been cancelled
- In the unexpected event that a performance needs to be cancelled, every effort will be made to communicate this information to visitors via SMS, email, the Zoo Twilights and Melbourne Zoo websites, media, social media, our staff and, signage at the Zoo entrances.
- Melbourne Zoo is a smoke-free zone and smoking (including e-cigarettes) in the Zoo is not permitted. Pass-Outs are available from staff.
- For the viewing convenience of all patrons, picnic blankets are recommended. Low profile chairs are only permitted within the designated chair seating areas. High profile chairs are discouraged. In the event that a patron requires a high back chair due to illness or injury, they will be positioned at the rear of the designated chair seating area to avoid obstructing the view of other patrons. The

Twilights event is a general admission picnic-style event and visibility of the stage cannot be guaranteed and may be obstructed, particularly on busy, sold-out evenings.

- Tables, tents, sun shelters, market, golf, and rain/beach umbrellas, glass, balloons, party poppers, balls, roller blades, skate-boards and whistles are prohibited. All items brought into the venue will be checked - including bags, baskets and eskies - and prohibited items will be confiscated. Eskies are not permitted to be used as chairs and no other variants of seating options are allowed-including, but not limited to, bean bags; deck chairs; camping chairs; mattresses; inflatable objects.
- Melbourne Zoo reserves the right to refuse admission or to eject a ticket holder for behaviour likely to cause damage, injury, nuisance, annoyance or for failure to comply with reasonable requests.
- Ticket holders are not permitted to use any audio equipment or musical instrument; or behave in a manner that is likely to cause offence or disruption to other ticket holders.
- Ticket holders are not permitted to conduct any commercial activity in Zoo grounds without the consent of Melbourne Zoo
- Ticket holders are not permitted to use DSLR cameras, recording equipment of any kind, and any other media equipment without the consent of Melbourne Zoo
- Recording and Photography of the Event by Promoter: you consent to be included in official photography, film and sound recordings of the Event and for these recordings to be used by Promoter and/or any of its authorised representatives and contractors in any medium or context without further authorisation by, or compensation to, you.
- All general Melbourne Zoo "Conditions of entry" still apply – www.zoo.org.au/about-us/terms-and-conditions-of-entry-to-our-zoos
- Tickets may not, without prior written consent from Moshtix and the seller, be resold or offered for resale at a premium (including via on-line auction sites) or used for advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services, either by the original purchaser or any subsequent bearer. If a ticket is sold or used in breach of this condition, the ticket may be cancelled without a refund and the bearer of the ticket may be refused admission.
- Scalping warning: The resale of tickets in certain circumstances is governed by ticket sales legislation and may attract criminal penalties.

Zoo Twilights Picnic Hampers:

- The hamper collection point will be at the Leopard Lodge function room closest to Melbourne Zoo's Rail Gate entrance from 5:30pm – 7:00pm only
- Beverages will be available for purchase at the collection point.
- Hamper tickets purchased online do not allow entry into the concert. A separate event ticket is required at the gate.

Additional terms applicable to sales through this Site:

- You must allow adequate time for collection or delivery of tickets. Methods of collection and/or delivery will be available when choosing your collection/delivery details. If the delivery method chosen is type 'Email Print @ Home', it is the purchaser's responsibility to ensure they print the tickets and bring to the event, or show them on their smart phone for admission.
- GST will apply to all goods and services supplied through this Site. Prices in this Site include GST where applicable.
- Where concessions are applicable, suitable and valid identification must be provided for collection of tickets and at the venue.
- Ticket prices listed may already include or be subject to additional booking fees, transaction fees or delivery charges.
- Orders may include or be subject to a credit card processing charge.
- Fees and charges may vary across different methods of booking, including online, phone and retail outlets.
- For information regarding ticketing of live entertainment and sporting events, or to obtain a copy of the Code of Practice for Event Ticketing, contact Moshtix or refer to www.liveperformance.com.au .