

## **Full Noise Festival / Vass Promotions - Terms and Conditions of Use**

**This TERMS AND CONDITIONS OF USE also includes our policies on:**

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When you make a purchase on this web site you agree to be bound by the Terms and Conditions comprising the Conditions of Use, Conditions of Sale, Refund Policy, Security and Fraud Policy and Privacy policy as described herein and displayed elsewhere on this website.

Your privacy is respected and we are obligated to protect your privacy by law. We use the latest security technology to ensure the protection of your details.

We may alter or change the terms and conditions from time to time and by using this service You agree to be bound by any such alterations or changes and use of this site is restricted to personal use and reference only.

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We will not be liable for any damages direct, incidental, consequential or otherwise, loss or corruption of data, loss of profits, goodwill, bargain or opportunity or loss of anticipated savings resulting from Your access to, or use of, or inability to use the web site and its content, whether based in contract, tort, negligence, statute or any other legal theory, and whether or not We know of the possibility of such damage to the extent permitted by law.

We limit Our maximum liability to You whether for breach of these terms or in negligence or in any other tort or for any other common law or statutory cause of action arising in relation to these terms, the site or the content available through the site is limited to \$100 Australian dollars to the extent permitted by law.

This agreement shall be governed by the laws of the State of Queensland, Australia.

## **CONDITIONS OF SALE**

All Prices quoted are in Australian Dollars and include local taxes (GST).

Online sales will cease when the allocation of tickets is sold or at a time otherwise specified.

Tickets are not transferable.

By purchasing tickets the email account you nominate may receive information from the venue or event promoter relating to the event you have purchased tickets for or other events they are producing or associated with. You may opt in or out of this mailing list at any time by following the unsubscribe directions.

The Presenter reserves the right to alter the date, the venue and the entertainment and activities as advertised without prior notice.

It is illegal to re-sell tickets for profit or gain and any person or company caught attempting to do so may be prosecuted to the full extent of the law.

Any person caught re-selling their ticket may not be admitted to the venue or may be ejected from the venue and their tickets shall be deemed void.

The Presenter reserves the right not to sell tickets to any person, agent or company.

Any details provided may be checked for their validity to prevent fraud. Credit card fraud increases the cost of tickets. If we suspect fraud we may prosecute to the full extent of the law.

Tickets will be sent by Australia Post mail or a contracted delivery company or via email. If tickets are sent using Registered Post or a Courier service they will only be sent to addresses where the purchaser can sign for delivery. If you are not at home when the delivery representative calls, they will leave a card in your letterbox to advise you. Mail delivery option will cease to be offered 7~10 days before the event.

The event may have its own entry conditions and we recommend you view these prior to purchase. They are usually available on the event or Presenters web site [www.fullnoisefestival.com.au](http://www.fullnoisefestival.com.au) or elsewhere on this web site.

Note: Your Credit Card statement will itemise a purchase as a charge from "Vass Promotions Pty Ltd".

## **REFUND POLICY**

**Refund information for any event will be posted in the news section of [www.fullnoisefestival.com.au](http://www.fullnoisefestival.com.au) when applicable.**

1. Rescheduled event. The Presenter reserves the right to alter the line up, date, time and/or venue. If the event is rescheduled then your ticket to the advertised event will remain

valid. If you cannot attend a rescheduled event and you [contact us](#) in a timely manner and provide the original ticket(s) and proof of purchase we will refund to you the ticket price inclusive of booking fees but exclusive of delivery or mail fees and or any Processing Surcharge. If you request a refund and we have not already mailed your ticket, then we will also refund you any delivery fee associated with the purchase of such Ticket(s).

2. Cancellation. If the event is cancelled because of an act of war or terrorism or the forces of nature or by any event outside of the control of the Presenter then refunds shall be at the Presenters absolute discretion. If the event is cancelled for any other reason, We will refund to You the ticket price inclusive of booking fees but exclusive of delivery or mail fees and or Processing Surcharge, upon request by You in a timely manner, provided that the original ticket(s) and proof of purchase are presented. Please [contact us](#) to request a refund.
3. No Show / Failure to collect tickets / Delivery fulfillment. We fulfill our commitment to you for the sale of tickets by mailing the ticket to you or by making the ticket available at the door or Box Office for you to collect (E-ticket, Barcoded PDF via email or Venue /Door Collect). If for any reason you are unable to collect all or part of your ticket(s) purchased from Us We are unable to refund your purchase. If you would like to enquire about any unusual circumstance that you believe may warrant a refund outside of the terms stated herein please [contact us](#).
4. Refunds, Exchanges, transfers. We do not refund, exchange or substitute tickets after purchase nor do We replace tickets that may have been stolen lost or destroyed, except as otherwise provided for herein. Please treat your tickets like cash as we cannot replace lost tickets.
5. Responsible Party. For Inquiries or Complaints Regarding the sale and delivery of tickets please contact us on 1300 762 545 1300 762 545 . Regarding the staff and/ or amenity of the venue at the event, please contact the venue management. Regarding the artist's performance, sound or lighting or production quality, please contact [The Presenter](#).
6. Dispute resolution. If you have an issue with our service or feel you have been unfairly treated please contact us immediately. If you have already contacted us and feel that you have not been fairly and reasonably treated, please contact our event staff by email who will review your case.

## **SECURITY POLICY**

When we process your order we collect your credit card and personal information in keeping with Our Terms and Conditions of Use including Our Conditions of Sale, Our Refund Policy, Our Security Policy, Our Fraud Policy and Our Privacy Policy.

When processing your payment we use a 256-bit SSL (Secure Socket Layer) system to encrypt all orders.

128 bit SSL Certificates are designed for securing intranets, extranets and web sites conducting secure transactions. 99.3% of Internet users inherently trust these secure certificates. (Source: [www.webarama.com.au](http://www.webarama.com.au) <http://www.webarama.com.au> , Melbourne, Australia)

If you use Microsoft Internet Explorer (v. 5.0 and above), Netscape Navigator (v. 4.0 and above) AOL (v. 5.0 and above), Mozilla Firefox (1.0.2) Opera (v. 5.0 and above) or other name-brand browser software Your browser should be automatically configured to

manage a SSL connection. Your browser will tell you when you have a secure connection by using a small padlock icon.

Refer to Your browsers help function for details about this feature. This allows for text on secure pages to be converted to an encrypted message.

At no stage does your credit card number get collected or stored in our system. The only parties to receive the entire card number is Our bank and the Payment Gateway.

If you are concerned about using your credit card online please [contact us](#) for assistance.

## **FRAUD POLICY**

This policy is designed to protect the interests and security of our customers. When Ordering: We may record your host name, IP address and the time and date of the purchase to assure safety and security in completing any order via our network. We may use this information to prosecute. This information is only collected for fraud prevention and will not be sold / given to any 3rd party. Please see Our Privacy Policy for more information. We will also use secure server technology to ensure your details are protected. When processing your payment we use a 128-bit SSL (Secure Socket Layer) system to encrypt all orders. Please see Our Security Policy for more information. We will email you upon receipt of your order, verifying your email address. Our on-line processing gateway automatically checks the database of your credit card provider for reported lost or stolen card numbers and to verify against information from credit card providers that informs us of lost, stolen and continual chargeback credit card numbers. We may also call you on the telephone to verify who you are as our fraud policy provides for a random number of customers to be called each day by our staff.

When Delivering: We will deliver your purchase to you by the option you have selected at time of purchase unless an alternate arrangement is made. Please see Delivery Options during purchase for more information.

When you deny or dispute a charge: If you dispute your charge [contact us](#) immediately. Any person(s) committing fraud via our website may be dealt with to the highest penalty allowable under law, without exception. If You falsely dispute a charge or falsely deny a payment on Your credit card will We start legal proceedings against You to recover the amount disputed, plus any costs incurred in collecting the proof or data required to ensure prosecution including international travel, hotel, car hire, fuel, meals etc and or any fees or costs relating to Our designated agent to appear in court. Credit card fraud is a serious offense and will be prosecuted to the fullest extent possible. This no tolerance policy of fighting back each and every case of credit card fraud by the designated agent will cost you much more money than the original amount of the service(s) you received.