

Ticketing Terms and Conditions

Tickets to Victorian Opera Company Limited (Victorian Opera) events and activities (including performances, lectures, workshops classes and various events) purchased directly from Victorian Opera (online, via phone or in person) are subject to the terms and conditions outlined in this document and are governed by the laws of Victoria, Australia. Tickets purchased through authorised third parties are subject to the terms and conditions of those parties which can differ from those included in this document.

Victorian Opera is committed to complying with the [Live Performance Australia \(LPA\) Ticketing Code of Practice](#). This Code of Practice applies to all ticketed events and activities produced or presented by Victorian Opera.

Nothing in these Terms & Conditions excludes or restricts any rights or remedies a Consumer may have under the Australian Consumer Law.

Tickets to Victorian Opera events are sold by Victorian Opera and third parties including ticketing agents and venue box offices. Ticket holders must also abide by the terms and conditions of the third-party ticket sellers authorised to sell on the behalf of Victorian Opera and any venue in which performances, events and activities are held. Please refer to the venue's conditions of entry:

- <https://www.artscentremelbourne.com.au/terms-and-conditions-of-purchase>
- <https://www.melbournerecital.com.au/home/terms-and-conditions-of-sale/>
- <https://malthousetheatre.com.au/terms-conditions>
- <https://www.ticketmaster.com.au/h/purchase.html>
- <https://palais theatre.com.au/your-visit/ticket-info-maps>
- <http://www.gasworks.org.au/box-office-policy/>
- <https://premier.ticketek.com.au/Content/buyers/termssofsale.aspx>
- <https://www.tso.com.au/termsandconditions/>
- <https://theatrenorth.com.au/terms-conditions>

Purchase of Tickets

Victorian Opera reserves the right to change advertised programs and their respective content, dates and times, prices, venues, seating arrangements and audience capacities.

Tickets to Victorian Opera performances events and activities are valid only when purchased directly from Victorian Opera or through authorised third-party ticket sellers. The right is reserved to cancel and not refund ticket(s) that are reasonably believed to have been bought or sold by an unauthorised third-party ticket seller (as outlined in the Third-Party ticket seller section of this policy).

Victorian Opera will advise any known restricted viewing or other limitation information prior to the purchase of a ticket.

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To ensure fair access to tickets, limits may be placed on the number of tickets that can be purchased at one time or per person. Purchases that exceed these limitations may be cancelled by Victorian Opera.

Tickets cannot be on-sold at a premium, packaged with other goods or services, offered as a prize or otherwise used for advertising, promotional or commercial purposes, without the prior written permission of Victorian Opera. Tickets or orders that are in breach of this restriction may be cancelled by Victorian Opera. Ticket holders of tickets that are in breach of this restriction may be refused admission to Victorian Opera performances, events and activities.

Victorian Opera reserves the right to record, broadcast, livestream or telecast any event.

When tickets are purchased to a Victorian Opera performance, event or activity, you consent to being photographed, filmed and taped by Victorian Opera or approved third-party at the venue. Victorian Opera may broadcast, livestream, publish, license and use any photographs, film, recordings and images of ticketholders without compensation. Victorian Opera, all approved third parties and anyone acquiring from them a right to use the material are not liable to a ticketholder in any way for its use.

Victorian Opera Company Limited (Victorian Opera) is committed to complying with our obligations under the Privacy Act 1988 (including the National Privacy Principles (NPPs)) and to the principles of the Privacy and Data Protection Act 2014 (VIC). To view our privacy policy on how Victorian Opera manages the collection, use, disclosure and storage of and access to personal information, please visit www.victorianopera.com.au/privacy.

All prices listed on the Victorian Opera website are in Australian Dollars only. All credit cards will be charged in Australian Dollars.

Third-party ticket sellers

Authorised ticket prices can be found on www.victorianopera.com.au individual production pages.

Victorian Opera works with authorised third-party ticket sellers. We strongly recommend that you only purchase tickets via authorised third-party ticket sellers to ensure you receive a legitimate ticket and can therefore enter the venue.

Victorian Opera advises against purchasing tickets through unauthorised third-party ticket sellers (including but not limited to Viagogo, StubHub, Ticketmaster Resale, Ticketbis, eBay, Gumtree, Tickets Australia, Queen of Tickets, etc.). This is the best way to ensure that you receive a legitimate. Unscrupulous sellers have been known to sell the same tickets multiple times. When this occurs, you will not be able to access your event or activity.

Tickets purchased via unauthorised third-party ticket sellers cannot be verified by Victorian Opera and/or the venue as they have not been purchased on our system(s).

Exchanges are not permitted for tickets purchased through private seller or via unauthorised third-party tickets sellers (including resale sites). Lost Ticket Vouchers for misplaced tickets are not permitted for tickets purchased through private seller or via unauthorised resale sites.

In the case of cancellation of a performance, event or activity, ticket holders who have purchased from an unauthorised third-party ticket seller have no right of refund from Victorian Opera. Refunds from that unauthorised third-party ticket seller is not guaranteed by Victorian Opera.

Advertised Ticket Prices

Ticket prices are correct at time of quotation or publication. Ticket prices are subject to change at any time without notice.

Every effort is made to ensure that advertised or displayed prices are accurate but errors may occur. If an error in the price of tickets is discovered, we will inform all affected ticket holders as soon as possible and give the option of reconfirming relevant orders at the correct price or cancelling those orders. If the cancellation option is chosen after an order has been paid with the incorrect ticket price for the tickets, a full refund will be given.

Dynamic Pricing

Ticket prices may fluctuate due to demand. Victorian Opera reserves the right to dynamically adjust prices, either up or down, based on real-time market demand and without notice.

Ticket Refunds

In the case of cancellation of a performance, event or activity, refunds will be provided to the original purchaser of the ticket. Proof of identity and and/or proof of purchase (including the original ticket) may be requested.

All tickets are non-refundable. Exceptions may occur circumstances as outlined in the Live Performance Australia Ticketing Code of Practice, as required by law (including the Australian Consumer Law) or as otherwise authorised by Victorian Opera. To obtain a copy of the LPA Code of Practice, please visit www.liveperformance.com.au .

Ticket Exchanges

Exchanges from one performance date/time to another are allowed. Exchanges from one production to another with a season are permitted with approval from Victorian Opera on the condition that the final price paid is equal or greater to the original price and the productions are being sold by the same authorised ticket seller.

Exchanged tickets may be subject to price differences. If you are exchanging into new tickets of a higher value, the price difference and any applicable fees will be required to be paid when the exchange is processed. If you are exchanging into tickets of a lower value, the price difference will not be refunded.

Ticket exchanges must be completed no later than 72 hours before the earliest performance date. Requests after this time are may not be approved. Exchanges will not be granted once a performance has occurred.

Exchanges are subject to availability. Seats comparable to those originally held cannot be guaranteed. Please view availability first. Exchanges will not be finalised until any required additional payment, is processed.

Your original ticket is required to process an exchange. Lost tickets cannot be exchanged. The original ticket purchaser must give consent to the change if the request to exchange is made by a ticket holder who is different from the purchaser.

Exchange Fees

- When allowed, exchanges may incur a fee per transaction (as per the policy of the authorised ticket seller).
- Current subscribers do not incur a fee for exchange.

Proof of Destruction

- When exchange has been approved and processed, your original tickets will no longer be valid and must be destroyed. Proof of destruction may be required by the ticket seller when requested.
- In the case where proof of destruction is required, your new tickets will not be printed until proof has been provided.
- Proof of destruction includes a photo or scan, showing each exchanged ticket cut in half. Newly issued tickets will then be sent via post or will be made available for collection at the venue (within the hour prior to the performance).

How to Exchange

- Current subscribers can phone on 1300 822 849 and the subscriptions team will assist you (via Arts Centre Melbourne).
- Single ticket holders should phone the original authorised third-party ticket seller. You will need to have your original tickets and credit card details to process the exchange.

Upgrades and Downgrades

A ticket sold at a concession rate is only permitted to be used by those who are eligible for the relevant concession. If the ticket is used by a ticket holder who is not eligible for the relevant concession, the difference between the concession and full rate must be paid.

This change must be arranged via the authorised ticket seller. Upgrades arranged over the phone must be completed at least 72 hours prior to the performance.

Where a full-priced ticket is used by a concession holder, the difference in price will not be refunded.

Subscriber discounts and special offers

Price discounts and special offers are sometimes distributed to current subscribers. When accessing these discounts or offers subscribers must identify themselves as eligible or by using the assigned promotional code online to access relevant pricing.

Subscription package renewal deadlines are published when each season is launched and will vary from year to year.

Credit card instalments

Victorian Opera subscriptions can be paid in two instalments if booked before the first payment date. The instalment date is published when each season is launched.

This only applies to the ticket component of subscription packages. Donations must be paid in full and may be processed in a separate transaction.

Offers and Discount Pricing

Occasionally, Victorian Opera will offer our customers special discounts, promotions, and other opportunities. These offers can be accessed with a unique promotion code which should be entered in the promo code box online or quoted to the authorised ticket seller at the time of booking and exactly as it appears in the offer/promotion. Each code is unique to the promotion.

Partial refunds will not be given on tickets previously purchased at full price.

School and Group Bookings

For dedicated schools' performances, school groups of ten or more students can reserve tickets without payment for numbers to be finalised via the Arts Centre Melbourne Arts Learning Department. An invoice will be issued at the time of booking and payment is required in full, six weeks prior to the event. In the case of reserved seating performances, seating allocation will not be confirmed until payment is received.

Other performances may have a dedicated school price but must be paid at the time of booking via the authorised ticket seller.

In both cases, school groups will receive one complimentary teacher/guardian ticket for every ten paying students.

Price Types and Concessions

Victorian Opera offers a variety of price types and concession for subscription and single tickets.

Price types and concessions may:

- vary depending on the performances and/or the venue
- be based on the type of ticket purchased (subscription or single ticket)
- can change at any time without notice

Victorian Opera and authorised third-party ticket sellers may require proof of valid concession eligibility before tickets are issued and/or posted. Venue staff may check concession identification upon entry to the venue. Where valid concession identification cannot be produced, an upgrade to the full-price ticket in that seating reserve will be required.

Price Types include but are not limited to:

- **Adult / Standard / Full-price:** This price type refers to tickets for those who are not entitled to a relevant concession, promotion code or other discount.
- **Senior:** available to individuals with an Australian government issued Seniors Card.
- **Concession:** see 'Eligible Concessions' below.
- **30 Years and Under:** available to individuals 30 years or under at time of purchase with acceptable proof of age documentation (e.g. driver's license, proof of age card, passport or birth certificate).
- **Child (<16):** see 'Eligible Concessions' below.

Eligible Concessions

- **Concession:** Australian Social Security Benefits Card, Full-time students, Companion Card holders and Veterans' Affairs pensioners are eligible for concession prices
- Seniors Card holders are eligible for concession price in the Matinee and Family Classics series.
- **Student:** Full-time Australian students or when a dedicated Child price is not offered, 16 years and under.

- Child (when offered): available to individuals 16 years or under at the time of purchase with acceptable proof of age documentation. (e.g. Birth certificate or passport). Child price outlined here applies does not apply to dedicated Family or Education performances.

Companion Card Scheme

Victorian Opera supports the National Companion Card Scheme. If an individual holding a valid Companion Card requires a companion to attend ticketed performances, events and activities, the companion will be admitted as a ticketed complimentary guest. The companion is required to sit in the nearest available seat to the cardholder to assist them during their visit.

The use of a Companion Card is restricted to people who are unable to participate at a venue, performance, event or activity without attendant care support.

These tickets may only be booked over the phone or in person and proof of concession must be provided (a valid Companion Card or Companion Card number) at the time of purchase, the point of ticket collection and/or on request to gain access to the Companion Card Scheme offer. Only the person whose photograph and name appear on the card can use the Companion Card.

The Companion Ticket is not valid unless the cardholder is present at the event to which the ticket relates. The Companion Ticket holder may be charged for the ticket if the requirements above are not met.

Details of use are contained on the Companion Card website www.companioncard.org.au.

Billing Information Verification

Victorian Opera and authorised third-party ticket sellers will only process an order once billing information has been verified. The supply of incorrect or incomplete billing information may delay or prevent processing and delivery of orders. In these cases, Victorian Opera or the authorised third-party ticket seller will make an effort to contact you using the information you provided at the time of purchase. If you are unable to be reached your order may be cancelled.

Seating Reserves

The quality of view and sound from a seat determine the price reserve of that seat. They are intended as a guide. Staging, lighting and sound design of a production can affect the quality of view/sound within a venue. Price reserves are subject to change without notice.

- Premium: Seats that give the best views and sound quality.
- A-Reserve: Seats that offer clear and unrestricted views of the stage.
- B-Reserve: Seats that are less central or further back in the theatre. The view of entrances and exits may be affected but key elements are rarely impacted.

- C-Reserve: Seats to the rear or side of the theatre. These seats may have a restricted view or reduced quality of sound.
- D-Reserve or Restricted View: Seats in the extreme rear or sides of the theatre and may have a significant sightline restricted view or reduced quality of sound. Key areas of the stage will still be visible.

Seating allocation

Customers will be seated as per submitted request where possible. There may be times that this is not possible due to various reasons. The allocation of seats is at the total discretion of Victorian Opera.

The right to vary, substitute or withdraw any seating arrangements (including subscription seating) is reserved by Victorian Opera.

Victorian Opera retains the right to close a seating area of a venue with or without prior notice. When a ticketed seating area becomes unavailable, you will be relocated to another area of the venue within the same price reserve. Where the normal configuration of a venue is significantly varied for an event, the configuration to be used will be disclosed in promotional material and event information.

Booking and Delivery Fees

Service fees may apply when booking or exchanging tickets with the Victorian Opera and authorised third-party ticket sellers. These fees cover the postage and/or handling costs associated with the transaction.

Fees (type and amount) are determined by individual authorised third-party ticket sellers. Please check applicable fees before booking. Fees and charges may be subject to change without notice.

The price shown for tickets on the Victorian Opera website or authorised third-party ticket sellers website exclude fees that are calculated on a per transaction basis (handling fees and delivery fees). Per transaction fees are added to the final total of your order.

- Handling fees cover the costs of providing ticketing services Handling fees vary depending on the third-party seller authorised by Victorian Opera to provide ticket for the event
- The delivery fee depends on which delivery option/s are available and selected by you at checkout. Delivery options that normally attract delivery fees include Express Mail, Registered Post, International Airmail and International Express. The delivery options that attract delivery fees for an event and the applicable fee for each option, are displayed on the event ticket page on the authorised third-party site.

Delivery and Collection of Tickets

Delivery of tickets will only be made upon receipt of full payment.

Customers should allow at least 14 days for tickets to be delivered via post (regular or registered post). Victorian Opera and authorised third-party ticket sellers reserve the right to retain tickets purchased less than 14 working days in advance for venue collection.

Tickets are posted to the credit card holder's billing address in Australia. If the credit card holder only has an overseas address, tickets will be held at the venue box office for collection.

Venue collection tickets will be made available for collection by the credit card holder or their authorised representative prior to the performance start time at the venue box office. The person collecting the tickets may need to present the order confirmation number, the credit card used to purchase tickets, photo identification and valid proof of any concession entitlement. Collection time varies by venue.

Victorian Opera takes no responsibility for tickets which fail to be delivered by Australia Post. Tickets which are lost in transit will be treated as Lost Tickets.

All tickets purchased online or by phone are given a confirmation number to confirm the purchase. If you do not receive a confirmation number or are otherwise concerned that your purchase was not successful, please contact the ticket seller for confirmation. Incomplete purchases including where a confirmation number was not received and there has been no attempt to confirm the order are not the responsibility of Victorian Opera or authorised third-party ticket sellers.

Keeping tickets safe

Please ensure that upon receipt of your tickets that they are kept in a safe place. To safeguard your tickets, you may choose to have them sent by Registered Post at an additional cost.

Tickets sent by normal mail or express delivery cannot be traced and no responsibility will be taken by Victorian Opera or authorised third-party ticket sellers for tickets sent by this method.

Alternatively, your tickets may be collected from the Venue on the day of the performance.

Lost Tickets

Ticket holders should contact their original ticket seller determine the procedure for lost tickets.

As outlined above:

- Lost tickets cannot be exchanged.
- Tickets which are lost in transit will be treated as Lost Tickets.

- Lost Ticket Vouchers for misplaced tickets are not permitted for tickets purchased through private seller or via unauthorised resale sites.

Conditions of Entry

Attendance at a venue for a performance, event or activity and the right of admission is reserved by the Victorian Opera and the relevant venue. By attending an event, you agree to the venue's conditions of entry. When entry is refused for the causes outlined (but not limited to) below tickets will not be exchanged or refunded unless required by law (including the Australian Consumer Law).

Entry may be refused, or you may be required to leave for any valid reason, including:

- where you do not hold a valid ticket for the event
- where you cannot produce proof of concession entitlement where a concession ticket has been purchased. Concession tickets purchased via authorised ticket sellers can be exchanged to a full price ticket prior to an event. You will be responsible for paying any difference in the ticket price
- where you produce a ticket that is identified as having been sold by an unauthorised third-party ticket seller
- where you refuse to remain in the area or seat indicated on your ticket
- where you possess and/or refuse to surrender to the venue staff any prohibited object or article (including but not limited to dangerous items, photographic or recording equipment or food or alcohol that is not permitted)
- where you behave in a manner which causes or may cause property damage or that threatens or may threaten the safety of others (including but not limited to performers, other audience members, venue staff).
- where you behave in a manner that unreasonably interferes enjoyment of the event of other ticket holders. Interference can be caused by activities such as use of cameras, mobile phones, tablets, personal computers, paging devices, other electronic devices, etc.
- where you otherwise fail to follow the reasonable directions of Victorian Opera or venue staff.

Latecomers

Latecomers will not be admitted into the auditorium until a suitable break in the performance and may be refused admission. The suitable break point will vary from production to production.

When latecomers can be admitted, they may be seated in an area different to the seat indicated on their ticket to reduce disruption to other attendees. Latecomers can move to their assigned seats after the interval.

No refunds or exchanges will be offered for performances missed due to late arrival.

Attendance

- Photography and recording of any kind are strictly prohibited.
- Mobile phones must be switched off before the performance.
- Disruptive audience members be removed from the venue.

Casting

Victorian Opera reserves the right to make changes to the cast of a production without notice. Victorian Opera does not guarantee a particular artist will appear in specific roles or productions. It may become necessary to alter the details of any season. Changes in casting is not a refundable cause.

Babes in Arms and Children

Victorian Opera requests that you be considerate of the needs of the other ticket holders if you intend to bring a baby or young child to the theatre. Prams or baby capsules of any description cannot be taken into the auditorium seating area for reasons of safety. Aisles, stairways and stairwells are required to be kept clear. Please check with the specific venue directly for information regarding cloak room availability.

Victorian Opera does not recommend children aged 5 and under attend events other than those specifically designed as family events.

Children between 5 and 16 years will be charged at the 30 Years and Under rate if no specific child price is advertised.

Voluntary Assumption of Risk

You enter the Victorian Opera performance, event or activity venue at your own risk. By buying a ticket to a Victorian Opera performance, event or activity venue, you acknowledge that a venue may carry certain dangers, including the risk of injury and damage to you or your property.

By attending a Victorian Opera performance, event or activity, you accept the risk of damage and loss (including property damage, personal injury, economic and consequential loss) no matter how it arises (including by negligence) at the venue. This includes damage or loss caused by the acts or omissions of other ticketholders, visitors, guests, and the employees and agents of the Victorian Opera.

Limitation of Liability

Victorian Opera is not liable to you for any loss, damage, injury, delays, additional expenses or inconvenience arising as a result of your attendance or non-attendance at the Victorian Opera performance, event or activity, to the extent permitted by law (including the Australian Consumer Law).

Where liability cannot be excluded or modified by law, including pursuant to the Australian Consumer Law, the liability of Victorian Opera is limited to the minimum permitted by law.

Complaints and Feedback

Audience members and ticket holders are encouraged to provide feedback to Victorian Opera. For information on how to provide feedback, information regarding our complaint handling and dispute resolution procedures, visit www.victorianopera.com.au/privacy.

For urgent feedback, please email info@victorianopera.com.au.