

TERMS AND CONDITIONS

Tickets are sold by Bellingen Readers and Writers Festival (BRWF) (ABN 11454642604) who is responsible for the Event. The following conditions apply to sale, entry and attendance at the Event.

- BRWF may amend the program of BRWF at any time without notice. Unavoidable program changes will be advised as where possible via Newsletter (for subscribers to BRWF newsletter), on the BRWF website, BRWF Facebook, and/or on-site.
- You must present a valid printed or digital ticket for entry to events and abide by any terms of entry into the venue.
- You must provide proof of eligibility for a concession to BRWF sites and BRWF may refuse entry if this is not provided upon request.
- That the right of admission is reserved and patrons arriving late to BRWF events may not be admitted into the venue until a suitable break in the event.
- To turn off any mobile telephones, pagers and similar equipment in your possession before entry into any event.
- Participation in BRWF and entry to BRWF sites are at your own risk. To the maximum extent at law, you release BRWF, its directors, employees, subcontractors and agents from any liability whatsoever arising, however caused by your attendance at BRWF.
- Children under 15 must be supervised at all times by a responsible adult while at BRWF sites.
- BRWF reserves the right to examine and search all bags (including handbags), parcels and packages which are brought, or proposed to be brought, into BRWF sites, and to affect such other security measures as are reasonably necessary to protect the BRWF site.
- That BRWF is not liable for any claims, damages, compensation, losses or expenses that may be suffered or incurred as a result of an event being cancelled or changed.
- BRWF reserves the right to record, take photographs and video, which may include images of BRWF attendees, for the duration of BRWF and across all BRWF sites and reserves the right to use all images and video across BRWF media platforms thereafter. In doing so you release BRWF from any claims you may have for infringement of proprietary rights, invasion of privacy, violation of the right of publicity, defamation or any other cause of action you may have in relation to the BRWF event.

You must not:

- Enter any BRWF event with a camera or other recording device, without prior permission of BRWF.
- Photograph, record, or digitize by any means at the BRWF sites, other than for private non-commercial purposes, without the express permission of BRWF.
- Wear or otherwise display offensive signage or logos or engage in ambush marketing. BRWF may refuse admission to BRWF sites, and eject from BRWF sites, any person whose behaviour is inappropriate or a threat to public safety.
- Sell or distribute any goods or services or distribute advertising or promotional material in BRWF sites, in each case without the prior written consent of BRWF.

TICKET REFUND POLICY

At the Bellingen Readers & Writers Festival, we are committed to delivering excellent customer service and ensuring a positive experience for all our patrons. To achieve this, we have established the following Ticket Refund Policy to address ticket-related matters. Please carefully review the terms outlined below:

General refund policy:

Tickets are non-refundable except in cases where a festival session is cancelled.

In lieu of a cancelled session refund, you may exchange your ticket for another session (if seating is available) by visiting the Ticket Office in the Bellingen Memorial Hall in person up to four hours before the session start time.

A cancelled session refund request must be submitted by emailing ticketing@bellingenwritersfestival.com.au and refunds will be less any POS costs associated with the original sale.

Refund requests will be processed within three (3) business days after the festival finishes on Sunday 9th June 2025. Refunds will be made to the card or account from which the original purchase was made.

Refund exceptions:

No refunds will be issued for lost, stolen, damaged, or destroyed tickets.

Refunds will not be provided for dissatisfaction with the event, artist performance, or any other subjective reasons, including change of mind.

Festival Cancellation:

In the unlikely event of BRWF having to cancel the festival in its entirety more than 48 hours before it commences, festival ticketholders will be notified promptly and will be entitled to a full refund of the price of festival tickets, less any POS costs associated with the sale.

Refunds will be made to the card or account from which the original purchase was made.

Event Rescheduling:

The BRWF cannot guarantee that sessions will not change for reasons beyond their control. If the guests or topics at a session are changed, your booking will remain valid for the changed session at the same time and venue.

Event disruption:

In the case of a session disruption causing a session to end early, ticketholders will be refunded if less than two-thirds of the event has passed. If two-thirds of the event has taken place, no refunds will be provided.

BRWF PRIVACY POLICY

Policy amendments:

The BRWF reserves the right to amend this policy at any time. Changes will be effective immediately upon posting on our website. PRIVACY POLICY FOR WEBSITE

<https://www.bellingenwritersfestival.com.au/>

This privacy policy (hereinafter "Privacy Policy") deals with the protection of Your privacy while You use Our website which is hereinafter referred to as "the Product" and which is located at: <https://www.bellingenwritersfestival.com.au/>

The Product is owned and operated by: Bellingin Readers and Writers Festival Incorporated (ABN 11454642604)

We are committed to the protection of Your privacy while You use the Product.

This Privacy Policy only applies to the Product. The Product may contain links to other websites or applications, but if that is the case, the Privacy Policy does not apply to any of those linked websites or applications.

We gather certain information from users of the Product, so this Privacy Policy explains what information we collect, how we use it, and your rights in relation to it.

By continuing to use the Product You acknowledge that You have had the chance to review and consider this Privacy Policy, and You acknowledge that You agree to it. This means that You also consent to the use of Your information and the method of disclosure as described in this Privacy Policy. If You do not understand the Privacy Policy or do not agree to it then please do not use the Product.

1. DEFINITIONS

"Company IP" includes, but is not limited to, the contents, layout, design, colours, appearance, graphics and imagery of the Website, Content and Materials as well as all copyrights, trademarks, trade secrets, patents and other intellectual property contained in the Product, Content and Materials.

"Content" means any content, writing, images, audiovisual content or other information published on the Product.

"Effective Date" means the date that this Privacy Policy comes into force.

"Items" means any and all of the Product, Services, Content and Materials collectively.

"Materials" means any materials, information or documentation that We may provide to You in connection with Your use of the Services or Product including documentation, data, information developed by Us or owned by Us, and other materials which may assist in Your use of the Services or Product.

"Parties" means both You (the user of the Product) and Us (the owner of the Product) collectively.

"Personal Information" means information that we obtain from You in connection with Your use of the Product.

"Privacy Policy" means this privacy policy.

"Product" means the website including all pages, all sub pages, all blogs, all forums, all other connected pages and all other connected internet content whatsoever, the home page or main page of which is located at: <https://www.bellingenwritersfestival.com.au/>

"Services" means any or all services provided by or on the Product.

"Third Party Links" means links or references to websites other than the Website, to content other than the Content or to materials other than the Materials, none of which are controlled by Us.

"Us", "We", "Our", "the Company" or "the Owner" refers to Belling Readers and Writers Festival Incorporated

"Us", "We", "Our", "the Company" or "the Owner" also includes any employees, affiliates, agents or other representatives of Belling Readers and Writers Festival Incorporated

"You" or "Your" refers to the user of the Website.

"Your Content" means any Content posted to or added to the Website, Content or Materials by You or by somebody authorised by You or doing so on Your behalf.

2. INTERPRETATION

a. In this Privacy Policy, unless the context otherwise requires, the following rules of interpretation shall apply:

I. Words referring to one gender include every other gender.

II. Words referring to a singular number include the plural, and words referring to a plural include the singular.

III. Words referring to a person or persons include companies, firms, corporations, organisations and vice versa.

IV. Headings and titles are included in this Privacy Policy for convenience only and shall not affect the interpretation of this Privacy Policy.

V. Each Party must, at its own expense, take all reasonable steps and do all that is reasonably necessary to give full effect to this Privacy Policy and the events contemplated by it.

VI. Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.

3. TYPE OF INFORMATION AND HOW IT IS COLLECTED

- a. When You use the Product, We may collect information from You through automatic tracking systems (such as information about your browsing preferences).
- b. In addition, We may collect information that You volunteer to Us (such as information that You provide during a sign up process or at other times while using the Product).
- c. In order to access some specific features of the Product, You are required to provide some Personal Information. During this process, We collect some of Your Personal Information, in the following manner:

We will not collect information that identifies You personally, except when You specifically volunteer that information to Us when using specific Product features. These specific Product features might include, but are not limited to:

- A. making purchases
- B. receiving notifications by text message or email about events and promotions
- C. receiving general emails from Us

In addition to any Personal Information that You are required to provide in order to access these additional Product features, in some cases You may be required to provide more specific information. For example, in order to make purchases, You may need to provide credit card information, billing information and postal addresses.

4. COOKIES

- a. Cookies are small files stored on Your computer or mobile device which collect information about Your browsing behaviour.
- b. Cookies do not access information which is stored on Your computer.
- c. Cookies enable us to tailor our configurations to Your needs and preferences, in order to improve Your user experience.
- d. Most internet browsers accept cookies automatically, although You are able to change Your browser settings to control cookies, including whether or not You accept them, and how to remove them. You may also be able to set Your browser to advise You if You receive a cookie, or to block or delete cookies. However, if You do this, You may be prevented from taking full advantage of the Product.
- e. Third parties who advertise on the Product may use cookies in order to learn about Your browsing preferences and to present relevant advertisements to You. Cookies enable these advertisers to recognise Your computer each time You are sent an advertisement. It allows them to compile information about where You saw their advertisement, and to better target their advertisements. You may notice these targeted advertisements on the Product or on other websites that You visit. We do not control the cookies that may be used by these third party advertisers. This Privacy Policy only addresses Our use of cookies and does not address the use of cookies by any of these third party advertisers. For information about the use of cookies by these third party advertisers you will need to consult their privacy policies or cookies policies respectively.

5. HOW YOUR INFORMATION IS STORED

a. Please note that no systems involving the transmission of information via the internet, or the electronic storage of data, are completely secure. However, we take the protection and storage of Your Personal Information very seriously. We take all reasonable steps to protect Your Personal Information.

b. We use appropriate physical, digital, managerial and security systems to store Your Personal Information and to protect it against unauthorised access, destruction or disclosure.

6. COMBINING INFORMATION

We may combine, link or aggregate some of Your information in order to obtain a better understanding of Your requirements. This may enable Us to better design the Product and may also assist with Our business or administration requirements.

7. HOW YOUR INFORMATION IS USED

a. We use Your Personal Information to help us improve your experience with Our Product. We may use Your Personal Information for purposes including but not limited to:

I. order fulfilment.

II. providing customer service to You.

III. marketing and advertising to You including both direct and indirect marketing and advertising and including marketing and advertising about products that may interest You based on Your personal preferences or demographics.

IV. advising You about updates to the Product or related Items.

8. MERGER, RESTRUCTURE OR SALE OF OUR BUSINESS

a. Part or all of Our business may be merged, restructured or sold including but not limited to through an ordinary sale of business or of stock, a corporate reorganisation, a change in control, bankruptcy or insolvency proceedings.

b. In the event that such a merger, restructure or sale occurs as described in the preceding sub-clause hereof, We may transfer Your Personal Information, including personally identifiable information, as part of that merger, restructure or sale.

9. EMAIL OPT IN/OUT

If You receive an email from Us in relation to the Product and would prefer not to receive such correspondence in the future, You may follow the instructions in the email to opt out of future correspondence. You may also contact Us, using the details at the bottom of this Privacy Policy, in order to opt out of future correspondence. We will make all reasonable efforts to promptly comply with Your requests. However, You may receive subsequent correspondence from Us while Your request is being handled.

10. ACCESSING, UPDATING AND CORRECTING YOUR PERSONAL INFORMATION

- a. You have the right to request access to any of Your Personal Information which We are holding.
- b. You have the right to request that any of Your Personal Information which We are holding be updated or corrected.
- c. In order to request access, an update or a correction to Your Personal Information, you may contact us using the details at the end of this Privacy Policy.

11. DISCLAIMER REGARDING SECURITY

By continuing to use the Product, You agree to the terms of this Privacy Policy. You acknowledge, agree and accept that no transmission of information or data via the internet is completely secure. You acknowledge, agree and accept that We do not guarantee or warrant the security of any information that You provide to Us, and that You transmit such information at Your own risk.

12. CHANGES TO THIS POLICY

- a. We may make changes to this Privacy Policy at any time in Our sole discretion.
- b. If We make changes to this Privacy Policy, unless We obtain Your express consent to those changes, then such changes will only apply to any information that We obtain from You after the date that the changes take effect.
- c. If We make changes to this Privacy Policy, Your continued use of the Product after the date that the changes take effect confirms that You acknowledge, accept and agree to those changes.

13. COMPLAINTS

a. We take customer satisfaction very seriously. If You have a complaint in relation to Our handling of Your Personal Information, We will endeavour to handle it promptly and fairly. For Your information, an overview of Our complaints handling procedure is as follows:

I. Any complaints are forwarded to Our complaints officer for review. We aim to review all complaints within 7 days of receiving them (although this cannot be guaranteed). If necessary, the complaints officer may then refer the complaint to another section within Our organisation for consideration. If further information is required, We may contact You to request that information. If We accept fault in relation to the complaint then We will propose a resolution (which may or may not be the same as any resolution proposed by You). If We do not accept fault, then We will contact You to advise You of this. We aim to complete this entire process within 21 days, provided that We are provided complete information in the first place (although this cannot be guaranteed). However, if You do not provide complete information then this is likely to delay the handling of Your complaint.

II. All complaints should be provided in writing either by email or regular mail, using the contact details at the end of this privacy policy. Describe the nature of your complaint including any relevant dates, people involved, any consequences that have occurred, and what you believe should be done to rectify the issue. We will endeavour to respond within 21 days, although we cannot guarantee this.

III. If You are not satisfied with Our response to Your complaint, You may refer your complaint to the relevant external dispute resolution organisation in Your area.

14. CONTACT US

You can contact Us about this Privacy Policy using the following details:

info@bellingenwritersfestival.com.au