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Terms & Conditions / Privacy Policy for ticket purchases

Before you proceed to purchase tickets, we strongly recommend you go through the following terms and conditions:

- In this section, words like 'holder', 'bearer', and 'purchaser' will refer to you – the person who will buy the tickets to. On the other hand, 'our', 'us', 'we', 'issuer', 'provider' and similar terms will indicate the organisers of events at the Shoalhaven Heads Bowling & Recreation Club Ltd.
- By opting to purchase, allocate or possess tickets to any event, you automatically agree to our terms of use. If you have problems with any of the clauses listed below or do not agree with the risk allocations mentioned here, please do not purchase tickets or try to enter the premises.
- Please note that Shoalhaven Heads Bowling & Recreation Club Ltd. reserves the right to make changes, revisions, and amendments, or add/remove sections from this set of terms and conditions – without any prior notifications to you. Such changes will be duly reflected on the website of the organiser www.shbrc.com.au These changes will relate back to the date of purchase of any tickets.
- The ticket you purchase represents a revocable license for you to access Shoalhaven Heads Bowling & Recreation Club Ltd on the specified date when the purchased event is scheduled to be hosted. The license includes the revocable right to attending the specified event. This license can be revoked at any time by the issuer at its sole discretion, without any prior notifications or compensation options. If the license is revoked, you will not be granted entry at the venue.
- The bearer must assume full responsibility of the purchased tickets, once (s)he receives it the Shoalhaven Heads Bowling & Recreation Club Ltd has no liabilities – financial, legal, or otherwise – in case the delivered tickets are stolen, lost, damaged, destroyed or rendered unusable in any other way.
- Kindly note that <https://www.shoalhavenheadsbowlingclub.com.au/book-tickets/> or in venue are the sole authorised sources for purchasing tickets. If you obtain your ticket(s) from any other unauthorised source, you take on the risks of those tickets turning out to be counterfeit or reported to be stolen. The issuer has the right to dishonour such stolen/counterfeit tickets and declare them as void.
- Any tickets delivered to you are not meant to be used for illegal reselling, copying, reproducing, or misrepresenting in any form. You cannot use the ticket(s) for any promotional/advertising purposes either (*including sweepstakes and competitions*) without our

prior approval. Any proven record of such activities will result in immediate seizure and cancellation of your ticket(s).

- Please note that tickets cannot be redeemed against cash, credits, or any other benefits.
- Shoalhaven Heads Bowling & Recreation Club Ltd has the right to investigate if there has been any violation of the ticketing terms and conditions. In case of any conflicts, the decision of Shoalhaven Heads Bowling & Recreation Club Ltd will be deemed final (*i.e., the issuer will remain the final arbiter in cases of disputes*).
- The event service will be deemed to have been delivered in its entirety as soon the event starts on the specified date. From that point on, no refund requests will be entertained.
- If you are not able to access any particular section(s) of the venue – Shoalhaven Heads Bowling & Recreation Club Ltd – due to delays, federal regulations, organiser policies, weather-related problems, emergencies, venue shutdown/evacuation or any other reason, you will not be eligible for any refunds or future credits.
- If the event is cancelled in its entirety due to any unforeseen circumstances, Shoalhaven Heads Bowling & Recreation Club Ltd has the sole and absolute right to:
 - i) reschedule the event, or
 - ii) issue a partial/full refund, or
 - iii) not issue any refunds.

Please note that the decision of the issuer in such cases will be deemed final and binding.

- If the event is cancelled due to any factors or causes not in the control of the issuer, the latter will offer a partial or full refund, or postpone the event, or provide a comparable '*make good*' option. These factors will be inclusive of, but not limited to, natural disasters, federal/state announcements, strikes, delays in production, and the like. Once again, the decision of Shoalhaven Heads Bowling & Recreation Club Ltd will be considered final.
- If the event must be rescheduled to other dates, you may not be eligible for any refunds. In case the event is fully cancelled, the refund, if issued, will include ONLY the face value/printed value of the ticket(s). The bearer cannot, under any circumstances, claim refunds on shipping fees, processing fees, handling fees, and such other charges.
- Losses, if any, occurring due to foreign exchange fluctuations at the time of refunds, have to be borne by the purchaser. Shoalhaven Heads Bowling & Recreation Club Ltd cannot be, in any way, held liable for that.
- All ticket sales are deemed as FINAL TRANSACTIONS. There will be no ticket returns/exchanges/cancellations.
- All events will be considered a 'rain or shine' event. By purchasing the event tickets, you automatically confirm that you/the attendee(s) are of the minimum age allowed, at the time of buying the ticket(s). The '*minimum age*' for attending most events is 18.

- If it is proven beyond doubt at the venue that an attendee is below the '*minimum age*', (s)he will not be granted entry. No refunds, full or partial, will be issued either.
- At the time of entering the event venue, you are required to produce the ticket and a valid identification document (ID). By presenting an ID, you confirm that all details present on it are accurate and updated.
- By purchasing tickets and presenting the same at the venue, you give your consent to Shoalhaven Heads Bowling & Recreation Club Ltd to collect certain information about yourself (*name, picture, date of birth, gender, address, etc.*) for verification and storage.
- The Shoalhaven Heads Bowling & Recreation Club Ltd use a third-party ticketing system "Ticket Search" to collect and store customers information. Their privacy Policy stated at the end is applicable to your purchase. The Shoalhaven Heads Bowling Club Ltd reserves the right to use this information for future marketing and event opportunities. An "opt out" option is available at all times.
- Shoalhaven Heads Bowling & Recreation Club Ltd follow a common '*zero-tolerance policy*' towards unauthorised drug usage or carrying at the venue, AND towards any type of behaviour/actions that can be interpreted as lewd or obscene including intoxication. If you are found in possession of prohibited items at any event and/or if you indulge in any objectionable action, your participation in the event will be terminated immediately. Your event ticket(s) will become void from that point on and no refund issued.
- Please note that you purchase tickets on your own free will. As such, you do not have the right to initiate a chargeback claim or dispute on the provider of the credit card/debit card that had been used for the transaction. Further refund/return/cancellation requests will not be entertained either.
- In all cases of disputes between the ticket-bearer and the ticket-issuer, the decision of the latter will be deemed final. In case a dispute cannot be resolved, the help of an independent third-party arbiter will be sought.

Please read this privacy policy carefully before using the TicketSearch website.

TicketSearch Pty Ltd ACN 633 608 438 ('we', 'our' and 'us') regards personal privacy and compliance with our obligations under the Privacy Act 1988 (Cth), including the Australian Privacy Principles, as an important part of our relationship with clients and users of our services. We will also endeavour to comply with the EU General Data Protection Regulation for Customers who access our site from within the EU.

This privacy policy ('**Policy**') sets out how we collect, use and handle Personal Information that we collect from:

Visitors, people who visit or browse our website,

Clients, people who establish an account with us,

Please read this privacy policy carefully before using the TicketSearch website.

Subscribers, people who subscribe for information on products or services that we may periodically make available,

Customers, people who access our services to make a booking, purchase tickets or items, make a donation or any other event-related registration or otherwise access our services, including downloading or using our mobile applications (TicketSearch Scanning Application).

In this Policy:

- we refer to Visitors, Clients, Subscribers, Customers and all other persons who access or use our services as **'Users'** or **'you'**;
- **'Personal Information'** means information or an opinion about an identified individual, or an individual who is reasonably identifiable (whether the information is true or not or recorded in any form or not). This may include name, identification number, location data, online identifiers (internet protocol addresses and cookie identifiers), and any factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of a natural person.
- **'Sensitive information'** includes information about a person's health, sexual orientation, sex life, racial or ethnic origin, political opinions, membership of a political association, professional or trade association or trade union, religious beliefs or affiliations, philosophical beliefs and biometric or genetic data.

This Policy applies to the domain name of ticketsearch.com and to our mobile applications (TicketSearch Scanning Application). It does not apply to, and we are not responsible for, the use of, or the protection of information provided to, other websites or services linked to our website or that you use to access our website, applications or services.

If you have any questions not addressed in this Policy, please feel free to contact us using the methods at the end of this Policy under the heading "Complaints and how to contact us".

Please note, if you do not agree to our Privacy Policy and the Terms of Service, you can choose to discontinue using the products and services, and close your TicketSearch account. If you are a parent or guardian, you are responsible for your child's use of TicketSearch services, including purchases.

Information that you provide to TicketSearch

We may collect different Personal Information from you depending on the circumstances in which that information is collected.

For Visitors

We do not ask you to provide Personal Information if you are only a Visitor.

For Clients

If you register as a Client and create an account on our website, we will require you to provide your name, email address, work phone or other contact number, account username and password, and for paid events/items, financial information such as bank account details.

For Subscribers

For Subscribers, we may collect your name, contact telephone number, organisation name, and email address.

For Customers

As a Customer, you may be required to provide certain Personal Information to complete a booking or make a donation which may include your name, address, telephone number and email address. If you make a payment for an event or make a donation we may also collect financial information from you including your credit card number and expiration date. As part of our compliance with the Payment Card Industry Standard ("PCI"), we will only store partial credit card numbers. We will retain the transaction details for any purchase for audit purposes.

In addition, a Client may require us to collect additional Personal Information required by them. Such information may include Sensitive Information. If this information is provided by the Customer, we will also have access to it and we will hold, use and disclose that information in accordance with this Policy. If and to the extent the Customer is providing such information on third parties, the Customer represents and warrants that Customer has consent from such third parties to disclose such information.

If you download or use our mobile applications, we may collect your login information including your name and location.

In addition to collecting Personal Information via our website and mobile applications, we may collect Personal Information from Users by telephone or in correspondence from you (including by email, telephone, live chat, mail, fax or in person).

Information that TicketSearch collects about you

Our website collects information about the use of our site by all Users, including:

- The website pages that you visit
- Your internet protocol address;
- The type of browser you are using;
- Your operating system;

Our website also uses cookies to assist in providing our services to all Users of the site.

Cookies are small files that store information on your computer, TV, mobile phone or other device. They enable the entity that put the cookie on your device to recognise you across different websites, services, devices and/or browsing sessions. You can change your cookie settings via your browser settings.

For more information on the cookies we collect, please see our cookie policy below.

Processing and disclosure of Personal Information

We use the Personal Information we collect to provide Users with a high level of service. In particular, we use Personal Information:

- to email Clients to activate their account;
- to email information for which a User has subscribed;
- to email a Customer to confirm a booking, ticket purchase or donation;
- where Client has elected to have a waitlist for an event, we may notify Customers who requested they be placed on the standby list if a booking becomes available;
- to deal with queries from Users.

We will not share your Personal Information with third parties without your consent other than as set out in this Policy. Certain employees have access to Personal Information as part of their user access to the TicketSearch site.

Our applications may need to read Personal Information in order to carry out necessary functions such as sending email notifications to account holders or scanning in tickets and entries into an event/activity.

Sharing Customer Data with Clients

We share Customer's personal information as part of their bookings or donations with the Client including Personal Information that the Client has requested that we collect as part of their event/activity, fundraising or other event-related registration requirements. This may include Sensitive Information, such as health information, which the Client has specifically requested for their event/activity.

Clients are not bound to treat your information in accordance with this Policy and you agree that we are not responsible for their actions. Please review the relevant Clients privacy policies and terms and conditions before providing your Personal Information in relation to a particular booking, donation or registration.

For Subscribers

By submitting your contact details through our website, you consent to us displaying or sending such material to you. For material that we email to you, we provide a functional opt out facility with all promotional emails. You can let us know if you no longer wish to receive this sort of information by emailing us at support@ticketsearch.com and we will remove your details from the distribution list.

Third parties and sub-processors

We may disclose Personal Information to third party service providers (including IT service providers, data storage and handling facilities, payment systems operators, mail houses and legal or financial advisers) to the extent necessary for them to assist us in providing services to you. We engage service providers who do not use or disclose your Personal Information for any purpose other than the services for which they are engaged to provide.

We may disclose Personal Information to other persons or organisations if required to do so by the order of a court or tribunal or if the disclosure is otherwise authorised or required by law. For example, Personal Information may be disclosed where it is necessary to eliminate or minimise a risk to public health or safety, investigate or deal with unlawful activity or serious misconduct or establish or defend a legal claim.

Direct marketing

For Customers

We do not engage in any third party marketing.

We do not use any of the Personal Information we hold to engage in direct marketing with Customers, we may use the emails sent to Customers as part of the ticket purchase confirmation to inform them about TicketSearch products and services.

For Subscribers and Clients

We may use your Personal Information to provide you with further information about our products and services. Direct marketing from us generally takes the form of direct mail or electronic marketing

(email, SMS, MMS, social media or other electronic means). In rare cases, we may use telemarketing, in which case we will comply with any applicable legislation.

By submitting your contact details through our website or by opting-in to be contacted through our marketing materials, you consent to direct marketing to you of our products and services. We may continue to contact you indefinitely until you indicate otherwise.

If you do not wish to be contacted with such information, you may opt out of receiving our direct marketing at any time by emailing support@ticketsearch.com.

Retention and storage of collected information

For Clients

We may retain your information for so long as you maintain an account with us.

For All Users

Any Personal Information that may be used by our site in order to carry out its necessary functions is stored on a secured server.

We will take all reasonable measures to ensure the security of your Personal Information. Our systems are hosted in Australia. Our information is stored on Amazon Web Services

TicketSearch complies with the Australian Privacy Act (1988) and the Notifiable Data Breaches (NDB) scheme (Part IIIC of the Privacy Act 1988). In line with the NDB, TicketSearch has a data breach policy in place. In the event of a serious data breach, TicketSearch will notify the Office of the Australian Information Commissioner and the affected individuals where required. Notification of a data breach may take the form of an email or a notice on our website.

If you have any questions about security on our website, you can email us at privacy@ticketsearch.com.

Access to and rectification of Personal Information

Subject to any legal restrictions, we will let you know what Personal Information we hold about you if you ask us to. If your request is particularly complex, or requires detailed searching of our records, there may be a cost to you in order for us to provide this information.

For Clients

Your records can be accessed and updated by you at <https://bo.ticketsearch.com>. You can also delete your account with us which will have the effect of removing your personal information from our systems up to 12 months later.

For Customers

To have your data rectified, please contact the Client/Event Organiser and they will be able to edit your booking.

Processing of children's data

If you are under the age of thirteen (13), please do not use TicketSearch without the consent of your parent or legal guardian. We ask that parents and legal guardians help enforce our Privacy Policy by

telling their children not to provide Personal Data through services online without their permission. If you believe your child (under the age of 13) has provided Personal Data to us online, please contact us on privacy@ticketsearch.com so we can react accordingly and delete or obfuscate your child's data.

Data protection law

Data protection law gives people certain rights in connection with the way in which their personal information is used. If organizations do not comply with data protection law, they may be subject to sanctions and penalties imposed by the national data protection authorities and courts. When TicketSearch collects and uses personal information, this activity and the personal information in question is covered and regulated by the local data protection law.

Complaints and how to contact us

If you would like further information on this Policy, or if you have any concern about the protection of your Personal Information, please email privacy@ticketseach.com or contact us on 1300 463 332.

If you believe your privacy has been interfered with and wish to make a complaint, please contact us. We will investigate your complaint and notify you of the outcome. If your complaint indicates that there has been an interference with your privacy by a person other than us, we may discuss the complaint with that other person in an attempt to resolve it.

If you are not satisfied with the outcome of your complaint or the way we handle it, you may make a complaint to the Office of the Australian Information Commissioner at www.oaic.gov.au.

Changes to Privacy Policy

We reserve the right to modify this Policy at any time, so please review it frequently. The updated version of the Privacy Policy will become effective immediately. If we make material changes to this Policy, we will notify you by email or by means of a notice on our homepage.

Information About Cookies

What are cookies?

Cookies are small files that store information on your computer, TV, mobile phone or other devices. They enable the entity that put the cookie on your device to recognise you across different websites, services, devices and/or browsing sessions.

Why do we use cookies?

Cookies assist us in providing our services to all Users of the site.

We have some 'Strictly Necessary' cookies that are required at various stages when using our services, such as the process of a Customer making a booking.

We use other cookies to further enhance our Users' experience on the site – including remembering your preferences as a Client, Customer, facilitating our Buy Tickets experience, and tracking the usage of our site which assists with our ongoing product development.

How do we use cookies?

Our website uses cookies and may use web beacons to collect information about the use of our site by all Users.

Cookies are used at various stages when using our website and our services. We also use cookies or other similar tracking technologies to track your Website usage.

Our cookies don't hold personal information. They do allow us to pre-fill information at the checkout for our Customers, or save preferences for logged in Clients.

Search terms that you enter when searching our listing pages are collected, but are not associated with any other information that we collect, hence the user is not identifiable. We use these search terms to ascertain what users are looking for on our website, and to improve the services that we provide, as well as for the purpose of statistical usage analysis or systems administration.

How can I control cookies?

You can change your cookie settings via your browser settings.

Please note, as some of our cookies are essential in order for the TicketSearch booking process to function, denying these cookies will prevent you from being able to utilise TicketSearch

- You hereby agree to forego all types of surcharge claims – full or in part – and all claims & entitlements related to it.
- Shoalhaven Heads Bowling & Recreation Club Ltd does not take any responsibility to personal/financial damages caused to you at the venue, or for any items lost/stolen/misplaced at the venue. Financial reimbursement claims on these counts will not be entertained.
- Shoalhaven Heads Bowling & Recreation Club Ltd follow a common '*zero-tolerance policy*' towards unauthorised drug usage or carrying at the venue, AND towards any type of behaviour/actions that can be interpreted as lewd or obscene including intoxication. If you are found in possession of prohibited items at any event and/or if you indulge in any objectionable action, your participation in the event will be terminated immediately. Your event ticket(s) will become void from that point on and no refund issued.
- Please note that you purchase tickets on your own free will. As such, you do not have the right to initiate a chargeback claim or dispute on the provider of the credit card/debit card that had been used for the transaction. Further refund/return/cancellation requests will not be entertained either.
- In all cases of disputes between the ticket-bearer and the ticket-issuer, the decision of the latter will be deemed final. In case a dispute cannot be resolved, the help of an independent third-party arbiter will be sought.