

## **TASTING AUSTRALIA – TICKET REFUND POLICY**

### ***WHEN AM I ENTITLED TO A REFUND?***

The Australian Consumer Law provides Consumers with automatic guarantees in relation to most goods or services supplied by a person during trade or business. These Consumer Guarantees cannot be excluded or varied by any agreement between the Consumer and the supplier. Detailed information about the Consumer Guarantees can be found on the ACCC's website at <https://www.accc.gov.au/Consumers/Consumer-rights-guarantees>.

The Consumer Guarantees apply in addition to and despite any other refund rights set out below.

In addition, SATC may exercise its discretion to provide a refund where there is no strict legal requirement to do so.

### ***RESCHEDULING PRIOR TO EVENT***

You have a right to a refund if the Event to which you purchased a Ticket is rescheduled prior to the Event (and you cannot or do not wish to attend the rescheduled Event). If the Event is rescheduled, SATC will make reasonable endeavours to notify you in writing as soon as practicable. Your contact details are generally obtained at the point of sale for this purpose. SATC will make reasonable endeavours to ensure that you are given seating in a similar location at the rescheduled Event. If you are unable or unwilling to attend the Event on the rescheduled date, you should apply for a refund in a timely manner. Where possible, you should apply for a refund from SATC not more than fourteen (14) days after SATC notifies you in writing of the rescheduled date, and in any event before the rescheduled Event takes place.

### ***SIGNIFICANT RELOCATION OF EVENT***

You have a right to a refund if the Event to which you purchased a Ticket is significantly relocated (where the nature of the experience and/or geographic location of the Event is fundamentally altered by the change of Venue). If the Event is significantly relocated, SATC will make reasonable endeavours to notify you in writing as soon as practicable. Your contact details are generally obtained at the point of sale for this purpose. SATC will make reasonable endeavours to ensure that you are given seating in a similar location at the relocated Event. If you wish to apply for a refund, you should do so in a timely manner. Where possible, you should apply for a refund from SATC not more than fourteen (14) days after SATC notifies you in writing of the Event's relocation or by a later date set by SATC.

### ***CANCELLATION PRIOR TO EVENT***

You have a right to a refund if the Event to which you purchased a Ticket is cancelled prior to the Event. If the Event is cancelled, SATC will make reasonable endeavours to notify you in writing as soon as practicable. Your contact details are generally obtained at the point of sale for this purpose. If you paid for your Tickets by credit card, the value of the Tickets will be automatically credited back to your card. If you purchased your Tickets by cash, voucher or other non-traceable means, you will need to apply for a refund from SATC in a timely manner.

### ***CANCELLATION OR RESCHEDULING DURING EVENT***

Occasionally, events are cancelled for unforeseen circumstances that arise during the Event, leaving the Event incomplete. Sometimes such events are rescheduled, but often this is not possible. In these circumstances, you may be entitled to a full or partial refund or credit or a replacement Ticket to the Event at another time. Your right to a refund or exchange and the extent of the refund depends upon what is reasonable in the circumstances including the nature of the Event and the proportion of the Event completed. If a substantial proportion of the Event is completed then, depending on the circumstances, it may be reasonable for SATC to determine that a refund or exchange is not warranted.

### ***DISCRETIONARY REFUNDS***

Where the incident is not covered by the Consumer Guarantees, or the rights above, but you wish to seek a discretionary refund, you should lodge your Complaint with SATC for consideration as soon as possible.

### ***AMOUNT OF REFUND***

When applicable, a refund covers the price of the Ticket, excluding charges such as transaction fees, booking fees, and credit card surcharges. It does not cover costs imposed by external suppliers that you were not obliged to incur but chose to incur, such as registered or express post fees, courier charges or insurance. Unless required by law, SATC will not reimburse you for auxiliary expenses incurred by you in connection with your attendance or non-attendance at the Event, including a cancelled, rescheduled or relocated Event. Auxiliary expenses include, but are not limited to, the cost of travel, car-parking and accommodation.

### ***RECIPIENT OF REFUND***

A refund will be paid to the original Ticket purchaser. You are not entitled to a refund if your Ticket was free or complimentary.

### ***REQUEST FOR REFUND***

To verify the authenticity of any refund claim, your original Ticket and/or proof of purchase may be requested. A refund may not necessarily be available from SATC at the time the refund is requested. When making a request for refund, you should identify yourself by the same name and address you used at the time you purchased the Ticket.

## DEFINITIONS AND INTERPRETATION

The following terms have the meanings set out below:

**ACCC** means the Australian Competition & Consumer Commission.

**Australian Consumer Law** means the Australian Consumer Law set out in Schedule 2 to the *Competition and Consumer Act 2010* (Cth).

**Complaint** means a statement made to SATC that any service is unsatisfactory or unacceptable.

**Consumer** means a person who purchases or holds a Ticket to the Event and includes: (a) a person who holds a Ticket to the Event where this policy refers to matters occurring during the Event; and (b) a person who is intending to purchase a Ticket to the Event where this policy refers to matters occurring prior to the purchase of a Ticket.

**Consumer Guarantees** means the Consumer Guarantees set out in Division 1 of Part 3.2 of the Australian Consumer Law.

**Event** means the Tasting Australia wine and food festival and includes events initiated, planned, executed, controlled, and closed by SATC and/or third-party event managers.

**SATC** means South Australian Tourism Commission (ABN 80 485 623 691), a statutory corporation established under the *South Australian Tourism Commission Act 1993* (SA), of Level 9, 250 Victoria Square/Tarntanyangga, Adelaide South Australia 5000.

**Terms and Conditions** means the terms and conditions which apply to the sale of the Ticket and/or entry to the Event or Venue.

**Ticket** means a revocable licence granted to the Consumer to be admitted entry to an Event or to a Venue, subject to the applicable Terms and Conditions, evidenced by any Ticket, voucher, coupon, card, badge, document or other form of identification device such as an electronic barcode, wristband or member's card. The right of admission to the Event may also include the right to be admitted to a designated area or a designated seat.

**Venue** means the place where the Event is held.