

Adelaide Baroque Incorporated ABN 18 847 894 255 (**we, us, our**) operate and provide this website (**Website**) and provide you with our concerts, and any other services and products as may be provided through our Website or any other means from time to time (**Services**) subject to the following Terms and Conditions.

By accessing, browsing, or using this Website or the Services you agree that you have read, understood and agree to be bound by these Terms and Conditions, our Privacy Policy (**Privacy Policy**) and all applicable laws, and you acknowledge that this Website and the Services are available for your use only on the condition that you agree to be bound to these Terms and Conditions. You should read these Terms and Conditions and Privacy Policy carefully before using this Website and accessing the Services.

We reserve the right to revise and update these Terms and Conditions by making any changes immediately. We will notify you as soon as reasonably practicable after such changes have been made. The revised terms will take effect when they are posted on the Website and your continued usage of this Website and/or the Services after any changes to these Terms and Conditions will mean you accept those changes.

1 PRIVACY

We have adopted a Privacy Policy that you should refer to in order to fully understand how we collect and use your information in accordance with the principles of the *Privacy Act 1988* (Cth), the Australian Privacy Principles and (if applicable) *General Data Protection Regulation (EU) 2016/679* or the *Data Protection Act 2018 (UK)* and “UK GDPR” (as defined in the *Data Protection, Privacy and Electronic Communications Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations SI 2019/419*). You can access our Privacy Policy at www.adelaidebaroque.com.au/privacy-policy.

2 PAYMENTS

- (a) We may (from time to time) make payment facilities available through our Website so that you can make payments in relation to the Services, including, but not limited to, those relating to concert tickets, sponsorships, or donations (**Payments**).
- (b) We use third-party providers to facilitate the Payments through our Website (**Providers**). When you make Payment to us, you agree to the terms and conditions prescribed by the Providers.
- (c) You may make Payment through the accepted payment methods specified by us on our Website by us from time to time.
- (d) By making Payment through the payment methods specified above, you acknowledge and accept that you will be charged by us (and you authorise us to charge you) an amount equal to the Payment.
- (e) We will notify you as soon as any Payment has been successfully processed and received by us. If any Payment is not successfully processed, you will receive a notification from us, and you will need to contact us to resolve the issue. We will not attempt to charge you again until the issue has been resolved.
- (f) If you believe that you were incorrectly charged, please contact us immediately, and we will attempt to rectify the error as soon as reasonably practicable.
- (g) You also agree that you will be responsible for any fees or charges that are incurred whilst processing your Payment, including but not limited to, credit or debit card transaction processing fees, merchant settlement fees and other similar fees.
- (h) You warrant that you will have sufficient funds available for us to process Payments.

- (i) We will only store and hold your Payment credentials (if applicable) in accordance with our Privacy Policy.

3 HYPERLINKS

Links on our Website may direct you to third party websites, which are subject to their own terms and conditions. Your use of those websites is solely at your own risk and expense, and we accept absolutely no responsibility and make no claims, representations or warranties with regards to the use, quality, content, nature or reliability of any third-party websites.

4 ELECTRONIC COMMUNICATIONS

From time to time, we may offer a newsletter or service information updates. By accepting these Terms and Conditions, you consent to us using your email address to send you our newsletters or product or service information updates (as applicable). We may also use your email address to send updates to you, from time to time, about changes to the Services. If requested by you, we will remove you from our mailing list in accordance with the Privacy Policy.

5 TERMINATION

We may terminate these Terms and Conditions, and block or prevent future access to (and the use of) this Website and the Services, at any time, for any reason. You may terminate these Terms and Conditions at any time, for any reason, by notifying us in writing.

6 WARRANTIES AND GUARANTEES

- (a) This Website is provided on an 'as is' and 'as available' basis and we specifically exclude all warranties of any kind to the fullest extent permissible by law. We do not guarantee, the accuracy or completeness of the Website, or any information or content on the Website, or that the Website are free of defects or viruses and we accept no responsibility for viruses and defects.
- (b) While we use reasonable endeavours as to avoid any disruption or downtime to the Website and/or Services, from time to time, there may be disruption to the Website and/or Services, in order to upgrade or maintain them, or for other circumstances beyond our control. Should there be any interruption to the availability of the Website and/or Services, we will use our reasonable endeavours to minimise that interruption.

7 REPRESENTATIONS AND INDUCEMENTS

You acknowledge and agree that we have not made any representations or inducements in respect of the Website or the Services.

8 LIMITATION OF LIABILITY

- (a) You acknowledge and understand that:
 - (i) the Website and Services have not been developed to meet your individual requirements, and it is therefore your responsibility to ensure that they meet your requirements and/or needs;
 - (ii) the use of this Website and Services is entirely at your own risk;
 - (iii) we will not be liable for any changes to the Services made by you;
 - (iv) we assume no duty of care to you or any other party who relies on anything provided for by us through the Website and Services;

- (v) we rely on all warranties and undertakings provided by you under these Terms and Conditions; and
 - (vi) we are not obliged to confirm or check the accuracy of the personal information or other materials you provide to us in connection with your use of the Website and/or Services.
- (b) Except to the extent that liability may not lawfully be excluded, we will not be under any liability to you (or any of your officers, agents or employees, if any) for:
- (i) any loss of profit or anticipated profit, loss of data, loss of use, damage to goodwill, or loss due to delay, or any direct or indirect loss or damage (including, without limitation, consequential loss or damage) however caused (including, without limitation, due to breach of contract, negligence or breach of statute) which may be suffered or incurred by you or which may arise from or in connection with your use of this Website and Services, or your use of or reliance upon any of the information provided through the Website or Services, or otherwise provided by us to you; or
 - (ii) any losses, costs, expenses and damages (including legal costs and disbursements) sustained or incurred, whether directly or indirectly or consequentially or in any other way, arising in connection with:
 - (A) death, personal injury or property damage resulting directly or indirectly from your use of the Website and Services; and/or
 - (B) any failure or delay due to matters beyond our reasonable control.
- (c) Where the law implies a warranty into these Terms and Conditions, which may not be lawfully excluded, our liability for breach of such a warranty shall be limited to, in the case of the Services, the total amount paid by you to us for the access to the Website and/or Services (as applicable).
- (d) You agree that this Website is provided free of charge. We shall not be liable to you or any person for any loss or damage of any kind which may arise from the use of this Website. We may from time to time, publish links to other third-party websites on this Website. Contents, hyperlinks or information held on other sites is not our responsibility. We shall not be held liable for any information held on websites which may have links to or from this Website, and which are not maintained and controlled by us. We do not endorse any material on those websites and do not provide any warranty, or assume any responsibility regarding the quality, accuracy, source, merchantability, fitness for purpose or any other aspect of material on those websites, nor do we warrant that material on other websites does not infringe the intellectual property rights of any other person. Our aggregate liability to you for any other losses resulting from use of the Website is limited to the nominal amount of \$AU1.

9 RELEASE AND INDEMNITY

- (a) You discharge and forever release us from any claim, loss, actions, proceedings, demands, costs, expenses and liability relating to your use of the Website and/or the provision of the Services to you.
- (b) You hereby defend, indemnify and hold harmless us, our officers, directors, employees, agents, subcontractors, licensors, and suppliers, from and against all claims, loss, actions, demands, liabilities and settlements, arising in connection with your use of the Website and/or the Services, and/or your breach of these Terms and Conditions.

10 DISPUTES

In the event of any dispute under these Terms and Conditions:

- (a) you will notify us of the complaint using the contact details provided in these Terms and Conditions;
- (b) we will review your complaint and request any further information that we may require;
- (c) you and we will both negotiate in good faith to resolve the dispute; and
- (d) you agree to fully cooperate (in a timely manner) with all requests that we may make in the resolution process.

11 EVENTS OUTSIDE OUR CONTROL

- (a) We will not be liable or responsible for any delay in or failure to comply with these Terms and Conditions if such delay or failure is caused by circumstances beyond that party's reasonable control, including (without limitation), government restrictions, virus, pandemic, fire, flood, act of God, strikes, lock outs, stoppage of work, trade disputes, any act of war or terrorism, or the failure of public or private telecommunications networks (**Event Outside Our Control**).
- (b) If an Event Outside Our Control takes place that affects the performance of our obligations under these Terms and Conditions, our obligations under these Terms and Conditions will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control, and we will use our reasonable endeavours to find a solution by which our obligations under these Terms and Conditions may be performed despite the Event Outside Our Control.

12 INTERNATIONAL USERS

We control and operate the Website and provide the Services from Australia. We do not represent that the Website is appropriate or available for use cross-jurisdictionally. If you are accessing the Website from locations other than Australia, you acknowledge and understand that you are doing so at your own risk and on your own initiative, and you are solely responsible for compliance with local laws (as may be applicable).

13 ENTIRE AGREEMENT

These Terms and Conditions constitute the entire agreement between you and us with respect to this Website and the Services, and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written with respect to this Website and the Services.

14 VARIATION

- (a) These Terms and Conditions may be amended or varied by us, at any time, for any reason, at our discretion, and may not be amended or varied in any other manner.
- (b) While we will use reasonable endeavours to notify you as soon as such variations have been made, you are required to revisit these Terms and Conditions to ensure that these conditions have not changed.
- (c) The new terms may be displayed on screen and you may be required to read and accept them to continue your use of the Website and/or Services.

15 ASSIGNMENT

We may assign these Terms and Conditions and our rights or delegate our obligations without your consent. All provisions contained in these Terms and Conditions shall extend to and be binding upon you and our successors and assignees. You may not assign these Terms and Conditions to another person or entity without our prior written consent.

16 WAIVER

Enforcement of these Terms and Conditions is solely at our discretion and our failure to enforce a provision in some instances does not constitute a waiver of our right to enforce such provision in other instances.

17 SEVERABILITY

Each of the conditions of these Terms and Conditions operate separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.

18 GOVERNING LAW

These Terms and Conditions will be governed by and construed in accordance with the laws of the State of South Australia. You submit to the non-exclusive jurisdiction of the state and federal courts located in South Australia for the resolution of any disputes.

19 CONTACT US

If you have any questions regarding these Terms and Conditions, please contact us at:

- (a) Address: C/- Level 1, 153 Flinders Street, Adelaide SA 5000
- (b) Email: generalmanager@adelaidebaroque.com.au