Ticketing Services for Presenters

Operating Policy



Purpose

This policy establishes the Trust's protocols and procedures for ticketing operations for events held at all of the Trust's venues, to ensure the best possible visitor and presenter experience.

This policy supports the provisions of the Ticketed Events Schedule section of Arts Centre Melbourne's Master Licence Agreement (Licence Agreement). Your Account Manager can provide you with support in relation to the application of this policy.

Scope

This policy relates to ticketing services provided to Presenters who hire any venue, including the Sidney Myer Music Bowl (SMMB), from the Victorian Arts Centre Trust (the Trust).

Policy

1 Ticketing for all events (excluding SMMB)

- 1.1 The Trust will sell, promote, and distribute tickets on behalf of Presenters through the Trust's Ticketing & CRM System.
- 1.2 For events held at the theatres, including the halls and spaces of a venue, tickets will be sold via Arts Centre Melbourne's:
 - a) website (www.artscentremelbourne.com.au)
 - b) contact centre (1300 182 183)
 - c) Box Office(s)
- 1.3 The Trust has entered into an exclusive contract with Ticketmaster to receive allocations for events held at the theatres, including the halls and spaces of a venue. Allocations to Ticketmaster are at the presenter's discretion and require approval from the Trust. If applicable, this allocation will be sold via:
 - a) Ticketmaster's website (www.ticketmaster.com.au)
 - b) Ticketmaster's contact centre (1300 136 166)
 - c) Ticketmaster Outlets

2 Ticketing for SMMB events

- 2.1 The Trust has entered into an exclusive contract with Ticketmaster to sell all tickets for all events at the SMMB. For these events, tickets will be sold via:
 - d) Ticketmaster's website (www.ticketmaster.com.au)
 - e) Ticketmaster's contact centre (1300 136 166)
 - f) Ticketmaster Outlets

3 Other authorised off-line sales channels

- 3.1 The Trust has a list of authorised off-line sales channels (On-sellers). When deciding whether or not to use On-sellers, and which On-sellers to use, at its discretion, the Trust will take into account the following criteria:
 - a) the ability for customers to still transact through Arts Centre Melbourne's website (or contact centre / box office if appropriate);
 - b) a successful track record for similar product sales;

- an ability to access identified target market segments relevant to the product and not accessible at the time by the Trust's channels;
- an ability to generate additional marketing and publicity consistent with the event marketing strategy;
- e) an ability to consistently observe and adhere to the Trust's requirements;
- f) brand and reputation in the market place; and
- g) an ability to enhance the Trust's brand and reputation in the marketplace.
- 3.2 The Trust has an obligation to customers to ensure the transparency and integrity of ticket pricing. Accordingly, On-sellers must:
 - a) advise the potential ticket purchaser of the face value price of the ticket;
 - b) not place tickets on sale prior to the Trust on-sale date;
 - where applicable, advise ticket purchasers that the face value price of all Trust tickets is inclusive of GST and the Trust and On-sellers' charges;
 - d) detail separately any additional charges for services levied by the On- Seller:
 - e) issue a tax invoice for the full price of the service, inclusive of the ticket price
 - f) include a web link to the Arts Centre Melbourne homepage (currently www.artscentremelbourne.com.au) if using the internet as their primary distribution channel; and
 - g) consult with the Trust prior to any online advertising to ensure that the integrity of the Arts Centre Melbourne brand and the event is upheld.
- 3.3 For a list of Trust authorised On-sellers, refer to your Account Manager.
- 3.4 The Trust reserves the right to delete or add to this list from time to time. In particular, the Trust may immediately cease all current and future transactions if the On-seller fails to satisfy the requirements set out above.

4 Reports from the Trust

- 4.1 The Trust will provide the Presenter with automated event reports of sales by the Trust.
- 4.2 These reports are currently available to be sent by email at an agreed schedule. Contact your Account Manager to discuss the details of your reporting requirements.

5 Concession tickets

- 5.1 By completing Appendix A of the Master Licence Agreement, Presenters are requested to provide the Trust with full information of any concession prices for the event. Concessions may include, but are not limited to, pensioners, seniors, full-time students (including international students that can present an international student card), youth and children.
- 5.2 The Trust requires customers to produce valid proof of their concession. Further information regarding the definition of concessions, or as to which concession to offer, can be obtained from your Account Manager.

6 Student or general rush tickets

- 6.1 Presenters are able to offer a student or general rush last minute ticket offer. A student or general rush last minute ticket offer is when a set number of tickets (decided by the Presenter) are sold last at the minute at a discounted rate.
- 6.2 The Presenter must provide the Arts Centre Melbourne Box Office with clear instructions on how this program should be fulfilled, including ticket prices, total tickets, and valid purchasers.

7 Children / Babies in Arms

7.1 The Trust welcomes people of all ages to experience Arts Centre Melbourne's events, facilities and services. For the majority of events held at Arts Centre Melbourne,

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children who have not yet turned two years old may be admitted into an event at no cost and without a ticket. In these cases, children will not be allocated a seat and must be seated on the lap of a parent or guardian for the duration of the event.

- 7.2 Every person aged two years and over attending a ticketed event must hold a valid ticket.
- 7.3 A Presenter may choose to program a specialist event specifically designed for babies and toddlers (Babies Ticketed Event). In these circumstances, it is appropriate for children regardless of age to hold a valid ticket. Please discuss these details with your Account Manager.

8 Companion Card

- 8.1 The Companion Card Scheme was established by the Department of Human Services to assist people with a permanent disability to access the performing arts with the assistance of a companion. Companion Cards have been issued under strict guidelines since late 2003.
- 8.2 The Trust is affiliated with the Companion Card Scheme. It is a condition of the hire of a Venue that the Presenter abides by the Companion Card Scheme in relation to the event.
- 8.3 Details of the scheme are contained on the Companion Card website (www.companioncard.org.au).

9 Complimentary and zero-priced tickets

- 10.1 Complimentary and zero-priced tickets are subject to certain thresholds that determine the fees payable by the Presenter in the issuing of such tickets.
- 10.2 It is the Presenters responsibility to monitor the number of complimentary tickets issued (through reports from the Trust see Section 4) and be aware of all applicable fees and charges for the issuing of these tickets (see Ticketing Rates Card).

10 Face value to be displayed

- 10.1 Where the customer has paid for the tickets directly to the Trust, Ticketmaster (in respect of allocations from the Trust) or an On-seller approved by the Trust, tickets must be issued displaying the face value of the ticket.
- 10.2 Tickets sold via these channels cannot be issued with the price suppressed or displaying a zero-price (other than for zero-priced tickets).
- 10.3 In situations where a performance is cancelled or postponed, ticket purchasers are entitled to a refund equivalent to the face value of the ticket. The Trust is responsible for all tickets sold and for providing and coordinating refunds where necessary. The Trust's obligations extend only to the value of the ticket. Customers should be aware of the value of the ticket and, accordingly, of the value of any refund that might be payable in the event that the performance is cancelled or postponed. The Trust may direct customers to the channel through which they purchased the ticket.

11 Right to refuse entry

- 11.1 The Trust may require proof of purchase to authenticate legitimate purchases of tickets. This includes:
 - a) the credit card used to purchase tickets
 - b) ability to correctly quote their account details
 - c) proof that they are the purchaser by producing valid photo identification
 - d) proof of concession / companion card entitlement

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11.2 The Trust withholds the right to refuse entry if acceptable proof of purchase and/or concession / companion card cannot be provided.

12 **GST**

- 12.1 GST is a tax on the supply of goods, services, and anything else supplied by a registered entity for consideration made in the course of an enterprise connected with Australia.
- 12.2 An Arts Centre Melbourne ticket represents the tax invoice for the ticketing transaction. The reverse side of the ticket discloses that the ticket is a tax invoice. The face of the ticket displays the GST inclusive price of the ticket as required by the GST legislation where an asterisk (*) is printed on the ticket. Where no asterisk is printed, the ticket is GST exempt.
- 12.3 If a transaction exceeds \$1,000 (before GST), additional information needs to be disclosed on the tax invoice. Presenters should contact their Account Manager if they require a tax invoice for ticket purchases.

13 Live Performance Australia

- 13.1 The Trust is proud to be affiliated with Live Performance Australia (LPA), and to adhere to the LPA Ticketing Code of Practice (LPA Ticketing Code).
- 13.2 Accordingly, the Presenter agrees that the LPA Ticketing Code applies to events presented by the Presenter at the venue, except where it is inconsistent with this policy. If this policy is inconsistent with the LPA Ticketing Code, this policy takes precedence to the extent of that inconsistency.
- 13.3 The LPA Ticketing Code can be found at www.liveperformance.com.au.

14 Communication of customer financial information

- 14.1 In setting up its Ticketing Services, the Trust has implemented a rigorous program to ensure that its operations are compliant with current legislation in respect of the collection, storage, and subsequent processing of customer data. This is particularly strict in terms of the storage of customers' financial information.
- 14.2 As such, the Trust cannot accept email communication where credit card details and other financial information is included. If you would like to organise payment for held tickets, please liaise this with your Account Manager.

15 Privacy

15.1 The Trust has a Privacy Policy that covers Ticketing Services. This is available at www.artscentremelbourne.com.au/privacy.

16 Ticketing Terms and Conditions

16.1 The Trust's Ticketing Terms and Conditions of Purchase apply to customers purchasing tickets from Arts Centre Melbourne via any sales channel. The terms and conditions are available to view at www.artscentremelbourne.com.au/ticketing.

17 Conditions of Entry

17.1 The Trust's Conditions of Entry apply to entry and use of Arts Centre Melbourne premises. The conditions are available to view at www.artscentremelbourne.com.au.

18 Further information

18.1 For further information, please contact your Account Manager.

Attachment A - Definitions

Key Term	Definition	
On-seller	The Trust's authorised off-line sales channels	
Presenter	A person or organisation who hires one of the Trust's venues	
Venue	A place or space at Arts Centre Melbourne, including the Sidney Myer Music Bowl.	
Babies Ticketed Event	An event specifically designed for Babies & Toddlers where it is appropriate for children regardless of age to hold a valid ticket.	

Supporting Documentation

a) Related Material

Name	Document Type	Location
LPA Ticketing Code of Practice	Guidelines	www.liveperformance.com.au
Companion Card Industry Handbook	Guidelines	www.vic.companioncard.org.au
LPA Companion Card & Discrimination Guidelines	Guidelines	www.liveperformance.com.au

b) Related Policies and Operating Procedures

Policy or Operating Procedure		
Privacy Policy		
Ticketing Terms & Conditions of Purchase		
Conditions of Entry		

Governance

a) Responsibility

Policy Owner	Director, Ticketing & Visitor Experience
Approving Executive	Executive, Development & Audience Engagement

b) Version Control and Change History

Version Number	Approval Date	Approved by	Amendment	
1.0	22/04/2009	Heather Walker Andrew Moon	First version of Presenter ticketing policy. Applies to tickets on sale prior to 5th May 2009.	
2.0	22/04/2009	Heather Walker Andrew Moon	Policy incorporating changes required due to implementation of new Ticketing system. Applies to tickets on sale after 5th May 2009	
3.0	01/07/2010	Melindy Green Andrew Moon	Yearly review with minor clarifications	
3.1	31/01/2012	Manager, Assurance & Compliance	Minor amendments – rebranding	
4.0	08/05/2012	Andy Avery	Amendments – changes required due to end of Ticketmaster contract	
5.0	July 2014	Beau Vigushin Kyle Johnston	Yearly review with minor amendments, addition of new Ticketmaster Agreement and new template.	
6.1	October 2015	Beau Vigushin Sarah Hunt	Changes to Children's Policy (Section #7) and minor updates to reflect new structure.	
Post Implementation Review				
Due Date			July 2016	