

PALAIS THEATRE MEMBERSHIP

“1927 SOCIAL CLUB”

TERMS AND CONDITIONS

1. OVERVIEW

By purchasing a “Palais Theatre” Membership, you will access the right to the benefits made available to Members when purchasing tickets for and attending events at Palais Theatre as further described in section 2 below. The Membership Terms and Conditions govern the Membership.

Palais Theatre in its sole discretion can, restrict, suspend, amend, extend or otherwise alter the Membership Terms and Conditions at any time and without prior notice. If the Membership Terms and Conditions have been updated, Palais Theatre will post the new terms on the Palais Theatre website <https://www.palais theatre.com.au/> and note the date that they were last updated. We encourage Members to review the Membership Terms each time they use their Membership Benefits.

By purchasing a Membership, you accept and agree to be bound by the Membership Terms and Conditions.

2. BENEFITS

2.1 Current Benefits

The following Benefits will be made available to Members on purchase of a Membership (subject to availability and the Membership Terms and Conditions):

- Pre-Sale: A Palais Theatre Members pre-sale for ticketed events at Palais Theatre which provides Members with tickets before they go on sale to the general public. Please Note:
 - o Up to 3 hours prior each event going on pre-sale, we will send all Members an email at the same time with a pre-sale link to Ticketmaster or Moshtix (whichever is relevant) for the purpose of accessing this Benefit.
 - o Palais Theatre does not guarantee that the Members pre-sale will be the first or the only pre-sale for an event, but the Palais Theatre Members pre-sale will give you access to tickets prior to the general public.
 - o Your Membership will give you access to any tickets that are available for purchase for the relevant event but does not guarantee access to tickets if tickets sell out.
 - o Promoter, event organiser, touring party or other relevant third party have the right to refuse a pre-sale by Palais Theatre on any event in their sole discretion. Therefore, this Benefit may not be available for every ticketed event at Palais Theatre.

- Food & Beverage Discount: Discount as specified by Palais Theatre on food and beverage at food and beverage outlets. Please note:

- The Member will need to be 18 or older and have a valid and accepted ID evidencing their age to purchase alcohol at Palais Theatre; and
 - Discounts are subject to change at Palais Theatre's sole discretion; and
 - Member cards must be presented and scanned at the time of purchase to access the discount.
- Winter Garden Access: Opportunity to access the Winter Garden at selected events. The Winter Garden opens 30 minutes before doors at applicable events.
- Members must RSVP in advance via email to admin@palais theatre.com.au to attend. Access is subject to availability.
 - Members must hold a separately purchased valid event ticket to gain access to the Winter Garden. Event tickets are not included as part of this benefit.
 - Member card must be presented and scanned on arrival together with a valid event ticket to access the Winter Garden.
 - Space is limited in the Winter Garden and therefore will be available to Members on a first in first served basis.
 - Palais Theatre has the right to refuse entry to the Winter Garden to anyone failing to comply with the Conditions of Entry or any other relevant Membership Terms and Conditions including, without limitation, due to intoxication.

All Benefits are subject to availability and to these Membership Terms and Conditions. A valid Membership Card will entitle you to the benefits, but you acknowledge that some or all of the benefits may be added to, removed or altered by Palais Theatre in its sole discretion.

Any additional fees or costs associated with Your Membership (e.g. event tickets) are additional to your annual Membership invoice.

Any ticket purchases made to events at Palais Theatre will be subject to the Ticketing Conditions of Sale as set out by either Ticketmaster or Moshtix (as relevant for the particular event) and Conditions of Entry.

2.2 Value

Benefits have no cash value and are not exchangeable for cash. Choosing not to claim a Benefit does not entitle a Member to any vested rights, and Palais Theatre does not guarantee in any way the continued availability of any Benefit.

2.3 Promotion

From time to time, Palais Theatre may advertise or offer exclusive offers to select Members to receive other benefits or discounts. This is at the sole discretion of Palais Theatre.

3. MEMBERSHIP

3.1 Membership Enrolment

To become a valid Member, you must complete the enrolment process at the Member Portal by providing complete and accurate information, paying the Initial Fee or Renewal Fee (as relevant) and indicating your acceptance of the Membership Terms and Conditions.

Subject to the Membership Terms and Conditions, Your Membership will be valid for the Validity Period. You will have access to the Benefits for the duration of the Validity Period (subject to availability and any other relevant Membership Terms and Conditions). The Membership must be renewed every 12 months to continue accessing Member Benefits.

3.2 Membership Card

When Your application for a Membership has been Accepted a contract in accordance with these Membership Terms and Conditions has been formed between us and You will be issued with a Membership Card, Membership Card Number and account for managing Your Membership.

3.3 Eligibility

To purchase a Membership you must be at least 18 years of age and be a citizen of or permanent resident in Australia.

3.4 Use of Membership:

The Benefits can be utilised immediately upon Acceptance and Your Membership Card will be available for collection at The Venue “Palais Theatre” within 28 working days.

Palais Theatre reserves the right to refuse to supply You with a Membership Card and can terminate Your Membership and/or demand the return of Your Membership Card and/or cancel it at any time if, in its reasonable opinion, Palais Theatre determines that a Member:

- does not meet the requirements set out in section 3.3;
- has abused any of the Benefits;
- misused its Membership Card in any way;
- fails to comply with any of the Membership Terms and Conditions; or
- makes any misrepresentation or provided false information to Palais Theatre.

Any Benefits and tickets obtained in breach of the Membership Terms and Conditions will be made null and void and Palais Theatre may refuse to admit the Member to Palais Theatre.

3.5 Transferability

Only the named holder on the Membership Card is entitled to use the Membership and receive any associated Benefits.

Memberships may be purchased as a gift; however, the recipient must be registered as the named holder by updating the Membership details via the Member Portal. Until such update is completed, the purchaser remains the named holder for all purposes.

Except as expressly permitted above, Memberships cannot be assigned, exchanged, traded, bartered, or otherwise transferred, whether by gift, sale, or otherwise. Any purported transfer in breach of these Terms shall be void.

3.6 Transfer/Exchange Policy

Memberships cannot be returned or exchanged.

The Initial Fee and any Renewal Fee are non-refundable in the event that a Membership Card is terminated as permitted by these Membership Terms and Conditions.

3.5 Renewal

At least one month before the expiry of the Validity Period Palais Theatre will offer You the opportunity to renew Your Membership for a further twelve-month period.

Any renewals will be subject to payment of the then current Renewal Fee.

If you purchase a Membership Card at a promotional price, as indicated at the time of the purchase is made, any subsequent renewal payments will be made at the advertised full price, unless otherwise stated. You will be notified of the Renewal Fee prior to expiry of your current Membership.

4. DATA PROTECTION

4.1 Personal Information

We will maintain the privacy and security of all personal information collected from Members, including, but not limited to: name, address, email address, telephone numbers ("Personal Information").

You must ensure that the Personal Information provided by you when you apply for a Membership is accurate and complete and contains Your correct name, contact address, telephone number and/or email address and any other requested details.

It is your responsibility to inform Palais Theatre of any changes to your Personal Information.

4.2 Use of Personal Information:

Palais Theatre will use this Personal Information to provide You with all information connected with the supply of Your Membership including ticket offers, Benefits, renewals, newsletters, events, offers and changes to the Membership.

By Accepting a Membership Card You consent to Your Personal Information being used in this way.

Palais Theatre shall comply with the Data Protection Legislation in respect of its processing of Personal Information under this section 4.

You can read more about how Palais Theatre handles Personal Information at <https://www.palais theatre.com.au/privacy-policy>

By sharing your Personal Information and as an active Member, we and/or our service providers may communicate to you special offers, services, promotions and Membership information.

4.3 Unsubscribe

You can unsubscribe from receiving such messages at any time by clicking unsubscribe at the bottom of any promotional email.

Please note if you refuse certain contact permissions, we may not be able to provide You with all the services that your Membership entitles you to.

5. GENERAL

5.1 Precedence

If there is a conflict between any terms set forth here, on the Membership Website, and/or any other Membership terms, such conflict shall be resolved as follows: first, these terms shall prevail, thereafter the Membership Website and finally any other terms and conditions governing the Membership (including without limitation the Conditions of Sale and any relevant purchasing terms for the Membership on the Moshtix or the Ticketmaster Website).

For the avoidance of doubt, in the event of any action, proceeding or other dispute arising from or relating to any Membership Terms and Conditions, such dispute shall be settled in accordance with the provisions and procedures set forth in these terms.

5.2 Waiver

Any waiver by Palais Theatre of the strict observance, performance or compliance by a Member with any of the Membership Terms and Conditions, either expressly granted or by course of conduct, shall be effective only in the specific instance and shall not be deemed to be a waiver of any rights or remedies of Palais Theatre a result of any other failure to observe, perform or comply with the Membership Terms and Conditions. No delay or omission by

Palais Theatre in exercising any right or remedy hereunder shall operate as waiver thereof or of any other right or remedy.

5.3 Severance

In the event that any provision in the Membership Terms and Conditions is determined to be invalid, illegal, or unenforceable, such determination shall not affect the validity and enforceability of any other remaining provisions of these Terms and Conditions.

5.4 Contact

If you have any questions about the Membership Terms and Conditions or if you wish to provide any feedback with respect to the Membership, please contact us at admin@palaistheatre.com.au

6. DEFINITIONS

In these terms and conditions:

'Acceptance' 'Accepted' 'Accepting' means confirmation by Palais Theatre verbally or in writing (including by email) that Your Membership application has been accepted and Your Benefits will commence.

'Benefits' means those Benefits and discounts at Palais Theatre and from external providers which are from time to time notified on Membership Website, newsletters or mailings.

'Conditions of Entry' means the conditions for any person to enter Palais Theatre as set <https://www.palaistheatre.com.au/faqs> and as may be amended.

'Conditions of Sale' means those terms and conditions that apply to customers purchasing tickets and attending events.

'Data Protection Legislation' means the Privacy Act 1988 (Cth) and all applicable laws.

'Initial Fee' and 'Renewal Fee' means the fees payable as set by Palais Theatre.

'Membership' means the Palais Theatre Membership Program.

'Membership Website' means <https://www.palaistheatre.com/1927-social-club>

'Moshtix Website' means <https://www.moshtix.com.au/>

'Palais Theatre' means the Venue located at Lower Esplanade, St Kilda VIC 3182

'Ticketmaster Website' means www.ticketmaster.com.au

'Validity Period' means the 12 month period of Membership.

'Working Day' means Monday to Friday, excluding Public or Bank Holidays.