

Title	Presenter Ticketing Services Policy (for events on sale from 2 May 2009)
Type of Policy	Operating Policy
Last Reviewed	22 April 2009

Introduction

Scope											
This Presenter Ticketing Services Policy (“ Policy ”) relates to Ticketing Services provided to the Presenters who hire any venue, including the Sidney Myer Music Bowl from the Victorian Arts Centre Trust (“ Trust ”).											
Purpose											
This Policy provides sets out the protocols and procedures of the Trust’s ticketing operations for all events held at the Trust’s Venues.											
Related Compliance Requirements	Live Performance Australia Code of Practice for the Ticketing of Live Entertainment Events in Australia Master Licence Agreement or Presenter Licence Agreement										
Related Policy or Operating Procedures	Privacy Policy Ticketing Terms and Conditions										
Key Definitions	<table border="0"> <tr> <td>LPA</td> <td>Live Performance Australia</td> </tr> <tr> <td>Trust</td> <td>Victorian Arts Centre Trust</td> </tr> <tr> <td>Policy</td> <td>This Presenter Ticketing Services Policy</td> </tr> <tr> <td>Venue</td> <td>The Arts Centre’s venues, including the Sidney Myer Music Bowl</td> </tr> <tr> <td>Presenter</td> <td>A person who hires one of the Trust’s Venues for a ticketed event.</td> </tr> </table>	LPA	Live Performance Australia	Trust	Victorian Arts Centre Trust	Policy	This Presenter Ticketing Services Policy	Venue	The Arts Centre’s venues, including the Sidney Myer Music Bowl	Presenter	A person who hires one of the Trust’s Venues for a ticketed event.
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1. Principle

This Presenter Ticketing Services Policy (“**Policy**”) sets out the protocols and procedures applicable to the Arts Centre’s ticketing operations for all events held at the theatres, halls and spaces of the Centre.

This Policy supports the provisions of the Ticketed Events Schedule section of the Arts Centre’s Master Licence Agreement or the Presenter Licence Agreement (each a “**Licence Agreement**”) (as applicable).

Your Ticketing Account Manager can provide you with support in relation to the application of this Policy.

2. Policy Details

2.1 Right to refuse entry

2.1.1 The Trust may require proof of purchase to authenticate legitimate purchases of tickets. This includes:

- the credit card used to purchase tickets;
- ability to correctly quote their account details;
- proof that they are the purchaser by producing photo ID (Driver’s Licence, Learners Permit, Passport etc.)

2.1.2 The Trust withholds the right to refuse entry if acceptable proof of purchase cannot be provided.

2.2 Allocations to ticket agencies

2.2.1 For two years commencing 2 May 2009, the Trust has entered into a contract with the ticket agency Ticketmaster for Ticketmaster to sell tickets via allocation from the Arts Centre for shows where both the Arts Centre and the Presenter agree that a ticket agency is required. Such allocations will be subject to maximum thresholds and will be managed by the Arts Centre.

2.2.2 If Ticketmaster do not accept an allocation, the Trust, in consultation with the Presenter, will pursue another ticket agency and enter into negotiations for the sale of that allocation by the alternative ticketing agency.

2.2.3 Where an allocation is made to Ticketmaster or an alternative ticket agency, the Trust and the Presenter will need to discuss and agree the placement of the booking details of these ticket agencies and the standard Trust booking details on any marketing and advertising collateral to ensure clarity for the customers and an appropriate distribution of tickets between multiple sales channels.

2.3 Other authorised off-line sales channels

2.3.1 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, the Trust will apply the following criteria in its discretion:

- successful track record for similar product sales;
- ability to access identified target market segments relevant to the product and not accessible at the time by the Trust’s channels;
- ability to generate additional marketing and publicity consistent with the event marketing strategy;
- ability to consistently observe the Trust’s requirements for off line sales channels;
- brand and reputation in the market place; and
- ability to enhance the Trust’s brand and reputation in the marketplace.

2.3.2 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) advise ticket purchasers that the face value price of all Trust tickets is inclusive of the Trust and On-Sellers’ charges and inclusive of GST, where applicable;
- (c) detail separately any additional charges for services levied by the On-Seller;
- (d) issue a tax invoice for the full price of the service, inclusive of the ticket price;
- (e) On-Sellers using the Internet as their primary distribution channel must include a web link to the Arts Centre Homepage (currently www.theartscentre.com.au); and
- (f) must consult with the Trust prior to any online advertising to ensure that the integrity of the Arts Centre brand and the event is upheld.

2.3.3 For a list of Trust authorised On-Sellers, refer to your Ticketing Account Manager.

2.3.4 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.

2.4 Daily reports from the Trust

- 2.4.1 The Trust will provide the Presenter with automated event reports of sales by the Trust run each night and available to be sent by email to an agreed schedule. Event reports will detail the total sales to date up until midnight the night before. Event reports may also contain information such as the face value ticket sales, sales channel utilization, holds, estimated fees and charges and other information as agreed.
- 2.4.2 Contact the Ticketing Account Manager to discuss reporting requirements and agree a schedule and contacts.
- 2.4.3 An online reporting tool is also available that allows Presenters to access a suite of reports at their own convenience with data updated on a regular basis. Further details can be obtained from your Ticketing Account Manager.

2.5 Ticketmaster Niterun reports and Report Pro

- 2.5.1 Should the event be subject to allocations to Ticketmaster, the Trust will arrange for the Presenter to receive the Ticketmaster over-night “Niterun reports”. These reports provide total sales to date up until midnight the night before. At the time of the event build, your Ticketing Account Manager will be required to provide Ticketmaster with the email address of any Presenter nominated representative who will receive this report.
- 2.5.2 The Presenter may also opt to utilise Ticketmaster’s online reporting tool ‘Report Pro’. This system offers Presenters online up to date reporting access 24 hours per day, 7 days per week. Further details can be obtained from your Ticketing Account Manager.

2.6 Concession tickets

- 2.6.1 In completing Appendix A of the Master License Agreement, Presenters are requested to provide the Trust 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), Youths and Children.
- 2.6.2 The Trust requires customers to produce valid proof of their concession identity in order to purchase a concession priced ticket. Further information regarding the definition of concessions, or as to which concession to offer, can be obtained from your Ticketing Account Manager.

2.7 Student or general rush tickets

- 2.7.1 Presenters are able to offer a student or general rush last minute ticket offer. A student or general rush last minute ticket offer is a number of tickets (decided by the Presenter) that are sold last minute at a discounted rate.

- 2.7.2 The Presenter must provide the Arts Centre Box Office clear instructions on how this program should be fulfilled including ticket prices, total tickets and valid purchasers.

2.8 Companion Card

- 2.8.1 The Companion Card Scheme was established by the Department of Human Services to assist those 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.
- 2.8.2 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.
- 2.8.3 Details of the Scheme are contained on the Companion Card website www.companioncard.org.au

2.9 Complimentary and zero priced tickets

- 2.9.1 Complimentary and zero-priced tickets are subject to certain thresholds which determine the fees payable by the Presenter in the issuing of such tickets.
- 2.9.2 Your Ticketing Account Manager will monitor the numbers of complimentary and zero-priced tickets being issued and advise the Presenter as part of the on-going management of the performance or event.

2.10 Face value to be displayed

- 2.10.1 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, such tickets must be issued displaying the face value of the ticket.
- 2.10.2 Tickets sold via these channels therefore CANNOT be issued with the price suppressed or displaying a zero-price (other than for zero-priced tickets).
- 2.10.3 Further, 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 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.

2.11 GST

- 2.11.1 GST is a tax on a supply of goods, services and anything else supplied by a registered entity for consideration made in the course of an enterprise connected with Australia.

- 2.11.2 An Arts Centre ticket represents the tax invoice for the ticketing transactions. 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.
- 2.11.3 Where a transaction is in excess of \$1,000 (before GST) additional information needs to be disclosed on the tax invoice. Presenters should contact their Ticketing Account Manager if they require a tax invoice for ticket purchases.

2.12 Live Performance Australia

- 2.12.1 The Trust is proud to be affiliated with the Live Performance Australia (“LPA”), and to adhere to the Code of Practice for the Ticketing of Live Entertainment in Australia (“LPA Ticketing Code”).
- 2.12.2 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.
- 2.12.3 The LPA Ticketing Code can be found at www.liveperformance.com.au

2.13 Communication of customer financial information

- 2.13.1 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 customer’s financial information.
- 2.13.2 As such, the Trust cannot accept correspondence in the form of written or email communications where credit card details and other financial information is included EXCEPT DIRECTLY from the customer themselves.

Should the Presenter wish to organize payment for held tickets, please liaise with your Ticketing Account Manager.

2.14 Privacy

- 2.14.1 The Trust has developed a revised Privacy Policy for its Ticketing Services. This is available at www.theartscentre.com.au/privacy

2.15 Ticketing Terms and Conditions

2.15.1 The Trust Terms and Conditions of the Arts Centre ticket bookings as they apply to customers purchasing tickets from the Arts Centre via any sales channel are available at www.theartscentre.com.au/ticketing.

2.16 Want more advice?

For further information, please contact your Event Coordinator in Presenter Services, or your Ticketing Account Manager in Ticketing Services.

Supporting Documentation**i) Related Material**

Material which assists of supports execution of this policy is as follows:

Name	Document Type	Location
Privacy Policy	Trust Policy	www.theartscentre.com.au/privacy
Code of Practice for the Ticketing of Live Entertainment Events In Australia	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

Governance**i) Responsibility**

Policy Owner	Heather Walker, Executive Andrew Moon, Executive
Approving Body	Heather Walker, Executive Andrew Moon, Executive

ii) Version Control and Change History

Version Number	Approval Date	Approved by	Amendment
002	22/04/2009	Heather Walker Andrew Moon	First version of Presenter ticketing policy. Applies to tickets on sale prior to 2 nd May 2009.
001	22/04/2009	Heather Walker Andrew Moon	Policy incorporating changes required due to implementation of new Ticketing system. Applies to tickets on sale after 2 nd May 2009