



Terms & Conditions

These terms and conditions form our Service Agreement with you, unless you choose to enter into a separate contractual agreement with us.

1 Products and Services

Festival Director's Terms and Conditions apply to our *Products* and *Services*, which we provide to our clients and their customers via:

- online, including our software available via the event manager portal
- offline, through our client and patron technical and ticketing support, event management services, entry management, wristbands and lanyards, and offline software; and
- through our online/offline software, webpages and interfaces.

The material including information, data, text, design elements, formatting, graphics, aesthetics, and any other content published via our products and services or otherwise made available by Festival Director in connection with these is deemed Festival Director's Content.

At times we enter into separate contracts with our Clients. These Terms and Conditions will apply to these contracts unless expressly stated otherwise in the contract.

2 Terminology

Terms of Service, Terms and Conditions, T&Cs and *Terms* comprise Festival Director's Terms and Conditions. These Terms are a legally binding agreement between you and Festival Director, govern your access to, including use of our products and services, and set out your responsibilities and rights. By using any of our products and services, including browsing our websites, you agree to the T&Cs.

The terms *event manager, client, user* and *you/your* refer to you the person or people using or accessing our products and/or services to manage your event/s and/or ticket sales/registrations, or engaging our services to assist at your event/s.

When we use the terms *Festival Director, we, us* and *our*, we are referring to Festival Director Pty Ltd and our staff, contractors and/or partners. If you are accessing our products and/or services on behalf of a third party (such as your employer or an organisation for which you are undertaking this activity) you agree to these T&Cs on their behalf, and you agree that you have the authority to do act on their behalf. In this context, *you/your* will refer to that third party also.

3 Our Products and Services

Festival Director's products, specifically our software and platforms, enables you to easily create a customised ticketing page to sell tickets/registrations to your event which you can choose to integrate into your website, or to sell tickets/registrations to your event on a blank label page customised by you which is hosted by us (if you do not have your own website); to include important information about your event including your terms and conditions; to manage online and onsite ticket sales and registrations, sell add-ons including merchandise, car passes and accommodation; manage applications from contributors to your event including but not limited to musicians, artists, performers, vendors, volunteers and speakers; and manage email marketing campaigns.

4 Our Role and Your Role

We provide our products and services to help facilitate and manage your ticket sales, registrations, marketing campaigns and applications from other contributors. Festival Director is not the owner, organiser or financial authority of the events referred to in Section 3. You and any third parties for whom you are organising your event activity are solely responsible for ensuring that any information you disseminate meets all relevant local, state and national laws and regulations, and that the goods and services that form the event (such as location, performers/speakers and attractions) that you describe in your information are accurate. It is your responsibility to deliver those goods and services as part of your agreement to your patrons in exchange for their ticket purchase/s to your event/s.

5 Payments and booking fees

We pride ourselves on delivering robust solutions to cover your payment needs including payment type options, diverse currencies, fraud and dispute handling, accountability, and efficient transaction searches. Festival Director's preferred payment gateway provider is Stripe (stripe.com) and you agree, if using our self-service ticketing products, to use stripe. If you use our customised service you may choose from a selection of other payment gateway options, however these are subject to our approval and may attract a higher fee.

Festival Director booking fees:

Our 2% booking fee includes facilitation of online ticket sales, access to our event management software, provision of data (in a range of file formats including csv and xls), provision of Festival Director software for scanning and marking off entries.

Our 2.6% booking fee includes all services listed above, as well as the provision of a team to staff your box office and gate/entry operation at your event.

We are happy to negotiate a fee appropriate to your needs, and customised technical requirements, which falls outside of our standard fee rates. Contact us at admin@festivaldirector.com.au.

Refunds and Resales

We understand that everyone's needs are unique, so we can apply the refund and resales policies that you determine suitable, whether it covers all your events or differs between each event activity. If you are unable to deliver your promised goods and services as described in Section 4, for example if your event is cancelled, then you must act in accordance with the consumer laws that are in place in your country/region to ensure you repair, replace or refund their ticket or registration purchase/s.

We can action refunds either in whole or in part, however the booking fee charged to the original transaction will not be refunded. The booking fee comprises the Festival Director admin fee and the Stripe transaction fee (or the transaction fee of your chosen payment gateway provider).

It is your responsibility to familiarise yourself with the refund process of the payment gateway provider. In the case of Stripe, purchases can only be refunded to the card/account used by Your patron to make their original purchase, and once the refund is issued it cannot be cancelled. Stripe takes between 5-10 business days to action the refund, depending on the bank. Further information about Stripe refunds can be read here <https://stripe.com/docs/refunds>

Resales and name changes are at your discretion, and if choose to open this option to your patrons we can facilitate it by allowing your patrons to log in securely into the My Tickets portal, onsell their tickets to a specific third party, register the new name/s on the ticket/s and resend. Using the portal curbs any scammers or scalpers who may fraudulently collect multiple payments off tickets without producing the ticket, and safely facilitates a transaction to ensure both the seller and buyer are safeguarded.

Further information about consumer rights is available at:

Events in Australia - <https://www.accc.gov.au/consumers/consumer-rights-guarantees>

Events in New Zealand - <https://www.consumerprotection.govt.nz/general-help/common-consumer-issues>

European Union - https://europa.eu/youreurope/citizens/consumers/shopping/guarantees-returns/index_en.htm

7 Liabilities

Festival Director's products and services facilitate the growth of your event/s through sales of tickets or registrations, and through the use of our management tools. Festival Director does not at any time electronically collect or hold revenue from your sales, will not engage in the organising or delivery of your event, and does not take financial responsibility in covering your events costs, costs of refunds, or any other financial liability outcome from your event/s.

You, the event manager, are at all times in control of your revenue from ticket and/or registration sales to your event/s, and agree to collect, hold and manage that revenue to ensure any financial liabilities resulting from operations, including purchases and refund requests, connected to your event/s are financially covered by you.

You are responsible for the promotion and income generation for your event/s. Festival Director will not be liable for any loss of profits, opportunities or any other external circumstances that may have a negative impact on your ability to generate income, or to deliver your event/s.

You agree that delivering and participating in some activities may carry risks (whether implicit or explicit) and by engaging in such events (whether as an organiser or patron) you choose to take on board those risks. You agree to cover Festival Director if, through the use of any of our products or services, you cause Festival Director to be the subject of a legal matter, or to face any claims or expenses.

Festival Director reserves the right to withdraw its products and/or services from you if it deems you are participating in what it considers to be risky practices, whether dishonestly selling tickets, creating a dangerous environment at your event/s, or using your event to encourage anti-social behaviour.

You agree to release Festival Director from all damages (whether direct, indirect, incidental, consequential or otherwise), losses, liabilities, costs and expenses, known and unknown or arising out

of a dispute between you and a third party, including any patrons using our products and services to purchase tickets or registrations to your event/s.

8 Privacy Policy

The Festival Director privacy policy applies to personal information collected at the time of ticket purchase and/or registration. We adhere to the provisions set out in the (Australian) Privacy Act 1988 including the Australian Privacy Principles, which set out standards, rights and obligations on how we handle and maintain your personal information and that of your patrons. This includes how we collect, store, use, disclose, quality assure and secure personal information, as well as your rights, and those of your customers (patrons), to access or correct personal information. From time to time we may email customers with specific information relating to their purchases or events they may attend. You can read our full privacy policy [here](#).

9 Licencing, Use and Intellectual Property

You agree that all content on our website and portal may be protected by trademarks, patents, copyrights and other intellectual property. Festival Director owns the content across all its sites, or has licences in place to make content available to users. Content included in or made available through our products is the exclusive property of Festival Director and protected by copyright laws. You agree to use the content only for the purposes that are permitted in accessing our products and services under the Terms and Conditions, and subject to any local, state or national laws, rules or regulations.

You agree that you will not directly or indirectly copy, modify, reproduce, plagiarise or otherwise create imitations of any part of our products and/or services; reverse engineer, disassemble or otherwise attempt to discover the source code or structure, sequence and organisation of all or any part of our products or services; resell, distribute or sublet our products and/or services for the purpose of personal, professional or commercial gain.

10 Other Terms and Conditions

By using our preferred payment gateway, Stripe, you are bound by the Stripe Services Agreement – Australia (<https://stripe.com/AU/legal>) or by the terms of agreement stipulated by your chosen payment gateway provider. If using any map functionalities in your event/s page/s you are bound by the Google Privacy Policy (<https://policies.google.com/privacy>) and Google Maps/Google Earth Additional Terms of Service (https://maps.google.com/help/terms_maps/).