

## Event Kids Movie Club Terms and Conditions

### 1. Introduction

- 1.1. These Terms and Conditions form the basis of the “Event Kids Movie Club” operated by the Companies. The Companies operate the following cinema brands in Australia: Event Cinemas, Greater Union and Birch Carroll & Coyle.
- 1.2. It is a Member’s responsibility to read and understand these Terms and Conditions.
- 1.3. Use of your Membership Card signifies your acceptance of the current Terms and Conditions of the Club.
- 1.4. These Terms and Conditions are effective as at 01 April 2011 and may be amended from time to time. Members should refer to [www.eventkidsclub.com.au](http://www.eventkidsclub.com.au) for the current Terms and Conditions.
- 1.5. Every Member is subject to these Terms and Conditions.

### 2. Definitions

In these Terms and Conditions, the following words and expressions shall have the meanings as defined below unless the context otherwise requires:

**“Card”** means a card issued by the Companies to identify the Member as a member of the Club and to enable a Member to utilize the benefits and privileges of the Club.

**“Club”** means the Kids Movie Club operated by the Companies.

**“Cinemas-”** means the Companies’ cinemas that are branded Event Cinemas, Greater Union or Birch Carroll & Coyle.

**“Companies”** means The Greater Union Organisation Pty Ltd and Birch, Carroll & Coyle Limited

**“Free Movie Ticket”** means receipt by a Member of a complimentary child’s movie ticket, subject to availability, to a Standard Session at no cost at any Participating Cinemas.

**“Freebie”** means any type of gift as determined by the Companies at their absolute discretion from time to time given to a Member on the purchase of a child’s movie ticket at any Participating Cinemas.

**“Gold Class Session”** means any session screened in a Gold Class auditorium, where Gold Class pricing applies.

**Vmax Session”** means any session screened in a Vmax auditorium, where Vmax pricing applies.

**“3D Session”** means any session where a movie is screened in 3D and requires 3D glasses to view the movie and where 3D pricing applies.

**“Member”** means a person who has been admitted by the Companies as a member of the Club and is being recognised as a member for the time being.

**“Membership”** means the membership of the Club.

**“Participating Cinemas”** means the Cinemas designated by the Companies from time to time as “Participating Cinemas” for the purpose of the Club. The current list of Participating Cinemas is located on the following webpage [www.eventkidsclub.com.au](http://www.eventkidsclub.com.au).

**“Standard Session”** means any session excluding the following: sessions after 5pm on Fridays and Saturdays, Gold Class, Vmax, 3D sessions, film festivals and any other special event determined by the Companies to be a special event.

**“Terms and Conditions”** means the terms and conditions of the membership of the Club as set out here and as may be updated from time to time by the Companies.

### **3. Membership**

- 3.1 Membership to the Club is free.
- 3.2 To join you must (a) be aged between 2 – 12 years of age; (b) reside in Australia; (c) complete the sign up form correctly in full with valid information (including completing the tick box agreeing to these terms and conditions); (d) have purchased a child’s movie ticket at the time of signing up; and (e) have your parent/guardian verify the form and countersign the sign up form. If you are too young to complete and sign the sign up form, your parent/guardian may complete and sign the form on your behalf.
- 3.3 Only individuals may be Members. Any individual who wishes to become a Member must agree to be bound by these Terms and Conditions, as varied from time to time.
- 3.4 Members will be issued with a Card. Cards are not transferable and are the property of the Companies. Subject to clause 5.8, Cards are valid for 12 months from their activation.
- 3.5 Membership is activated once a cinema attendant scans the Card and your details have been entered into the Club database.
- 3.6 Employees of the Companies and their related bodies corporate, including immediate families, may become Members of the Club but are ineligible for entry of Promotions referred to in clause 6 below.
- 3.7 Membership eligibility of the Club is at the sole discretion of the Companies.
- 3.8 The Companies have taken all reasonable steps to ensure that a parent/guardian has countersigned these terms and conditions. While the Companies may take steps to verify information provided (including verifying parent/guardian agreement) the Companies are under no obligation to do so.

### **4. Card**

- 4.1. The Card is not transferable and must not be given to other individuals to secure benefits from the Club.
- 4.2. The Card should be presented at the box office when making any purchase of a child’s movie ticket.
- 4.3. If the Card is stolen or lost the Member must immediately advise the Companies. In the first instance the Companies will replace the Card; thereafter the Member may be charged a replacement fee of \$2 at the discretion of the Companies.
- 4.4. The Companies are entitled to assume after reasonable enquiry that any person that purports to be a Member and provides (whether in person or

through an electronic, telecommunications or other media) the Card to the Companies is in fact the Member. The Companies shall be entitled to reveal to any such person any and all information relating to their Membership and Membership bookings, and treat and act on any request of such a person with respect to any other matter regarding the Club without taking any further steps to verify the identity of the person.

## **5. Benefits**

- 5.1. The Companies do not guarantee or warrant that any or all of the benefits or privileges of the Club will be available at all times. The Companies reserve the right to change, modify, limit or cancel any of the Club's benefits at any time. This includes increasing or decreasing any requirement for a Free Movie Ticket, changing the value of the Freebies or limiting the availability of the Free Movie Tickets or the Freebies.
- 5.2. You may redeem a Freebie at the time of the purchase of a valid child's movie ticket at one of the Participating Cinemas. To redeem your Freebie, you must (a) be a member of the Club; (b) present your Card for scanning and stamping; and (c) have purchased and be able to present a valid child's movie ticket.
- 5.3. Freebies may only be redeemed in one of the Participating Cinemas.
- 5.4. Only one Freebie per Card may be redeemed for each movie ticket. Multiple Freebies from one card may not be redeemed for the same movie.
- 5.5. Cards cannot be combined to redeem any benefit or privilege available to Members.
- 5.6. All Freebies are subject to availability.
- 5.7. The Card, when presented, will be scanned and stamped by a cinema attendant each time a valid child's ticket is purchased.
- 5.8. When the Card has been scanned and stamped five times, the Card is completed. Members can redeem a Free Movie Ticket upon the presentation of the completed Card. The completed Card must be handed back to the cinema attendant at the time of booking and remains the property of the Companies. A Free Movie Ticket can only be redeemed in any one of the Participating Cinemas, and subject to availability, is valid for Standard Sessions only.
- 5.9. Members who hand in their completed Card will be given new Cards which are valid for a period of 12 months from their activation under clause 3.5.

## **6. Promotions**

- 6.1. From time to time the Companies may provide special offers, promotions or competitions ("Promotions") to Members.
- 6.2. Members must present their Card at the ticket box office of Participating Cinemas when purchasing/collecting movie tickets to be eligible for Promotions.
- 6.3. Any Promotions may be subject to individual particular terms and conditions made available at the time of a Promotion.

- 6.4. Promotion prizes must be taken intact as offered and are not transferrable, exchangeable or redeemable for cash. The Companies reserve the right to award the Promotion prize to a Member's parent or guardian. If a Promotion prize is unavailable for any reason, the Companies reserve the right to substitute the prize for a prize of equal or greater value.

## **7. Representations and warranties**

- 7.1. To the extent permitted by law, the Companies will not be liable for any loss or claim whatsoever suffered or sustained by anyone in connection with the Club or a Promotion or a Freebie.

## **8. Personal Information**

- 8.1. You agree that any personal information that you provide to the Companies (including your photograph) for the Club or a Promotion may be used without compensation by the Companies for marketing/promotional purposes.
- 8.2. When your Card is scanned, information such as your frequency of visits, film/s viewed and Freebies taken shall be recorded and retained by the Companies as part of your member profile.
- 8.3. Personal information will only be disclosed to the Companies and its related bodies corporate for the purposes of administering the Club, marketing and promotion to you by mail or by electronic means.
- 8.4. If you would like details of the personal information that the Companies may hold on you, refer to clause 11 below.

## **9. Misuse and termination of membership**

- 9.1. The Companies reserve the right to terminate the Membership, including forfeiture of benefits, of any Member at any time without assigning any reason or giving any notice.
- 9.2. Fraud or abuse concerning the Membership and/or privileges and benefits is subject to appropriate administrative and/or legal action by the Companies.
- 9.3. Nothing in these Terms and Conditions shall limit the Companies in the exercise of any legal or equitable rights and remedies.
- 9.4. To the extent permitted by law, the Companies will not be liable for any loss or damage whatsoever suffered by any Member or any third party as a result of such termination, suspension or cancellation.

## **10. General**

- 10.1. The Companies' decisions on all matters relating to the Club or a Promotion or Freebie or Free Movie Ticket is final and no correspondence will be entered into.
- 10.2. The Companies may at any time, at their sole discretion and without prior notice, alter or amend these Terms and Conditions, suspend or

terminate the Club or any individual Membership. The current version of these terms and conditions will be maintained on the website ([www.eventkidsclub.com.au](http://www.eventkidsclub.com.au)). The Companies are not obligated to notify you of any changes. The Companies recommend that you review this website from time to time for changes.

## **11. Privacy**

- 11.1. Your privacy is very important to the Companies. The Companies do not, and will never, share, sell, give, rent or lease your personal details with/to any third party, except where required to by law, or to complete a valid current cinema transaction that you have requested.
- 11.2. The Program may include offers to Members from time to time from third party entities other than the Companies. These offers are accepted by the Companies in good faith as to the appropriateness of the offer for Members and the ability of the third party to deliver in accordance with any offer they make. The Companies accept no responsibility or liability whatsoever with regard any matter that may arise between the Member and any third party in relation to any offer that a third party has made through the Program.
- 11.3. Any information you provide us with will be used responsibly, is held with the utmost care and security, and will not be used in ways to which you have not consented. You have the right to access, update and request correction of your personal information. To request access, or to update or request correction of your details or stop receiving our communications, please email [contactus@eventcinemas.com.au](mailto:contactus@eventcinemas.com.au)

## **12. Local laws and possible tax liability**

- 12.1 The Program and the Member's entitlements to any benefits under the Program are subject to all laws applicable to the Companies and to the Member which restrict, prohibit or limit the scope or extent of the Program or any benefits or privileges.
- 12.2 Rewards under the programs may be subject to tax liability. Any tax liability, including disclosure, connected with the receipt or use of the programs is the responsibility of the Member.

## **13. Governing Law and jurisdiction**

- 13.1 The Terms and Conditions of Membership of the Event Cinemas Kids Club is governed by and will be construed in accordance with the laws of New South Wales, Australia irrespective of where the application for Membership has been completed by the Member and submitted to the Companies. In any action or other legal process with respect to any matter or thing in connection with these Terms and Conditions or Membership, the Member submits to the non-exclusive jurisdiction of the Courts of New South Wales.

- 13.2 Nothing in these Terms and Conditions affects any rights a Member may have and which by law cannot be excluded, including under the Competition and Consumer Act 2010.
- 13.3 If part or all of any clause in these Terms and Conditions is illegal, invalid or unenforceable then it will be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable, but if that is not possible, it will be severed from these Terms and Conditions and the remaining provisions of these Terms and Conditions will continue to have full force and effect.