

ROOFTOP MOVIES TERMS & CONDITIONS

Last updated: 15 September 2025.

GENERAL

The Terms & Conditions outlined in this document serve as a comprehensive breakdown of crucial information pertaining to ROOFTOP MOVIES and related activities facilitated by ARTRAGE INC, a non-profit organisation (ABN: 90 649 491 963).

For clarity: these Terms apply only to Rooftop Movies. If you are if you are purchasing for or attending FRINGE WORLD, please refer to the separate FRINGE WORLD Terms and Conditions by visiting fringeworld.com.au.

ACKNOWLEDGEMENT & ACCEPTANCE

Please conduct a thorough review of these Terms & Conditions and the Privacy Policy prior to initiating a purchase transaction.

By purchasing Ticket(s), redeeming a Gift Voucher or attending ROOFTOP MOVIES events/venues, and/or utilising ROOFTOP MOVIES Goods and Services, you agree to be bound by these applicable Terms, our Privacy Policy, and the Venue Conditions of Entry.

GOVERNING LAW, CODES AND CONSUMER RIGHTS

The provisions of these Terms and Conditions are governed by the laws of Western Australia. These Terms & Conditions are provided in addition to, and do not limit, your rights under the Australian Consumer Law (ACL). For information about the ACL, please visit the Australian Competition and Consumer Commission (ACCC) website: https://www.accc.gov.au/.

ROOFTOP MOVIES adheres to the Live Performance Australia Ticketing Code of Practice (LPA Code). You can review the <u>LPA Ticketing Code of Practice – Consumer Code</u> linked here.

DEFINITIONS

See definitions at the end of this document for key terms.

TICKETING

EVENT-SPECIFIC CONSIDERATIONS

- Tickets for Rooftop Movies events are subject to additional conditions set by the individual Event and the Venue hosting it.
- These may include restrictions, suitability warnings, accessibility information, location, date, and time. Full details are available on the Event listing page of the official Rooftop Movies website.
- You are responsible for reviewing and understanding this information before purchasing your Ticket.
- Rooftop Movies will make reasonable efforts to contact you with important updates to Event information. However, you are responsible for providing accurate and current contact details at the time of purchase.

ARTRAGE RESERVES THE RIGHT TO

- Modify events, ticket prices, capacities, or seating arrangements.
- Deny refunds without proof of purchase or valid ID.
- Refuse entry/eject patrons for disorderly conduct or non-compliance with terms.

ACQUISITION CHANNELS

- Tickets may only be purchased through Authorised Ticketing Channels, being:
 - o the Rooftop Movies website (rooftopmovies.com.au),
 - o the ARTRAGE Audience Support phoneline (08 9227 6288), or
 - o the Venue (where available).
- Tickets purchased via unauthorised outlets may be refused entry or cancelled without refund.

TICKET USE

- Tickets are valid only for the Event, date, and time shown on the order confirmation.
- Tickets must not be resold, offered as prizes, or used for advertising, promotional, or commercial
 purposes without prior written consent from ARTRAGE. Tickets resold at a premium may be
 cancelled without refund.
- You may transfer a Ticket to another person, whether as a gift or if you are unable to attend. The
 new Ticket Holder will be bound by these Terms and Conditions, and you remain responsible for
 advising them of any Event changes or cancellations.

E-TICKETS

- Once your purchase is finalised, you will receive an order confirmation email containing your eticket(s). This will be sent to the email address linked to your ARTRAGE/Rooftop Movies ticketing account.
- You are responsible for providing accurate and up-to-date contact details. If you do not receive the confirmation email within a reasonable time, please check your inbox, including your promotion, spam, or junk folders.
- Your e-ticket(s) is identified by the QR Code in your order confirmation email. This must be presented at the venue for entry.
- Where available, you may also add your e-ticket to a digital wallet and present it at entry.

GIFT VOUCHERS

VALIDITY

- Gift Vouchers purchased from 17 September 2025 are valid until 22 March 2026, in line with the Rooftop Movies season.
- This limited validity complies with the Competition and Consumer Regulations 2010, Schedule 1, regulation 89C, which exempts vouchers redeemable only for a specified seasonal event or service from the standard 3-year requirement.
- Any unused balance after 22 March 2026 will expire and cannot be carried forward, reissued, or refunded.
- The validity period cannot be extended under any circumstances.

USE

- Vouchers are redeemable for Rooftop Movies tickets purchased via Rooftop Movies Authorised Ticketing Channels.
- They cannot be redeemed for food, beverages, merchandise, or cash.
- Vouchers are issued digitally.

BALANCES

 Remaining balances may be applied toward future ticket purchases within the same Rooftop Movies season, before the voucher expiry date (22 March 2026).

RESPONSIBILITY

Rooftop Movies is not responsible for lost or stolen vouchers. However, vouchers may be reissued
if you provide the voucher number and associated email address.

REFUNDS, EXCHANGES & CANCELLATIONS

GENERAL POLICY

- Before purchasing tickets, please carefully review and ensure your agreement with:
 - Event/session/price details
 - o Terms and Conditions
 - o Privacy Policy
 - Venue Conditions of Entry
- All Ticket sales are considered final. Tickets are non-refundable, non-exchangeable, non-transferable except as required by Australian Consumer Law or stipulated otherwise in these Terms.
- No refund, exchange, transfer, or any other form of reimbursement will be issued for:
 - o change of mind,
 - o mistaken purchases.
 - o dislike of the event, performance, venue,
 - personal circumstances (including illness, travel issues, or late arrival)
 - o refusal of entry or eviction due to non-compliance with the Venue Conditions of Entry.
 - o lost, stolen, or misused tickets.

EVENT CANCELLATION

In all instances of event cancellation, the following apply:

- ARTRAGE holds the right to cancel any event at its discretion.
- In the event of a cancellation, ARTRAGE aims to inform customers at the earliest opportunity.
- Notifications will be sent to the ticket purchaser via email and SMS.
- It is the responsibility of the individual to ensure accurate and up-to-date contact information is provided.
- ARTRAGE is not liable for any expenses incurred due to the cancellation, including travel, parking, accommodation, etc. Consider appropriate insurance for your circumstances.
- ARTRAGE is not obligated to arrange a substitute event in case of cancellation.

CANCELLATION PRIOR TO EVENT

If an event is cancelled prior to the scheduled start time, the following will apply:

- ARTRAGE will provide a refund of the ticket purchase value.
 - Card Payments: Refunds will be automatically processed to the original card within 5 business days.
 - o Gift Vouchers: Ticket value will be issued as a credit note and sent to you.
 - o **Bank Transfers:** Where applicable, you will be contacted to provide your bank account details. These must be supplied by 19 April 2026, to enable timely processing.
 - Other Payment Methods: Please contact us at hello@rooftopmovies.com.au for assistance. We will advise the available refund options.

CANCELLED, RESCHEDULED OR RELOCATED EVENT DUE TO INTERVENING CIRCUMSTANCES

Where an event cannot proceed as planned due to circumstances beyond ARTRAGE's control, you will be offered one of the following remedies:

- Refund: a refund of the ticket(s) purchase value.
 - Card Payments: Refunds will be automatically processed to the original card within 5 business days.
 - Gift Vouchers: Ticket value will be issued as a credit note and sent to you.
 - Bank Transfers: Where applicable, you will be contacted to provide your bank account details. These must be supplied by 19 April 2026, to enable timely processing.
- **Exchange:** A transfer to another session or event presented as part of the ROOFTOP MOVIES Programmed season (subject to availability and of equal value).

PAYMENT TERMS

PAYMENT PROCESSING

- All transactions are processed securely via Stripe, our trusted payment partner. Your payment is processed in Australian Dollars (AUD).
- Accepted payment methods include:
 - o Visa, Mastercard, American Express, and Discover credit and debit cards
 - Apple Pay and Google Pay
 - Stripe Link (for a fast and secure checkout using your saved Stripe information)
- Your bank statement will show "artrage" for any purchases.

PAYMENT PROCESS INFORMATION

- Your orders will be processed once we receive full payment.
- ARTRAGE may need to verify payment details or request additional information before processing.
- You are responsible for resolving any payment failures.

STRIPE INFORMATION

- By completing a purchase, you agree to Stripe's Terms of Service and Privacy Policy.
- Your use of Stripe's services does not alter your relationship with ARTRAGE, your bank, or any other third-party services.
- For more details on Stripe's policies or your Stripe Link Account, please refer to their customer support services.
- For detailed information about Stripe and Stripe Link, please refer to:
 - o Stripe Consumer Terms of Service can be found here
 - o Stripe Link Account Consumer Terms of Service can be found here
 - o Stripe Privacy Policy can be found here

VENUE CONDITIONS OF ENTRY

GENERAL

- Conditions vary by Event and Venue. Check the Event listing for specific information.
- Entry is subject to Venue rules, WA government directives and ARTRAGE and Rooftop Movies' requirements.

IDENTITFICATION

All patrons must present valid photo identification upon entry to the event. Acceptable forms of identification include:

- Current Australian driver's license
- Current passport
- Current Australian learner driver permit
- Current Australian State or Territory issued Photo ID Card

Failure to provide valid identification will result in the refusal of entry.

MINORS (PERSONS UNDER 18 YEARS OF AGE)

AGE RESTRICTIONS:

- Minors may only attend events that are not designated as strictly 18+.
- Film classification rating takes precedence over Rooftop Movies' standard entry requirements. For example, patrons under 15 will not be admitted to a MA15+ events.
- For more information on classifications please visit Australian Classification Ratings.

ACCOMPANIMENT:

 All minors must be accompanied by a parent, legal guardian, or a responsible adult over 21 years of age.

SUPERVISION RATIO:

• The maximum ratio permitted is three (3) minors per supervising adult.

RIGHT TO REFUSE ENTRY:

- Rooftop Movies and its authorised agents reserve the right to refuse entry to minors if these conditions are not met.
- Failure to comply with this policy will result in refusal of entry without refund or other remedy.

BEHAVIOUR

• Disorderly abusive, or unsafe behaviour may result in refusal of entry or ejection without refund.

PROHIBITED ITEMS

Searches may be conducted upon entry.

The following are not permitted:

- Alcohol, drugs, weapons, glass containers, or dangerous items.
- Professional cameras or recording devices without consent.
- Umbrellas, seating, speakers or other items that could disrupt the experience of others.
- Any other items deemed unsafe or disruptive by staff.

IMAGE USE

 By attending, you consent to ARTRAGE filming, recording, or photographing you for promotional purposes.

YOUR SAFETY AND RESPONSIBILITY

Your safety is our priority. While we take reasonable measures to ensure a safe environment at our events, you are responsible for your own safety and that of any minors in your care.

By attending, you acknowledge and accept all risks and agree to follow all staff instructions to help keep everyone safe.

If you feel unsafe or are injured at an event, please notify a staff member immediately so we can help.

CONSEQUENCES OF NON-COMPLIANCE

- Violation of these terms may result in:
- Refusal of entry or removal from venue
- Ticket confiscation without refund
- Disqualification from future events

LIMITATIONS OF LIABILITY

ARTRAGE and ROOFTOP MOVIES are not responsible for:

INJURY OR ILLNESS

While we take reasonable steps to ensure audience safety, we are not liable for any injury, illness, or related medical expenses incurred at our events, except where liability cannot be excluded under applicable law.

TRAVEL, ACCOMMODATION & RELATED EXPENSES

You are responsible for making your own travel, parking, and accommodation arrangements. Parking near the venue is limited and not guaranteed. You must arrive by the advertised event start time; no refunds will be issued if you miss all or part of the event due to late arrival.

ARTRAGE is not liable for any costs you incur in connection with the event (including transport, accommodation, childcare, or similar expenses), even if the event is cancelled or rescheduled. Any cancellation or rescheduling fees relating to your personal arrangements remain your responsibility.

LOSS OF ENJOYMENT

We are not liable for loss of enjoyment or disappointment arising from circumstances beyond our reasonable control.

PERSONAL PROPERTY

ARTRAGE, Rooftop Movies, and their staff accept no responsibility for lost, stolen, or damaged personal property. You are responsible for securing your own belongings while attending an event.

PRIVACY

These Terms & Conditions exist in conjunction with our Privacy Policy, located at artrage.com/privacy-policy.

DONATIONS

- ARTRAGE Inc is a Deductible Gift Recipient (DGR).
- Donations of \$2 or more are tax deductible.
- You can donate via https://artrage.com.au/support-us or by contacting donate@artrage.com.au

SUPPORT & COMPLAINTS

- For assistance or to provide feedback: hello@rooftopmovies.com.au or (08) 9227 6288.
- If you wish to make a complaint, please refer to our Community Complaint Policy.

DEFINITIONS

In these Terms and Conditions, unless the context otherwise requires:

- "Event" or "Session" means any screening, activity, or function presented as part of Rooftop Movies.
- "Ticket" or "e-ticket" means a valid entry pass, whether physical or digital (QR code), issued by ARTRAGE or its Authorised Ticketing Channels for admission to a Rooftop Movies Event.
- "Gift Voucher" means a prepaid, non-redeemable-for-cash digital voucher issued by Rooftop Movies, valid for the purchase of Tickets only.
- "Rooftop Movies" means seasonal event series, operated by ARTRAGE Inc, including its staff, contractors, and authorised representatives.
- "Venue" means the physical location(s) where Rooftop Movies Events are presented.
- "You", "Your", "Ticket Holder", or "Patron" means the individual who purchases or uses a Ticket to attend an Event, or the recipient of a Gift Voucher.
- "Australian Consumer Law (ACL)" means the consumer protection provisions set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth).

- "LPA Ticketing Code of Practice" or "Code" means the industry code administered by Live Performance Australia, setting minimum standards for ticketing practices.
- "Authorised Ticketing Channel" means Rooftop Movies' official website, box office, or other ticketing outlets expressly approved by Rooftop Movies.
- "Donation" means a voluntary monetary contribution made to ARTRAGE Inc (a registered charity), typically via the Rooftop Movies website or box office.
- "Minor" means a person under the age of 18 years.
- **"Prohibited Items"** means objects or substances not permitted at the Venue, including but not limited to alcohol, glass containers, illegal substances, and dangerous or disruptive items.
- "Stripe" means the third-party payment processor engaged by Rooftop Movies to manage online transactions.
- "Intervening Circumstances" means events or conditions beyond the reasonable control of ARTRAGE or Rooftop Movies that materially affect the operation of an Event.