

Terms and Conditions
Website Terms and Conditions
Effective Date: 01 January 2020

Purchasing Information

You are purchasing your tickets for this Event from:
Heavy Vehicle Industry Australia ("Event Organiser" or "Seller")
ABN: 66 009 819 756
Email: hvia@hvia.asn.au

The transaction is being processed and facilitated through the ticketing website of:
ParkCollect Pty Ltd trading as "SafeTicket" and "SafeCompany"
ACN: 640 780 043

Email: support@getsafeticket.com.au

Address: 7 Clunies Ross Court, Eight Mile Plains

All transactions are in Australian Dollars (AUD) and are inclusive of any Australian Goods and Services Tax (GST) (as applicable).

DELIVERY OF YOUR TICKETS & TAX INVOICE

After your online payment has been processed, you will receive a tax invoice via email automatically sent to the email address input at the time of booking.

There is no need to print your ticket.

Once you arrive at the Brisbane Truck Show you will be required to check in to the event using a QR Code.

PROCESSING AND CREDIT CARD FEES

If there are any processing or credit card fees, these will be calculated and shown to you during purchase.

If there is \$0 or no value in 'Fees' column or fields, that means there are no fees applicable to your purchase.

REFUND AND RETURNS

Refunds and returns are covered under the policy of the Event Organiser, and do not limit your rights under Australian consumer law:

All transactions are final. No refunds are permitted, except as required by law.

In the case of an event cancellation, refunds will be provided to patrons who have purchased tickets for the cancelled event.

SECURITY

All transactions with us are protected using 128-bit SSL encryption to ensure the security of your personal information and credit card data.

All payments are processed directly with Stripe and none of your credit card details are stored on our servers

PRIVACY POLICY

Your personal information is being collected to facilitate your purchase and to allow entry to the event.

Your information is shared with the Event Organiser, to enable them to communicate to you regarding the event.

If you wish to be removed from any lists, please email us at support@getsafeticket.com.au.

These terms and conditions should be read in conjunction with the Brisbane Truck Show privacy policy.

DISCLAIMER, TERMS AND CONDITIONS

By entering your details, you are agreeing to the terms and conditions listed below.

To view the Organiser's privacy policy:

Click here for the [Brisbane Truck Show Privacy Policy](#).

DEFINITIONS

- (a) "web" or "web site" or "site" means the system or database on which the personal information is stored;
- (b) "You" or "your" means ParkCollect Pty Ltd
- (c) "I", "my" or "me" means the person who has entered information into any electronic form on a site
- (d) "information" or "personal information" means any information entered into any electronic form that is provided that may identify a person
- (e) "Show" or "Expo" means the event for which you registered

GENERAL

I confirm that the information I have entered is completely accurate, and in particular I have taken care to ensure that my email address is correctly entered.

I agree and consent to my personal information being utilised for current and future competitions, draws, lotteries and promotions by the promoters and exhibitors of the Show.

I agree and consent to, for promotional purposes, you providing the information I have entered into any electronic form on your site to entities/businesses attached, related, affiliated or associated to the Show, including but not limited to the Event Organiser, presenters, sponsors, exhibitors and suppliers.

I agree that by my entering into any competitions at the Show, that I agree and consent to my personal information being utilised by such competition for the competition purposes and the promoter of the competition and authorise the publication of my details as they relate to the competition.

I agree that you will not be liable to me, except in the case of fraud, for any act or omission (whether negligent or misleading or deceptive or otherwise) by you in the performance or purported performance of your obligations under these terms and conditions.

I indemnify you against all claims, except in the case of fraud, arising out of or in any way connected with any act or omission by you in the performance or purported performance of your obligations under these terms and conditions.

I agree that liability on your part or on the part of your servants or agents for damages for or in respect of any claim arising out of or in connection with the relationship established by this agreement or any conduct under it or any orders or instructions given to you by me, shall not in any event (and whether or not such liability results from or involves negligence) exceed \$50.00.

I agree that by my entering information into any electronic form on your site, that I am agreeing to the terms and conditions herein and to the Disclaimer.

IMPORTANT INFORMATION

Tickets will be required on entry to the show and proof of identification may be required.

Due to COVID, and the venue's VenueShield COVID requirements, contact details of every attendee must be registered; under 18 years of age attendees are excluded but they must be accompanied by a registered adult.

Your correct details are required to validate your entry and exit of the show.

PRICES AND PAYMENT

The prices indicated on the Site may change at any time without advance notice to you. If you've purchased our products or services, it will be charged at the price in force at the time a customer's order is validated.

We reserve the right at any time to modify or discontinue the product or service without notice at any time. We shall not be liable to you, or to a third-party for any modification, price change, suspension or discontinuance of the product or service.

We may from time to time provide discounted products and / or services. You may only use one discount code with each purchase. We reserve the right to reject or cancel any orders where you add more than one discount code. We allow you to use discount codes strictly on the terms and conditions upon which they were issued which, amongst other things, may include terms relating to your eligibility to use them and a maximum order value. Discount codes and/or vouchers cannot be used in conjunction with any other offer or promotion.

We offer visitors who want to purchase from our Site the option to pay for the products and / or services by credit card or such other method of payment as notified by us from time to time. You acknowledge and agree to make timely and full payments to us for the products and/or services purchased. Where you use a credit card, you warrant that you have the necessary rights and authority to use that credit card. You authorise us to automatically charge the credit card on file for any and all payment balances owed and agree to keep all billing information current at all times. Where you fail to make payment or payment is declined for any reason, we may revoke your access to the products.

CHANGES TO THESE TERMS

We reserve the right to change or modify these Terms at any time consistent with applicable laws and principles, without notice to you. These changes will be effective as of the date we post the revised version on this Site. It is your responsibility to review these Terms prior to use and periodically throughout your use of our Site and services. If at any time you choose not to accept these Terms, you should not use this Site.

By remaining on this Site and your continued use of this Site is deemed acceptance of any modifications or amendment of these Terms. You may also accept these terms where you click "Agree" or "Accept" or "Buy" where such an option is made available to you during your use of the Site. If you're uncertain about the Terms or anything else on our Site, please don't hesitate to contact us before completing any purchase.

INTELLECTUAL PROPERTY

The Site, products and services contain intellectual property owned by us and / or by third-parties that license the content to us ("Third-Party Licensed Intellectual Property"), including, without limitation, trademarks, copyrights, proprietary information, designs, patents and other intellectual property rights, as well as the business name, logo, all designs, text, videos, audio files, graphics, other files, and software ("Content"). Your use of the Site, the services and access to any content does not grant or transfer any rights, title or interest to you in relation to this Site, the services, products or the content.

NO COMMERCIAL USE

You may not modify, publish, transmit, participate in the transfer or sale of, create derivative works from, distribute, display, reproduce or perform, or in any way exploit in any format whatsoever the Site, services or the Content, our Intellectual Property and Third-Party Licensed Intellectual Property in whole or in part without our prior written consent. We reserve the right to immediately remove your access to our Site, products and services, Content, without refund, if you are found to be violating these Terms.

LINKS TO OTHER WEBSITES

Our Site and social media channels may have links to other sites operated by third parties including our vendors. Unless we expressly tell you otherwise, we do not in any way, endorse, control or approve of and nor are we responsible for the content on those websites. It's up to you to decide if those websites and their content work for you, and we recommend that you investigate and do your homework to find that out.

ELECTRONIC COMMUNICATIONS AND ELECTRONIC SIGNATURES

You acknowledge and agree that you will be bound by any affirmation, acceptance or agreement that is transmitted through this Site, including but not limited to any consent you provide to receive communications from us solely by means of electronic transmission. You further acknowledge and agree that when you click on "I agree", "I consent", or other similarly worded click or tick options by electronic means using an electronic device such as your mobile phone, tablet, desktop, laptop or any other computer device capable of allowing you to click or tick, your agreement and/or consent will be legally binding and enforceable and will be deemed to be as effective as if you had written your signature by hand.

CREATING AN ACCOUNT

To place orders and access some features of the Site, you may have to register an account. This means you'll have to give us accurate information including your name, your business name, address, a valid email address and telephone number and you must be at least 18 years old. You warrant that any information you provide during the account set up process is accurate and correct at the time you provide the information and that you'll update information should there be any changes to the information provided. You'll be solely responsible for the activity that occurs on your account (including orders placed on your account) so keep your account password secure.

We reserve the right to suspend or cancel your account at any time, at our sole discretion, if you breach any provision of the Terms or applicable law or where your conduct impacts our reputation.

INFORMATION AND ADVICE

Our Site may have articles and content that is of a general nature and is not intended to constitute or replace professional advice for individual or specific situations and does not take into account your specific needs or circumstances. The information contained on the Site is not a substitute for obtaining advice specific to your circumstances from a qualified professional.

We do our best to ensure that the colours of any products are accurately displayed, please note, that on occasion the colour on our Site may seem different, depending on the device you use this can be for a number of reasons which are outside of our reasonable control, and may not accurately reflect the colour of the product.

By referencing any products or services on our Site, including any processes or other information, this does not constitute or imply our endorsement, sponsorship or recommendation of the products or services.

SUBMITTING CONTENT TO SITE AND SOCIAL MEDIA

We always appreciate interaction on our social media channels and feedback about our Site, products and services, as it helps us to improve our Site and our products and services. Through the use of this Site, you may be invited to submit a review, you can also comment on our blog or other parts of our Site or interact with us via our social media channels. We love to hear from you!

Where you do decide to submit such feedback or comments, you represent and warrant that:

you are the sole author and owner of the intellectual property and any other rights in that content (or have the right to use that content with appropriate consents and permissions);

give us permission to post or otherwise use that feedback on our social media or other channels;
you waive any and all existing and future moral rights (as defined in the Copyright Act 1968(Cth) in the content you provide us;
the content does not violate these Terms; and
you are at least 18 years old.
We reserve the right to remove a review or comment if such review or comment contains:

libelous or otherwise unlawful, abusive or obscene material;
attacks our employees or another contributor;
contains material that discloses your personal information; or
is unrelated to the post or content to which you have reviewed or commented on.

Our Site and social media channels may feature user reviews of the products and/or services as well as blogs by guest bloggers, these reviews and content of the guest blogs in no way represent the views or opinions of ParkCollect or its owners, shareholders, employees or others, but are the sole product of its creator. We disclaim all liability with respect to any content submitted by the user or guest blogger.

COMPETITIONS

We may from time to time run competitions through this Site and / or through our social media channels. Your participation in those competitions is subject to these Terms and any terms and conditions that are specific to each competition and the rules imposed by the social media channel providers such as Facebook and Instagram.

PROHIBITED USE

In addition to any other prohibitions, you must, no circumstances use the Site or its content:

for any unlawful purpose;
to solicit others to perform or participate in any unlawful acts;
to violate any international, federal, or state regulations, rules, laws, or local ordinances; and
attempt to change, remove, deface, hack or otherwise interfere with this Site or any material or content displaced on the Site.

WARRANTIES AND DISCLAIMERS

This Site is provided on an “as is” and “as available” basis and to the fullest extent permitted by law we make no representations or warranties about our Site and / or the products or services including that:

they are suitable, reliable, complete, secure, accurate or fit for any particular purpose;
access will be free of any harmful components (including viruses) or other code that is harmful or may assist in causing harm; or
there is no possibility of failure to store communications or other data.

LIMITATION OF LIABILITY

To the fullest extent permitted by applicable laws, in no event are we responsible for any losses and expenses however arising, including without limitation, any direct, indirect and/or present, unascertained, future or contingent, loss of use, loss of data, loss caused by a virus, loss of income or profit or projected profit, loss or damage to property, claims of third parties, or other losses of any kind or character arising from or in connection with your use of our Site and /or our products or services, your inability to access our Site, interruption or outage of our Site or the fact that content on our Site or in our services is inaccurate, incomplete or out of date. Our liability for any breach of a condition or warranty under these Terms shall be limited to the extent provided for by the Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010).

OUR RIGHT TO BE INDEMNIFIED BY YOU

To the fullest extent permitted by applicable laws, you agree to indemnify, and hold us and our related entities, affiliates, and our and their respective officers, agents and employees harmless from any loss, liability, claim, or demand, (including reasonable legal fees on a full indemnity basis), made by any third party due to or arising out of your use of this Site in violation of these Terms and/or arising from a breach of these Terms and/or any breach of your representations and warranties set out in these Terms or your breach of any law or the rights of a third party.

BREACH AND TERMINATION

The agreement constituted between us by your use of the Site may be terminated:

where you breach any provision of these Terms; or
at any time by us without notice, in which case all disclaimers and limitations of liability will survive termination, and you will no longer be authorised to access the Site.

SEVERABILITY

If any term or provision of these Terms is held by a court of competent jurisdiction to be contrary to law, such provision will be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of these Terms will remain in full force and effect.

CEASING OUR WEBSITE

We have the right to discontinue this Site. If we decide to do this, it can be at any time and may be without notice to you. We may also exclude any person from using our Site, at any time and at our sole discretion. We will not be responsible for any liability you may suffer arising from or in connection with any such discontinuance or exclusion.

ASSIGNMENT

We are permitted to assign, transfer and subcontract our rights and/or obligations under these Terms without any notification or consent required. However, you are not permitted to assign, transfer or subcontract your rights and/or obligations under these Terms.

ENTIRE AGREEMENT

These Terms (together with our Privacy Policy and disclaimers) contained on this Site, constitute the entire understanding and agreement between us and you, in relation to your use of this Site and supersede all previous communications, negotiations, and agreements, whether oral, written, or electronic, respect to this Site and your use of this Site.

GOVERNING LAW AND JURISDICTION

All Terms shall be construed in accordance with and governed in all respects by the laws of the State of Queensland, Australia. In relation to any dispute, we ask that you contact us in the first instance so that both parties can, acting in good faith, resolve the dispute to our mutual satisfaction as quickly, cost effectively and efficiently as possible. Where a dispute cannot be resolved, you agree to submit to the non-exclusive jurisdiction of the courts of the State of Queensland, Australia.