



Dedicated to a better Brisbane

Sir Thomas Brisbane Planetarium terms and conditions of entry

1. Definitions

In these Terms and Conditions of entry, unless otherwise specified:

- a. Adult means a person who is 15 years of age or older.
- b. Child (ren) means any person who is under 15 years of age.
- c. Council means Brisbane City Council.
- d. Event means an event or show operated, managed, organised and/or promoted at the Sir Thomas Brisbane Planetarium.
- e. Includes in any form is not a word of limitation.
- f. Personnel means officers, employees, volunteers, contractors and agents of Council.
- g. Prohibited Items means the items listed in term 9.1 that are prohibited in the Sir Thomas Brisbane Planetarium.
- h. Recording(s) mean any photographs, audio recordings, visual recordings and/or audio-visual recordings by any means.
- i. Recording Device(s) means any recording or live streaming device.
- j. Cosmic Skydome means the dome-shaped theatre room within the Sir Thomas Brisbane Planetarium.
- k. Terms of Entry has the meaning given in Term 2.
- l. Ticket means a ticket or receipt of any kind (whether paper, electronic, wristband or other means or device) giving the bearer the right to attend an Event that has been purchased through Council's website, or the Sir Thomas Brisbane Planetarium booking office.
- m. Venue means the building and surrounding curtilage comprising the Sir Thomas Brisbane Planetarium precinct including its foyer and gallery, Cosmic Skydome, mini-theatres, toilets, outside spaces, storage rooms, back of hour areas and offices.

2. Terms of entry

These conditions of entry set out information that applies to all patrons while they are at the venue.

3. Acceptance

- a. By:
 - i. purchasing Tickets; or
 - ii. entering the Venue, you will be taken to have accepted these Terms of Entry.
- b. You will be taken to have agreed to these Terms of Entry for and on behalf of any other persons for whom you purchase a Ticket.

4. Tickets

- a. Only persons holding a valid Ticket will be admitted to an Event.
- b. You must keep your Ticket on your at all times during an Event.
- c. Discounted Tickets require the presentation of the applicable Seniors, Concession and Companions discount card.

- d. Tickets may not be used for promotions, competitions, auctions, sweepstakes or for other commercial purposes without prior written consent from Council.
- e. Ticket are purchased according to the ticketing terms and conditions.

5. Age recommendations

- a. Children under 3 years of age are admitted free of charge when accompanied by a paying Adult Ticket holder and remain seated in that Adult Ticket holders' lap for the duration of the Event. Only one child under 3 may be admitted per paying Adult Ticket holder.
- b. If the accompanying Adult Ticket holder would like the Child who is under 3 years of age to have their own seat, a Child Ticket must be purchased.
- c. Age recommendations may apply when attending certain Events. Before purchasing any Tickets, it is your responsibility to check the age recommendations and the age of the persons for whom you are purchasing Tickets. By purchasing a Ticket, you represent that you (and any persons for whom you purchase Tickets) are of the age recommended to attend the Event.

6. Service of Alcohol

Council may supply alcohol at special Events in accordance with its responsible service of alcohol obligations and reserves the right to require proof of age identification in order to supply alcohol to any person.

7. Entry and attendance

- a. In addition to these Terms of Entry, you are required to observe and comply with all rules and regulations shown on notices at the Venue and to comply with all instructions, requests and directions at the Venue and given to you by Venue Personnel.
- b. Please note that published times for an Event may run over and/or under scheduled times due to technical or other issues. Council accepts no liability for any loss incurred due to Events that might overrun published times.

8. Search and inspection

Venue Personnel reserve the right to exercise reasonable discretion to conduct searches of any bags and other personal items that you bring into the Venue for security and safety purposes.

9. Prohibited and restricted items

- a. The following items are not permitted in the venue:
 - i. unopened/sealed alcoholic beverages;
 - ii. illicit drugs, substances or paraphernalia;
 - iii. flares, flammable devices, fireworks, smoke bombs or any other explosive device;
 - iv. laser pointers;
 - v. weapons, including knives or any other dangerous weapons including potential missiles;
 - vi. skateboards, scooters, rollerblades or bicycles;

- vii. animals, unless recognised by the Disability Discrimination Act 1992 as assistance animals (i.e. guide and hearing animals)
- viii. flags over 500 millimetres by 500 millimetres in size;
- ix. cameras and Recording Devices (for commercial purposes), including tripods;
- x. whistles, hooters, horns and other musical instruments;
- xi. electrical cigarettes (e-cig or e-cigarettes), personal vaporisers, electronic nicotine delivery systems or other battery-powered vaporisers;
- xii. dangerous or hazardous items
- xiii. any other item which –
 - may present a risk to the health or safety of any person;
 - may pose a hazard or nuisance to any person;
 - poses a health and safety risk;
 - affects the running of the Event;
 - affects the enjoyment of other persons attending an Event; or
 - may cause damage to or interfere with personal property or other property within the Venue
- b. Venue Personnel may confiscate any Prohibited Item that you bring into the Venue.
- c. You must not bring into the Venue or display or distribute (whether for free or with a charge) at an Event any sponsorship, promotional or marketing materials or any leaflets, signage or other materials containing religious, political or offensive messaging unless previous permission is obtained from the Venue Personnel.

10. Refusal of entry, removal and banning

- a. You may be refused entry if you act in any manner that may:
 - i. poses a health and safety risk to other patrons;
 - ii. affect the running of the Event;
 - iii. affect the enjoyment of other patrons attending an Event or the Venue
 - iv. may cause damage to or interfere with persons or property within the Venue
 - v. be in breach of these Terms of Entry;
 - vi. be illegal.
- b. Any breach of these Terms of Entry may result in Venue Personnel:
 - i. refusing you entry to an Event or the Venue or any part of it;
 - ii. asking you to leave an Event or the Venue or any part of it;
 - iii. removing you from the Venue or any part of it; and/or
 - iv. banning you from future entry to the Venue.

11. Respect other guests in the Cosmic Skydome

- a. No admittance/re-admittance into the Cosmic Skydome is permitted after an Event has commenced due to low visibility safety concerns. Please refrain from talking, disturbing others or putting your feet on seats when in the Cosmic Skydome.
- b. Please switch off your mobile phone while in the Cosmic Skydome.

- c. You must not take the following items into the Cosmic Skydome:
 - i. prams and strollers;
 - ii. Prohibited Items; or
 - iii. commercial Recording Devices;
 - iv. Food or drink, with the exception of water in a sealable bottle.
- d. Please talk to Venue Personnel upon entering the Venue about storage options if you are in possession of an item that is not permitted in the Cosmic Skydome.

12. Unattended items

- a. You are responsible for safeguarding your property when at the Venue and must keep all property that you bring into the Venue on your person at all times.
- b. The Venue Personnel may deal with any unattended items in any manner the Venue Personnel deem appropriate and without notice to you.

13. Parking

- a. Parking at or near the Venue is limited and not guaranteed. It is your responsibility to ensure sufficient time is allowed to arrive at the Venue by the Event commencement time.
- b. Potential parking problems can occur during peak periods such as weekends and school holidays. Refunds or exchanges for Tickets will not be offered:
 - (a) as a result of an inability to find parking at the Venue; and/or
 - (b) if you do not arrive before the commencement time of the Event.

14. Filming and Recording

- a. The making of Recordings is prohibited at all Events and any equipment to make Recordings, including mobile phones, smartwatches and cameras, must not be used within the Cosmic Skydome without prior written consent from Council.
- b. Venue Personnel may request that you delete any Recordings made in breach of these Terms of Entry.

15. Health and safety

- a. In case of emergency follow instructions and directions from Venue Personnel and emergency officials.
- b. Smoking: No smoking is permitted in any part of the Venue at any time. Smoking Includes the use of electrical cigarettes (e-cig or e-cigarettes), personal vaporisers, electronic nicotine delivery systems or other battery-powered vaporisers.
- c. If you experience any problems while at the Venue, please contact Venue Personnel immediately.

16. Exclusion of liability

To the maximum extent permitted by law, Council is not liable for any injury, damage or loss (including consequential loss) that you, or any other person may suffer under or in connection with these Terms of Entry, your attendance at the Venue, and your

attendance or failure to attend an Event except to the extent that the injury, damage or loss was caused by a wilful or negligent act or omission of Council.

17. Indemnity and release

You agree to indemnify, release and forever discharge Council and its Personnel from and against any and all liabilities, losses, costs (Including legal costs), expenses, claims, demands, judgments, damages, injuries and other liability which may be brought against Council or suffered or incurred by Council whatsoever or howsoever arising, regardless of their form, whether in contract, tort (Including in negligence), breach of statutory duty or otherwise, arising out of or in connection with:

- you or your Child's attendance at the Venue;
- you or your Child's attendance or non-attendance at an Event; or
- any breach of these Terms and Conditions by You, except to the extent that the liability, loss, cost, expense, claim, demand, judgement, damage or injury was caused by a wilful or negligent act or omission of Council or any of its staff.

18. Voluntary assumption of risk

You enter the Venue at your own risk and understand that attendance at the Venue and any Event may carry with it certain dangers, including the risk of injury and damage to you or your property.

19. Amendment of Terms of Entry

These Terms of Entry may be amended from time to time. Each time you purchase a Ticket or visit the Venue, the terms in force at the time will apply. It is your responsibility to check these Terms of Entry each time so that you are aware of any changes.

20. General

- a. Council shall be entitled to assign any and all of Council's rights under these Terms of Entry.
- b. If any provision of these Terms of Entry is found to be invalid or unenforceable by a court, the invalid or unenforceable provision shall be severed or amended in such a manner as to render the rest of the provision(s) and remainder of these Terms of Entry valid and enforceable.
- c. If Council delays or fails to enforce any of these Terms of Entry it shall not mean that Council has waived the right to do so.
- d. These Terms of Entry are governed by law of the State of Queensland and any disputes arising under them are subject to the non-exclusive jurisdiction of the courts of that State.