

## **NQOMT Membership: Terms and Conditions**

These are the terms and conditions which apply to your Membership. By purchasing or renewing a Membership you agree to be bound by these conditions.

### **DEFINITIONS**

In these Conditions:

**'Performers membership'** a \$30.00 membership for those wishing to be involved in NQOMT Productions.

**'Social membership'** a \$25.00 membership for those wanting to be socially part of the NQOMT family and take advantage of the membership benefits.

**'Membership'** covers both Performers and Social memberships and means a card which is issued to you by NQOMT following an application in accordance with these conditions.

**'Benefits'** means those benefits and discounts through NQOMT and from external providers which are from time to time notified to our members, as available to holders of a valid and current NQOMT Membership. Additional conditions may apply to individual Benefits and discounts.

**'Our terms and conditions of sale'** means those terms and conditions that apply to our customers purchasing tickets and attending NQOMT productions.

**'Our website'** means [www.nqomt.com.au](http://www.nqomt.com.au)

**'Validity Period'** refers to Membership season of February to January (12 months) and Membership by NQOMT means the period during which your Membership is valid in accordance with these Conditions.

- 1) **Benefits**
- 2) **Purchasing a Membership**
- 3) **Membership Renewal**
- 4) **Using your Membership**
- 5) **Lost or Stolen Cards**
- 6) **After Sales Care & Complaints**
- 7) **Cancelling your Membership**
- 8) **Cancellation by NQOMT**
- 9) **Data Protection**
- 10) **General**

## **1) BENEFITS**

**1.1** All Benefits and rewards are subject to availability and to these Conditions.

**1.2** A valid Membership will entitle you to the Benefits but you acknowledge that some or all of the Benefits may be added to, removed or altered by NQOMT at its discretion.

**1.3** Your Membership may be used to purchase the stated number of tickets with the Benefits that are outlined on our website or in NQOMT's brochures, subject to availability.

**1.4** Any additional fees associated with your Membership and/or relating to the purchase of tickets will be outlined in NQOMT's print and our website

**1.5** Any ticket purchases made through Ticketshop to NQOMT events will be subject to the CIVIC Theatre terms and conditions of sale.

**1.6** Benefits are only redeemable on presentation of your membership card.

**1.7** Only the person assigned to the membership card may access the discounts and must be present at the time of accessing the discount.

## **2) PURCHASING A MEMBERSHIP**

**2.1** To purchase a NQOMT Membership you must be at least 16 years of age and be a resident in Australia.

**2.2** A Memberships can be purchased online at [www.nqomt.com.au](http://www.nqomt.com.au)

**2.3** NQOMT reserves the right to refuse any application for a Membership

**2.4** When your application for a Membership has been accepted a contract in accordance with these Conditions has been formed between us and you will be issued with a Membership number and card

**2.5** The Benefits can be utilised immediately upon acceptance and you will be issued with Membership card within 28 working days.

**2.6** Your Membership number and name must be quoted at all times when booking tickets.

**2.7** Subject to these Conditions, your Membership will be valid for 12 months from February to January- the Validity Period.

**2.8** If you have paid for your Membership by Direct Debit, payment will not be taken immediately but the Membership will still be valid until the funds have been transferred.

2.9 NQOMT reserve the right to change the membership pricing

### **3) MEMBERSHIP RENEWAL**

3.1 Renewals can be made at a maximum one month before the expiry of the Membership. Any renewals will be subject to payment of the then current Renewal Fee. Renewals can only be done on our website.

### **4) USING YOUR MEMBERSHIP CARD**

4.1 Your Membership card is a personal revocable license and is, at all times, the property of NQOMT

4.2 NQOMT reserves the right to refuse to supply you with a Membership Card and can terminate your Membership Card and/or demand the return of Membership card and/or cancel it at any time if, in its reasonable opinion, that you are in breach of these Conditions.

4.3 Your Membership Card is strictly non-transferable to any third parties. Only the named holder on the Membership Card will be entitled to use the Membership Card and to receive Benefits.

4.4 The Initial Fee and any Renewal Fee are non-refundable in the event that a Membership Card is terminated as permitted by these Conditions.

### **5) LOST OR STOLEN CARDS**

5.1 You must inform NQOMT if your Membership Card is lost or stolen.

5.2 A \$5.00 replacement fee is applicable for any lost or stolen Membership Cards.

### **6) AFTER SALES CARE & COMPLAINTS**

6.1 Should you have any queries or issues relating to your Membership purchase please contact NQOMT on [vicepresident.nqomt@gmail.com](mailto:vicepresident.nqomt@gmail.com)

### **7) CANCELLING YOUR MEMBERSHIP**

7.1 Subject to the following, Memberships are non-refundable. You have the right to cancel your Membership within 14 days of Acceptance. If you do choose to cancel within this 14 day "cooling off" period, you will receive a full refund of the initial fee upon receipt of your returned Membership card, provided that NQOMT may charge you for

any benefits which you have received since Acceptance by virtue of your membership, including any discounts, promotions, fee savings and priority booking. Memberships will run for the Validity Period and cannot be cancelled outside of the stated “cooling off” period.

## **8) CANCELLATION BY NQOMT**

**8.1** NQOMT may cancel your Membership if you provide any false information at the time of Acceptance, you misuse your card in anyway or there is any irregularity in the payment of any fees for your Membership or tickets.

**8.2** If NQOMT does cancel your Membership as permitted by these Conditions you will not be entitled to any refund of your initial fee or any renewal fee.

## **9) DATA PROTECTION**

**9.1** You must ensure that the information provided by you when you accepted your Membership is accurate and complete and contains your correct name, contact address, telephone number and/or email address and any other requested details.

**9.2** It is your responsibility to inform NQOMT if any of your personal details change.

**9.3** Once you have opted in, NQOMT will use this personal data to provide you with all information connected with your Membership including; ticket offers, benefits, renewals, newsletters, events, offers, and changes to the Membership scheme.

## **10) GENERAL**

**10.1** If any part of these Conditions shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severable from these Conditions and shall not affect the validity and enforceability of any of the remaining provisions of the Conditions.

**10.2** These Conditions (as amended from time to time) contain the entire agreement and understanding between you and us in respect of all matters which are referred to herein and supersede any prior written or oral agreement between us relating to such matters. No oral explanation or oral information given by either of us shall alter the interpretation of these Conditions. You confirm that, in agreeing to accept these Conditions, You have not relied on any representation that is not expressly included herein and you agree that you shall have no remedy in respect of any misrepresentation which has not become a term of these Conditions. However, nothing in these Conditions purport to exclude liability for any fraudulent statement or act.

**10.3** These Conditions will be exclusively governed by and construed in accordance with the laws of Australia whose Courts will have exclusive jurisdiction in any dispute, save that we have the right, at our sole discretion, to commence and pursue proceedings in alternative jurisdictions.