

# Carnival Fun Pass Purchase Policy

The Purchaser of the 2023 Carnival Fun Pass agrees to the following Purchase Policy

## 1. Buying Your Carnival Fun Pass

The Purchaser is making a payment to put credit onto a digital wallet in order to buy admission to carnival rides and play carnival games at the 2023 Sydney Royal Easter Show only. These credits are only for use at the 2023 Show and do not transfer over to the 2024 Show.

The Royal Agricultural Society of NSW ABN 69 793 644 351 ('RAS') trading as Sydney Royal Easter Show (the 'Show') is selling Carnival Fun Passes in the form of either:

- 1) a **'Top-up Card'** for the duration of the Show (6<sup>th</sup> April 2023 to 17<sup>th</sup> April 2023 inclusive) or;
- 2) an **'Unlimited Ride Wristband'** for the first day of the Show only from 10am to 2pm Thursday 6th April 2023.

The Carnival Fun Pass ("CFP") and the associated mobile app ('Easter Show Fun Pass App' or "the App") is provided by Sendrato Australia Pty Ltd ABN 98 605 555 833 ("Sendrato"). Sendrato has been contracted by RAS to provide these for the Show.

The Carnival Fun Pass does not provide access to the Easter Show. Tickets are available from Ticketmaster on: [www.ticketmaster.com.au/sydneyroyaleastershow](http://www.ticketmaster.com.au/sydneyroyaleastershow). CFP can only be used on carnival rides and games at the Show over the 12 operational days of the Show, after which time an application can be made to refund the value of unused credits and returned to the Purchaser's nominated account. This application can only be made within the Carnival Fun Pass App within 30 days of the conclusion of the Show.

## 2. Refunds

You can refund the value of unused credits via the Easter Show Fun Pass App at the conclusion of the Easter Show. The refund facility will be available from **09:00am Tuesday 18 April 2023 until 11:59pm Wednesday 17 May 2023**.

The refund application process is only available via the Easter Show Fun Pass App. Refunds will be processed within 14 business days and attract a \$2.50 inc GST processing fee.

At the conclusion of the refund period, all credits and value will expire, and digital wallets deleted. For the avoidance of doubt, after the 17<sup>th</sup> May 2023 the Carnival Fun Pass credit returns to zero, the credits do not stay on the card for the following Show.

## 3. Security of Data and Privacy Policies

Sendrato is contracted by the RAS to collect information and payment data from Purchasers through the Easter Show Fun Pass App and manages the opening of wallets for carnival credits, top up facilities and refunds for a 30 day period at the conclusion of the Show.

Your personal information will be collected, used and disclosed in line with RAS' and Sendrato's privacy policies which can be found at:

- (a) [RAS Privacy Policy](#) for the RAS, and
- (b) [Privacy Policy and Terms of Use](#) for Sendrato.

These policies also contain information on how you can request corrections to your personal information, make a complaint, or otherwise get in contact with either entity in relation to your personal information.

The Purchaser agrees that it will only use a CFP and the Easter Show Fun Pass App for legal purposes and will not use these to engage in any conduct that is unlawful, immoral, threatening, abusive or in a way that is deemed unreasonable by the RAS. The RAS and Sendrato reserve the rights to freeze transactions or wallets on any CFP or suspend or revoke

accounts which in their reasonable opinion (a) is not being used for its proper purpose or (b) is used in a way that breaches anything in this Purchase Policy.

Sendrato and the RAS may use cookies (a small electronic tracking code) to improve the Purchaser's experience while browsing the App operated by the Company, and the RAS website. The Purchaser may manage how it handles cookies in its own browser settings.

## 4. Payment Facility

The App allows you to apply credits to your Carnival Fun Pass before arriving at the Show, and your account or card can be topped up during the show either by:

- 1) Pay online by using the 'top-up' button on the App on your mobile,
- 2) Use EFTPOS or cash by attending a self service kiosk in the carnival precincts, or
- 3) Top-up using EFTPOS or cash at carnival credit windows in the carnival precincts.

Purchasers must be aged 18 or over. Minors (persons under the age of 18) must not use a Carnival Fun Pass or Wristband without their parent or legal guardian's consent.

Merchant Warrior ABN 13 132 951 172 is a payment settlement facility instructed by Sendrato to process your payment. Following a successful payment your CFP wallet will be loaded with Carnival credits for use at the Show. A Receipt of the purchase will be sent by email to the Purchaser. Payments made via the App will take no longer than 30 seconds to load into your digital wallet.

If credits do not appear on your CFP Wallet within 60 seconds, please call Sendrato Australia on 1300 669 117 or [support@sendrato.com.au](mailto:support@sendrato.com.au)  
Or, Sydney Royal Easter Show. Telephone 9704 1000 or [callcentre@eastershow.com.au](mailto:callcentre@eastershow.com.au)

## 5. Transaction Fees

When purchasing credits via the App, a Service Fee of 1.25% +10 cents apply to each e-commerce transaction, whether the first time purchasing credit, and for transactions to top-up of funds into your CFP wallet.

When purchasing credits at the Easter Show in any kiosks using EFTPOS, a Service Fee of 1.25% +12 cents will apply to all onsite purchases excluding cash sales.

## 6. Process

### Registration & Login.

Purchasers may be able to register as a User, and access the Easter Show Fun Pass App, by using their account with certain third party services ("TPS") (e.g. Beatport, Facebook, Twitter etc.);

As part of the functionality of Sendrato the Purchaser may connect their profile with a TPS by:

1. Providing their TPS login information to Sendrato; or
2. Allowing Sendrato access their TPS in accordance with its terms & conditions of service; and
3. When connecting to Sendrato using a TPS the Purchaser warrants that they are not in breach any of the TPS' terms & conditions of service.

### Creating a Digital Wallet

To establish a digital wallet the user is required to create an account which includes the disclosure of personal details including year of birth, phone number, residential address and email address. The RAS may use your contact details to promote products or services to you in relation to the event or similar events held at Sydney Showground. You may make amendments or delete these details by contact us at 97041111 or they will be destroyed after seven years. Your digital wallet will be cancelled at the conclusion of the refund period. If you wish to cancel it before than you need to click on the link in the confirmation email.

### [Forgotten Password or User Login](#)

User login is your nominated email address. A One Time Password (OTP) will be issued on account creation.

## 7. Lost or Damaged Cards and Wristbands

The Purchaser is solely responsible for the security of the CFPs they purchase. The Purchaser shall notify the Customer Call Centre on 02 9704 1000, [callcentre@eastershow.com.au](mailto:callcentre@eastershow.com.au) or Customer Service Centre on Showground Road as soon as you become aware of any unauthorised use or potential for unauthorised use.

Lost or stolen cards can be replaced during the Show at the Customer Service Centre on Showground Road, a \$4 replacement fee may apply. Any remaining credit on the CFP account/digital wallet can be transferred to the replacement card, providing the lost or stolen CFP has not been fraudulently used in the meantime.

## 8. Disputes or Complaints

The words in this clause that are defined in the *Electronic Transactions Act 1999 (Cth)* have the same meaning. The Purchaser can direct notices, enquiries, complaints and so forth to Sendrato or Sydney Royal Easter Show at: Sendrato Australia. Telephone 1300 669 117 or [support@sendrato.com.au](mailto:support@sendrato.com.au).

## 9. Trademarks

The RAS has moral & registered rights in its trade marks and the Purchaser agrees not to copy, alter, use or otherwise deal in the marks without the prior written consent of the RAS.

## 10. Limitation of Liability

Statutory Warranties that are implied under the *Competition and Consumer Act 2010* are not excluded if goods or services are of a kind ordinarily acquired for personal, domestic or household use.

Except for the Statutory Warranties referred to above, RAS does not make and you receive no other warranties, conditions or representations, express or implied, statutory or otherwise in respect of your purchase.

RAS assumes no responsibility, and makes no warranty or representation in relation to, and shall not be liable for, any interruptions or errors in access to this website or the accuracy, timeliness, completeness, security or reliability of any communications or transactions made through the CFP App.

RAS shall not be liable for any direct, indirect, consequential, incidental or special damage or loss of any kind however caused and whether arising under contract, tort, (including negligence), or otherwise.

This Purchase Policy may be updated by the RAS from time-to-time. This Purchase Policy is governed by the laws of New South Wales, Australia.

## 11. Third Party Services

The Purchaser acknowledges that CFPs are dependent on third-party services, including but not limited to banks, credit card providers, merchant gateway providers and telecommunications providers.

The Purchaser agrees that the RAS will not be responsible or liable in any way for Interruptions to the availability of the CFP due to third-party services; or information contained on any linked third party website.

Sendrato agree to provide the remedies available under the *Competition and Consumer Act 2010 (Cth)*, if the goods are faulty or not fit for purpose. including the re-supply of services or payment of the cost of re-supply of services; or the replacement or repair of goods or payment of the cost of replacement or repair.