

KICKS ENTERTAINMENT PRIVACY POLICY

Kicks Entertainment's Privacy Policy explains:

- What information we collect and why we collect it
- How we use that information
- The choices we offer, including how to access and update information.

kicksentertainment.com.au is owned and operated by Kicks Entertainment Pty Ltd. We're an Australian registered company with ABN [58 155 382 326](https://abn.gov.au/abn/58155382326). Our postal address is PO Box 482, Dickson, ACT 2612. Our email address is hello@kicksentertainment.com.au. Kicks Entertainment is our business name. This privacy policy applies to all websites owned by Kicks Entertainment, including but not exclusive to spilt-milk.com.au, oktoberfestparklands.com.au, and thecommonsstreetfeast.com.au (the "Websites").

Protecting your privacy as a user of our Websites is important to us and we strive to keep all information relating to you confidential in accordance with this statement. As part of the normal operation of our services you may voluntarily provide us with information about yourself. The purpose of this Privacy Policy is to explain what personal information we collect about you, how that personal information might be used and how we protect your personal information and privacy.

By providing us with personal information, you consent to our collection, use, and disclosure of your personal information in accordance with this Privacy Policy and other arrangements that apply between us. We may change our Privacy Policy from time to time by publishing changes to it on a Website.

You do not have to disclose your personal information to us, but if you do not we may not be able to provide you with access to our Websites, or to provide some or all of our services to you.

Information we collect

Personal information includes information about an individual that is reasonably identifiable. For example, this may include your name, age, gender, postcode, and contact details. We collect this information to provide better services to all of our users.

We collect information in the following ways:

- Information you give us. For example, when you sign up for email newsletters we ask for personal information like your name, email address, postcode and date of birth.
- Information we get from your use of our website. We collect information via Google Analytics and other third party pixels about the Websites you view, and the services that you use and how you use them. This information often views and interacts with our ads.
- Information we get from our event partners. When you purchase tickets via our authorised ticket agents, these ticket agents may give us certain information about you. This includes your name, email address, DOB, gender and postcode.

Device information

We use Google Analytics to collect device-specific information (such as your hardware model, operating system version and unique device identifiers).

Location information

When you use our website, Google Analytics and other third party pixels may collect and process information about your location. Google Analytics uses various technologies to determine location,

including IP address, GPS, and other sensors that may, for example, provide Google with information on nearby devices, Wi-Fi access points and cell towers.

This information is only used in aggregate form to analyse, manage and develop the Website and our services and is not linked to any individual.

How we use information we collect

We use the information we collect to:

- enable you to access and use our Websites and services;
- to operate, protect, improve and optimize our Websites and services and your user experience;
- to send you service, support, and administrative messages, technical notices, updates, security alerts, and information requested by you;
- to send you marketing and promotional messages and other information that may be of interest to you, including information sent by, or on behalf of, our business partners that we think you may find interesting;
- to comply with our legal obligations, resolve any disputes that we may have with any of our users, and enforce our agreements with third parties.

We use information collected from cookies and other technologies, like pixel tags, to improve your user experience and the overall quality of our services. You may set your browser to block all cookies, including cookies associated with our services, or to indicate when a cookie is being set by us. Learn more about cookies below.

We will ask for your consent before using information for a purpose other than those that are set out in this Privacy Policy.

To whom do we disclose personal information

We may disclose personal information for the purposes described in this Privacy Policy to:

- our employees and related bodies corporate;
- third party suppliers and service providers (including providers for the operation of the Websites and in connection with providing our products and services to you);
- professional advisers, dealers and agents;
- payment systems operators;
- our existing or potential agents, business partners, or partners;
- our sponsors or promoters of any competition we conduct;
- anyone to whom our assets or businesses (or any part of them) are transferred;
- specific third parties authorised by you to receive information held by us; and/or
- other persons, including government agencies, regulatory bodies, and law enforcement agencies, or as required, authorised, or permitted by law.

We will share personal information with companies, organisations, or individuals outside of Kicks Entertainment where necessary to provide you with services you have requested from us.

From time to time, we or our trusted third parties may send you direct marketing communications to let you know about other services and products that we or our associated companies provide and to provide news about our events. These will be sent in accordance with the Spam Act and Privacy Act and with the preferences for Kicks Entertainment which you have registered with us.

We provide personal information to our affiliates to process it for us, based on our instructions and in compliance with our Privacy Policy and any other appropriate confidentiality and security measures.

We will share personal information with companies, organisations or individuals outside of Kicks Entertainment if we have a good-faith belief that access, use, preservation or disclosure of the information is reasonably necessary to meet any applicable law, regulation, legal process or enforceable governmental request.

If Kicks Entertainment is involved in a merger, acquisition or asset sale, we will continue to ensure the confidentiality of any personal information and give affected users notice before personal information is transferred or becomes subject to a different privacy policy.

If we want to disclose your personal information for any other reason, we will obtain your express consent prior to such disclosure.

Third Party Services

We may allow you to link your accounts with Third Party Services such as Facebook, Google+, Instagram and Twitter to our Sites (“Social Network Accounts”). If you link your Social Network Accounts to our Sites, we may receive information about you from the Third Party Service. Any information we receive from the Third Party Service will be governed by the terms and conditions of the Third Party Service and by the privacy controls you have set on your Social Network Account with that Third Party Service. The Third Party Service may also have access to information you provide to us or activities that you carry out on our Website while logged into your Social Network Account with that Third Party Service, and this access will be governed by the terms and conditions of the Third Party Service and by the privacy controls you have set on your Social Network Account with that Third Party Service. We encourage you to review the policies of your Third Party Service before linking your Social Network Account.

Legal requirements

We reserve the right to access and disclose personal information to comply with applicable laws and lawful government requests or requests by the police investigating suspected illegal activities, to operate our systems properly, or to protect ourselves or other the Website users.

Public Forums

The Websites may make available chat rooms, forums, message boards, and news groups. Please remember that any personal information that you disclose in these areas of the Website becomes public information and you should exercise caution when deciding to disclose any information on them.

Disclosure of Deidentified Data

We may share non-personally identifiable information publicly and with our partners – like publishers, advertisers or connected sites. For example, we may share information publicly to show trends about the general use of our services. We may de-identify personal information to enable its use and disclosure for these purposes.

Protecting your personal information

We strive to ensure the security, integrity and privacy of personally identifiable information of our customers. We use a variety of physical and electronic security measures including restricting physical access to our offices and firewalls and secure databases to keep personal information secure from misuse, loss or unauthorised use or disclosure. Unfortunately, no data transmission over the Internet can be guaranteed to be totally secure.

We retain website behaviour data for 26 months.

Accessing and updating your personal information

Whenever you use our Websites and services, we aim to provide you with access to your personal information. If that information is wrong, we strive to give you ways to update it quickly or to delete it – unless we have to keep that information for legitimate business or legal purposes. Should you wish to change your preferences or information, please contact hello@kicksentertainment.com.au.

We will be happy to answer any enquiries from you regarding this Privacy Policy, the personal information we hold about you or the use we make of it. If you have any questions please contact our Privacy Officer:

hello@kicksentertainment.com.au

PO Box 482, Dickson, ACT 2612

Cookies

When you interact with us (for example use our sites, apps or subscribe to marketing emails) we and third party organisations may collect information by using 'cookies' and other technologies such as pixel tags (for simplicity we refer to all such technologies as 'cookies'). Our partners use cookies to connect you to your social media and collect information which allows them to better tailor advertising and marketing to your preferences. Below is the list of third-parties and partners which may be storing or accessing information and for what purposes.

Ad Network:

Facebook: ad serving, ad targeting, analytics/measurement, content customisation, cross-device tracking, optimisation. [Learn more.](#)

Google Inc.: ad targeting, analytics/measurement, content customisation, optimisation. [Learn more.](#)

Social Media:

Facebook Business: ad serving, ad targeting, analytics/measurement, content customisation, optimisation. [Learn more.](#)

To learn more about cookies or to remove pixels from your browser, we recommend www.allaboutcookies.org.

CONDITIONS OF USE

This website is owned and operated by Kicks Entertainment Events Pty Ltd. We're an Australian registered company with ABN [58 155 382 326](#). Our postal address is PO Box 482, Dickson, ACT 2612. Our email address is hello@kicksentertainment.com.au. Kicks Entertainment is our business name.

These Conditions of Use ("Conditions") apply to kicksentertainment.com.au, spilt-milk.com.au, oktoberfestparklands.com.au, thecommonsstreetfeast.com.au, and any other websites or domains we own from time to time ("Website/s") which apply to the use of the Websites by end users ("you" and "your"). By accessing any of these sites, you agree to be bound by the Conditions, which include the Kicks Entertainment Privacy Policy accessible here.

1 YOUR OBLIGATIONS

1.1 You will not:

(a) use the Website (or any part of it) for any illegal purpose and you shall use it in accordance with all relevant laws;

(b) upload or transmit through the Website (whether by way of User Submission (as defined below) or otherwise):

(i) any computer viruses, macro viruses, trojan horses, worms, logic bombs or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of a computer; or

(ii) any material which is defamatory, offensive, or of an obscene or menacing character, or that may cause annoyance, inconvenience or needless anxiety;

(c) use the Website in a manner which:

(i) may cause the Website to be interrupted, damaged, rendered less efficient or such that the effectiveness or functionality of the Website is in any way impaired or

(ii) violates or infringes the rights of any person, firm or company (including, but not limited to, intellectual property rights, rights of confidentiality or rights of privacy);

(d) create or publish a hypertext link to any part of the Website or attempt any unauthorised access to any part or component of the Website;

(e) copy or distribute any part of the Website in any medium without our prior written consent; or

(f) alter or modify any part of the Website other than as may be reasonably necessary to use the Website for its intended purpose.

1.2 You agree that in the event that you have any right, claim or action against any end user of the Website arising out of that end user's use of the Website, then you will pursue such right, claim or action independently of and without recourse to us.

1.3 You may only use the Website for your personal and non-commercial use only.

2 OUR RIGHTS

2.1 We reserve the right to:

(a) modify or withdraw, temporarily or permanently, the Website (or any part of it) with or without notice to you and you confirm that we shall not be liable to you or any third party for any modification to or withdrawal of the Website; and/or

(b) change these Conditions from time to time. Your continued use of the Website (or any part of it) following such change shall be deemed to be your acceptance of such change. While we will endeavour to provide notice on the Website prior to and after any change, it is your responsibility to check regularly to determine whether the Conditions have been changed. If you do not agree to any change to the Conditions then you must immediately stop using the Website; and/or

(c) monitor any activity and content associated with the Website. We may investigate any reported violation of these Conditions or complaints relating to the Website and take any action that we deem appropriate (which may include, but is not limited to, issuing warnings, suspending, terminating or attaching conditions to your access and/or removing any materials from the Website).

2.2 We will use our reasonable endeavours to maintain the Website. The Website is subject to change from time to time. You will not be eligible for any compensation because you cannot use any part of the Website because of a failure, suspension or withdrawal of all or part of the Website at any time for any reason.

3 YOUR PERSONAL INFORMATION

We respect your Personal Information and shall deal with it in accordance with our Privacy Policy.

4 LINKS TO OTHER WEBSITES

We may provide links to other websites or resources. You acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable, directly or indirectly, for the privacy practices or the content (including misrepresentative or defamatory content) of such websites, including (without limitation) any advertising, products or other materials or services on or available from such websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on such external sites or resources.

5 LIMITATION OF LIABILITY

5.1 Whilst we will use reasonable endeavours to verify the accuracy of any information we place on the website, to the extent permitted by law, we make no warranties, whether express or implied in relation to its accuracy.

5.2 To the extent permitted by law, the Website is provided on an "as is" and "as available" basis for your information and personal use only without any representation or endorsement and, unless

specified in separate terms and conditions relating to a particular product or service, we make no warranties of any kind, whether express or implied, in relation to the Website, or products or services offered on the Website whether by us or on our behalf including but not limited to, implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security, accuracy, condition or completeness, or any implied warranty arising from course of dealing or usage or trade.

5.3 To the extent permitted by law and unless specified in separate terms and conditions related to a particular product or service:

(a) we make no warranty that:

(i) the Website or products or services offered on the Website whether by us or on our behalf will meet your requirements or will be uninterrupted, timely, secure or error-free;

(ii) defects will be corrected, or that the Website or the server which makes it available or products or services offered on the Website whether by us or on our behalf are free of viruses or bugs or are fully functional, accurate, or reliable; and

(b) we will not be responsible or liable to you for any loss of content or material as a result of uploading to or downloading from the Website.

5.4 You acknowledge that we cannot guarantee and therefore, to the extent permitted by law, we shall not be in any way responsible for the security or privacy of the Website and any information provided to or taken from the Website by you.

5.5 To the extent permitted by law, we will not be liable in contract, tort (including, without limitation, negligence) or otherwise for:

(a) any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings); or

(b) any loss of goodwill or reputation; or

(c) loss of data or use of data; or

(d) any other special or indirect or consequential losses, howsoever arising and in any case whether or not such losses were within the contemplation of either of us at the date on which the event giving rise to the loss occurred.

5.6 Nothing in these Conditions shall exclude or limit our liability for death or personal injury resulting from our negligence or that of our servants, agents or employees, or any liability in the tort of deceit or other liability that cannot be excluded or limited under applicable legislation.

5.7 Certain terms, conditions or warranties that cannot be excluded, restricted, or modified, or that may only be excluded, restricted or modified to a limited extent only may be implied or incorporated by statute (including the Australian Consumer Law) into these Conditions ("Mandatory Terms"). Our liability for breach of a Mandatory Term is limited, at our option, to, if the breach relates to the supply of goods, the repair or replacement of the goods or the cost of repairing or replacing the goods or, if the breach relates to the supply of services, to the resupply of the services or the cost of resupplying those services, as the case may be.

6 PROMOTIONS AND COMPETITIONS

For certain campaigns, promotions or contests, additional terms and conditions may apply. If you want to participate in such a campaign, promotion or contest, you need to agree to the relevant terms and conditions applicable to that campaign, promotion or contest. In case of any inconsistency between such terms and conditions and these Conditions, those terms and conditions will prevail.

7 INDEMNITY

You agree to be fully responsible for (and fully indemnify us against) all claims, liability, damages, losses, costs and expenses, including legal fees, suffered by us and arising out of any breach of the conditions by you or by any other person accessing the website using your pc or internet access account or any other liabilities incurred by us arising out of your use of the Website (including without limitation, arising from user submissions submitted by you or any other person accessing the website using your pc or internet access account), or any use of the website by any other person accessing the website using your pc or internet access account.

8 INTELLECTUAL PROPERTY AND RIGHT TO USE

8.1 You acknowledge and agree that all copyright, trade marks and all other intellectual property rights in all material or content contained within the Website shall remain at all times owned by us or

our licensors. You are permitted to use this material only as expressly authorised by us under these Conditions.

8.2 You acknowledge and agree that the material and content contained within the Website is made available for your personal non-commercial use only and that you may print off one copy, and may download extracts of, any page(s) from the Website for such purpose. Any other use of the material and content of the Website is strictly prohibited. You agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, broadcast, sell, license, display, distribute, commercially exploit or create derivative works of such material and content.

8.3 Except for Personal Information (as defined in our Privacy Policy), any information you submit to the Website, whether by way of comment, any chat room function or otherwise, will not be treated confidentially and you acknowledge that we may use such information for any purposes subject to these Conditions.

8.4 We reserve all rights not expressly granted in and to the Website and the content in the Website.

9 NOTICES

9.1 You may send us notices under or in connection with these Conditions by email to hello@kicksentertainment.com.au.

9.2 As proof of sending does not guarantee our receipt of your notice, you must ensure that you have received an acknowledgement from us, which we will aim to send to you within 5 working days of our receipt and should be retained by you.

10 GENERAL

10.1 If any part of the 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 you and us relating to such matters. No oral explanation or oral information given by either you or 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 purports to exclude liability for any fraudulent statement or act.

10.3 These Conditions constitute the entire agreement between you and us relating to your use of the Websites.

10.4 These Conditions will be governed by and construed in accordance with the laws of New South Wales, Australia, and the parties submit to the exclusive jurisdiction of the courts exercising jurisdiction in New South Wales, Australia.