## **Technologica E Movie Tickets Application**

BUSINESS CONTACT INFORMATION			
Trading Name:	Date:		
Company Name:			
Contact Name:	ABN:		
Physical Address:			
City:	State:	Postcode:	

## Pricing Structure: Select one of the following options (the price you will be selling to your employees and or members.)



Sell tickets at cost price

Sell tickets at cost plus 5% under rebate model agreement

Sell tickets at cost plus 7.5% under rebate model agreement

Rebate Model Payment Details		
Company Name:	Bank Account Name:	
BSB:	Account Number:	
Email for remittance and account enquiries:		
Contact Name:	Contact Number:	

Please ensure all details provided are written in a clear and legible format and that the details provided are correct.

By completing and signing this form you are agreeing to the terms and conditions as stipulated below by Technologica Pty Ltd owner and operator of www.emovietickets.com.au.

## **General Terms and Conditions**

- 1. Access to <u>www.emovietickets.com.au</u> including but not limited to the username and password issued to your organisation, is to only be given to employees and or members of your association, group or company. Access to the site should not be given to anyone outside your organisation, group or company.
- 2. Members and or employees of your group, organisation or company place orders for their own personal use via the web site using their own credit card. Orders are emailed directly to the purchaser.
- 3. Orders are only dispatched VIA EMAIL in a PDF attachment to the email address provided by the employee or member at the time of purchase. We will not take responsibility for non-delivery when incorrect details have been provided. There is a timed delay of up to 20 minutes before e tickets will be received. Please ensure that your order has not been sent to your junk mail folder. The purchaser must present a printed copy of the PDF voucher in order to redeem it at the cinema box office. Tickets can be used online by entering the voucher number and pin as displayed on the PDF ticket. Additional booking fees may apply.

- 4. We cannot guarantee that by purchasing an e voucher from us that you will be able to use it at your selected cinema for a specific date or session time. Availability is subject to the discretion of the cinema and their capacity.
- 5. Members are required to purchase a minimum number of tickets as per the requirements of the cinema houses as stipulated on the web site. These quantities vary dependant on cinema chain and type of ticket. Visit <u>www.emovietickets.com.au</u> for further details. A Maximum number of 10 tickets per ticket type can be purchased in any one transaction.
- 6. Purchases are for personal use only and not for re sale. Any account found to be re-selling tickets will be suspended.
- 7. Only credit card payments are accepted. This includes Visa and Master Card. Credit Card surcharges may apply.
- 8. When issuing members and or employees with the username and password you must issue them with the purchaser terms and conditions as issued by Technologica Pty Ltd to you on our behalf.
- 9. No returns, refunds or change of mind are accepted.
- 10. All tickets have an expiry date that is printed / displayed on the voucher. All standard tickets have a minimum of 3 months expiry from date of issue and Unrestricted and Premium vouchers have a minimum of 5 months. Tickets cannot be exchanged or extended for any reason including expired tickets.
- 11. Technologica reserves the right to change ticket prices at any time without notice.
- 12. Technologica does not guarantee the suitability of the tickets purchased by employees and members. Purchases are made on the basis that the purchaser has assessed the suitability of the ticket based on the information provided.
- 13. Should the purchaser enter into fraudulent or criminal behaviour including but not limited to using stolen credit cards details, knowingly cancelling payment after tickets are issued then Technologica reserves the right to cancel and suspend any tickets issued so that they cannot be redeemed.
- 14. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. Any and all prior agreements pertaining to the subject matter hereof are cancelled. This Agreement may not be amended or modified except in writing executed by both parties
- 15. Waiver. The waiver by either party of a breach of any of the terms and conditions of this Agreement must be in writing and will not be construed as a waiver of any succeeding breach of such term or condition or the waiver of the provision itself. The exercise of any right or remedy provided in this Agreement shall be without prejudice to the right to exercise any other right or remedy provided by law or equity.
- 16. Assignment. This Agreement may not be assigned by either party without the prior written consent of the non-assigning party; except that Technologica PTY LTD has the right to assign this Agreement in connection with a merger or other business combination in which Technologica PTY LTD is not the surviving entity or in connection with any sale of all or substantially all of the capital stock or assets of Technologica PTY LTD. Any attempted assignment in violation of this provision shall be null and void

## Fundraising and Margin for the Company and or Organisation

 Should your organisation wish to make money and or fundraise from the purchases of your members you can select from ONE the following options. No other options are available. Option 1: 5% margin added to cost prices to be rebated back to your company and or organisation Option 2: 7.5% margin added to cost prices to be rebated back to your company and or organisation 2. Under this model member and or employees will purchase tickets at a price that includes either option 1 or 2 as per above. This margin will be collected by Technologica Pty Ltd as part of the transaction. Your members and or employees will only have access to tickets at this pricing level and no other pricing will be shown via the site.

3. The margin / funds collected by Technologica Pty Ltd on behalf of the organisation and or company will

be rebated to the organisation.

- 4. Rebates will only be paid via Electronic Funds Transfer (EFT) to a nominated bank account as per the details provided on this document. No other rebate options are available.
- 5. Rebates will be paid every four months on the 15<sup>th</sup> day (if the 15<sup>th</sup> falls on a weekend or gazetted public holiday in Victoria, the transfer will be made on the next business day) as per the schedule below:
  - Payment Date 15<sup>th</sup> of February for the sales period of the 1<sup>st</sup> of October to the 31<sup>st</sup> of • December.
  - Payment Date **15**<sup>th</sup> of May for the sales period of the 1<sup>st</sup> of January to the 31<sup>st</sup> of March. •
  - Payment Date **15**<sup>th</sup> of August for the sales period of the 1<sup>st</sup> of April to the 30<sup>th</sup> of June.
  - Payment Date 15<sup>th</sup> of November for the sales period of the 1<sup>st</sup> of July to the 30<sup>th</sup> of September.

No variations to this schedule are available.

- 6. Rebates are only available to registered organisations and or companies. Bank accounts provided must be in the name of the organisation and or company. Personal accounts will not be accepted under any circumstances.
- 7. A notification of a rebate payment will be made via email only once the payment has been made.
- 8. Should your company and or organisation wish to change the nominated bank account details in the future you must notify is in writing via new / updated application form 30 days before the next scheduled payment is due.
- 9. It is the responsibility of the organisation and or company to ensure the bank account details provided are true and correct. Payments will be processed to the accounts as per the details provided. Should those details provided be incorrect and the scheduled rebate payments do not work Technologica Pty Ltd reserves the right to hold any payments until correct details are provided. In

the event that incorrect details are provided and a payment is not successful and new or amended account details are provided to Technologica Pty Ltd any payments owing will be re-attempted at the next scheduled date.

- 10. Rebates are subject to GST and payments will be calculated on the NET amount.
- 11. Should your organisation and or company wish to change the rebate percentage a new updated application must be made and management fee to update the pricing schedule of the account will apply. The fee to do so is \$250 plus GST. Rebates can only be changed at the end of a payment period so that accurate rebates can be calculated. 30 days' written notice prior to the end of a rebate period will be required.
- 12. Technologica Pty Ltd reserves the right to charge a maintenance fee of 1% of sales should we deem necessary. This fee would be deducted from the rebate amount.
- 13. It is your responsibility to comply with local Tax law and settle any and all taxes that may result from

to 15. Should your organisation and or company cease trading Technologica Pty Ltd will suspend the service

16. Technologica PTY LTD reserves the right to change the rebate matrix and terms and conditions at any time and without prior notification. Technologica PTY LTD reserves the right to rescind this program at any time and without prior notification. ANY FRAUDULENT BEHAVIOR OR MANIPULATION OF POS DATA WILL RESULT IN IMMEDIATE REMOVAL FROM THE PROGRAM AND FORFEIT OF ANY UNPAID REBATES. Technologica PTY LTD RESERVES THE RIGHT TO REFUSE PAYMENT ON A REBATES BASED ON

**IMPROPER OR UNFAIR BUSINESS PRACTICES.** 

Technologica Pty Ltd complies with the Australian Privacy Guidelines. In relation to the provision of products C-Direct Pty Ltd may use personal information such as contact details for the purpose of keeping you informed of product development, sales and marketing and other developments we believe may be of interest to you. Where you are contacted without prior consent, Technologica Pty Ltd will provide you the opportunity to decline

further communications.

We may use the information you provide to create and maintain accounts, process, fulfil and follow up on orders, answer your emails, and send you information you request. We may also send you information from time to time relating to products and services we provide you with, unless you indicate you do not wish to receive them.

We may send you emails about your orders or your account and in response to your questions. We may also send you email with information or special offers about products and services that may be of interest to you, unless that you indicate you do not want to receive them.

Should you choose not to receive emails and promotional material you may not receive special offers that may be of value to you. This option only applies to emails and mail outs of a promotional nature, as we may find it necessary to send you information relating to your account or order. Our full privacy policy can be found at - http://www.emovietickets.com.au/privacy-policy/

Print Name:		
Sign:	Date:	
Upon completion please email this document to accounts@Technologica.com.au or FAX: 03 9499 7993.		
Acceptance to the program will be issued in writing to the email address provided in this document within 10 business days.		
OFFICE USE ONLY		
Date Received:		
Received By:		
Account Opened:		
Username Issued:		
Password Issued:		
Confirmation of acceptance or decline emailed to o	n date :	