



# TERMS & CONDITIONS

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1. Purchase of tickets to Metro Comic Con indicates acceptance of the Terms and Conditions advised on the Metro Comic Con website. Terms and Conditions also apply to venue staff, Metro Comic Con staff, volunteers and freelance hires, retailers, media, event guests and competition winners. Attendance of the event in any capacity constitutes acceptance of these Terms and Conditions. All Terms and Conditions apply unless Metro Comic Con or DCA Enterprises specifically advise otherwise in writing.

## Tickets

1. Tickets purchased at the door, if available, may be at a higher price.
2. We reserve the right to refuse ticket sales to individuals or to impose conditions on the sale or means of payment of tickets.
3. Entry will be refused to patrons not wearing wristbands securely attached around their wrist. All wristbands are void if removed. Please see ticketing staff if your wristband is damaged, needs to be removed, or assistance is needed. Receipts, scanned tickets and any other proof of purchase is void once processed and wristband/s are allocated.
4. All entry tickets are non-refundable and non-exchangeable. Metro Comic Con reserves the right to cancel, re-schedule, relocate the event or add, withdraw or substitute artists and/or vary advised programs, prices, venues and audience capacity at the event without notice.
5. All tickets are general admission entry unless otherwise noted in ticket details, and seating in panels, theatres and/or any other presentation is on a 'first come, first served' basis unless otherwise noted or signed. Room or venue capacity limits will be enforced and you may be refused entry to a space until such time as that capacity returns to safe levels.

## Attendance

1. All persons entering any Metro Comic Con event or function do so at their own risk. Anyone attending the event must follow all reasonable directions and requests given by venue and Metro Comic Con management, including staff, security and volunteers. By entering Metro Comic Con you agree not to hold Metro Comic Con, DCA Enterprises, partners, subsidiaries, parent companies or venue liable for any loss, injury, damage or distress incurred at any Metro Comic Con event. Please note

that Metro Comic Con events may include functions, screenings, concerts or other events that may contain staging effects and lighting such as strobe effects and losses include loss or theft of property. It is the responsibility of anyone who incurs a loss to notify appropriate parties, whether that be Metro Comic Con, the venue and/or police of property loss or theft as soon as possible.

2. Management reserves the right to refuse admission or remove a ticket holder for behaviour likely to cause damage, injury, nuisance or annoyance or for failure to comply with reasonable requests. This includes high risk behaviour to oneself. See the Metro Comic Con [Code of Conduct](#), [Anti-Harassment Policy](#) and [Cosplay Guidelines](#) for further details.
3. Persons under the age of fifteen (15) years must be accompanied by a parent or guardian (18+). Some audio and visual content at Metro Comic Con & Gaming is rated MA15+; access restrictions may apply in some areas to those under the age of fifteen (15) who are unaccompanied by their parent or guardian.
4. Management reserves the right to inspect all bags upon entering and exiting the venue.
5. Attendees are responsible to make their own way to event locations. Metro Comic Con & DCA Enterprises are not responsible for any transit costs to events and will not reimburse said costs in case of event postponement, cancellation, or change of venue. In the event of change of venue, DCA Enterprises will endeavour to obtain a new venue within a reasonable distance of the original venue for the attendees' convenience, but makes no guarantees in this regard. Up-to-date details for each event will be made available via the Metro Comic Con website, but the onus is on attendees to ensure that they are fully aware of venue, guest line-up, price, date and any other details pertaining to the event. Metro Comic Con cannot be held accountable for failure of attendees to obtain up to date event details prior to the event.
6. For tickets that include reserved seating areas in any panel or other presentation, if for any reason you are unable to sit in the assigned area, you are not entitled to a discount on the ticket price. DCA Enterprises and Metro Comic Con will endeavour to place you in the closest seats to the assigned area for your ticket type, however this is entirely dependent on available seating at the time you arrive to the panel or presentation.

## Behaviour and Contraband

1. Weapons of any kind will not be allowed on any person. Props & replica weapons may be allowed on approval by staff. Please note that this does not include any items that are purchased on the day, however these items are to remain in their original packaging. See [Cosplay Guidelines & Weapons Policy](#) for further details regarding costume props and/or weapons.
2. Alcohol is not permitted in the Metro Comic Con venue and where served at outside events or special functions will only be provided to those over the legal drinking age. Please note certain events or special functions may not permit alcohol at all. Please

refer to the individual events for specific alcohol policies. Any persons who are intoxicated at the event will be removed.

3. Metro Comic Con is a drug and alcohol-free event. No alcohol or illicit drugs can be brought into and/or consumed within the venue. Persons found doing so will be removed from the event. Smoking is permitted in the designated smoking areas only. No smoking, or vapour apparatus are permitted to be used within the buildings or within 10 metres of doorways or access points, or in areas signed as no-smoking.
4. Footwear must be worn at all times in all indoor or outdoor event spaces. See [Cosplay Guidelines](#) for exceptions as part of cosplay costumes. No stilts, roller skates or rollerblades are permitted in non-performance spaces.
5. No persons are to engage in any conduct, act towards or speak to any other person in attendance in any capacity in a manner which offends, insults, humiliates, intimidates, threatens, disparages or vilifies that other person on the basis of that other person's race, religion, colour, gender, sexuality, disability, descent or national or ethnic origin. See the Metro Comic Con [Code of Conduct](#) & [Anti-Harassment Policy](#) for information regarding acceptable and unacceptable behaviours at events. Unacceptable behaviours may result in removal from the event.
6. Inappropriate behaviour toward our guests is not tolerated at Metro Comic Con events in any form. Specifically:
  - a. Do not request hugs and kisses from guests.
  - b. There is to be no inappropriate touching of the guests of any kind.
  - c. Do not request that guests disrobe in any way; similarly, attendees are to remain fully clothed at all times.
  - d. Questions and statements that are designed to be inflammatory and rude will not be tolerated, nor will inappropriate language.
  - e. Making threats, accusations and disturbing the event in a negative way will not be tolerated.
  - f. Behaving in any of the ways noted herein, or in any other way not specifically noted here, but deemed to be inappropriate by Metro Comic Con staff, is grounds for removal from the event.
7. Any action that results in removal from Metro Comic Con or other related events, whether criminal or because of contravention of any Metro Comic Con rules, regulations, guidelines or policies, or because of a determination by Metro Comic Con organisers regarding the integrity of the event/s, is grounds for forfeiture of tickets to that or future events, and does not warrant a refund of said tickets.

## Costuming/Clothing

1. Metro Comic Con is a family-friendly event and as such there is an expectation of an appropriate level of dress, including those in costume. Costumes or clothing must not be overly revealing, must not be overtly sexual or include inappropriate printed language or other elements that would otherwise contravene the [Code of Conduct](#). If clothes or costumes are deemed unacceptably revealing or otherwise

inappropriate, an attendee must change clothes or modify a costume so that it is deemed acceptable by staff.

- Costumes cannot promote illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing) or any activities that may appear unsafe or dangerous;
- Costumes cannot be obscene or offensive, or endorse any form of hate or hate group;
- Costumes cannot defame, misrepresent or contain disparaging remarks about Metro Comic Con or its products, or other individuals, products or companies;
- Costumes cannot depict, and cannot themselves, be in violation of any law.

For further information, please refer to the [Cosplay Guidelines](#) or the [Code of Conduct](#).

## Companion cards and Service Animals

1. Metro Comic Con works with the Companion Card program throughout Australia. Should you be part of the Companion Card program, please email Metro Comic Con on purchase of ticket and advise that an additional ticket is required for a carer. Please note that the attending carer must be able to provide a current Companion Card on request, and whilst they will be admitted to the event free of charge, this does not allow access to participate in event activities (for example, meet and greets, photograph and autograph sessions, etc.).
2. The Melbourne Showgrounds will not allow animals, except for specific service animals, into any of the areas designated for Metro Comic Con. If you are unsure whether your animal qualifies in this regard, please contact the Showgrounds for further information on 03 9281 7444 or via email at [info@melbourneshowgrounds.com](mailto:info@melbourneshowgrounds.com).
3. For any event that features a light show of some kind, it is not recommended that anyone attend if they are prone to seizures or have epilepsy or light sensitivity. The majority of such events are not appropriate for service animals and access of service animals to the event will be assessed on a case-by-case basis, taking into consideration programming, venue and any inherent safety concerns. Should you choose to attend and be unable to experience the entire event due to a reaction based on your known condition, or are required to leave the event because of a reaction that prevents other attendees from experiencing the event, you are not eligible for a refund.

## Video/Audio Recording

1. No commercial photography, filming or recording, including photo studio setups, or any other setup requiring tripods, flash instruments, backdrops or other fixed equipment is permitted at Metro Comic Con without prior, written permission from the event organisers. Hand-held cameras and flash are permitted. Permission must also be obtained from the event organisers for any form of commercial photography, filming or recording intended to be used for commercial media, broadcast or

narrowcast, sale or reproduction, and producers of such commercial content must obtain waivers/releases from Metro Comic Con and participants. Please note that all photographs taken at Metro Comic Con are for personal use only and not for commercial purposes, unless authorised by Metro Comic Con organisers as noted above.

2. Attendance of Metro Comic Con constitutes agreement to be filmed and/or photographed at the event. Upon entry attendees grant permission to DCA Enterprises, its agents and others working under its authority, to take and to have full and free use of video/photographs containing their image/likeness. It is understood these images may be used for promotional, media and other purposes by and for Metro Comic Con. Attendees agree that they are not entitled to remuneration, residuals, royalties or any other payment from DCA Enterprises in respect of their image/likeness or its use. Attendees release, discharge, and hold harmless, DCA Enterprises and its agents from any and all claims, demands or causes of actions that they may hereafter have by reason of anything contained in the photographs or video.
3. Cameras are welcome at Metro Comic Con, but are only permitted to be used during the first five (5) minutes of each guest panels or other guest presentations. Anyone using a camera, or any other device, such as mobile phones, for photography, audio or video recording at any other point during the guest panels or presentations will receive one warning only. A second infraction will result in the attendee being removed from the event with no refund of their ticket.
4. No photography or filming is permitted during special guest functions or events outside the main Metro Comic Con event. Anyone caught using a camera, or any other device, such as mobile phones, to take pictures will receive one warning only. A second infraction will result in the attendee being removed from the event with no refund of their ticket.
5. Professional photograph sessions will be held with the guests throughout the event. Photograph opportunities are available per the Metro Comic Con website and schedule. Please note these are limited. Personal photos of the guests are also strictly prohibited during the professional photograph session.

## Refunds and Returns Policy

1. All tickets are non-refundable once purchased. Change of personal circumstance does not qualify for a refund, transfer to another event, or any other change to purchased tickets.
  - a. In the case where an event is postponed, tickets will automatically be transferred to the newly announced Metro Comic Con date (please note that should ticket prices rise there will be no additional charge). If you are unable to attend the event on the newly announced date your ticket will be rolled over to a future event, should you qualify as per the conditions in 1. a)
    - i. Once ticketholders are advised of the new event date, you have a window of one month (dated from when the advisory email is sent by DCA Enterprises) in which to advise us that you are unable to attend

the new event date and provide supporting documentation and/or evidence. After this time all tickets are non-transferable to other events and non-refundable.

- b. In the case of event cancellation, your purchase will be refunded, or you may roll your ticket over to a future event. Ticket rollover is not available under any other circumstances.
- c. Metro Comic Con is a general pop culture event and is not based on specific guests. Thus, change of advertised guests does not qualify for ticket refunds; this also applies in the case of a changed guest line-up for a postponed event. Please note that while every effort will be made to replace cancelled guests, this is not always possible. Advertising a particular number of guests for an event is not a guarantee that such a number of guests will attend that event. Should a lesser number of guests than originally advertised attend an event, this does not qualify attendees for ticket refunds.
- d. Further, DCA Enterprises reserves the right to change event dates if required for any business or other reason. As tickets are non-refundable should a guest cancel their appearance at an event, it is advisable not to purchase tickets based solely on the appearance of one guest. Similarly, should the description or contents of the ticket inclusions change, yet still hold the same intrinsic value, no refund is warranted.
- e. In the case of extenuating circumstances, where Metro Comic Con & DCA Enterprises choose, as a gesture of goodwill, to allow a ticket to be transferred from a non-cancelled event, the ticket holder is not entitled to a refund should the event to which the ticket has been transferred subsequently be cancelled. The ticket may only be rolled over to an alternative event, or held in credit towards a future event.
- f. Metro Comic Con & DCA Enterprises reserve the right to refuse entry to anyone. Should this decision be made, notification will be sent either by Metro Comic Con & DCA Enterprises or their legal representation. If you have purchased a ticket directly under your name it will be refunded and you will be barred from all future events. Should you attempt to purchase a ticket to a future event subsequent to being notified of your ban, you will be barred entry and not provided a refund. Should a third party purchase a ticket for you and you attempt to enter the event with altered appearance, you will be removed from the event without a refund and the police may be called to charge you with trespass. If a request is made from a guest or their representation that you are not to attend a specific event that they are attending, you will be notified and barred for that event only.

## **Credit Card Transactions**

1. All tickets or other items purchased via credit card will incur a transaction fee, to be advised at point of sale, that will be added to the total of all items purchased and will

be reflected in the receipt forwarded via email to the ticket purchaser. This fee does not apply to other forms of payment, unless otherwise specified.

## Autographs

1. Autographs are at the price listed on the Metro Comic Con website and event guide (GST inc.). It is the same price per autograph whether you choose to have a personal item (that must be approved by staff) autographed or select a photograph provided by the event. Please note when you have your own item signed, this does not entitle you to take a photograph in addition.
2. Be advised that when you obtain an autograph, this is for your personal use only. Only the original autograph may be sold on. Reprints and facsimiles of the original are an infringement of copyright and may not be sold for profit.
3. Please note that multiple autographs for each guests are available, but you must have a token for each.

## Photographs

1. Be advised that when you obtain a professional photograph from Metro Comic Con, this is for your personal use only. Only the original photograph may be sold on. Reprints and facsimiles of the original are an infringement of copyright and may only be obtained from the official Metro Comic Con photographer/s.
2. Extra prints are available for a small fee. Please inquire with staff at the photo booths for more information.

## Commissions

1. Be advised that should you engage one of the guests who are offering art commissions, the agreement including image, size and price is outside the purview of Metro Comic Con, therefore, Metro Comic Con is not responsible for any issues that may arise.

## Gifts

1. No gifts are to be presented to special guests whilst they are on stage or during photo sessions. Any gifts for guests may only be presented during autograph sessions and only once they have been approved by Metro Comic Con staff.



## Compliance

1. Any persons found not to be in compliance with the terms and conditions of this event will be removed from the venue. There will also be no refund provided. Should the issue escalate Metro Comic Con will not hesitate to alert the venue security or the police should the matter be deemed serious enough.
2. A failure by Metro Comic Con or DCA Enterprises to provide or a delay by Metro Comic Con or DCA Enterprises in providing any goods or services purchased from Metro Comic Con or DCA Enterprises as part of a ticket, or separately at an event, which is caused by acts of God; strikes; boycott or industrial action or dispute; action in compliance with any act, regulation, ordinance, by-law or permit or with any lawful direction, order or request of any responsible authority or court; or any other cause whatsoever reasonably beyond the control of Metro Comic Con or DCA Enterprises does not give rise to any claim by the Client or cause Metro Comic Con or DCA Enterprises to be in breach of these terms and conditions.
3. All or part of any provision of these Terms that is illegal or unenforceable, may be severed from these Terms or modified to the extent it is necessary to make the remainder of the provisions and the Terms enforceable.
4. DCA Enterprises reserves the right to make any changes whatsoever to the event owing to unforeseen or unavoidable circumstances.
5. These Terms and Conditions are subject to change without notice.

## Website Use

1. This site includes links to third party sites which are not related to the Metro Comic Con or DCA Enterprises and of which Metro Comic Con & DCA Enterprises has no control or interest. We have no control over the nature, content and availability of those sites. The inclusion of any links does not indicate any relationship between Metro Comic Con or DCA Enterprises and that third party or any endorsement by Metro Comic Con or DCA Enterprises of that third party, its site or the products or services which it is advertising on this site.
2. Every effort is made to keep the website up and running smoothly. However, Metro Comic Con & DCA Enterprises take no responsibility for, and will not be liable for, the website being temporarily unavailable due to technical or other issues beyond our control.
3. This site may include third party content which is subject to that third party's terms and conditions of use. Metro Comic Con & DCA Enterprises claim no ownership of, or relation to, this third party content (including images, movies & TV shows).



4. Metro Comic Con & DCA Enterprises will have no responsibility or liability in relation to any loss or damage which you incur, including damage to your software or hardware, arising from your use of or access to this site.
5. Users will not use this site for any purpose or in any way which is unlawful.
6. Screen scraping is prohibited on this website. In Australia copying data or substantially copying data from a third party website without the authority of the owner may infringe copyright.
7. It is an offence under State and Federal legislation in Australia to access restricted computer data without authority to do so.  
Section 308H of the Crimes Act (NSW) and Div 478 of the Schedule to the Criminal Code Act 1995 (Cth) prohibit unauthorised access to restricted data.  
Significant penalties apply to those who intentionally access restricted data, the maximum penalty is 2 years' imprisonment.

## COVID-19 & Other Health Requirements

1. You acknowledge that, notwithstanding compliance with government regulations & procedures that may be taken by the Promoter to register as a 'COVID 19 Safe' business, there is an inherent risk of exposure to COVID 19 that exists, including for outdoor ticketed venues. You confirm that you and any attendees you purchase tickets on behalf of have considered all risks related to COVID 19 exposure by attending the event, and risks to those who may be in close contact with you and your attendees following attendance, given that this virus is contagious & can lead to serious health consequences. You acknowledge that by attending, you and your attendees voluntarily accept all risks related to exposure to COVID 19, and at the time of attendance you agree to comply with all government directives & directives by DCA Enterprises and event venues.
2. Metro Comic Con will adhere to any and all COVID 19 or other public health requirements of the federal and relevant state governments. Should such requirements change, the terms of attendance at Metro Comic Con or related events will immediately be aligned with the new requirements. Any such change will be considered to be in force, even if these Terms & Conditions have not yet been updated.
3. Current health guidelines are designed to help keep everyone safe, and to support our attendees, guests and staff in line with current requirements and restrictions relating to COVID 19. They are summarised as follows:
  - a. Stay at home if you are unwell or pose a risk to others. If you are symptomatic, we may refuse entry to minimise the risk to others. While this section is in effect, we are offering the flexible ticket arrangements set out below.
  - b. The following conditions now apply in relation to tickets for, and attendance at, Metro Comic Con Events:

i. Conditions of entry

Attending our venues while under quarantine or isolation orders is prohibited, and if you appear to have COVID 19 symptoms you will be denied entry and asked to leave. Attending our venues when unwell places others as well as yourself at risk. For the safety and wellbeing of everyone, you must not come to our venues for an event if you:

- feel unwell or if you are displaying any of the COVID 19 symptoms from time to time (such as fever, cough, sore/scratchy throat, shortness of breath, loss of smell or loss of taste);
- are required to self-isolate for any reason;
- are required to quarantine;
- have been diagnosed with COVID 19 and are within the isolation period.

## Errors and complaints

1. Force majeure: To the extent permitted by law, we will not be liable to you for any loss or damage (whether direct or consequential), nor be in default under these Terms of Use, for failure to observe or perform any of our obligations under these Terms of Use for any reason or cause which could not, with reasonable diligence, be controlled or prevented. These causes include acts of God, acts of nature, acts or omissions of government or their agencies, strikes or other industrial action, fire, flood, storm, riots, power shortages or failures, sudden and unexpected system failure or disruption by war or sabotage, and other acts or omissions of third parties.
  - a. In all other matters not directly mentioned herein, Metro Comic Con & DCA Enterprises' standard Terms and Conditions apply.

## Code of Conduct

1. Compliance with the [Code of Conduct](#) forms part of the Terms & Conditions of attending any event run by DCA Enterprises and Metro Comic Con. Contravening the [Code of Conduct](#) is grounds for actions up to and including removal from event, banning from future Metro Comic Con and DCA Enterprises events and/or referral to police.