

CREATIVE COMMUNE

- **Privacy Policy**

Your privacy is very important to us, and we'd like to assure you that we are committed to protecting your privacy. We have developed this policy to explain how we collect, use, communicate and disclose, and make use of any personal information.

Our privacy policy is as follows:

- We may collect Website visitors' contact information (such as, but not limited to, email addresses and photos taken during workshops). Unless you object, this information may be used: To send news, information about your Creative Commune Events, our activities and general promotional material which we believe may be useful to you and to monitor who is accessing the Website or using services offered on the Website and to profile the type of people accessing the Website.
- If you provide us with any personal data relating to a third party (eg information of your spouse, friends) by sharing that with us, you have displayed that you have obtained consent from the third party to do so.
- We will only share your details within our organisation and among our employees and appointed representatives (whether in your location or overseas), or with the Facilitator or Venue where necessary (for an Event). We will not share your details with any other third parties unless we have your explicit consent.
- However, if we reasonably believe that we are required by law to disclose your personal information to a third party, whether in compliance with any applicable law or regulation or by court order or in connection with legal proceedings, we may do so.
- We will hold your personal information for as long as we need to in order to comply with our legal obligations. You must inform us of any changes to it so that we can keep your personal information up to date.
- We will endeavour to ensure that the information you provide us with is kept private and confidential, and we will only use it to provide the services you request. We will do our best to protect your personal data using appropriate technical and organisational steps, and will store it on our database within a secure network. However, we cannot absolutely guarantee the security of your personal data.
- We will collect personal information by lawful and fair means and, where appropriate, with the knowledge or consent of the individual concerned.
- This website uses cookies, which enables us to monitor traffic in an effort to serve you more efficiently if you return to our Website. A cookie does not monitor you personally, but it does identify your computer. You can choose not to accept cookies, but this may prevent the website from functioning properly.
- By using our website, you confirm that you accept this privacy policy and consent to our using your personal data as set out in this privacy policy.
- We reserve the right to change this policy at any time. However, we will not change the way we use your personal information without telling you in advance and giving you the chance to opt out or prevent the new use of your information.
- If you have any questions about this privacy policy, or if you wish to make an inquiry regarding any personal information relating to you which may be in our possession, you can contact us via email at hello@creativecommune.com.au

CREATIVE COMMUNE

Terms & Conditions

Definitions

“**Creative Commune**” or “**our**”, “**us**”, or “**we**” refers to Creative Commune’s business of arranging workshops, classes and other activities as branded by Creative Commune and promoted on the Creative Commune Website.

“**our Website**” refers to any websites located at the domain name www.creativecommune.com.au

“**Facilitator**” means a person who runs the Class in the capacity as a Facilitator for attending participants. These people are not necessarily trained as professional Facilitators, but have passion for, and an in-depth knowledge of, the topic they are teaching about. Facilitators will often be from the local community.

“**Class**” or “**Classes**” means the guidance and presentation (or presentations) provided by the Facilitator at a designated location and time.

“**Participant**” refers to the person who has registered and/or booked and/or attended a Class.

“**Venue**” means the place where the “**Class**” or “**Classes**” are held at a designated and agreed time, with a presenting Facilitator.

The following terms & conditions form The Agreement.

Description of Creative Commune Terms and Conditions

* Any person or Participant who decides to use our Website and/or register and/or book for a Class must agree to and comply with the following Terms and Conditions. This Agreement applies to both the use of this Website and the booking and/or attendance of our Classes.

* Creative Commune runs creative fun classes in anything and everything, within reason. We provide Participants the opportunity to learn new skills or knowledge in short and interactive introductory Classes. * We also offer professionals, and hobbyists alike, the opportunity to share their skills by passing on their knowledge to willing Participants as Facilitators.

* These Terms and Conditions are in addition to any agreements, contracts or other documents that a Facilitator or Participant may enter into in connection with a Class.

Amendments to Terms and Conditions

* We may amend these terms at any time, and it is your responsibility to check for updates periodically.

* The amended Terms and Conditions are effective immediately from the date they are posted on our Website.

* Your continued use of our Website following an amendment will represent an agreement by you to be bound by amended Terms and Conditions.

* If you do not agree to these Terms and Conditions then you are not authorised to use our Website and/or be a Participant or Facilitator of our Classes. If there is anything within these Terms and Conditions that you would like to talk about, please feel free to contact us.

Website Terms & Conditions

* Copyright on our Website (including, but without limitation, text, graphics, logos, icons, videos, music, sound and links) is owned or licensed by us.

* Subject to the conditions prescribed under the Copyright Act 1968 (Cth) (and similar legislation which applies in your location), and except as expressly authorised by these Terms and Conditions, without our prior written permission you may not:

* Adapt, reproduce, store, distribute, print, display, perform, publish, sell, transfer, exploit or create derivative works from any part of our Website;

* Commercialise any information, products or services obtained from any part of our Website.

However, the contents of our Website may be downloaded, printed or copied for your personal non-commercial use, or if you are a Facilitator or Venue, for purposes which are necessary to our business relationship.

Other Intellectual Property

* All materials provided to you by us or our Facilitators or Venues, and any intellectual property belonging to or associated with Creative Commune including any Website content, logo, text, documentation and

graphics are the sole property of Creative Commune or our Facilitators or Venues, and you agree that you will not infringe any rights in any way. This includes, but is not limited to, commercial use of the materials and distribution of the materials to other parties.

Links to other Websites

Our Website may contain links to other internet sites for information purposes. Those links are provided for your convenience to provide further information. As we are not responsible for the information and material on these linked websites, we strongly advise you read the Terms and Condition of any third-party website you visit.

Our links to other websites should not be construed as an endorsement, approval or recommendation by us of the operators of those linked websites unless it is expressly stated.

Emails

If we believe we have the legal requirement to do so, we will preserve the content of any email you send us. We may monitor your email message content for trouble-shooting or maintenance purposes, or if any form of email abuse is suspected.

Security of Information

While we try to ensure that our Website is secure, we cannot guarantee the security of your personal information, nor that the website is free from viruses or similar matters.

While we strive to protect any information sent to Creative Commune, we do not warrant and cannot ensure the security of any information you transmit to us, and this is transmitted at your own risk.

Nevertheless, once we receive your transmission, we will take reasonable steps to preserve the security of the information received.

Accuracy of Information

Keeping the information on this website accurate and up to date is one of our highest priorities. However, while we try and ensure that it is accurate, reliable, timely and complete, we do not accept liability for any inaccurate, unreliable, untimely or incomplete information contained therein, or for any reliance placed on it by you.

Permitted Use

You agree to use this website in line with these Terms and Conditions, and for lawful purposes. You agree to comply with all applicable laws, regulations and codes within Australia or any other jurisdiction from which you are accessing our Website. In particular, you agree that you will not:

- * Use our Website in a manner which causes or may cause an infringement of the rights of any other person or which violates any applicable law or regulation;
- * Make any unauthorised, false or fraudulent bookings;
- * Use any software or device to interfere with the operation and look of our Website, or to breach its security.

We reserve the right to restrict or prohibit your access to our Website at any time and for any reason. If you violate any of these terms, your permission to use our Website shall terminate immediately without the necessity for any notice.

Class Agreement

When you register for a Class on our Website, you are making an agreement with us to purchase the Class ticket according to the Terms and Conditions set out in this agreement.

Purchase

- * You agree to pay the purchase price of the Class ticket as listed on our Website.
- * Purchasing a ticket signifies your intent to attend the Class. Class tickets may not be resold for a higher price, as part of a 'package', or for any other business venture or profit.
- * On very rare occasions, the price might change due to unforeseen events, but you will always have the opportunity to cancel in the event that the price increases.
- * If we cannot accept your order for any reason, we will process a full refund within a timely manner, from when we are informed of any issue.

Payment

The purchase price of the Class ticket is displayed on our Website and must be paid by the Participant in full. You must pay the purchase price amount by the due date stated at the online checkout.

- * If, for whatever reason, you cannot pay for the ticket by the due date stated on our Website, contact us via email as soon as possible and we will work with you to find a solution.

Age Limit

* Although our classes are aimed at adults, we allow children aged 18 years and under to participate when supervised by an accompanying adult.

* If you have purchased a ticket for any Participant under the legal adult age limit, you must make sure the Class does not involve any activities limited only to those over that limit by law (for example, Wine Tasting Classes). You must also make sure they are in a suitable venue for those under the legal age limit. If you are unsure what the Class or Venue involves, contact us via email at the time of booking.

Class Attendance and Conduct

* Participants and Facilitators are what make up the Creative Commune community. As a willing Participant and member of our community, you agree to follow these standard guidelines when attending a Class:

* Ensure you arrive on time: the Facilitators and the Venues are often on a tight schedule, and by arriving late you disrupt the other Participants and the Class. Plus, you're missing out on all the fun!

* Be respectful to the Facilitator, Venue staff, other Participants (and us!): everyone attending the Class is there to learn and have a good time. Treat others with respect and if a conflicting situation does arise, it is solved faster with co-operation and courtesy.

* Have reasonable expectations: We agree to provide you with the Class you have purchased as described on our Website. Please do not expect more than what is advertised – however if you do feel the Class was not what you expected then please contact us via email for a possible solution.

* Provide feedback where possible: we want to do the very best we can within reason, so please feel free to provide us with positive or negative feedback after the Class, either in person or in writing. If you are submitting a formal complaint, please do so in writing via email and we will try our best to resolve the situation.

* Inform us of dietary, health or other requirements: if you have any requirements, please send us an email at the time of booking to let us know. While we will try our very best to work to these requirements, this may not always be possible. In these instances, we will endeavour to let you know at least a week before the Class is scheduled, and you will have the option for a full refund as long as you respond before the standard 48 hour cut-off time for refunds. In view of this, if you are booking within the relevant period, it is your responsibility to email us in advance of booking and obtain confirmation via email that we can accommodate you.

* Follow the rules: you agree to comply with all health and safety, licensing, and other rules and regulations of the venue. It is the Participant's responsibility to familiarise themselves with any rules and regulations that apply, and you agree not to bring in any illegal or hazardous items. You also agree to follow all policies and procedures as outlines on our Website.

* For everyone's sake, we reserve the right to refuse any Participant admission, or ask any Participant to leave if we think they are behaving in a disruptive way, or in a way that violates the venue's rules, or in a way that is likely to cause damage, nuisance, offence or injury. We will not issue any refund in this event.

Cancellations & Refunds

Class Cancellation:

* In the rare event we have to cancel a Class, we will endeavour to give Participants as much notice as possible. We will contact all Participants via the email address they provided when Class tickets were purchased, and offer a refund or a credit.

* Should the Class be rescheduled, all registered Participants will automatically be eligible to transfer their ticket over to the rescheduled Class, and will be contacted by email. If a Participant does not respond, then we reserve the right to refund the ticket and give the ticket to another Participant.

* If the timing of a rescheduled Class does not suit, we will provide a full refund on the ticket. The same principle applies to any Class requiring a late change of time or Venue ('late' in this instance, is defined as 48 hours or less, before the Class was originally scheduled to begin) – we will notify all participants and provide refunds where participants are unable to commit to the rescheduled Class.

Refunds:

* We understand that sometimes life just gets in the way. If you are unable to attend a Class for whatever reason, we offer a full refund if you notify us at least 48 hours before the Class starts. If we receive your cancellation within this 48 hour period, we will not be able to provide you with a refund, except for in exceptional circumstances judged at our discretion. Tickets cannot be transferred to a different Class within the 48 hour cancellation period.

* Refunds will not be given to Participants who are a 'no-show' (meaning Participants who have paid, have not cancelled, and do not show up at the scheduled Class time). However, you are welcome to change the ticket holder's name for that date and time only to someone else who can come along, provided you notify us via email at least one hour before the Class is scheduled to begin, and include the details of the class and the name(s) of the new ticket holders.

Risk & Judgement

We have no control over who attends our Classes, and their actions and/or behaviour during the Class. You must exercise your own caution and good judgement when attending a Class. Although we don't expect for anything dangerous to happen during a Class, you must be aware that by participating, there is the possibility you may be exposed to some risks and hazards.

As we have no involvement with the control of the Class, you agree to release us from any claims, losses, damages or liabilities of any kind that may arise, either directly or indirectly, in connection with the Class. Furthermore, you must understand the content of the Class is given directly by the Facilitators. We do not endorse and will not be liable for any wrong or misleading information provided by the Facilitator to Participants of the Class.

Disclaimer of Warranties

* Creative Commune will offer to provide participants with a range of unique, exciting, fun and interesting Classes. However, the Facilitator is solely responsible for the presentation and the content of a Class. Although we hope the Class is to your satisfaction, we make no warranty that the Class that you attend will meet your expectations, satisfy any legal or neither curriculum requirements for accreditations or licences nor that the content will be free of error or defects.

* We do not warrant or represent that your use of materials which you may receive from our Classes will not infringe the right of third parties.

Limitation of Liability

* Our total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with this Agreement, shall be limited to the total amount received by us from you in connection with the Class or Classes giving rise to such liability. You attend and participate in Classes at your own risk. We accept no responsibility for any of the following:

- * Costs or expenses whatsoever or howsoever arising out of or in connection with any Class or other event;
- * Loss or damage to personal property;
- * Personal injury in respect to any dietary, health or other special requirement of which we were not informed at the time of booking.

Photograph and Video Consent

We love to share what happens at Creative Commune, so we will film, photograph or otherwise record our Classes. By buying a ticket, you confirm the consent of you and any other Participants with you to be filmed or recorded. The recordings may be made available to the public via the website or by other means.

* You agree to allow us to use and publish a photograph and/or video which may contain an image of you in any of our publications or materials. You should be aware that by us publishing the photograph and/or video on the internet, it will be accessible to the public and other internet users and we will have limited control over its subsequent use and disclosure.

* You also acknowledge that you are not entitled to any remuneration, royalties or any other payment from us in respect of the use by us of the photographs and/or vid

* If you are not comfortable with your image being used to promote Creative Commune or any business or group associated with the Facilitator of the Class you attend, then please advise us, in writing, at the time of booking. If you have any issues with the way content is used after the Class, please advise us via email and we will work on a mutually agreed solution.

Governing law

This Agreement (and any further rules, policies, or guidelines incorporated by reference) shall be governed and construed in accordance with the laws of Australia (or any other jurisdiction from which you are accessing our Website), without giving effect to any principles of conflicts of law.

General

* We accept no liability for any failure to comply with these Terms and Conditions where such failure is due to circumstance beyond our reasonable control.

* We accept no liability for others' failure to comply with these Terms and Conditions.

* Any waiver by us of these terms and conditions is only effective if in writing.

* If we waive any rights available to us under these Terms and Conditions on one occasion, this does not mean that those rights will automatically be waived on any other occasion.

* If any one or more of these Terms and Conditions are held to be invalid, unenforceable or illegal for any reason, that term or terms will be deemed severed from these Terms and Conditions and the remaining Terms and Conditions shall nevertheless continue in full force.

If you have any questions about this Agreement, please contact us hello@creativecommune.com.au