

TERMS AND CONDITIONS - PHOTO BOOTH (2020)

These TERMS AND CONDITIONS are made by and between Yeperenye Pty Ltd (the "Company") and the users of services (the "Client") relating to any use of the "Yeperenye's Magic Mirror Photo Booth" operated by the Company.

BY USING THE SERVICE, YOU AGREE TO THESE TERMS AND CONDITIONS. PLEASE READ THIS INFORMATION IN ITS ENTIRETY.

Yeperenye Pty Ltd retains all ownership and intellectual property rights, including copyright, in and to all of the photographs and images and media produced in connection with Yeperenye's Magic Mirror Photo Booth.

The Client acknowledges that it is aware that colour dyes in photography may fade or discolour over time due to the inherent qualities of dyes as well as digital media which may deteriorate due to delamination and oxidation, and Client releases the Company from any liability for any claims whatsoever based upon the deterioration due to such inherent qualities.

The Company disclaims any and all liability and the Client agrees that the Company shall have no liability including but not limited to obtrusive guests, lateness of guests, digital viruses, weather conditions, schedule complications, incorrect addresses or email addresses provided to the Company, incorrect dates provided to the Company, restrictions of the location or restrictions related to the COVID19 pandemic.

The Company and its associated agencies and companies will not be liable for any loss or damage whatsoever which is suffered (including but not limited to direct or consequential loss), or for personal injury or death suffered or sustained in connection with this booth, except for any liability which cannot be excluded by law.

If at any point the Company personnel, in their sole and absolute discretion, determine that behaviour of guests, staff, attendees or other person(s) is inappropriate, threatening, hostile or offensive, including but not limited to behaviour that the Company personnel determines make them feel unsafe, harassed or sexual harassed, the Company personnel may immediately cease to provide any further services and ask the person(s) to leave and contact security/Police.

The personal information supplied by entrants when entering the booth may be used for the purpose of sending information on any of the Promoter's products or services. From time to time this information may be used by the Promoter. The use and disclosure of this information is subject to the restrictions imposed on the Promoter by the Privacy Act 1988. Subject to the provisions of the Privacy Act 1988, entrants may have access to any personal information held by the Company by contacting Yeperenye Centre Management. An access fee may be charged to cover any costs of providing the information to the entrant.