

SEA LIFE SYDNEY AQUARIUM

SDX Terms and Conditions;

1. The Dive

SEA LIFE Sydney Aquarium reserves the right to add, withdraw, substitute and/or vary advertised routes, prices and departure times for the dive or Gift Certificate without notice. However, reasonable effort will be made to maintain arrangements as advertised.

2. Check-in for the Dive

All divers are required to arrive and 'check-in' at SEA LIFE Sydney Aquarium premises at least 30 minutes prior to the advertised dive time on the diver's ticket, voucher or confirmation letter. **Non-arrival or arrival after this time will result in non-admittance** to the dive at SEA LIFE Sydney Aquarium's discretion, without refund. Missed dives will not be re-scheduled, except where a medical certificate can be provided before close of business on the dive date.

3. Requirements to participate in the Dive

- i. Divers must hold a valid ticket, gift certificate, confirmed agent voucher or confirmation letter.
- ii. Divers must be 14 years of age and over, be of sound mind and be in good health.
- iii. Introductory divers that are deaf or do not speak fluent English need to contact the booking team prior to booking their dive to ensure suitable translation facilities can be arranged.
- iv. All divers will be required to sign a Declaration Form which includes, but is not limited to, statements that:
a) The Participant does not suffer from certain medical conditions which may prevent the participant undertaking the Dive. **b)** The Participant enters SEA LIFE Sydney Aquarium premises and participates in the Dive at their own risk

4. SEA LIFE Sydney Aquarium's ability to refuse participation

SEA LIFE Sydney Aquarium reserves right to refuse any person, for whatever reason, participation in the dive, in its absolute discretion, whether or not they have previously purchased a ticket. A person will be reimbursed for tickets previously purchased should they be refused permission to participate on grounds other than those set out above.

5. During the Dive

- i. Divers will be supplied with equipment to use during the Dive without which they will not be permitted to participate in the Dive.
- ii. Divers are not permitted to take any other items; eg. Cameras, video cameras, knives, etc.; into the aquarium other than those supplied by SEA LIFE Sydney Aquarium.
- iii. All Divers must obey the directions and instructions of SEA LIFE Sydney Aquarium Dive Leaders, must not disturb other divers or interfere with the Dive Leader's ability to conduct the dive in a safe and secure manner and must not damage, deface or remove any part of the Oceanarium or any of the equipment being used. SEA LIFE Sydney Aquarium retains the right to remove from the dive any diver who does not comply with these terms, without refund.

6. Miscellaneous Terms

Photographs purchased from or supplied by SEA LIFE Sydney Aquarium remain copyright to SEA LIFE Sydney Aquarium and may only be used or reproduced by the purchaser or recipient for private or domestic purposes and must not be used for any commercial purpose, including promotion of any supplier or any supplier's products or services, without SEA LIFE Sydney Aquariums prior written permission.

7. Payment

- i. SEA LIFE Sydney Aquarium (Shark Dive Xtreme tickets) are non-refundable and specific to the dive specified in the booking.
- ii. A maximum of **TWO (2)** changes in the dive date or time or diver identity can be made up to **72 hours** prior to the scheduled dive. These changes are dependent upon availability and at the discretion of the Shark Dive Xtreme booking Coordinator. Page 2 of 2

iii. **An administrative fee of \$15 for the first change and \$30 for the second will apply and is payable at the time of the change.**

iv. **Changes within 72 hours of the dive will NOT be permitted.**

v. All dives must be paid for at the time of booking unless otherwise agreed by SEA LIFE Sydney Aquarium in advance. SEA LIFE Sydney Aquarium reserves the right to cancel tickets purchased in advance which are not paid for.

8. Cancellation and refunds

i. Dives will not proceed should SEA LIFE Sydney Aquarium decide that participation in a dive is unsafe, or for any other reason, at the absolute discretion of SEA LIFE Sydney Aquarium.

ii. In the event that a dive is cancelled by SEA LIFE Sydney Aquarium then divers will either be re-booked at the earliest possible time at the convenience of the divers, taking into account available places, or be issued with a refund voucher in the case of purchases bought through an agent, or be reimbursed the agent price paid for the ticket. The relevant party who has sold the ticket to the diver will make all reimbursements.

iii. There will be **NO REFUND** of a ticket by SEA LIFE Sydney Aquarium except in accordance with these terms or as agreed in writing by SEA LIFE Sydney Aquarium. In the exceptional case where a refund is granted, the refund will only be made to the person who purchased the ticket from SEA LIFE Sydney Aquarium.

9. SEA LIFE Sydney Aquarium's liability

i. To the extent permitted by law, SEA LIFE Sydney Aquarium excludes liability and will not be responsible for any loss, damage or injury arising from or connected with the dive, no matter how that loss, damage or injury is caused. In particular, SEA LIFE Sydney Aquarium will not be responsible for loss or damage arising from a Participant's failure to obey SEA LIFE Sydney Aquarium's instructions or from any pre-existing medical or psychological condition. Further, but only to the extent permitted by law, SEA LIFE Sydney Aquarium will not be responsible for loss or damage arising from any negligent act or omission of SEA LIFE Sydney Aquarium or any person for whom SEA LIFE Sydney Aquarium is responsible.

ii. SEA LIFE Sydney Aquarium is also not liable for any loss, damage or inconvenience arising from or incidental to any delay in a scheduled dive taking place.

iii. SEA LIFE Sydney Aquarium will provide storage space for the safekeeping of valuables and luggage. SEA LIFE Sydney Aquarium however requests that valuables are not brought onto the premises and it accepts no responsibility for any loss through theft, breakage or otherwise, if valuables are brought onto the premises.

10. Where an agent acts on behalf of SEA LIFE Sydney Aquarium

Enters into a sale, booking or any other transaction then that agent shall indemnify SEA LIFE Sydney Aquarium for any loss, damage or expense incurred by SEA LIFE Sydney Aquarium as a result of any misrepresentation, breach of contract or act of negligence by the agent.

11. Gift Certificates

Terms applicable to the sale of Gift Certificates are as follows:

i. Gift Certificates are **NON REFUNDABLE** but are transferable. SEA LIFE Sydney Aquarium must be notified prior to transfer. Gift Certificates must not be offered as prizes or resold or used for any commercial purpose, including promotion of any supplier or any supplier's products or services, without SEA LIFE Sydney Aquarium's prior written permission.

ii. SEA LIFE Sydney Aquarium reserves the right to discontinue the sale of any item purchased on a Gift Certificate, but agrees to replace the item discontinued with any other item to the same value, and is not liable for errors made by the purchaser.

iii. A Gift Certificate must be redeemed within 3 months from date of purchase and the Dive must take place within the 3 years. **ONE (1) extension is permitted PRIOR to the gift Certificate expiry date, this extension will incur an administration charge of \$50.00. NO extensions are permitted after the expiry date of a Gift Certificate.**

12. Governing Law

These Terms are governed by the laws of New South Wales, Australia. SEA LIFE Sydney Aquarium and each Diver submit to the non-exclusive jurisdiction of the Courts of New South Wales in respect of these Terms and any dispute between them.