

## About Chinese Garden Friends Membership

The Chinese Garden ("**Garden**") "**Friends of the Garden**" Annual Membership ("**Friends of the Garden Membership**") is provided and maintained by Place Management NSW ("**Place Management**", also "**our**", **we**").

The purpose of **Friends of the Garden Membership** is to create a vibrant community who will feel a deep and ongoing connection to the Chinese Garden of Friendship, who will passionately engage with its various activities and become advocates for its role of fostering friendship between Australian and Chinese peoples. For more information, including the benefits you can enjoy as part of **Friends of the Garden Membership**, please refer to: [Friends of the Garden](#) ("**Website**").

Proceeds from **Friends of the Garden Membership** are applied to upkeep of the Garden.

### 1. Terms and conditions of Friends of the Garden Membership

You (which means an individual, partnership or any body or person whether incorporated or not) accept and acknowledge these Terms and Conditions ("**Terms and Conditions**") apply to your application for, and use of **Friends of the Garden Membership**.

References to **Website** in these **Terms and Conditions** include the accessibility, form and content contained in the **Website** unless otherwise stated in these **Terms and Conditions**.

You may only use the **Website and Friends of the Garden Membership** for a lawful purpose and personal, non-commercial reasons. The **Website** is not intended to constitute legal, professional or business advice and information about **Friends of the Gardens Membership** is provided as general information only.

We reserve the right to update and vary these **Terms and Conditions** without prior notice.

### 2. Visitor Access Conditions

The **Website** contains information about the price, cost and types of membership available including **Friends of the Garden Membership** applicable to corporations, individuals, adults and families. **Friends of the Garden Membership** entitles those listed individuals and listed members to unlimited entry to the **Chinese Garden** during regular operating hours (10am - 5pm) for a period of 12 months from the date of joining in accordance with the **Chinese Garden** Conditions of Entry set out at: ([General Conditions of Entry](#)).

The **Chinese Garden** is closed Good Friday and Christmas Day.

In addition to agreeing to comply with these **Terms and Conditions**, your use of and access to the **Chinese Garden** will be subject to:

- **General Conditions of Entry**; These **Terms and Conditions**.
- Our **Website** [Terms of Use](#) set out at
- Our [Privacy Policy](#) ("**Privacy Policy**") which applies to the **Friends of the Garden Membership** and your use and access to our **Website**; and
- any applicable laws and regulations when using or accessing the **Friends of the Garden Membership** and **Website**.

- The Chinese Garden of Friendship or Place Management NSW will not be held responsible for any injuries, damage/loss of property(s) when members visit the Chinese Garden.

### 3. Corporate Membership

If you purchase the **Friends of the Garden Membership** on a Corporate basis ("**Corporate Membership**"), then the listed members under the **Friends of the Garden Membership** must also comply with the [General Conditions of Entry](#) and these **Terms and Conditions** as a condition of use of and access to the **Chinese Garden**.

Listed members may only use the **Garden Membership** for personal reasons, except where the package purchased provides for extra value items ("**Extras**"), in which case the commercial use must be limited to the purpose identified in the **Extras**.

### 4. Friends of the Garden Membership

The commencement date of **Friends of the Garden Membership** is the date you purchase the **Friends of the Garden Membership** and will end on the expiry date ("**Term**"). The expiry date is determined based on the package you purchase, for example, a 12-month package has a 12-month **Term**. Your **Friends of the Garden Membership** will be terminated at our discretion in the event you breach any of these Terms and Conditions. The **Friends of the Garden Membership** is strictly non-transferable, and the fee for the **Friends of the Garden Membership** ("**Fee**") must be paid in full at time of purchase and is strictly non-refundable.

If you do not renew your membership by midnight on the date of expiry of the **Term**, your **Friends of the Garden Membership** will lapse. It is your responsibility to renew the **Friends of the Garden Membership** prior to the end of the **Term**.

### 5. Conditions of Friends of the Garden Membership

You may not:

- Sell, transfer, assign to or provide access to any person or entity the **Friends of the Garden Membership**. Only the **Friends of the Garden Membership** holder may redeem and use the **Friends of the Garden Membership**. In the event of a **Corporate Membership**, only a listed member for that membership may use the **Friends of the Garden Membership**.
- Partially pay the fee for the **Friends of the Garden Membership** ("**Fee**").
- Redeem or use the **Friends of the Garden Membership** at any other location, venue or in conjunction with any other offer, discount, gift or promotion.

We may require you to upgrade, vary or change your **Friends of the Garden Membership** in the following circumstances:

- Upgrade from a student member to a full member will be required if you have completed your studies and you are the holder of a concession membership. This upgrade will consist of you paying the pro-rata non-concession Fee to entitle you to use the Membership for the duration of the (unexpired) Membership period.
- Upgrade from a local member to a full member if you have moved from the local areas postcode 2000, 2007 & 2009. This upgrade will consist of you paying the pro-rata non-local member Fee to entitle you to use the Membership for the duration of the (unexpired) Membership period.

All membership upgrades must be in writing and appropriate Fee paid at the time of the purchase of the upgrade of Membership.

## 6. Admission to the Chinese Garden

As a condition of entry to the Chinese Garden, you must present evidence of your **Friends of the Garden Membership** including, if requested, photo identification ("**Proof of Eligibility**") to demonstrate you are eligible for a class of **Friends of Garden Membership**. If requested, you must provide **Proof of Eligibility** is required to receive local resident (postcodes 2000, 2007 & 2009) rate.

## 7. Extras

If **Extras** are included in your **Friends of the Garden Membership**, then the following additional conditions apply to your use of and access to those **Extras**.

**Friends of the Garden Membership** entitles the holder to access and use discounts and promotions at the **Chinese Garden** and participating **Extras** outlets, subject to availability and the terms and conditions of the **Extras** provider. These **Extras** exclude ticketing promotions, competitions and giveaways unless specifically notified in the terms and conditions applying to those promotions, competitions and giveaways.

We do not endorse, support, promote, guarantee or verify in any way the views, opinion or judgement of any about an **Extras** and you must exercise care and your own discretion when you use the **Extras**. **Place Management NSW** is not responsible to you or anyone else for loss suffered in connection with the use or availability of **Extras**. **Place Management NSW** excludes, to the maximum extent permitted by law, any loss which arises, or may arise as a result of the use of the **Extras**.

**Extras** outlets (including the **Extras** included by the provider) may change from time to time, and there is no guarantee that the **Extras** will be available at the time or on the date you purchase **Friends of the Garden Membership** or when you visit the **Chinese Garden**.

## 8. Gift Cards

You can purchase a gift card **Garden Membership** in accordance with the instructions set out on the **Website**. Conditions of purchasing the gift card are:

- The recipient of the gift card must comply with these **Terms and Conditions**.
- The **Term** will commence on the date of purchase of the gift card.

## 9. Variation

Our **Terms and Conditions** and any **Extras** may vary from time to time and you agree that we may update the content, form and nature of the **Terms of Use, Privacy Policy** and **Visitor Terms or substance of any Extras** at any time, without notice to you. These **Terms of Use** survive termination or expiry of the **Garden Membership**.

## 10. Links to Payment or Booking Service

If you click or use links to any payment gateway website or app or links to third party websites to process payment of the **Friends of the Garden Membership** appearing at any location on the **Website (“Payment or Booking Service”)**, you acknowledge you do so at your own risk, and in using the **Payment or Booking Service**, this may mean you are leaving the **Website** and the terms of use, privacy policies and other standards applying to that **Payment or Booking Service** will apply.

We do not endorse, support, promote, guarantee or verify in any way the views, opinion or judgement of any person, standards, information security protection, content or information about or on a **Payment or Booking Service** and you must exercise care and your own discretion when you use the **Payment or Booking Service**. **Place Management NSW** is not responsible to you or anyone else for loss suffered in connection with the use of the **Payment or Booking Service**. **Place Management NSW** excludes, to the maximum extent permitted by law, any loss which arises, or may arise as a result of the use of the **Payment or Booking Service**.

#### **11. Data about Friends of the Garden Memberships**

We log, use and disclose data about the **Friends of the Garden Memberships** as described in, and in accordance with our [Privacy Policy](#) to inform how **Place Management NSW** can better improve the use of and access to the Chinese Gardens and services **Place Management NSW** delivers.