

Terms and conditions

Tickets

Ticket sales are non-refundable. Please notify the Institute of Modern Art if you are unable to attend. Your ticket amount will be donated to the IMA, and you may request a tax-deductible donation receipt. By purchasing a ticket, you signify to the terms and conditions of this agreement.

Authenticity and validity of tickets

Entry to the IMA's 2021 Gala and Benefit Auction may be refused if the authenticity or validity of a ticket is questionable. There will be a guest list at the entry.

Conditions of entry

You may be denied entry into, or removed from, the event if the Institute of Modern Art or The Calile have reasonable grounds to do so. This includes if you breach these terms and conditions, or you are intoxicated, under the influence of illicit drugs, or adversely affecting the enjoyment of the event by others.

Indemnification

You hereby agree to indemnify and hold the Institute of Modern Art, its members, directors, officers, employees, contractors, staff, partners and the venue harmless of and from all loss, cost, expenses, or damage with respect to any injury to person or property of any kind.

Force Majeure

The Institute of Modern Art shall not be liable for delays or failures in performance or presentation of the IMA's 2021 Gala and Benefit Auction due to a cause beyond its reasonable control. This includes acts of God and the public enemy, flood, earthquake, tornado, storm, fire, civil disobedience, labour disputes, labour or material shortages, or sabotage, restraint by court order or public authority (whether valid or invalid).

Disclaimer

The Institute of Modern Art retains the right to make changes to the event at any time. This includes but is not limited to entertainment, schedule, location, ticket cost, and drinks and food service.

Privacy policy

We collect you and your guest's information when you purchase tickets or make a donation, for payment processing transactions, the guest list, and to send you emails directly related to the Gala and Benefit Auction.

COVID-19 specific conditions of entry

You acknowledge that the event may be scheduled to be held, or will be held, during a time at which one or more Government directions or regulations may be in force regarding the number of persons attending an event (or the holding of the event itself). If that is the case, then the number of persons permitted to be in or around the venue may be affected, resulting in the Institute of Modern Art being required to or deciding to (a) cancel or postpone the event; or (b) reduce the number of persons who may attend the event, in which case you may receive a refund.

You agree to comply with all Government directions, orders and regulations relevant to attending live events, which may be in place at the time of the event.

If you are attending the event as part of a group, as the primary ticket purchaser, you are responsible for knowing the contact details of all attendees in your group if these details have not been shared with the Institute of Modern Art. In the event you are contacted directly by the Government, including the Department of Health for the purposes of contact tracing, you must: (a) make the contact details of your group available to the Government (if you have the consent of each group member to do so); or (b) contact each member of your group, and request that they provide their contact details to the Government directly.

All attendees in your group, including yourself, must commit to stopping the spread of COVID-19. If at the time of the event, either you, or any other members of your group are feeling unwell or are subject to a self-quarantine or self-isolation period, you agree not to attend the event. If you do attend the event, you agree to assume all risk associated with COVID-19.

General

The term "including" when used in these terms and conditions is not a term of limitation.