

SEA LIFE SUNSHINE COAST Shark Dive Xtreme

Terms and Conditions

1. The Dive

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

2. Check-in for the experience

All divers are required to arrive and 'check-in' at SEA LIFE premises at the stated arrival time on their ticket, voucher or confirmation email. Non-arrival or arrival after this time will result in non-admittance to the dive at SEA LIFE Sunshine Coast's discretion, without refund. Missed dives after check-in time will not be re-scheduled.

3. Requirements to participate in the Dive

- i. Divers must hold a valid ticket, confirmed agent voucher or confirmation letter.
- ii. Divers must be a minimum age of 14 years of age or over, be of sound mind and be in good health to participate in the dive. Participants under the age of 18 years old must be accompanied by an adult also attending the dive.
- iii. Divers must NOT have or be experiencing cold, flu, respiratory or gastro symptoms within 48 hours of the dive.
- iv. Divers will not be permitted to wear any jewellery during the dive. All jewellery should be removed prior to arrival. Should a diver wear a piece of jewellery that cannot be removed they will be required to get prior approval from the Shark Dive Xtreme team. Photos of jewellery can be sent to the Reservations Team at the time of booking.
- iv. Divers that are hearing impaired 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.
- v. All divers will be required to sign a General Waiver and Medical 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 Sunshine Coast premises and participates in the Dive at their own risk.

4. SEA LIFE's ability to refuse participation

SEA LIFE Sunshine Coast reserves the 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. No personal equipment may be used. Exceptions may apply to prescription masks but divers must advise SEA LIFE prior to the dive.
- ii. Divers are not permitted to take any other items while diving; eg. cameras, video cameras, knives, etc.; into the aquarium other than those supplied by SEA LIFE Sunshine Coast.
- iii. All Divers must obey the directions and instructions of SEA LIFE Sunshine Coast 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 Sunshine Coast 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 Sunshine Coast remain copyright to SEA LIFE Sunshine Coast 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's prior written permission.

7. Payment

- i. SEA LIFE Sunshine Coast (Shark Dive Xtreme tickets) are non-refundable and specific to the dive specified in the booking.
- ii. A maximum of one (1) change in the dive date or time or diver identity can be made up to 7 days prior to the scheduled dive. These changes are dependent upon availability and at the discretion of the Reservations Team.
- iii. An administrative fee of \$50 per person will apply and is payable at the time of the change.
- iv. Changes within 7 days 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 Sunshine Coast in advance. SEA LIFE Sunshine Coast 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 Sunshine Coast decide that participation in a dive is unsafe, or for any other reason, at the absolute discretion of SEA LIFE Sunshine Coast.
- ii. In the event that a dive is cancelled by SEA LIFE Sunshine Coast then divers will be re-booked at the earliest possible time at the discretion of SEA LIFE Sunshine Coast. In the case of purchases bought through an agent, reimbursement for the tickets will be in line with the third party's T&Cs.
- iii. A minimum number of divers must be booked onto the allocated time slot for the dive to proceed.
- iv. There will be NO REFUND of a ticket by SEA LIFE Sunshine Coast except in accordance with these terms or as agreed in writing by SEA LIFE Sunshine Coast. 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 Sunshine Coast.
- v. Changes within 7 days of the dive will NOT be permitted.

9. SEA LIFE Sunshine Coast's liability

- i. To the extent permitted by law, SEA LIFE Sunshine Coast 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 Sunshine Coast will not be responsible for loss or damage arising from a Participant's failure to obey SEA LIFE Sunshine Coast's instructions or from any pre-existing medical or psychological condition. Further, but only to the extent permitted by law, SEA LIFE Sunshine Coast will not be responsible for loss or damage arising from any negligent act or omission of SEA LIFE Sunshine Coast or any person for whom SEA LIFE Sunshine Coast is responsible.
- ii. SEA LIFE Sunshine Coast 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 Sunshine Coast will provide storage space for the safekeeping of valuables and luggage. SEA LIFE Sunshine Coast 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 Sunshine Coast

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

11. Governing Law

These Terms are governed by the laws of Queensland, Australia. SEA LIFE Sunshine Coast and each Diver submit to the non-exclusive jurisdiction of the Courts of Queensland in respect of these Terms and any dispute between them.