

# **LINDALE EVENTS LIMITED**

## **EVENT TICKET SALES -TERMS & CONDITIONS**

Nothing in these Terms and Conditions are intended to restrict in any way any non-excludable legal rights which a person may have such as those rights relating to Consumer warranties.

### **PART A - DEFINITIONS:**

The following terms have the meanings set out in this paragraph:

#### **Complaints Procedure**

Means the procedures used by Members to resolve complaints received by their organisations.

#### **Consumer**

Means a person who holds a Ticket to an event and has used, or intends to use, that Ticket to attend a Live Entertainment Event.

#### **Industry Imposed Ticket Charges**

Means charges such as transaction fees, booking fees and credit card surcharges. It does not include costs imposed by external suppliers (e.g. Registered Post) or the State or Federal Government (e.g. carbon taxes or public transport levies).

#### **Live Entertainment Events (Events)**

References to "entertainment", performance and "events" are intended to cover all kinds of live entertainment in the widest sense of the word including, but not limited to theatre, Music, opera, dance, spectacles, arena events, festivals, concerts and all other public performances or gatherings of whatever nature for which a Presenter uses the services of the Lindale Ticketing Service.

#### **Person**

Includes a natural person or any form of legal entity.

#### **Presenter**

Means a person, promoter, producer or Venue who presents Live Entertainment Events. Actions of staff of a Presenter will be taken to be the actions of the Presenter.

#### **Ticket**

Means the revocable license granted to the Consumer to be admitted entry to a Live Entertainment Event or to a Venue, subject to the Terms and Conditions of Sale and is evidenced by any voucher, coupon, card, badge, document or other form of identification device. Other forms of evidence may include, without limitation, admission devices in the form of an electronic barcode, a paper ticket, wristband, members card or a credit card.

The right of admission to a given Event may also include the right to be admitted to a designated area or a seat in a designated seating area.

#### **Ticketing Service Provider (TSP)**

Means a person who is authorised by a Venue or Presenter to provide goods and services relating to ticketing and Ticket sales for a Live Entertainment Event. The term includes reference to a person authorised by the Presenter to sell tickets as part of a package with travel, hospitality or accommodation benefits.

#### **Valid Ticket**

Means a Ticket that has been dealt with in a way that does not breach the Terms and Conditions under

which it was sold or distributed by a Member.

**Venue**

Means the physical boundary of the place where the relevant Live Entertainment Event is being held, or an entity, company or person responsible for the holding of the relevant Live Entertainment Event.

**Venue Manager**

Means the owner, proprietor or manager of a Venue. The actions of staff of the Venue Manager and Venue will be taken to be actions of the Venue Manager.

**PART B - GUIDELINES FOR CONSUMERS**

**TERMS AND CONDITIONS OF SALE AND ENTRY**

1. The Terms and Conditions of Sale and Entry (Terms and Conditions) set out the license conditions applicable to a Ticket.
2. Agreement with the Terms and Conditions will be a condition of purchase. If a Consumer has indicated their agreement to the Terms and Conditions then the Consumer will be bound by those Terms and Conditions.
3. The license conditions remain in effect even when the person in possession of the Ticket changes. The resale of a Ticket does not nullify the Terms and Conditions of the original Ticket sale. Any subsequent bearer of the Ticket is bound by those Terms and Conditions.
4. If a Tickets Terms and Conditions have not been complied with, Tickets can be cancelled and a Consumer is not entitled to a refund.

**TICKET SCALPING**

5. Lindale Events Ltd (LEL) does not condone the resale (or offer for resale) at a premium of Tickets purchased from Members except where such resale is authorized by the Presenter. LEL considers that the unauthorised resale of tickets at a premium (commonly called Ticket scalping) constitutes a breach of the Terms and Conditions of sale of the Ticket and therefore LEL reserves the right to refuse to honour a Consumers rights if the Consumer has purchased their Ticket from an unauthorised source.
6. The resale of tickets in certain circumstances is governed by ticket sales legislation and may attract criminal penalties. Activities involving the resale of Tickets that come to the attention of Members may be referred to the relevant authorities.

**LOST, STOLEN OR INVALID TICKETS**

7. A Consumer should ensure the validity of their Ticket by purchasing Tickets only from Ticketing Service Providers authorised by the Presenter or Venue. If Tickets for reserved seats are reported lost or stolen, it may be possible for the Ticketing Service Provider to replace them provided the person claiming to have lost their Ticket is not engaging in deception or fraud. However, not all Tickets can be traced and a Consumer should safeguard against loss or theft by treating all Tickets purchased in advance like cash. For General Admission tickets, LEL reserve the right to refuse offer of a refund for lost or stolen Tickets.

**RIGHT TO REFUSE ENTRY**

8. The circumstances in which a Presenter or Venue Manager may refuse entry to the Venue to a Consumer include, but are not limited to, any of the following circumstances:
  - a) where a Consumer cannot produce a Valid Ticket;
  - b) where a concession Consumer cannot produce proof of their concession entitlement where a concession Ticket has been purchased;

- c) where a Consumer produces a Ticket that has been identified by the Presenter or Venue Manager as having been sold or offered for resale for a profit by any person or organisation that is not authorised by the Presenter, Venue or Ticketing Service Provider;
- d) where a Consumer produces a Ticket that is not an original, been subject to duplication, handled or dealt with in a way that is contrary to its Terms and Conditions of sale;
- e) where a Consumer has in his or her possession or refuses to surrender to the Venue any prohibited object or article that is not permitted to be brought into or used in that Venue;
- f) where a Consumer refuses to undergo a physical search or a search of their possessions and the conditions of entry state that a search may be required; or,
- g) where a Consumer is behaving in a manner which may cause property damage or that threatens the safety of performers, other Consumers, or any other persons.

#### **RIGHT TO EVICT A CONSUMER**

9. The circumstances in which a Presenter or Venue may evict a Consumer from the Venue include, but are not limited to, any of the following:

- a) where a concession Consumer cannot produce proof of their concession entitlement where a concession Ticket has been purchased;
  - b) where a Consumer has in his or her possession or refuses to surrender any prohibited object or article, including but not limited to photographic or recording equipment, food or alcohol, that is not permitted to be brought into or used in that Venue;
  - c) where a Consumer is behaving in a manner which may cause property damage or that threatens the safety of performers, other Consumers, or any other persons;
  - d) where a Consumer is behaving in a manner that unreasonably interferes with other Consumers enjoyment of the Event, including the use of cameras, mobile phones or paging devices;
  - e) where the Consumer otherwise breaches the Venues conditions of entry or fails to follow the reasonable directions of Venue staff; or
  - f) where a Consumer refuses to remain in the area or seat designated on their Ticket.
- Patrons should be warned that they can be removed on these grounds, either via notices in the foyer, by the pre-show announcements, or through the Tickets Terms and Conditions of sale.

10. Presenters and Venues reserve the right to refuse admission to a Consumer who arrives late to a Venue or a part of the Venue.

#### **COMPLAINTS, REFUNDS & EXCHANGES**

11. Non-compliance with the terms and conditions will not automatically give rise to a refund to the Consumer of a Ticket purchase price. Members and Consumers should refer to paragraphs 12- 19 below for information regarding refunds and exchanges.

12. Consumers who wish to make a complaint about an Event may do so in accordance with the following provisions:

- a) **Prior to the Event:**  
If the incident giving rise to the complaint occurs prior to the Event, the Consumer should address the complaint to the Ticketing Service Provider, Presenter or Venue Manager, whomever is available.
- b) **During the Event:**
  - i. If the incident giving rise to the complaint occurs during the Event, the Consumer should lodge a complaint with the Venue Manager within 30 minutes of the commencement of the Event.
  - ii. A Venue Manager, having verified the existence of a problem that may give rise to a complaint, should make all reasonable attempts to rectify the problem, including

reseat the Consumer.

- iii. Where a complaint is rectified, no refund will be available to the Consumer.
- iv. Where a complaint is not rectified a Venue Manager, at his or her discretion, may provide to the Consumer an exchange option to another performance of the same Event, or may offer the Consumer a full or partial refund. The Consumer has no right to attend the remaining portion of the Event for which the exchange or refund has been made.

c) **Subsequent to the Event:**

- i. If the complaint is made subsequent to the Event, the Ticket Holder should contact the Venue who should assist and advise the Consumer to whom they should report the complaint to have it addressed.
- ii. Should a Consumer be eligible for a refund, Consumers should apply for a refund in a timely manner in accordance with this Code and the and, where possible, before the date of any re-scheduled Event. A timely manner is considered to be Within five working days of the Event.

13. In order to verify the authenticity of the original Ticket(s), proof of purchase may be required, and any refund may not necessarily be available at the Venue at the time the complaint is made.

14. Where a Consumer applies for a refund only on the grounds that an Event does not meet his or her expectations, the Presenter/Venue Manager is not required to provide a refund. The Presenter and Venue Manager acknowledge that a Consumer may have remedies under any relevant Trade Practices or Fair Trading Laws.

15. A Presenter or Venue Manager will not be required to provide an exchange option or refund where a performance has been made by an understudy in the place of a main performer, and Consumers have been made aware of the use of an understudy at the time of the Event.

16. A Presenter or Venue Manager will not be required to provide an exchange option or refund where the Consumer is unable to attend for reasons including illness, transport failure or delay, or chooses not to attend the original Event for which the Consumer purchased the Ticket. Consumers are encouraged to obtain sufficient ticket or travel insurance cover for such circumstances.

17. Under no circumstances will a Presenter, Venue Manager or Ticketing Service Provider be required to reimburse a Consumer for auxiliary expenses incurred by the Consumer in his or her attendance, or non-attendance, of a cancelled or re-scheduled Event. Auxiliary expenses include, but are not limited to, the cost of travel, car parking, child-care and accommodation. Consumers are encouraged to obtain sufficient ticket or travel insurance cover for such expenses.

18. A Presenter or Venue Manager will not be required to provide an exchange option or refund where the Consumer has been refused entry or evicted from the Venue in any of the circumstances outlined in paragraphs 9, 10 and 11 above.

19. A Consumer making a complaint to a Presenter or Venue Manager should identify himself or herself in the same form of name and address as used at the time of purchase of the Ticket.

**TERMS AND CONDITIONS OF SALE AND ENTRY**

20. Terms and Conditions remain in effect even when the Ticket changes hands. The reselling of a Ticket, or a breach of the Terms and Conditions by the original purchaser, does not nullify the terms and conditions of the original Ticket sale. Any subsequent ticket holder is bound by those Terms and

Conditions. However, if a Ticket has been obtained from an unauthorised re-seller, the subsequent Ticket holder cannot access the refund and exchange entitlements granted to other Consumers under this Code (refer clause 20).

#### **CANCELLED OR RE-SCHEDULED EVENTS**

21. The Presenter and Venue Manager will use their best endeavours to advise Consumers as soon as practicable, when an Event is re-scheduled or cancelled.

22. If an Event is cancelled or rescheduled:

- a) **Prior to the Event**, The Presenter or Venue Manager will make reasonable endeavours to ensure that, where an Event is cancelled, a Consumer is entitled to seating in a similar location at a re-scheduled Event.
  - i. if the Consumer is unable to attend the re-scheduled Event, or if the Event is not re-scheduled, the Presenter will ensure that the Consumer receives a full refund of the Ticket price and other industry imposed Ticket charges;
  - ii. Consumers should apply for a refund in a timely manner and, where possible, before the date of any re-scheduled Event. A timely manner is considered to be within five working days of the Event;
  - iii. A Consumer will not be entitled to a refund for a cancelled or re-scheduled event if they received a free or complimentary ticket.
- b) **During or mid-Event**, Where the Event is curtailed by in excess of 50% of the scheduled Event time, the Presenter or Venue Manager may determine that a partial refund may apply, and if so, the Consumer should receive compensation that may include a refund of an amount or credit that is reasonable in the circumstances. When considering what is fair and reasonable in the circumstances, Presenters may have regard to how substantial an amount of the Event has been performed.

23. Under no circumstances will a Presenter, Venue Manager or Ticketing Service Provider be required to reimburse a Consumer for auxiliary expenses incurred by the Consumer in his or her attendance, or non-attendance, of a cancelled or re-scheduled Event. Auxiliary expenses include, but are not limited to, the cost of travel, car parking, child-care and accommodation. Consumers are encouraged to obtain sufficient ticket or travel insurance cover for such circumstances.

#### **REFUNDS AND EXCHANGES GENERAL INFORMATION**

24. A Presenter or Venue Manager will not be required to provide an exchange option or refund where the Consumer has been refused entry or evicted from the Venue in any of the circumstances outlined in paragraphs 8, 9 and 10 above.