



## General Ticket Sales Terms and Conditions

Before proceeding to purchase tickets from us, please read these Terms and Conditions carefully. These Terms and Conditions may be varied at any time and any variations become effective immediately upon notification on our website and any third party ticketing channels so you should check these Terms and Conditions from time to time. In these Terms and Conditions, the expressions 'we', 'us' and 'our' are a reference to UPLIT Association Inc.

## Application of Terms

By purchasing a ticket from us (online or over the phone), through our event specific Box Offices or an authorised third party sales channel, you acknowledge and agree to comply with these Terms and Conditions and any other laws or regulations which apply to the purchase of such tickets or the use of our website. If you do not agree to these Terms and Conditions then you must refrain from purchasing any tickets from us.

## Ticket purchases

- (1) Tickets are only valid if they are purchased through us, our Box office or an authorised third party ticketing agent.
- (2) Ticket sales are subject to availability and purchase of tickets may be limited to a specified number of tickets as notified by us from time to time. We may cancel orders or refuse to accept orders which we believe are placed in excess of any such notified limitation.
- (3) Where a reserve period has been specified on the purchase of tickets, the period of time will be strictly observed. If the ticket has not been purchased by the end of the reserve period, we may release the reserved ticket back into sale for purchase by another customer.

## Pricing and Payment

- (1) All prices quoted are in Australian dollars and exclude GST.
- (2) Your ticket is your tax invoice and receipt.
- (3) Prices are subject to change without notice.
- (4) A transaction fee may apply to your ticket purchase and you will be notified of the transaction fee that is applicable to your ticket prior to purchase.
- (5) You warrant that you have the authority to make payment for your ticket and that you own/hold or have express permission of the owner/holder of the credit card or other payment facility to purchase the ticket.
- (6) If the amount you pay for your ticket is incorrect (regardless of whether the error arose due to an advertising error online or otherwise communicated to you, human error or technical malfunction), we may cancel the ticket and refund to you the amount that you paid and may offer a replacement ticket to you at the correct price.
- (7) You warrant that you are the holder of a current UPLIT Association Inc. membership when you purchase members' discounted tickets. We may cancel your ticket purchase or request the balance of ticket prices where we consider that your membership is not current at the time of purchase. For clarity, we do not recognise memberships to any other organisation as transferrable to any ticket purchased from us (except where expressly agreed by us).

## Delivery, Collection and Printing of Tickets

- (1) Delivery of tickets by us will only be made upon receipt of full payment. Tickets may be sent electronically to the email address provided, or may be collected from our event specific Box Offices (please see website for specific details of our event specific Box Offices).
- (2) Where tickets are collected from our event specific Box Office, we will require proof of identity before releasing tickets to you. Tickets must be collected by the ticket purchaser unless otherwise agreed by us prior to collection.
- (3) Where ticket purchases are made through an agent other than us, ticket delivery will be subject to the terms and conditions of that agent (as notified by that agent).

## User Account

- (1) Prior to purchasing a ticket through our website, you may be required to register for a user account and to nominate an email address and password for your account. You must maintain the confidentiality and security of your user account (including user name and password) and not provide it to any other person.
- (2) You are responsible for your use of our website and all transactions conducted using your account. If you become aware of any unauthorised use of your account, you must notify us immediately and reset your password.

## Transferring tickets

- (1) Tickets may be transferred to any person other than the ticket purchaser as expressly agreed by us verbally or in writing.
- (2) Where the ticket is a concession or member discounted ticket, we may require the balance to be paid if the ticket is transferred to a non-member or non-concession card holder.

## Venues and conditions of entry

- (1) Our events are presented at various venues throughout Queensland and your entry to those venues may be subject to the conditions of entry relating to that particular venue.
- (2) By attending an event at a particular venue, you agree to comply with that venue's conditions of entry and any other conditions that may apply to that venue.
- (3) The use of photographic or recording devices of any kind will be subject to the particular venue's conditions of entry and bags and possessions may be inspected prior to admissions to the venue.
- (4) You may be refused entry or required to leave the venue if you do not comply with the venue's conditions of entry.
- (5) To the extent permitted by law, we will not exchange or refund tickets purchased through us in circumstances where we consider you have breached the venue's conditions of entry.
- (6) You may obtain a copy of the venue's conditions of entry by contacting the event venue directly.

## Changes and Cancellations

- (1) We may add, withdraw or substitute artists, vary advertised programs, vary ticket prices, performance times, venue, seating arrangement or audience capacity without notice.
- (2) If an event is cancelled, rescheduled or significantly relocated we will attempt to notify ticket holders of the cancellation or change.

## Exchanges and Refunds

- (1) To the extent permitted by law, tickets will not be refunded or exchanged except where:
  - a. we cancel the event for reasons which are within our control;
  - b. the content of the event is substantially altered by changes that we make;
  - c. we make minor alterations to the content of the event and as a consequence we may offer an exchange for other tickets that we sell of the same or lesser value of the original ticket price up to a period of 12 months from the date of the minor alteration to the content of the event; or
  - d. an event has been cancelled or prevented from occurring due to reasons beyond our control and as a consequence we may offer an exchange for other tickets that we sell of the same or lesser value of the original ticket price up to a period of 12 months from the date the event was cancelled or prevented from occurring.
- (2) To the extent permitted by law, we will not reimburse you:
  - a. for auxiliary expenses (such as the cost of travel, car parking, child-care and accommodation) or other consequential loss suffered by you in connection with your purchase of tickets or attendance or non-attendance at an event; or
  - b. for any amount beyond the face value of the ticket plus any transaction fee.

## Children's Events and Minors

- (1) All persons under the age of 15 must be accompanied by an adult or guardian at any of our events. Proof of age may be required.
- (2) Any person under the age of 15 attempting to enter any of our events without an adult guardian may be refused entry to the venue. Tickets will not be exchanged or refunded in circumstances contemplated by this section, unless required by law.

## Intellectual property rights statement

- (1) All intellectual property rights in our website, including design, text, graphics, logos, icons, sound recordings and all software relating to this website belong to or are licensed by us. These intellectual property rights are protected by Australian and international laws.
- (2) You may not in any form or by any means copy, adapt, reproduce (other than for the purpose of viewing the website in your browser), store, modify, distribute, print, upload, display, perform, remove any credits, publish post frame within another website or create derivative works from any part of our website or commercialise any information obtained from any part of our website without our prior written permission or, in the case of third party material, from the owner of the intellectual property rights in that material.

## Privacy

- (1) We may collect, use and hold personal information about you, including but not limited to your name, address and bank account details. We collect your personal information to process your purchases, to provide services to you or someone else you know, to provide you with promotional material including newsletters and e-bulletins about the services we offer and to facilitate our internal business processes. If the personal information you provide is incomplete or inaccurate, we may not be able to provide you with the services you seek.
- (2) We may disclose personal information about you to our related entities and affiliated organisations and service providers who assist us in operating our business (for instance third party service providers). These third party service providers may be based overseas, or may use overseas infrastructure in United States of America.
- (3) Our Privacy Policy (available on our website <https://uplit.com.au> or on request) sets out how you can access and ask for correction of your personal information, how you can complain about privacy-related matters and how we respond to complaints.

## Linked websites

Our website may contain links to other websites. The links are provided for convenience only and may not remain current or be maintained. We are not responsible for the content or privacy practices associated with linked websites

## Secure data

Unfortunately, no data transmission over the internet can be guaranteed as totally secure. We do not warrant and cannot ensure the security of any information which you transmit to us. Accordingly, any information that you transmit to our website is transmitted at your own risk. If you become aware of any problems with the security of the data or our website, please contact us immediately.

## Warnings

- (1) You must ensure that your access to our website is not illegal or prohibited by laws which apply to you.
- (2) We do not warrant the accuracy, adequacy or completeness of the information, nor do we undertake to keep our website updated. The information on our website is not, and is not intended to be, advice. You should not act or refrain to act on the basis of any of the material on our website without first satisfying yourself as to the truth or accuracy of all information given.
- (3) We do not accept responsibility for loss suffered as a result of reliance by you on the accuracy or currency of information contained on our website.

- (4) You must take your own precautions to ensure that the process that you employ for accessing our website does not expose you to the risk of viruses, malicious computer code, or other forms of interference which may damage your own computer system. For the removal of doubt, we do not accept responsibility for any interference or damage to your own computer system which arises in connection with your use of our website or any linked website.

## **Limitation of Liability**

- (1) We are not liable for any loss or damage, however caused (including, but not limited to, by our negligence) suffered by you in connection with these Terms and Conditions, your purchase of a ticket or your attendance at a particular venue or event.
- (2) If the *Competition and Consumer Act 2010* (Cth) or any other legislation states that there is a guarantee in respect of goods or services supplied, and our liability for breach of that guarantee may not be excluded but may be limited, our liability for such breach is limited to, in the case of a supply of goods, replacing the goods or supplying equivalent goods or repairing the goods, or in the case of supply of services, supplying the services again or paying the cost of having the services supplied again.

## **Indemnity**

You agree to indemnify us for all damages, losses, penalties, fines, expenses and costs (including legal costs) which arise out of or relate to your purchase of a ticket, attendance at a particular venue or event or any information that you provide to us when you make a purchase from us.

## **Governing law and jurisdiction**

If a dispute arises regarding these Terms and Conditions, the laws of Queensland will apply. In relation to any such dispute, you agree to submit to the non-exclusive jurisdiction of the courts of Queensland. If you purchase tickets from us in a jurisdiction other than Queensland, you are responsible for compliance with the laws of that jurisdiction, to the extent that they apply.