



# Orange F.O.O.D Week - Ticket Purchases Conditions of Sale

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## TERMS AND CONDITIONS OF SALE

The use of "we", "us", "our" or "MyGuestlist" in this document refers to MyGuestlist Pty Ltd and our personnel and MyGuestlist Inc and its personnel.

MYGUESTLIST provides venue operators and event managers ("Event Holders") with a service which allows them to sell tickets ("Tickets") to events held or managed by those Event Holders ("Events").

MYGUESTLIST will permit you, the customer, to place orders and pay for orders for Tickets and Merchandise in respect of Events.

Your use of the Service and your purchase of Tickets, Merchandise or payment for Vouchers is governed by the terms and conditions set out below ("this Agreement"). This Agreement forms a binding legal agreement between you and MYGUESTLIST. You should read the terms and conditions of this Agreement carefully.

Without limiting the way in which you may be bound by this Agreement, by signing a document agreeing to be bound by this Agreement, by clicking a button on your computer screen including your acceptance of this Agreement, or by proceeding to purchase any Tickets, Merchandise or Vouchers through the Service, you will be deemed to have accepted and will be bound by the terms and conditions of this Agreement.

## THE SERVICE

MYGUESTLIST will provide you with the following ("Service"):

- A secure payment facility to enable you to pay for Tickets, Merchandise and Vouchers for Events held by Event Holders.
- The supply and delivery to you of Tickets which you have purchased if required. Such Tickets if required will be delivered in an electronic PDF format nominated by you at the time of purchase which will be either to print the Ticket as displayed to you on screen, send you an email containing the Ticket as an attachment or send your Ticket to you as an SMS to your mobile phone. If MYGUESTLIST is not supplying a ticket for a particular event, then the Event Holder will be responsible for supplying a ticket to you.

MYGUESTLIST will not be responsible for the supply or delivery of Merchandise to you. The Event Holder or its representatives are responsible for supplying Merchandise to you.

The above Service constitutes MYGUESTLIST's only obligations to you in respect of the supply of Tickets, Merchandise or payment of Vouchers.

MYGUESTLIST may refuse to sell or supply any Tickets or Merchandise to you or process any payment of Vouchers made by you at any time in its sole and absolute discretion including, without limitation, where you use the Service in an illegal, fraudulent, offensive or unethical manner or make any use of the Service which in MYGUESTLIST's sole opinion is likely to bring MYGUESTLIST into disrepute or to impact the use of the Service by MYGUESTLIST's other customers.

## **CONDITIONS OF SALE**

- The following conditions apply to the sale of Tickets and Merchandise and payment of Vouchers and also to your attendance at an Event:
- Tickets, Merchandise and Vouchers must be paid for by credit card or other alternate payment methods offered by MYGUESTLIST from time to time. A purchase will not be processed unless you correctly provide all information requested by MYGUESTLIST at the time of purchase.
- MYGUESTLIST may charge a fee for the replacement of Tickets which are lost or stolen. MYGUESTLIST will be under no obligation to replace general admission Tickets (which are Tickets where seating is not allocated).
- The right of admission is reserved and is subject to the Event Holder's and the respective venue's terms of admission, copies of which may be obtained from the Event Holder. Late arrival may result in admission to the Event being refused.
- If a concession Ticket is purchased, you may be required to provide valid identification to substantiate any concession at the time of collection of the Tickets or entry to the relevant venue.
- The Event may ban cameras, audio and video recording equipment.
- Events may be broadcast on television, radio or over the internet. As a result of your attendance at the Event, you may appear in these broadcasts with or without your knowledge or consent.
- It may be a condition of entry to individual Events that a search of person and / or their possessions will be required at the time of the entry to the relevant venue.
- Entry may be refused to an Event if Tickets are damaged or defaced in any way or are not purchased from MYGUESTLIST or other authorised points of sale.
- You must not, without the prior written consent of MYGUESTLIST or the Event Holder, resell or offer for sale any Tickets you have purchased at a premium to their purchase price. You cannot resell the Tickets on an online auction site. If a Ticket is sold or used in breach of this condition, the Ticket may be cancelled without a refund and the holder of the Ticket may be refused admission to the Event.
- In addition to the price you pay for Tickets, Merchandise or Vouchers, you may be required to pay certain fees and charges which MYGUESTLIST imposes from time to time including, without limitation, any booking fees or handling charges.
- GST and other taxes may apply to the sale/purchase/payment of Tickets, Merchandise or Vouchers. Unless otherwise stated at the time of payment, the prices of Tickets, Merchandise or Vouchers will be inclusive of GST and other applicable taxes.

- There is no refund or exchange on any Voucher, Ticket or Merchandise except as required by law and as otherwise specified by the Event Holder. If a refund is made, MYGUESTLIST may, to the extent permitted by law, retain any booking fee or other fees and charges which MYGUESTLIST has charged you.
- You acknowledge that the Event Holder may add, withdraw, reschedule or substitute artists, acts, entertainment, and/or vary advertised programs, prices, venues, seating arrangements and audience capacity.
- You acknowledge that the resale of Tickets in certain circumstances may breach certain laws (including, without limitation, laws related to scalping).
- When purchasing your Tickets or Merchandise, you must allow sufficient time for their collection and delivery prior to the Event.

## **LIABILITY AND DISCLAIMER**

Tickets, Merchandise and Vouchers are sold/provided by MYGUESTLIST on behalf of the Event Holder. Any legal agreement or contract in relation to the sale of Tickets, Merchandise or Vouchers ("Supply Agreement") is between you and the Event Holder. MYGUESTLIST's only obligation to you in respect of an Event is the provision of the Service in accordance with this Agreement.

You agree that MYGUESTLIST will not be liable or responsible to you for any act, omission or negligence in connection with an Event nor for any act, omission or negligence of the Event Holder in any way whatsoever including, without limitation:

- Any failure of the Event Holder to fulfil any other obligation to you, including, without limitation, any obligation arising under any law.
- Any failure of the Event Holder to honour any representations, warranties, undertakings or fulfil their other obligations in respect of the Event, the supply of Tickets or Merchandise
- Any failure of the Event Holder to comply with the terms of the Supply Agreement.

You acknowledge that MYGUESTLIST has made no warranties that the Service will be error free.

You agree that MYGUESTLIST will not be liable or responsible for any failure in, or delay to, the provision of the Service or in MYGUESTLIST complying with its obligations under this Agreement where such failure or delay has arisen as a direct or indirect result of:

- a significant demand being placed on MYGUESTLIST's services which is above the usual level of demand and which results in a failure of MYGUESTLIST's software and hardware to function correctly;
- fire, earthquake, storm, flood, hurricane, inclement weather or other act of God, war, terrorism, explosion, sabotage, industrial accident or an industrial strike;
- denial of service attacks, telecommunications failure, hardware failure or the failure of software provided by a third party to function in accordance with its specifications;
- the failure of any third party (including without limitation, any bank or other financial organisation) to fulfil any obligations to MYGUESTLIST; or
- any other circumstances or event similar to the above which are beyond the reasonable control of MYGUESTLIST.

You acknowledge that MYGUESTLIST has not made and will not make any express or implied warranties in relation to the Service or any other goods or services provided by MYGUESTLIST under

this Agreement, other than those warranties contained in this Agreement. Subject to the following, any term that would be implied into this Agreement, including without limitation any condition or warranty, is hereby excluded.

Subject to the following, you agree that MYGUESTLIST will not be liable in respect of any claim by you (whether contractual, tortious, statutory or otherwise) for any direct, special, incidental, indirect or consequential damages or injury including, but not limited to, any loss of profits, contracts, revenue or data arising out of or in connection with the provision of the Service or the provision of any other goods or services under this Agreement and whether as a result of any breach or default, by MYGUESTLIST. The maximum liability of MYGUESTLIST under this Agreement for any and all breaches of this Agreement will not exceed the total amounts paid by you for any Tickets, Merchandise or Donations.

If the Trade Practices Act 1974 (Cth) (or analogous legislation) applies to this Agreement and permits the limitation of liability for breach of warranty implied by statute, the liability of MYGUESTLIST is limited, at the option of MYGUESTLIST, to:

- in the case of goods, any one or more of the following:
  - the replacement of the goods or the supply of equivalent goods;
  - the repair of the goods;
  - the payment of the cost of replacing the goods or of acquiring equivalent goods; or
  - the payment of the cost of having the goods repaired; and
- in the case of services:
  - the supplying of the services again; or
  - the payment of the cost of having the services supplied again.

Any of the terms and conditions of this Agreement which limit or exclude any term, condition or warranty, express or implied, or the liability of MYGUESTLIST will apply to the extent permitted by law and will not be construed as excluding, qualifying or limiting your statutory rights or remedies arising by virtue of the breach of any implied term of this Agreement where such exclusion, qualification or limitation would be prohibited by statute.

#### **F.O.O.D WEEK SIGNATURE EVENT TICKET REFUNDS**

A refund (less \$20 per ticket) will be given at purchaser's request BEFORE 1st April. After that date, no refunds will be made.

#### **CONTACT**

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