

Terms of Use

WELCOME TO TICKETMASTER RESALE

This document, as amended from time to time in accordance with its terms, ("Terms of Use") sets out the terms and conditions that govern use of the Ticketmaster Resale website at resale.ticketmaster.com.au ("Site"). By using or visiting the Site, you expressly agree to be bound by the Terms of Use and to follow the Terms of Use and all applicable laws and regulations governing the Site. Ticketmaster Australasia Pty Ltd ABN 49 089 258 837 and resale.ticketmaster.com.au (collectively "Ticketmaster Resale") reserve the right to change the Terms of Use at any time, effective immediately upon posting on the Site. Please check this page of the Site periodically as Ticketmaster Resale will note when there are updates to the Terms of Use at the bottom of the Terms of Use. Your continued use of the Site will constitute your acceptance of the revised Terms of Use. If you do not agree with the terms of any revised version of the Terms of Use, please do not continue to use the Site. Subject to any rights and remedies that you may have under the Australian Consumer Law, if you violate the Terms of Use, Ticketmaster Resale may terminate your use of the Site, bar you from future use of the Site, remove your ticket listings from the Site, cancel any order for tickets you have made and/or take any other appropriate legal action against you.

PERMITTED USE

You agree that you are only authorised to visit, view and to retain a copy of pages of the Site for your own personal use and that you shall not duplicate, download, publish, modify or otherwise distribute the material on the Site for any purpose other than to review event and promotional information, for personal use or to sell or purchase tickets strictly in accordance with the Buyer Agreement and Seller Agreement (which are available on the Site), unless otherwise specifically authorised by Ticketmaster Resale to do so. You also agree not to deep-link to the Site for any purpose, unless specifically authorised by Ticketmaster Resale to do so. The content and software on the Site is the property of Ticketmaster Resale and/or its suppliers and is protected by Australian and international copyright laws. Ticketmaster Resale may post a legal notice and various credits on pages of the Site which must not be removed. Please do not remove any legal notice or any credits or any additional information contained along with the notices or credits.

BUYER AND SELLER AGREEMENT

Please review the [Buyer Agreement](#), which will govern the purchase of any tickets by you through the Site, and the [Seller Agreement](#), which will govern the sale of any tickets by you through the Site.

Truthfulness and Accuracy of the Information You Provide; Complying with Laws; Verifications and Authorisations

The sale and purchase of tickets to entertainment events is regulated by certain states and cities. You may be asked to provide information during processes you engage in on the Site. You represent and warrant that all information you provide will be true, complete and correct, and that you will update all information as it changes. You also acknowledge that complying with laws is your responsibility, and you agree not to hold us liable for your failure to comply with any law or our failure to notify you of, or properly apply, any law. If Ticketmaster Resale is unable to verify or authenticate any information you provide during any registration, ordering, purchase, ticket listing, sale, authentication, delivery, payment or remittance process, or any other process, or if Ticketmaster Resale is no longer able to verify or authorise your credit or debit card or bank account information, you may be prohibited from using the Site.

USER CONTRIBUTIONS TO THE SITE

From time to time, the Site may provide you with opportunities to contribute to the Site, which may include, but not be limited to, uploading your user profile, participating in chats and using bulletin boards. Anything that is contributed to the

Site by you or other Site users will be referred to in the Terms of Use as "User Content". Ticketmaster Resale is not liable or responsible for any User Content. The contributions of third parties do not necessarily represent the view or opinions of Ticketmaster Resale. Ticketmaster Resale cannot preview User Content before it appears. Users can be held liable for any illegal or prohibited User Content they provide to the Site, including, among other things, infringing, defamatory or offensive materials. If you discover this kind of material on the Site, please notify us at resale.service@ticketmaster.com.au and Ticketmaster Resale will investigate your claim and may then take the actions deemed appropriate.

LINKS AND SEARCH RESULTS

The Site may automatically produce search results that reference or link to third party sites throughout the World Wide Web. Ticketmaster Resale has no control over these sites or the content within them. Ticketmaster Resale cannot guarantee, represent or warrant that the content contained in these sites is accurate, legal and/or inoffensive.

Ticketmaster Resale does not endorse the content of any third party site, nor do Ticketmaster Resale warrant that the site will not contain viruses or otherwise impact your computer. By using the Site to search for or link to another site, you agree and understand that you may not make any claim against Ticketmaster Resale for any damages or losses, whatsoever, resulting from your use of the Site to obtain search results or to link to another site. If you have a problem with a link from the Site, please notify us at resale.service@ticketmaster.com.au and Ticketmaster Resale will investigate your claim and take any actions Ticketmaster Resale deems appropriate in our sole discretion.

PROHIBITED CONTENT

The following is a partial list of the kind of User Content which is illegal or prohibited on the Site, being User Content that:

- is patently offensive to the online community, such as User Content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- could be harmful to minors;
- harasses or advocates harassment of another person;
- involves the transmission of "junk mail", "chain letters" or unsolicited mass mailing or "spamming";
- promotes information that is known to be false, misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
- promotes an illegal or unauthorised copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices or providing pirated music or links to pirated music files;
- contains restricted or password only access pages or hidden pages or images (those not linked to or from another accessible page);
- displays pornographic or sexually explicit material of any kind;
- provides material that exploits people under the age of 18 in a sexual or violent manner or solicits personal information from anyone under 18;
- provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy or providing or creating computer viruses;
- solicits passwords or personal identifying information for commercial or unlawful purposes from other users; and
- is the carrying out, or promotion, of commercial activities without our prior written consent, such as contests, sweepstakes, barter, advertising and pyramid schemes.

OFFLINE CONDUCT

Although Ticketmaster Resale cannot monitor the conduct of users off the Site, it is also a violation of the Terms of Use to use any information obtained from the Site in order to harass, abuse or harm another person, or in order to contact, advertise to, solicit or sell to any Site user without their prior explicit consent.

COMMERCIAL USE

No bulletin board, chat or other areas of the Site may be used by you for any commercial purposes such as to conduct sales of tickets, merchandise or services of any kind, except for the "Buy tickets" and the "Sell tickets" areas of the Site which may be used to buy and sell tickets strictly in accordance with the Buyer Agreement and Seller Agreement. You must obtain our prior written consent to make commercial offers of any kind (other than the offer to sell tickets strictly in accordance with the Seller Agreement), whether by advertising, solicitations, links or any other form of communication. Without limiting the foregoing, you must not use the Site to link to other sites for the purpose of selling tickets of any kind. Ticketmaster Resale reserve the right to block access to the Site or Ticketmaster Resale's other services, remove any ticket listing on the Site or cancel a ticket order made through the Site with respect to any person believed to be, or believed to be acting in concert with any person who is believed to be, violating the law or the Terms of Use or Ticketmaster Resale's rights or utilising automated means to process or place ticket orders. Violating any limitations or terms on the Site will be deemed to be a violation of the Terms of Use.

ACCESS AND INTERFERENCE

You agree that you will not use any robot, spider or other automatic device, process or means to access the Site. Nor shall you use any manual process to monitor or copy pages of the Site or the content contained thereon or for any other unauthorised purpose without our prior expressed written permission. You agree that you will not use any device, software or routine that interferes with the proper working of the Site nor shall you attempt to interfere with the proper working of the Site. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure. You agree that you will not access, reload or "refresh" transactional event or ticket listing pages, or make any other request to transactional servers, more than once during any three second interval. You agree that you will not copy, reproduce, alter, modify, create derivative works or publicly display any content (except for your own personal, non-commercial use) from the Site without the prior expressed written permission of Ticketmaster Resale.

UNAUTHORIZED USE OF THE SITE

Any illegal or unauthorised use of the Site shall constitute a violation of the Terms of Use. You do not have permission to access the Site in any way that violates, or in the course of violating, the Terms of Use. Illegal or unauthorised use of the Site includes, but is not limited to, using the site to facilitate illegal ticket sales, unauthorised framing of or linking to the Site or unauthorised use of any robot, spider or other automated process on the Site. It shall also be a violation of the Terms of Use for any individual (or group of individuals acting in concert) to request more than 1000 pages of the Site in any twenty-four hour period (hereafter referred to as "Abusive Use").

SUSPECTED VIOLATION OF THE TERMS OF USE OR LAW; EQUITABLE RELIEF, AND LIQUIDATED DAMAGES

Violations of the Terms of Use, including unauthorised use of the Site, may be investigated and appropriate legal action may be taken by Ticketmaster Resale, including (without limitation) civil, criminal and injunctive redress. Subject to any rights and remedies you may have under the Australian Consumer Law, you acknowledge and agree that in Ticketmaster Resale's sole discretion, and without prior notice, Ticketmaster Resale may terminate your access to the Site, cancel any ticket order you have made, remove your ticket listings, remove any unauthorised User Content or exercise any other remedy available, if Ticketmaster Resale believes that your conduct or the conduct of any person with whom Ticketmaster Resale believes you act in concert, or the User Content you provide, or the sale of any tickets listed by you on the Site, violates or is inconsistent with the Terms of Use or the law, or violates the rights of Ticketmaster Resale, a client of Ticketmaster Resale or another user of the Site. You agree that monetary damages may not provide a sufficient remedy to Ticketmaster Resale for violations of the Terms of Use and you consent to injunctive or other equitable relief for such violations. You agree that Abusive Use of the Site, as defined above, causes damage and harm to Ticketmaster Resale in the form of, among other things, impaired goodwill, lost fees and increased expenses associated with responding to Abusive

Use of the Site. Accordingly you agree that liquidated damages are warranted for Abusive Use and if you, or others acting in concert with you, alone or collectively request more than 1000 pages of the Site in any twenty-four hour period, you, and those acting in concert with you, will be jointly and severally liable for liquidated damages in the amount of ten dollars (\$10.00) per page request each time that a page request is made after that first 1000 during that twenty-four hour period. To the fullest extent permitted by law (including, without limitation, the Australian Consumer Law), Ticketmaster Resale is not required to provide any refund to you if it exercises any of its rights or remedies because you have violated the Terms of Use or any of Ticketmaster Resale's rights. For more information about how Ticketmaster Resale handles copyright infringements on the Site, please see our Copyright Policy. Additionally, Ticketmaster Resale reserve the right, in our sole discretion, to modify, suspend or discontinue any part of the Site at any time, with or without notice to you. Ticketmaster Resale also reserve the right, in our sole discretion, to impose limits on certain features and services and to restrict access to any part or to all of the Site without notice to you. To the fullest extent permitted by law (including, without limitation, the Australian Consumer Law), Ticketmaster Resale shall not be liable to you or any third party for any claim or cause of action arising out of our exercise of the foregoing rights.

COPYRIGHT POLICY

Ticketmaster Resale may terminate the privileges of any user who uses the Site to unlawfully transmit copyrighted material without a license, express consent, valid defence or fair use exemption to do so. In particular, users who submit User Content to the Site, whether articles, images, stories, software or other copyrightable material must ensure that the User Content they upload does not infringe the copyrights or other rights of third parties (including, but not limited, to trademark, trade secret, privacy or publicity rights). After proper notification by the copyright holder or its agent to us, and confirmation through court order or admission by the user that they have used the Site as an instrument of unlawful infringement, Ticketmaster Resale will terminate the infringing users' rights to use and/or access to the Site. Ticketmaster Resale may, also in our sole discretion, decide to terminate a user's rights to use or access the Site prior to that time if Ticketmaster Resale believe that an alleged infringement has occurred.

DISCLAIMERS

Ticketmaster Resale does not promise that the Site will be error-free, uninterrupted or that it will provide specific results from use of the Site or any content, search or link on it. The Site and its content are delivered on an "as is" and "as-available" basis. Ticketmaster Resale cannot ensure that files you download from the Site will be free of viruses or contamination or destructive features. To the fullest extent permitted by law (including, without limitation, the Australian Consumer Law), Ticketmaster Resale disclaims all warranties, express or implied, including also any implied warranties or merchantability and fitness for a particular purpose.

LIMITATION ON LIABILITY AND INDEMNIFICATION

Nothing in this section (Limitation on Liability) is in anyway intended to exclude or limit, or excludes or limits (i) any liability these Terms of Use, the Buyer Agreement or the Seller Agreement expressly provides that Ticketmaster Resale has to you or (ii) any liability that cannot otherwise be excluded or limited under any law (including, without limitation, any liability that may not be excluded or limited under the provisions of the Competition and Consumer Act 2010 and the Australian Consumer Law set out in Schedule 2 of that Act or in respect of any Consumer Guarantee set out in the Australian Consumer Law).

Save as set out above, Ticketmaster Resale will not be liable to you for any damages of any kind arising from the use of the Site, including (without limitation) direct, indirect, incidental, special, punitive and consequential damages or for lost profits, revenues or business opportunities or loss of enjoyment or opportunity, even if Ticketmaster Resale has been advised of the possibility of such damages. Ticketmaster Resale disclaims any and all liability for the acts, omissions and conduct of any third party users, Ticketmaster Resale users, advertisers and/or sponsors on the Site, in connection with

the Ticketmaster Resale service or otherwise related to your use of the Site and/or the Ticketmaster Resale services. Ticketmaster Resale is not responsible for the products, services, actions or failure to act of any venue, performer, promoter, producer or other third party in connection with or referenced on the Site.

Without limiting the foregoing, you may report the misconduct of users and/or third party advertisers, service and/or product providers referenced on or included in the Site to Ticketmaster Resale at resale.service@ticketmaster.com.au. Ticketmaster Resale may investigate the claim and take appropriate action, in its sole discretion.

You agree to indemnify and hold Ticketmaster Resale and its affiliates, and each of Ticketmaster Resale's and its affiliates' respective officers, agents, employees, contractors and principals, harmless from any loss, liability, claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Site, including also your use of the Site to provide a link to another site or to upload content or other information to the Site.

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