

Ticketmaster Resale Seller Agreement

1. OVERVIEW

1.1 Introduction. This document, as amended from time to time in accordance with its terms, ("Agreement") sets out the terms and conditions under which Ticketmaster Australasia Pty Ltd ABN 49 089 258 837 (referred to as "Ticketmaster", "Ticketmaster Resale", "Us" or "We" where applicable) grants ticket sellers ("you", "You", "Your" or "Seller") a licence to list and offer tickets for sale on the Ticketmaster Resale website at resale.ticketmaster.com.au (the "Website") to third party buyers ("Buyer" or "Buyers"). By using the Website and listing tickets for sale on the Website, you expressly agree to be bound by the terms and conditions of the Agreement.

We strongly recommend that You read and understand the Agreement and, in any event, by continuing to use the Website and sell tickets via the Website You will be bound by the terms and conditions of the Agreement.

Nothing in the Agreement is intended to limit or exclude Ticketmaster Resale's liability under applicable consumer law including the Australian Consumer Law set out in Schedule 2 of Competition and Consumer Act 2010 (and as applied by the laws of each State or Territory) ("the Australian Consumer Law").

1.2 Modification. If We decide to amend, alter or otherwise change the terms of the Agreement, We will notify you by posting the revised version of the Agreement on the Website. The revised Agreement will automatically take effect on being posted on the Website and will replace the terms of any previous versions of the Agreement for all new ticket listings initiated on or after the date it is posted. Your continued use of the Website will constitute Your acceptance of the revised Agreement. If you do not agree with the terms of any revised version of the Agreement, please do not continue to use the Website.

1.3 About Us. Ticketmaster Resale is a Ticketmaster Australasia Pty Ltd (ABN 49 089 258 837) business. Ticketmaster Resale can be reached at 1300 651 607 or at resale.service@ticketmaster.com.au.

Ticketmaster Resale is not a box office or event promoter. Ticketmaster Resale, through the Website, facilitates an open market place through which tickets may be purchased or sold by Buyers and Sellers. We do not take ownership of any tickets listed by You and We are not a party to any contracts that may arise outside of the Agreement between You and any Buyer when tickets are sold and purchased via the Website. There is no guarantee given by Ticketmaster Resale (or any other associated company) that Your tickets will sell and, in the event that they do not sell, Ticketmaster Resale will not be responsible for their purchase. Prior to listing Your tickets, You should carefully consider the legal rights and obligations that may arise outside of the Agreement between You and a Buyer from the sale of Your tickets and, if in doubt, you should seek further legal advice in respect of these rights and obligations.

Ticketmaster Australasia Pty Ltd, through its "Ticketmaster" business, sells tickets on behalf of third parties who provide or sponsor an event or who operate a venue where events are held ("Event Partners"). Some of the tickets listed for sale on the Website will be tickets that were originally issued by Ticketmaster on behalf of Event Partners ("Ticketmaster Tickets"). As Ticketmaster was the original issuer of such tickets, Ticketmaster Resale is able to provide a streamlined process to Sellers and Buyers in respect of Ticketmaster Tickets which involves the cancellation of the Ticketmaster Ticket and issue of a new ticket to the Buyer.

2 BECOMING A SELLER

2.1 Requirements. To become a Seller and be entitled to sell tickets via the Website, You must create a personal account via the Website. To create a personal account, You will need to provide details such as Your real name, contact telephone number, billing address, bank account details and a valid credit or debit card that We approve and accept. There are some account details that are specifically required for Sellers. If You have not previously done so, You will need to provide these specific Seller details before You are able to list tickets on the Website. Ticketmaster Resale has absolute discretion to decide if you qualify (or continue to be qualified) as a Seller. You are responsible for ensuring that the details You provide Us with remain valid and up to date. If the details You have provided to Us are no longer valid or up to date, Ticketmaster Resale may suspend Your account, or terminate the Agreement, in accordance with section 10 (Term, Termination and Suspension) of the Agreement.

2.2 Registered email addresses and passwords. To create and access Your personal account on the Website and use the services on the Website, you will need to provide a valid email address and password. You are solely responsible for maintaining the security of Your registered email address and password and for all activity that occurs on Your personal account under Your registered email address and password.

2.3 Reachable. You must be reachable by telephone between the hours of 8.00am and 10.00pm, Melbourne, Victoria time and respond to all Ticketmaster Resale enquiries in a prompt and timely manner. Certain enquiries and disputes will need to be resolved quickly, particularly in the case of upcoming events. If Ticketmaster Resale's enquiry relates to a Buyer's order for tickets listed by You, You must respond within 24 hours or by the specified deadline provided by Ticketmaster Resale via telephone voice message, email or post. Failure to do so may result in You being charged fees or losing the right to receive payment for Your tickets (see section 7 (Fees and Charges) for more details). You must handle the management of Your account in a reasonable and cooperative manner. If any abusive or threatening behaviour is reported, Ticketmaster Resale reserves the right to terminate the Agreement with You with immediate effect and without prior notice.

3 LISTING PROCESS AND FEES

3.1 Listing Tickets. Approved Sellers may list tickets for sale on the Website. As part of the listing process, You must specify an amount that You want to be paid per ticket (**Seller Price**) and provide a true and correct description of the tickets (including information such as the ticket barcode, event, event date, section and row). By placing a ticket for sale on the Website, You offer to sell that particular ticket to a Buyer for the Seller Price. Ticketmaster Resale's fees, comprising a Seller Fee for your use of this market place and a Buyer Fee for the Buyer's use of this market place, will be automatically added to the Seller Price. The Total Amount (being the total of the Seller Price, the Seller Fee and the Buyer Fee) will be the price displayed to the Buyer and will be displayed to you in the listing process before your listing is finalised. Delivery fees are charged per transaction rather than per Ticket and will be displayed separately to the Total Amount of the ticket. If a Buyer accepts the offer for sale of that ticket, then you must supply that ticket to them (subject to section 5.1 (Delivery of Ticketmaster Tickets)) and a separate contract will likely be formed between You and the Buyer in respect of the sale of that ticket.

Ticketmaster Resale may prepopulate some of the required fields when You enter the barcode number of a Ticketmaster Ticket during the listing process (see section 1.3 (About Us) for the definition of Ticketmaster Ticket). You must not change any field that has been prepopulated in respect of a Ticketmaster Ticket without first contacting Ticketmaster Resale and obtaining authorisation to make that change.

3.2 Ticket Description. You agree to describe the tickets You list for sale on the Website in the most honest and non-misleading manner. If a listing is deemed by Ticketmaster Resale to be dishonest or misleading, then you agree that any

associated orders by Buyers may be cancelled and You may be charged fees and lose the right to receive payment for those tickets (see section 7 (Fees and Charges) for more details).

3.3 Seating Arrangements. You agree to provide full and accurate details of the section and row which is displayed on the tickets You list on the Website. For Standing or General Admission tickets, You agree to describe them as 'Standing' or 'General Admission' (as applicable). In the event that you cannot locate the correct section or row under which to list Your tickets, you agree to contact Ticketmaster Resale for help before listing Your tickets for sale. All tickets listed in a single listing must be seated together. For certain New South Wales and South Australian events the details to be included in the ticket listing are governed by law, please see section 4.6 below.

3.4 Restricted View or other Restrictions and Qualifications. You are required to provide any additional information which is displayed on the tickets You list on the Website, or of which You are aware, related to restricted view, family section, age restrictions, no alcohol permitted, concessions or any other restriction or qualification on the use of those tickets.

3.5 Original Ticket Price. For each ticket You list for sale on the Website, You must specify the original face value price of the ticket. This information is required to give Buyers a clear understanding of the difference between the original face value price of the ticket and the price the Buyer will pay for the ticket via the Website. The "original price of ticket" field on the "Sell Tickets" section of the Website may already be prepopulated by Ticketmaster Resale. If this is the case, you should not change this price unless you have contacted Ticketmaster Resale and been authorised to do so. If the "original price of ticket" field is not prepopulated, then You must ensure that the price You specify as the original price of the ticket is either (i) the price displayed on the ticket; or (ii) if there is no price displayed on the ticket but you know the original face value price of the ticket, that price that you know. For certain New South Wales or South Australian Events that are subject to Part 4A of the Fair Trading Act 1987 (NSW and/or SA) (see section 4.6 below) you should specify the amount for which the ticket was sold to the first purchaser of the ticket by an authorised ticketing agent. If there is no price displayed on the ticket and You do not know the original face value of the ticket (for example, because you were not the original purchaser of the ticket), then please contact Ticketmaster Resale for help.

3.6 Accurate Pricing. You accept full responsibility for the price at which You list Your tickets on the Website. No matter what the price or circumstances, You agree to fulfil a Buyer's order for the amount You have specified You want to be paid for that ticket. Ticket market prices are volatile and can change on an hourly basis at times. With this in mind, it is essential that You maintain, and You accept full responsibility for maintaining, current and accurate prices of tickets listed by You on the Website.

3.7 Taxes. You are responsible for including all taxes, including Goods and Services Tax (GST) and any other taxes required on Your listings, in the amount You specify for each ticket You list on the Website. If in doubt, please seek advice of a tax expert to determine which taxes you are required to collect from Buyers.

3.8 Guaranteed Ticket Fulfilment. If a Buyer accepts Your offer to sell a particular ticket by ordering that ticket, You must supply that ticket to that Buyer in accordance with the Agreement (and You agree to the cancellation of any Ticketmaster Ticket and the reissue of a new ticket to the Buyer to effect that supply) and You will likely be contractually bound, as between You and the Buyer, to supply that ticket. Ticket listings are a representation of actual seat location and other details relevant to the tickets. If You list a ticket for sale on the Website and that exact ticket is not available or is not delivered to the relevant Buyer strictly in accordance with the Agreement, You may be charged fees and lose the right to receive payment for Your tickets (see section 7 (Fees and Charges) for more information).

In the event that You are unable to supply tickets that You have sold, You are required to contact Ticketmaster Resale for further instructions. You agree not to dispatch alternate tickets from those ordered by the Buyer without first contacting Ticketmaster Resale and receiving authorisation to do so.

3.9 Indemnity. It is Your responsibility to provide full and accurate details of tickets You list for sale on the Website. Failure to provide full and accurate details (including without limitation seat location details and ticket restrictions) may lead to Ticketmaster Resale or applicable Buyers suffering loss or damage and You agree to indemnify and hold harmless Ticketmaster Resale and applicable Buyers from and against all losses, liabilities, damages, fines, expenses and costs arising out of or in connection with Your failure to provide full and accurate details of tickets that You list for sale on the Website.

3.10 Removal of ticket listings. Ticketmaster Resale may if required to do so, or at any time in its sole and absolute discretion, remove listings of tickets for any one or more particular events. If Ticketmaster Resale is required to do so or otherwise removes ticket listings for an event for which You have listed tickets, Ticketmaster Resale will remove Your ticket listing. Without limitation to any other provisions of the Agreement, if you breach any of the terms and conditions of the Agreement (including, without limitation, any warranty, and section 4.6 below), Ticketmaster Resale may immediately remove any tickets that you have listed on the Website. If Ticketmaster Resale removes any of Your listed tickets under any part of this section 3.10 (Removal of ticket listings), it will notify You as soon as possible. To the fullest extent permitted by law (including, without limitation, the Australian Consumer Law), Ticketmaster has no liability to You in connection with the removal of listed tickets in accordance with this section 3.10 (Removal of ticket listings).

4 SELL PROCESS

4.1 Confirmed Orders. When We receive an order from a Buyer for tickets that you have listed on the Website, We will inform you via email. A confirmation email will be sent to the email address that You have registered to Your personal account. In some cases, We may also inform You of the receipt of an order by telephone. The confirmation email contains instructions on how to deliver and complete the order, except in the case of Ticketmaster Tickets where the relevant tickets are automatically cancelled and new tickets issued to the Buyer by Ticketmaster (see section 5.1 (Delivery of Ticketmaster Tickets) for more details). You cannot amend or remove a ticket listing (including without limitation any description or price of a ticket) once a Buyer has ordered the applicable tickets. It is Your responsibility to ensure that You have provided Us with a valid email address at the time of account creation, and have kept that registered email address up to date, as You are still obligated to supply, and liable for the supply of, the ticket to the Buyer despite Us sending the confirmation email to an invalid, or out of date, email address provided to Us by You.

4.2 Pending Orders. In certain cases We may require additional checks (such as fraud checks) in respect of an order and will inform You that an order is pending but undergoing further checks. We will inform You when a pending order has been either approved/confirmed or cancelled. You cannot amend or remove a ticket listing (including without limitation any description or price of a ticket) once the order has been marked as 'pending' until We inform You that the order has been cancelled.

4.3 Cancellations of Orders. Whilst We try to ensure the accuracy of orders, sometimes technical errors may occur. In the event that a technical error has resulted in an incorrect order, then Ticketmaster Resale will notify You as soon as possible and the order may be cancelled to allow you to relist Your tickets. In rare circumstances, Ticketmaster may be required to cancel a confirmed order if payment is recalled by the associated bank. In this case, We will contact You to advise You of

the cancellation and, where possible, allow You the option to relist Your tickets. If an order is cancelled by Ticketmaster Resale under this section 4.3 and Your tickets are returned to You in enough time (as reasonably determined by Ticketmaster Resale) prior to the relevant event for You to relist Your tickets, then You will not be entitled to receive any payment from Ticketmaster Resale or any Buyer in connection with that cancelled order.

4.4 Cancellations of Events and Changes to Events If an event for which You have sold a ticket via the Website is cancelled and not re-scheduled, then You agree to the refund to the Buyer of the amount paid by that Buyer for that ticket (excluding any amount paid in respect of delivery fees) provided that the Buyer returns the original ticket to You (via Us) in good time for You to obtain a full face value refund from the promoter or producer of the applicable event.

If You are notified of any changes to the event and/or tickets (including, without limitation, where alternative seats have been provided instead of the original seats) after a Buyer has ordered the applicable tickets, then You must immediately notify Ticketmaster Resale of those changes and provide full details of the changes. If You are aware of changes to an event and/or tickets and You do not notify Ticketmaster Resale of those changes, then You may be charged fees and lose the right to receive payment for Your tickets (see section 7 (Fees and Charges) for more information). Ticketmaster Resale will endeavour to contact the Buyer to advise the Buyer of the changes. You must cooperate fully with Ticketmaster Resale and (through Ticketmaster Resale) the Buyer in respect of any changes to the event and/or ticket (including, without limitation, by permitting the Buyer to select any options offered by the promoter or producer of the event). If there are any changes to the event and/or tickets between the time the Buyer orders the ticket and the time of the event, then Ticketmaster reserves the right to cancel the relevant order at our discretion. If an order is cancelled by Ticketmaster Resale under this section 4.4 and Your tickets are returned to You in enough time (as reasonably determined by Ticketmaster Resale) prior to the relevant event for You to relist Your tickets or obtain a full face value refund from the producer or promoter of the applicable event, then You will not be entitled to receive any payment from Ticketmaster Resale or any Buyer in connection with that cancelled order.

4.5 Legal and other Restrictions. It is Your responsibility to ensure You comply with any legal restrictions placed on the resale of tickets, whether in your home city, state, territory or country or in any other city, state, territory or country. Ticketmaster Resale, through the Website, provides an open market place for Buyers and Sellers and is not responsible for Your compliance with any such applicable laws. If resale of tickets is not permitted under the original terms of sale or the terms applicable to such tickets, then you should not list them for sale. Ticketmaster Resale does not accept any liability for tickets listed in breach of any terms or conditions applicable to such tickets and You shall remain solely responsible to the relevant parties (be they the venue, promoter, producer, original ticket agent or Buyer) for any consequences of listing a ticket in breach of such terms and conditions.

4.6 Without limiting section 4.5, Ticketmaster Resale prohibits any resale listing that constitutes a “prohibited advertisement” as defined in Part 4A of the Fair Trading Act 1987 (NSW and/or SA). Part 4A of that Act applies to tickets to sporting or entertainment events in New South Wales and South Australia that are subject to a resale restriction. A “prohibited advertisement” is a ticket resale advertisement that:

(a) specifies an amount for the sale of a ticket that is more than 110% of the original supply cost of the ticket; or

(b) fails to specify the original supply cost of the ticket or details of the location from which the ticket holder is authorised to view the event (including, for example, any bay number, row number and seat number for the ticket).

Sellers should consult the Fair Trading Act 1987 (NSW and/or SA) for definitions of terms used in this section 4.6 and seek legal advice if necessary. Ticketmaster Resale may monitor listings on the Website for compliance with this provision, and in such circumstances your attention is expressly drawn to section 3.10 above.

5 DELIVERY PROCESS

5.1 Delivery of Ticketmaster Tickets. (For the definition of a Ticketmaster Ticket, see section 1.3 (About Us).) If a Buyer orders a Ticketmaster Ticket that You have listed for sale on the Website, then the barcode of that Ticketmaster Ticket will be automatically cancelled by the Ticketmaster ticketing system on the electronic authentication of the Buyer's order and that Ticketmaster Ticket will no longer be valid and will not permit You or any other person entry into the relevant event. After the cancellation of the Ticketmaster Ticket, Ticketmaster will reissue a new ticket with a new barcode to the relevant Buyer. You are not required to, and must not, deliver Ticketmaster Tickets to a Buyer unless expressly advised otherwise by Ticketmaster Resale. You must not attempt to resell (whether through Ticketmaster Resale or via any other means) any Ticketmaster Ticket in your possession where it has already been cancelled and reissued to a Buyer. If you do, or attempt to do so, you may commit a criminal offence. To the fullest extent permitted by law (including, without limitation, the Australian Consumer Law), Ticketmaster Resale's liability to You in connection with the cancellation of any Ticketmaster Ticket listed by You (and the reissue of a replacement ticket to the relevant Buyer) is limited to the amount that Ticketmaster Resale is (or would have been) liable to pay You under section 6 (Payment Process) of the Agreement arising from a valid order for that ticket by the Buyer.

If at any time, Ticketmaster Resale advises You that the automatic cancellation of Your Ticketmaster Ticket and the reissue of a new ticket is not possible, then you must follow all reasonable directions of Ticketmaster Resale in respect of the delivery of that Ticketmaster Ticket to the relevant Buyer.

The provisions of sections 5.2 to 5.8 below (Delivery Process) do not apply in respect of Ticketmaster Tickets.

5.2 Delivery Method for tickets other than Ticketmaster Tickets. You agree to deliver the exact ticket ordered by a Buyer via the delivery method specified by Ticketmaster Resale from time to time.

You must strictly comply with all delivery and ticket fulfilment instructions set out in the confirmation email, or any other email, sent to You by Ticketmaster Resale after a Buyer has ordered a ticket You have listed on the Website.

If the specified delivery method is post, at or around the time that Ticketmaster Resale provides You with the order confirmation email, We will also email You a delivery address label that needs to be printed, cut out and securely affixed to an envelope or other package supplied by You that is appropriate for the delivery of the relevant tickets to the Buyer. You must strictly comply with all delivery instructions set out in the email that contains the delivery address label. You must not use any other method to address the envelope or other package used for the delivery of the relevant tickets or attempt to deliver the relevant tickets otherwise than strictly in accordance with the delivery instructions provided by Ticketmaster Resale. Ticketmaster Resale's address will be specified as the returns address on the delivery address label. You must not include Your own, or any other, address as a returns address on the envelope or other package used to send tickets.

You must present the envelope or other package containing the relevant tickets, with the delivery address label properly affixed and clearly visible, for postage at an Australia Post outlet (or with any other carrier nominated by Us from time to

time). You must ensure that You receive and retain a postage receipt for all tickets presented for postage to Australia Post (or other nominated carrier).

5.3 No other Inclusions in Ticket Packages. You agree to not include any invoice, letterhead, business cards or materials other than those specifically instructed by Ticketmaster Resale in any envelope or other package used to dispatch any tickets.

5.4 Timing for Delivery of Tickets. You agree to dispatch tickets to Buyers within 48 hours after the receipt of a confirmation email from Ticketmaster Resale, not including weekends and public holidays in the place from which the tickets are posted or otherwise dispatched by You. In the event that the promoter or producer of the relevant event has held back the distribution of tickets until closer to the time of the event and the tickets are therefore not on hand when You receive the confirmation email, then You must dispatch those tickets within 48 hours after You receive those tickets, not including weekends and public holidays in the place from which the tickets are posted or otherwise dispatched by You. In any event, You guarantee to deliver tickets to the applicable Buyer in enough time prior to the event that it is practicable for the Buyer to attend the event.

Subject to section 5.6 (Carrier Fault), if You fail to deliver tickets to a Buyer in enough time prior to the event (as reasonably determined by Ticketmaster Resale) so it is practicable for the Buyer to attend the event, then You may be charged fees and lose the right to receive payment for those tickets (see section 7 (Fees and Charges) for more information).

5.5 Delay in Delivery of Tickets. The timely receipt of tickets by Buyers is essential to maintaining the integrity of, and confidence in, the open market place for the purchase and sale of tickets provided by the Website. In order to protect Buyer confidence and the integrity of the open market place provided by the Website, it is essential that Buyers receive tickets in accordance with the timeframes for delivery specified in the Agreement. If You have not delivered a ticket to a Buyer within 5 days after the date on which you are required to deliver that ticket in accordance with the Agreement, Ticketmaster Resale may provide you with no less than 2 days' written notice (which may be sent via the email address that You have registered to your personal account or by mail) that Ticketmaster Resale may cancel the order for that ticket. If you have not delivered the ticket, via the delivery method instructed by Ticketmaster Resale in accordance with the Agreement, by the time specified in the notice provided by Ticketmaster Resale, then Ticketmaster Resale will have the right (but will exercise its reasonable discretion taking into account all the relevant circumstances) to cancel the order for that ticket.

If Ticketmaster Resale cancels an order for a ticket in accordance with this section 5.5 (Delay in Delivery of Tickets), then, to the fullest extent permitted by law and without limitation to section 7 (Fees and Charges), Ticketmaster Resale will have no liability to pay You any amount in respect of that cancelled order whether under section 6 (Payment Process) or otherwise at law. If Ticketmaster Resale cancels an order under this section 5.5, We may also charge You a \$100 administrative fee to cover Ticketmaster Resale's administration costs associated with investigating the delay in the delivery of the tickets, corresponding with You and the relevant Buyer and cancelling the order.

5.6 Carrier Fault. You are not responsible, and will not be liable, for any failure to deliver a ticket to the extent that that failure is due to the fault of Ticketmaster Resale's nominated carrier. If Ticketmaster Resale notifies You that We are investigating the delivery of any tickets that had been listed by You, you must fully cooperate with Us in respect of that investigation, including (without limitation) by providing Us with any relevant documentation and complying with any

reasonable direction We give You. The postage fees payable by a Buyer includes an amount on account of postage insurance. The exclusion of liability provided to You under this section 5.6 (Carrier Fault), does not apply to the extent that Your non-compliance with any direction from Us in any way limits or prohibits Us from claiming under that postage insurance.

5.7 Delivery of Incorrect Tickets. You must inform Ticketmaster Resale immediately upon becoming aware that incorrect tickets have been dispatched by You. Ticketmaster Resale may attempt to resolve issues connected with the incorrect dispatch of tickets but has no obligation to, or liability to You in connection with any attempt (or failure to attempt) to, do so. You must comply with all reasonable directions given by Us in respect of the incorrect dispatch of tickets. We may charge You a \$100 administrative fee to cover Ticketmaster Resale's administration costs of rectifying, or attempting to rectify, Your incorrect ticket dispatch. If the correct tickets are delayed or not delivered to a Buyer, You may be charged fees and lose the right to receive payment for Your tickets (see section 7 (Fees and Charges) for more information).

5.8 Organised Records. You agree to maintain organised records and receipts in respect of the postage of all tickets. Any tracking of the delivery of tickets must be done through Australia Post and Ticketmaster Resale has no responsibility or liability to You in connection with the tracking of ticket deliveries. Any queries in respect of the delivery of tickets must be directed to Australia Post.

6 PAYMENT PROCESS

6.1 Payment to Sellers. In respect of each valid and confirmed order for a ticket listed by You on the Website, and subject to the satisfaction of all pre-conditions to payment specified in the Agreement, Ticketmaster Resale will pay You an amount equal to the final Seller Price that You specified on the Website as the amount that You wanted to be paid for that ticket. Ticketmaster Resale will make payment to You after the relevant ticket has been received by the Buyer AND the applicable event to which the ticket relates has taken place. This is necessary to provide a safe and trusted marketplace. Ticketmaster Resale endeavours to make payments to Sellers 7 to 10 working days after an event but in some cases payment may take up to one calendar month after the relevant event has taken place.

7 FEES AND ADMINISTRATIVE CHARGES

Nothing in this section 7 (Replacement Fees and Administrative Charges) is intended to place, or places, any obligation on You that is contrary to any provision of the Competition and Consumer Act 2010 or the Australian Consumer Law set out in Schedule 2 of that Act.

7.1 Replacement Fees. If a Buyer accepts Your offer for sale of a ticket listed on the Website and that exact ticket is not available or is not delivered to the Buyer strictly in accordance with the Agreement or that ticket was listed in a misleading manner or in breach of this Agreement, then We reserve the right to attempt to source a replacement ticket that is (in Ticketmaster Resale's reasonable opinion) equal to or better than the ticket that You listed for sale on the Website (the "Replacement Ticket"). If a Buyer is unable to gain entry to an event due to You delivering an incorrect ticket or becomes aware at an event that You have listed a ticket in a misleading manner or in breach of this Agreement, then the Buyer may seek to obtain a Replacement Ticket at the event. If Ticketmaster Resale or a Buyer sources a Replacement Ticket, then You will be liable to pay Us a replacement fee equal to any difference between the amount We or the Buyer paid for the Replacement Ticket and the amount that the Buyer pays on account of the ticket being replaced. Please note that the amount that We or the Buyer pay for the Replacement Ticket may be significantly higher than the price the Buyer pays on

account of the ticket being replaced and this will affect the amount of the replacement fee payable by You in accordance with this section 7.1.

In addition to any replacement fees payable by You under this section 7.1, You are liable to pay Us an administrative charge of \$100 for each affected order to cover Ticketmaster Resale's administration costs in respect of sourcing, or attempting to source, any Replacement Tickets or investigating, and corresponding with a Buyer in respect of, the purchase of a Replacement Ticket by a Buyer.

You acknowledge and agree that Ticketmaster Resale has no obligation to, and in any event may not be able to, purchase a Replacement Ticket and Ticketmaster Resale has no liability to You in connection with the purchase of, or failure to purchase, a Replacement Ticket. You further acknowledge and agree that, if We do not purchase a Replacement Ticket, then You will be liable for fees and may lose Your rights to payment as specified in section 7.2 (Reimbursement fees and loss of payment rights).

7.2 Reimbursement fees and loss of payment rights. If You do not deliver a ticket to a Buyer strictly in accordance with the Agreement for any reason whatsoever or place a misleading ticket listing on the Website or do not inform Ticketmaster Resale of changes to an event and/or tickets of which You are aware, and no Replacement Ticket is purchased by Ticketmaster Resale or a Buyer in accordance with section 7.1 (Replacement Fees), then: (i) if Ticketmaster Resale has made payment to You in respect of that ticket, You will be liable to pay Us an amount equal to the full amount paid by Ticketmaster Resale to You in respect of that ticket; or (ii) if Ticketmaster Resale has not made payment to You in respect of that ticket, then (despite any other provision to the contrary in the Agreement) You are not entitled to, and Ticketmaster Resale has no obligation to pay You, any amount whatsoever in respect of that ticket. In addition to any other amounts payable, or rights to payments forgone, under this section 7.2, You are also liable to pay Us: (i) an amount equal to Ticketmaster Resale's lost fees in respect of that ticket; and (ii) in respect of the order that includes that ticket, an administrative charge of \$100 to cover Ticketmaster Resale's administration costs in respect of handling the failed transaction.

7.3 Payment. You agree that any amount payable by You to Ticketmaster Resale pursuant to section 5.5 (Delay in Delivery of Tickets), section 5.7 (Delivery of Incorrect Tickets), section 7.1 (Replacement Fees) or section 7.2 (Reimbursement fees and loss of payment rights) (including, without limitation, any administration fees due under those sections) may be debited by Ticketmaster Resale from Your credit or debit card registered to Your personal account. All amounts payable under those sections may also be set off from payments owing by Ticketmaster Resale to You. Nothing in this section 7.3 in any way limits Ticketmaster Resale's other rights or remedies under the Agreement or otherwise at law.

7.4 Credit or Debit Card. You agree to provide valid credit or debit card details to Ticketmaster Resale at the time of account creation and to keep Your credit or debit card details up to date. This credit or debit card information is held should Ticketmaster Resale need to charge any replacement fees, reimbursement fees, administration fees or other fees pursuant to section 5.5 (Delay in Delivery of Tickets), section 5.7 (Delivery of Incorrect Tickets), section 7.1 (Replacement Fees) or section 7.2 (Reimbursement fees and loss of payment rights). If Your credit or debit card becomes invalid, We have the right (at our discretion) to suspend or terminate Your account with immediate effect.

8 WARRANTIES

8.1 Warranties. You warrant to and for the benefit of Ticketmaster Resale, the following:-

(A) Each ticket listed by You is:-

(i) either "on-hand" or already ordered and 100% guaranteed and available for immediate sale at the price listed;

(iii) not stolen, counterfeit or in any way containing fraudulent, inaccurate or misleading information;

(iv) not obtained through unauthorised framing of or linking to any website, or unauthorised use of any robot, spider or other automated device or any other illegal or unauthorised activity; and

(v) not offered for sale in breach of any terms and conditions applicable to that ticket.

(B) In offering a ticket for sale via the Website, You are complying with all applicable laws, regulations and codes of practice including, but not limited to, consumer or other legislation which regulates the activities of secondary ticket agents or which may be applicable to the resale of any ticket within any relevant territory, state or country (including without limitation Part 4A of the Fair Trading Act 1987 (NSW and/or SA)); and

(C) All information You provide to Ticketmaster Resale when applying to become a Seller or at any time thereafter is true and accurate in all respects.

9. LIABILITY AND INDEMNIFICATION

Nothing in this section 9 is in anyway intended to exclude or limit, or excludes or limits, any liability that the Agreement expressly provides Ticketmaster Resale has to You or 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).

9.1 Indemnities. You undertake as a continuing undertaking to indemnify and keep Ticketmaster Resale fully indemnified against any liability, cost, loss, damage or expense incurred or suffered by Ticketmaster Resale arising in respect of or as a consequence of a breach of any of the obligations, warranties or representations You provide in the Agreement.

9.2 Release. Ticketmaster Resale, through the Website, facilitates an open market place for the sale and purchase of tickets. Ticketmaster Resale is not a party to any contract that may arise outside of the Agreement between You and any Buyer when tickets are sold and purchased via the Website. To the fullest extent permitted by law (including, without limitation, the Australian Consumer Law), Ticketmaster Resale has no liability to You in connection with any contract between You and a Buyer and You release Us from any liability We may have to You in respect of any expenses, costs, losses, damages, claims or demands that You may incur or suffer in connection with any contract between You and a Buyer.

9.3 Liability. To the fullest extent permitted by law (including, without limitation, the Australian Consumer Law), Ticketmaster Resale shall in no circumstances be liable to You for any indirect or consequential losses or any loss (whether direct or indirect) of profits, revenue, business, savings, goodwill or reputation arising out of Your use of the Website, including (without limitation) from Your sale of tickets or failure to sell tickets.

9.4 Force Majeure. To the fullest extent permitted by law (including, without limitation, the Australian Consumer Law), We will not be liable for any loss or damage suffered by You arising out of circumstances that are beyond our control including but not limited to any act of God, natural disaster, act of terrorism or other force majeure event.

10 TERM, TERMINATION AND SUSPENSION

10.1 Term. Subject to section 10.2 (Termination), the Agreement commences on the date You first create a personal account on the Website and continues in force until the date that falls 30 days after either party receives notice in writing from the other party terminating the Agreement.

10.2 Termination. Either party may terminate the Agreement immediately by giving written notice to the other party if the other party (i) commits a material or persistent breach of its obligations under the Agreement and fails to remedy that breach within 7 days after being given written notice specifying the breach and requiring it to be remedied; or (ii) is unable to pay its debts, becomes insolvent or any action is successfully taken to wind it up or to appoint a liquidator, administrator or controller (as defined in the Corporations Act 2001 (Cth)) or it enters into an arrangement, compromise or composition with or assignment for the benefit of its creditors or any of them or, in the case of an individual, is declared bankrupt.

Ticketmaster Resale may terminate the Agreement immediately if, in its reasonable opinion, You are involved or likely to be involved in any illegal activity.

10.3 Suspension. Without limitation to our other rights under the Agreement or otherwise at law, Ticketmaster Resale may suspend Your account for one calendar month, or such longer term as determined by Ticketmaster Resale in its sole discretion, if You fail to fulfil any orders or otherwise breach any of the terms of the Agreement. Failure to fulfil an order includes supplying the Buyer with tickets that are different to those listed by You without Ticketmaster Resale's prior approval.

10.4 Consequences of Termination. Termination of the Agreement does not affect the rights or liabilities of either party accrued prior to and including the date of termination and/or any terms intended expressly or by implication to survive termination. Unless directed otherwise by Ticketmaster Resale, You must complete (in accordance with the terms of the Agreement) the delivery of all tickets ordered by a Buyer on or prior to the date of termination of the Agreement.

11 ADDITIONAL INFORMATION

11.1 No Agency. The Seller and Ticketmaster Resale are independent contractors, and no agency, partnership, joint venture, employer-employee or franchisor-franchisee relationship is intended or created by the Agreement and neither party has any authority to bind the other in any way.

12 MISCELLANEOUS.

(A) The Agreement (and all documents incorporated by reference) constitutes the entire agreement between the parties pertaining to its subject matter and supersedes all prior agreements and understandings between the parties with respect to its subject matter, whether written or oral. No amendment, modification or supplement of any provision of the Agreement will be valid or effective unless made in accordance with the express terms of the Agreement. If any provision of the Agreement is held to be invalid or unenforceable under any circumstances, its application in any other circumstances and the remaining provisions of the Agreement will not be affected.

(B) No failure or delay by either party in exercising any right under the Agreement should be deemed to be a waiver of that right and no waiver of a breach of a provision of the Agreement shall be deemed to be a waiver of any subsequent breach.

(C) You may not assign or transfer the Agreement, or any rights or obligations under the Agreement, without the prior written consent of Ticketmaster Resale, which We can refuse in our absolute discretion.

(D) Nothing in the Agreement is intended to confer benefits, rights or remedies on any person or entity other than the parties to the Agreement and their successors and permitted assigns.

(E) The subject heading at the beginning of each paragraph of the Agreement is for reference purposes only and in no way defines, limits, construes or describes the scope or extent of such paragraph.

(F) Any notices required or permitted to be given under the Agreement must be in writing and sent by registered post addressed (i) if to Ticketmaster Resale, to Level 5, 364 Lonsdale Street, Melbourne, Victoria 3000 and (ii) if to You, to the Billing Address provided by You in creating Your personal account, as updated by You from time to time.

(G) The Agreement shall be governed by and construed in accordance with the law of Victoria, Australia and both parties agree to submit to the exclusive jurisdiction of the courts of Victoria, Australia other than where you are a Consumer, in which case you shall be entitled to take action in any competent court or forum.

Updated: 1 June 2018