

# 4MBS Ticketing Terms and Conditions

4MBS Ticketing purchasers should be aware of these Terms and Conditions.

References to “4MBS Ticketing” in these Terms and Conditions are to the Music Broadcasting Society of Qld Ltd trading as 4MBS and its subsidiaries (ABN 39 009 992 554).

## Application of Terms

1. By purchasing a ticket through 4MBS Ticketing, you agree to these Ticketing Terms and Conditions.
2. Tickets are sold or issued by 4MBS Ticketing as an agent for the musician/s or organisation/s which are managing, producing, promoting, presenting or otherwise providing the service, event or performance for which the ticket is sold or issued (Presenter). The name of the Presenter and/or the venue to which your ticket relates (Venue) is usually shown on the front of the ticket and is also available from 4MBS Ticketing.
3. 4MBS Ticketing has no control over, or liability for, the performance of the event by the Presenter. All Ticketing complaints and claims, and your legal rights, are against the Presenter, not 4MBS Ticketing (except where 4MBS Ticketing is at fault or where you have a legal right against 4MBS Ticketing, including under the Australian Consumer Law).

## Ticket Purchases

4. Tickets are valid only if purchased through 4MBS Ticketing or an authorised agent.
5. Ticket sales may be limited to a specified number of tickets. 4MBS Ticketing may cancel or refuse to accept orders which it believes are placed in excess of any such limits.
6. Bookings are subject to availability.
7. Once confirmed, your ticket and any transaction fee will not be refunded or exchanged, except as stated in clause 24 (Changes, Cancellations and Refunds) or as required by law (including the Australian Consumer Law).

## Pricing and Payment

8. All prices quoted are in Australian dollars and include GST if applicable. A tax invoice is available upon request to 4MBS Ticketing.
9. Prices are subject to change without notice.

10. A transaction fee may apply to your ticket purchase. You will be notified of the applicable fee prior to purchase. (Purchase then implies acceptance of any such fees.)
11. 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 used to purchase the ticket.
12. Concession and discounted prices, and complimentary tickets for Companion Card holders (for carers of paying patrons with disabilities) are determined at the discretion of the Presenter as advised to 4MBS Ticketing. Proof of eligibility may be required upon entry to the event.

## **Delivery, Collection and Printing of Tickets**

13. Tickets will be delivered only following full payment.
14. Ticket delivery options may include Print At Home, by post or by collection from the Venue Box Office. Postage and handling fees may apply.
15. If you select Print At Home, then:
  - a. in the event that a duplicate copy of this ticket appears, 4MBS Ticketing and the Venue reserve the right to request proof of identity and proof of purchase; and
  - b. unauthorised duplicate ticket holders will be refused entry to the Venue.

## **Conditions of Entry**

16. By attending an event, you agree to the Venue's conditions of entry. The Venue's conditions of entry are available from the Venue.
17. The right of admission is reserved by the Venue and the Presenter.
18. You may be refused entry or required to leave the Venue if you do not comply with the Venue's conditions of entry. Tickets will not be exchanged or refunded in these circumstances, unless required by law (including the Australian Consumer Law).

## **Changes, Cancellations and Refunds**

19. The Presenter may add, withdraw or substitute artists or vary advertised programs, performance times, venue, seating arrangements or audience capacity. Tickets will not be exchanged or refunded as a result of these changes, except as required by law (including the Australian Consumer Law).
20. If an event is cancelled, rescheduled or significantly relocated and provided 4MBS Ticketing receives authorisation from the Presenter, 4MBS Ticketing will make all

reasonable attempts to notify ticket holders of the cancellation, rescheduling or relocation. However, 4MBS Ticketing does not guarantee that ticket holders will be informed of such cancellation, rescheduling or relocation prior to the event. You may be entitled by law (including the Australian Consumer Law) or under the LPA Code to a refund where an event is cancelled, rescheduled or significantly relocated.

21. To the extent permitted by law (including the Australian Consumer Law), neither 4MBS Ticketing nor the Presenter will reimburse you 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 attendance or non-attendance at an event. 4MBS Ticketing recommends that you obtain ticket and/or travel insurance for those expenses.
22. To the extent permitted by law (including the Australian Consumer Law), neither 4MBS Ticketing nor the Presenter are liable to refund to you any amount beyond the face value of the ticket plus any transaction fee.
23. If 4MBS Ticketing reasonably forms the view that a ticket has been:
  - a. purchased with a stolen credit card;
  - b. sold in violation of clause 26 and 27 (No Scalping or Other Unauthorised Sales) of these terms; or
  - c. has been otherwise purchased or acquired fraudulently,

4MBS Ticketing may cancel the ticket. Where 4MBS Ticketing reasonably forms the view that the ticket was purchased with a stolen credit card, 4MBS Ticketing will take reasonable steps to refund the ticket price to that credit card unless it is unable to do so (for example, where the credit card has been cancelled).

24. A refund or exchange on the ticket/s will not be given except where the Purchaser can clearly state to 4MBS Ticketing the personal circumstances which impact on their ability to attend the event. 4MBS Ticketing reserves the right to retain a portion of the ticket cost for administrative purposes.

## **Lost or Stolen Tickets**

25. Where tickets are lost, stolen, misplaced or destroyed (or in other circumstances in which replacement tickets are required), please inform 4MBS Ticketing to have arrangements made for admittance on the day at the Venue. Proof of identity may be required.

## **No Scalping or Other Unauthorised Sales**

26. Tickets must not be resold or offered for resale at a premium or packaged, resold or otherwise offered for advertising, promotional or other commercial purposes (including competitions) without 4MBS Ticketing's prior written consent.

27. If a ticket is sold or used in contravention of this condition, the ticket may be seized or cancelled without refund or exchange and the bearer of the ticket may be denied admission.

## **Limitation of Liability**

28. To the extent permitted by law (including the Australian Consumer Law), 4MBS Ticketing and the Presenter are not liable to you for any loss, damage, injury, delays, additional expenses or inconvenience arising as a result of your attendance or non-attendance at the Venue and/or the event. Where liability cannot be excluded or modified by law, including pursuant to the Australian Consumer Law, the liability of 4MBS Ticketing and the Presenter is limited to the minimum permitted by law.

29. 4MBS Ticketing recommends that you obtain ticket and/or travel insurance.

## **Privacy**

30. By purchasing a ticket through 4MBS Ticketing, you consent to the collection, use, disclosure and handling of your personal information as detailed in the 4MBS Privacy Policy available here at [www.4mbs.com.au/privacy.html](http://www.4mbs.com.au/privacy.html).

31. This may include the disclosure of your personal information by 4MBS Ticketing to the Presenter and/or the Venue, in which case the Presenter and/or the Venue will collect, use, disclose and handle your personal information in line with their own privacy policies, which you may obtain from the Presenter or the Venue.

## **Packages**

*The following terms and conditions relate only to packages sold directly by 4MBS Ticketing. They do not relate to packages sold by other providers even if they include a 4MBS Ticketing ticket. 4MBS Ticketing recommends that you carefully review and read any additional terms and conditions of sale that may apply to such package, prior to purchasing the package.*

32. Elements included in packages are supplied by the managing, producing, promoting, presenting or other entity providing that element (Provider).

33. Information regarding package elements is supplied by the Provider. 4MBS Ticketing is not responsible for the accuracy of this information.

34. The Provider, not 4MBS Ticketing, is responsible for any complaints or claims.

35. Each package element is sold on the relevant Providers' terms and conditions, which are available from the Provider.

36. Subject to the Provider's terms and conditions, if an event is cancelled or re-scheduled, elements will not be refunded or exchanged, other than as required by law (including the Australian Consumer Law).

## Promotions and Competitions

37. If you received your ticket as a prize, gift, donation or otherwise for no cost, both these Terms and Conditions and the terms and conditions of the relevant promotion or competition (Competition Terms) apply to your use of the ticket.

## Merchandise

38. Merchandise will not be refunded or exchanged, unless required by law (including the Australian Consumer Law).

## General

39. These Terms and Conditions may be varied at any time. Any variations become effective on the day immediately after their publication on the 4MBS Ticketing website and apply to any purchases made after that date.

40. If any part of these Terms and Conditions is held to be invalid, illegal or unenforceable, it will be disregarded to the extent of its invalidity and the remainder of these Terms and Conditions will remain in full force and effect.

41. These Terms and Conditions are governed by the laws of Queensland, Australia.

**Disclaimer** In circumstances where a ticket printed by 4MBS Ticketing was purchased through an agency other than 4MBS Ticketing, some or all of these conditions may not apply.

(Current as of 28 February 2020.)