

## **TERMS & CONDITIONS OF SALE AND ENTRY**

### **APPLICATION OF TERMS**

1. By purchasing a ticket through Eventbrite (online) or an authorised safe channel, you acknowledge and agree to comply with these Terms and Conditions.
2. Tickets are sold or issued by Eventbrite as agent for the Queensland Music Festival PTY LTD (QMF) who are managing, producing, promoting, presenting or otherwise providing the event for which the ticket is sold or issued (Presenter).
3. These Terms and Conditions incorporate the Live Performance Australia Code of Ticketing Practice – Consumer Code (LPA Code), which sets out a code of conduct for the sale of tickets to live events including consumer rights. You can find the LPA Code [here](#).

### **TICKET PURCHASES**

4. Tickets are only valid if purchased through Eventbrite, the Box Office, the Venue or an authorised agent.
5. Ticket sales may be limited to a specified number of tickets. QMF and Eventbrite may cancel or refuse to accept orders which it believes are placed in excess of any such limits.
6. Once confirmed, your ticket and any transaction fee will not be refunded or exchanged, except as provided for in the LPA Code or as required by law (including the Australian Consumer Law).
7. Bookings are subject to availability.

### **PRICING AND PAYMENT**

8. All prices quoted are in Australian dollars and include GST.
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.
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.

### **DELIVERY, COLLECTION AND PRINTING OF TICKETS**

12. Delivery of tickets will only be made upon receipt of full payment. Where applicable, you may request delivery of your ticket by post, to self-print an e-ticket or to collect your ticket from the Venue's Box Office. Postage and handling fees may apply.
13. If you elect to self-print an e-ticket, then:
  - a) in the event that a duplicate copy of this ticket appears, Eventbrite, the Presenter and the Venue reserves the right to request proof of identity and proof of purchase. Unauthorised duplicate ticket holders will be refused entry to the Venue; and
  - b) you are responsible for printing the ticket and Eventbrite, the Presenter and the Venue reserve the right to charge an administration fee if a replacement ticket needs to be issued.

## **LOST OR STOLEN TICKETS**

14. Where tickets are lost, stolen, misplaced or destroyed, Eventbrite or the Presenter may charge an administration fee to issue replacement tickets and may require proof of identity and purchase, prior to issuing a replacement ticket.

## **CONDITIONS OF ENTRY**

15. Attendance at the event and the right of admission is reserved by the Venue and the Presenter.
16. By attending an event, you agree to the Venue's conditions of entry.
17. The use of photographic or recording devices of any kind is not permitted, unless otherwise expressly permitted by the Venue or Presenter. Bags and possessions may be inspected prior to admission.
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).

## **REFUNDS, CANCELLATIONS AND CHANGES**

19. The Presenter may add, withdraw or substitute artists (including the opening act/s) 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 provided for in the LPA Code or as required by law (including the Australian Consumer Law).
20. If an event is cancelled, rescheduled or significantly relocated and provided Eventbrite receives authorisation from the Presenter, QMF and Eventbrite will attempt to notify ticket holders of the cancellation, rescheduling or relocation. However, QMF and Eventbrite do not guarantee that ticket holders will be informed of such cancellation, rescheduling or relocation prior to the event.
21. You may be entitled at law or under the LPA Code to a refund where an event is cancelled, rescheduled or significantly relocated. To the extent permitted by law (including the Australian Consumer Law), neither Eventbrite 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. Eventbrite and the Presenter recommend that you obtain ticket and/or travel insurance for those expenses where available.
22. To the extent permitted by law (including the Australian Consumer Law), neither Eventbrite nor the Presenter are liable to refund to you any amount beyond the face value of the ticket plus any transaction fee.

## **NO SCALPING OR OTHER UNAUTHORISED SALES**

23. 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 QMF's prior written consent. 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.

### **VOLUNTARY ASSUMPTION OF RISK**

24. You enter the Venue at your own risk.
25. You understand that attendance at any event and/or the Venue may carry with it certain dangers, including the risk of injury and damage to you or your property.
26. By attending the event and/or the Venue, you accept the risk of damage and loss (including property damage, personal injury, economic and consequential loss) howsoever arising (including by negligence) at the Venue. This includes damage or loss caused by the acts or omissions of other ticketholders, visitors, guests, and the employees and agents of Eventbrite, Venue and the Presenter.

### **LIMITATION OF LIABILITY**

27. To the extent permitted by law (including the Australian Consumer Law), Eventbrite 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 Eventbrite and the Presenter is limited to the minimum permitted by law.

### **GENERAL**

28. These Terms and Conditions may be varied at any time. Any variations become effective on the day immediately after their publication on the QMF website and apply to any purchases made after that date.
29. 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.
30. These Terms and Conditions are governed by the laws of Queensland, Australia.

QUEENSLAND MUSIC FESTIVAL

Level 1/381 Brunswick St

Fortitude Valley Q 4006

ABN: 67 084 526 876