

## 1. Introduction

Roundhouse Entertainment Pty Ltd (**Roundhouse**) is a live music promoter. By purchasing a ticket to a tour or event promoted or facilitated by Roundhouse, You agree to be bound by the terms and conditions set out below (**Terms and Conditions**). The Terms and Conditions relate to the sale of tickets and attendance at the event to which the ticket relates (**Event**). These Terms and Conditions apply to the purchaser, any subsequent ticketholders and any ticket recipient (**You or Your**).

In addition to the Terms and Conditions, You may also be bound by:

- a) **Venue Terms and Conditions:** These are terms and conditions imposed by the venue at which the Event takes place. Applicable Venue Terms and Conditions will be made available at the point of purchase of your ticket from an authorised ticketing agent (**Roundhouse Ticketing Agent**).
- b) **Event Specific Terms:** These are terms and conditions imposed by Roundhouse that apply specifically to Your Event. To see whether any Event Specific Terms apply to Your Event, please see below.

Where there is inconsistency between the terms of any of the above, they will be applied in the following order:

- a) Venue Terms and Conditions
- b) Event Specific Terms
- c) Terms and Conditions

Roundhouse reserves the right to cancel any ticket used in breach of these Terms and Conditions or any Event Specific Terms.

## 2. Purchase of Tickets

Tickets to each Event are available through Roundhouse Ticketing Agents. Roundhouse cannot guarantee any ticket purchased through any means other than Roundhouse Ticketing Agents (for example via resale sites such as Viagogo, TicketFinders or Ticketmaster Resale).

## 3. Use of Tickets

The promotion, advertising, offering, or selling of tickets to an Event is strictly prohibited by anyone other than a Roundhouse Ticketing Agent, unless:

- a) with Roundhouse's prior written consent; or
- b) where expressly permitted under relevant State or Federal trading laws.

Tickets may not, without the prior written consent of Roundhouse, be used for advertising, promotion or for any other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services.

#### **4. Change in Event**

Roundhouse has the right to add, withdraw, reschedule or substitute support artists and/or vary advertised programs, times, prices, venues, seating arrangements, staging and audience capacity without notice to You. If an Event is a festival featuring multiple artists the line-up may be subject to change at the discretion of Roundhouse.

#### **5. Rescheduled Events**

If an Event is rescheduled for any reason whatsoever, Your ticket will be valid (or if applicable, Your ticket will be reissued) for the rescheduled Event. You are entitled to a full refund of the ticket price if You cannot attend the rescheduled Event, provided that You apply for a refund within the period of time advertised or notified by Roundhouse and/or the relevant Roundhouse Ticketing Agent.

#### **6. Cancellation of Events**

If the Event is cancelled for any reason whatsoever, You will be entitled to a full refund of the ticket price. To avoid doubt, Roundhouse is not liable to You for any losses or expenses incurred in connection with an Event being cancelled, postponed or changed (including, for example, travel, accommodation or other ancillary expenses), except to the extent that such losses arise from Roundhouse's breach of an applicable Consumer Guarantee (set out in the Australian Consumer Law).

#### **7. Refund or Exchange of Tickets**

Refunds or exchanges on any ticket will only be given as set out in these Terms and Conditions, or as reasonably determined by Roundhouse in order to comply with the *Live Performance Australia Code of Practice for Event Ticketing in Australia* or the *Australian Consumer Law* (or any other applicable laws). Roundhouse and/or Roundhouse Ticketing Agents will not issue replacement tickets where seating is not allocated (general admission tickets). Roundhouse Ticketing Agents may charge a fee for the replacement of tickets.

#### **8. Entry to the Event**

Patrons who are under 18 at the time of the Event must be accompanied by a ticket bearing patron over the age of 18. For the avoidance of doubt, patrons under the age of 18 are bound by the Terms and Conditions or any applicable Event Specific Terms.

For events that have Reserved Seating and General Admission areas, no ticket charge will be applied to patrons under 12 years old in the area marked 'General Admission'. A paid ticket is required for every patron, regardless of age, attending the areas that are Reserved Seating.

For shows where there are multiple General Admission areas, no ticket charge will be applied to patrons under 12 years old in the 'General Admission' area only. A paid ticket is required for every patron, regardless of age, attending the other General Admission areas i.e. Front General Admission, Gold General Admission, etc.

Roundhouse's rights to refuse entry to an Event include but are not limited to where:

- a) Your ticket has been handled in breach of these Terms and Conditions or the Event Specific Terms; or
- b) Your ticket is defaced or damaged.

You are reminded that in addition to Roundhouse's right to refuse entry to an Event, the venue hosting the Event may impose additional restrictions. In particular, the venue may designate that certain Events are subject to age restrictions. Age restrictions will be indicated on the Roundhouse website and/or the Roundhouse Ticketing Agent's website. Roundhouse does not allow passouts and/or re-entry into the Event.

#### **9. Event/ VIP Package Tickets**

Where goods or services (including but not limited to hospitality suites or experiences) are purchased in conjunction with an Event ticket (**Event Packages**), Roundhouse is responsible only where that Event Package was purchased directly from Roundhouse or a Roundhouse Ticketing Agent. For the avoidance of doubt, Roundhouse is not responsible for Event Packages sold, distributed and provided by third party operators. You may be subject to further terms and conditions relating to these third party Event Packages. Any queries, concerns or issues relating to a third party Event Package should be directed to that provider.

#### **10. Photography and filming at Events**

Roundhouse reserves the right to broadcast, telecast, film and/or record any Event. If You are photographed, filmed or taped whilst attending an Event, You consent to Roundhouse (or third parties appointed by Roundhouse) photographing, filming or taping You. Third parties may be appointed by Roundhouse to broadcast, publish, license and use any photographs, film, recordings or images of You without compensation or restriction, including but not limited to marketing and promotional use and in all media. Roundhouse, the third parties and anyone acquiring from them a right to use the material are not liable to You in any way for its use.

You may not be permitted to use cameras, audio and video recorders at an Event.

#### **11. Security and Safety**

You agree to comply with security, safety and licensing requirements and directions at the Event. This includes, but is not limited to, liquor licensing and/or smoking regulations. Prior to entry to the Event, You may be subject to specific security and safety requirements including but not limited to bag checking, metal detector tests, pat downs and/or drug detection tests.

It is important to Roundhouse and our artists that each Event is enjoyable and safe for patrons. Anyone behaving in an offensive, disruptive or dangerous manner may be ejected from the Event in Roundhouse's discretion. If You feel unsafe, distressed or harassed at an Event we encourage You to seek the assistance of security or Venue personnel.

#### **12. Loss or injury at Event**

To the extent permitted by the law and subject to your rights under any applicable Consumer Guarantees in the *Australian Consumer Law*, You release Roundhouse (including its directors, officers,

employees, consultants, contractors, agents and volunteers) from any liability for any damage, loss, liability or injury You may suffer in relation to your attendance at an Event, howsoever caused, including due to any negligence or other act or omission of Roundhouse and/or the Venue.

You agree to compensate Roundhouse and/or the Venue for any damage, loss, liability or injury that Roundhouse and/or the Venue may suffer as a result of your wilful, reckless or negligent acts or omissions at an Event.

### **13. Certain items prohibited**

Roundhouse, and its designated representatives, including security personnel, reserves the right to prohibit items which it believes threatens the enjoyment, rights and/or safety of You, performers and/or other patrons at the Event. Prohibited items include, but are not limited to, the following:

- tables, tents or sun shelters;
- umbrellas;
- alcohol, soft drinks and bottled drinks;
- illicit substances;
- unsealed water bottles;
- water bottles over 1.5L;
- glass items;
- metal cutlery and/or knives;
- weapons of any sort including Tasers, mace spray;
- selfie and/or go pro sticks;
- animals (with the exception of guide dogs);
- beanbags, blow-up chairs or lounges;
- lasers, flashlights;
- fireworks and/or flares;
- drones;
- items capable of being used as a projectile.

Prohibited items found prior to entry or at the Event will be confiscated and Roundhouse takes no responsibility for confiscated items.

### **14. Variation to Terms and Conditions**

Roundhouse may vary these Terms and Conditions at any time. Any variations become effective immediately once the variation is published.