

HUMANITIX TICKET PURCHASING AGREEMENT

1 Agreement

- 1.1 You should read these Terms and Conditions carefully. In these Terms and Conditions the words, "**Humanitix**", "**Company**", "**we**", "**our**" and "**us**" refer to Humanitix Ltd trading as **Humanitix**, and includes its directors, employees and agents; and "**you**" or "**your**" means the person who accepts these Terms and Conditions, by using the Site and associated software, networks and processes, including the purchase of goods or services, through the Site.
- 1.2 These Terms and Conditions apply to you, the Site user and your usage of the Site and associated software, networks and processes, including the purchase of ticketing and related software service that allow you access to, or participation in, events, venues and other activities, through the Site.
- 1.3 By browsing the Site, or placing an Order, you agree to these Terms and Conditions.
- 1.4 Humanitix acts as an agent to the Event Promoter and by entering into this Agreement, you agree and acknowledge that you are buying a ticket or merchandise from the Event Promoter not us.

2 Interpretation

- 2.1 In these Terms and Conditions:

"**Agreement**" or "**Terms and Conditions**" means these Terms and Conditions, including all the terms of any Order placed by you the user through the Site (if applicable).

"**Customer**" means the person or legal entity identified in a **Humanitix** invoice or sales document.

"**Delivery Cost**" means the costs associated with delivery as specified in an Order.

"**Event Promoter**" means those individuals, businesses or charitable organisations, that are promoting or otherwise providing the events for which you purchase tickets, including the event organiser, promoter, producer, presenter, band, manager or venue.

"**Goods**" means the Tickets listed in an invoice or sales document and Merchandise.

"**Intellectual Property**" means all rights in patent, copyright, trade names, trademarks, logos, designs, images (including still images, and audio and audio-visual media).

"**Material**" means any information (including but not limited to data, source codes, and drawings) or images in any form (whether visible or not) stored on or in use with the Site.

"**Merchandise**" means any items other than Tickets listed on the Site (for sale or otherwise).

"**Order**" means an order for one or more Tickets or Merchandise placed by a Customer through the Site.

"**Site**" means the internet site located at the URL: **www.humanitix.com.au** and operated by Humanitix.

“Tickets” means tickets to events listed on the Site (for sale or otherwise), including:

- (a) “physical tickets”: Tickets received via mail or collected on site
- (b) “e-tickets”: Print-at-home and email confirmations serving as tickets to gain entry to the event

2.2 Any reference in this Agreement to the singular includes the plural, to any gender includes all genders, to any act or statute includes any Act or statute which supersedes, replaces or modifies any earlier Act or statute, to persons includes all bodies and associations both corporate and incorporated and vice versa. Paragraph headings are for reference purposes only and all references to clauses are to clauses in this Agreement unless otherwise specified.

3 Site Use

3.1 You must ensure that your access to, or use of the Site is not illegal or prohibited by laws which apply to you.

3.2 You must take your own precautions to ensure that your process for accessing the Site does not expose you to risk of viruses, malicious computer code or other forms of interference, which may damage your computer system. Humanitix takes no responsibility for any such damage, which may arise in connection with your use of the Site.

3.3 You understand and agree that any suspected fraudulent, abusive or illegal activity may be referred to appropriate law enforcement authorities.

3.4 You may not use one email address to register for multiple accounts.

3.5 You must keep your password secure as you are responsible for any activity on your account. You agree to notify us immediately if you become aware of any security breach or any unauthorised use of your password or account.

3.6 Humanitix may stop (temporarily or permanently) providing access to the Site to you, or to guests or members generally, at our discretion and without prior notice to you.

3.7 We may in our sole discretion terminate your account or restrict your access to the Site. If we do this, you may be prevented from accessing all or parts of the Site, your account details or other content contained in your account. We will not be liable to you or any third party for doing so. We may impose limits or restrictions on the use you may make of the Site. Further, for security, technical, maintenance, legal or regulatory reasons, or due to any breach of these terms, we may withdraw the Site, or change or remove Site functionality at any time without notice to you.

3.8 The Site may contain links to other websites. Those links are provided for convenience only and may not remain current or be maintained. Humanitix will not be responsible for the content or privacy practices associated with linked websites.

3.9 You agree that you will not engage in any activity that interferes with or disrupts the Site or the servers and networks that host the Site. You agree not to, or attempt to, circumvent, disable or otherwise interfere with security-related

features of the Site or features that prevent or restrict use or copying of any content or enforce limitations on the use of the Site or the content.

- 3.10 You must take your own precautions to ensure that your process for accessing the Site does not expose you to risk of viruses, malicious computer code or other forms of interference which may damage your computer system. Humanitix takes no responsibility for any such damage which may arise in connection with your use of the Site.

4 Legal Capacity

- 4.1 You must be eighteen (18) years of age or over to register as a member of the Site or purchase Tickets or Goods from the Site.
- 4.2 Any Order and/or purchase made by you using this Site is an acknowledgement by you that you are over the age of eighteen (18) years, you accept these terms and agree that you have entered into a legal contract with Humanitix in relation to these terms.
- 4.3 Humanitix reserves the right to take legal action and seek compensation for any loss or damage it may suffer as a result of a transaction entered into by a minor, from the parent or guardian of a minor who causes an Order to be placed.

5 Pricing

- 5.1 All prices listed on the Site are in Australian Dollars unless otherwise specified.
- 5.2 All prices listed on the Site include GST unless otherwise specified.
- 5.3 All prices displayed on the Site are subject to change without notice. Prices for items in an Order are fixed once your Order has been confirmed. Subsequent price changes either up or down will not be retroactively applied to confirmed Orders.
- 5.4 Promotional discount codes may be given at the sole discretion of Humanitix on terms and conditions notified at the time of the relevant offer.
- 5.5 If a discount code is entered at the checkout, it has the effect of applying a discount equally across the entire Order, including Goods, associated Delivery Cost and booking fees.
- 5.6 For physical tickets and Merchandise:
- (a) All prices listed on the Site exclude non-refundable booking fees and Delivery Costs, which are shown separately in the in the check out page, prior to payment details but may be recalculated depending on the number of Goods you place in an Order.
 - (b) You agree to pay booking fees and Delivery Costs as they are calculated and listed in the Order confirmation at the time of purchase.
 - (c) International Delivery Costs do not include any taxes or duties which may be applied by customs at the destination country and any duties or taxes incurred are the responsibility of the recipient of the Order
- 5.7 For e-tickets:

- (a) all prices listed on the Site exclude non-refundable booking fees, which is shown separately in the basket but may be recalculated depending on the number of Goods you place in an Order.
- (b) You agree to pay booking fees as they are calculated and listed in the Order confirmation at the time of purchase.

5.8 In accordance with Australian export regulations we are required to declare the exact value of all items and identify the Order as dutiable “merchandise”. We are also prohibited by law from identifying an Order as a “gift” for export purposes, even if you have placed the Order with the intention of delivery to a gift recipient.

5.9 Humanitix reserves the right to refuse a sale.

6 Ticket Specifications

Features and characteristics of Tickets described or depicted on the Site are subject to change without notice.

7 Orders

7.1 You may place an Order by filling in the Order Form on the Site and clicking the "confirm" button.

7.2 Orders will be deemed to have been received by Humanitix at the time Humanitix sends an Order confirmation to your nominated e-mail address.

7.3 You should take care when submitting an Order - Orders may not be cancelled once they have been received by Humanitix.

7.4 Offers for Tickets or Merchandise made by Humanitix on the Site do not constitute an offer to sell but an invitation to treat. By placing an Order, you make an offer to us to purchase the Tickets or Merchandise you have selected based on these Terms and Conditions.

7.5 Humanitix is an online business and will primarily communicate with customers via e-mail. It is the customer's responsibility to ensure the correct contact details are entered and that the nominated e-mail address is regularly checked for correspondence.

7.6 Each Order (once confirmed) represents a separate agreement.

7.7 Humanitix reserves the right to not accept or to cancel Orders that request commercial quantities of Goods.

7.8 Humanitix, at its sole discretion, may cancel your Order at any time prior to dispatch of the Goods.

7.9 In the event of a cancelled Order, funds paid in relation to that Order will be refunded in full as soon as is reasonably practicable. You will be provided with e-mail acknowledgement of the cancellation and refund.

7.10 Humanitix accepts no responsibility for Orders that are declined or not accepted due to disruptions with internet connections.

- 7.11 Where you have provided an incorrect or incomplete delivery address or email address, for your Order, we may charge a redelivery fee for each subsequent delivery attempt.

8 Payment

- 8.1 You can pay for your Order by any of the methods specified on the electronic Order form on the Site, which may include but are not limited to credit card, PayPal or Direct Deposit via EFT.
- 8.2 Payment for Orders will be processed immediately upon confirmation of your Order, including for Tickets that are listed as on pre-sale.
- 8.3 You acknowledge that Humanitix may treat an electronic instruction as authentic and is under no obligation to investigate the authenticity or authority of persons issuing or transmitting such electronic instructions, or to verify the accuracy and completeness of such electronic instructions.
- 8.4 If your nominated payment method triggers Humanitix internal suspect transaction protocols, Humanitix may contact you to confirm additional details, or rescind the transaction. In this case, until your Order has passed our fraud prevention protocols your Order will not be fulfilled. If you do not provide the requested information within up to 7 days, your Order will be cancelled and your payment will be refunded back to the method in which you paid. These information requests are sent to help protect credit card holders from online fraud.

9 Delivery and ownership of the goods

- 9.1 Humanitix tries to ensure that all goods are delivered in a prompt and timely manner. However, from time to time it is possible that shipping and other factors outside our control may result in delays. Humanitix does not accept any liability for loss or damage suffered by anyone as a result of any such delays.
- 9.2 For physical tickets:
- (a) the date of dispatch listed on the Site is the estimated date of dispatch as is reasonably estimated by Humanitix and is subject to change without notice. Where scheduled dispatch of a Product is delayed by more than 1 week, customers will be notified by e-mail at the e-mail address nominated in their Order.
 - (b) Humanitix will not dispatch Goods to PO box addresses.
 - (c) The title and risk in the Goods pass to the customer on signing for delivery of the Goods
 - (d) Where a customer gives written authority for an item to be delivered without a signature, any and all included insurance cover will be voided.
 - (e) Humanitix nominated courier will deliver Goods during business hours (9am to 5pm, Monday to Friday).
 - (f) Humanitix reserves the right to not ship to remote or rural locations.
 - (g) Humanitix is not responsible for the delivery times of Goods. Once Goods have been dispatched, it is the customer's responsibility to liaise with

Humanitix's nominated courier company in relation to date of delivery and to make themselves available to take delivery during business hours. Any information provided by Humanitix to a customer in relation to delivery will be from a third party, and as such Humanitix will not guarantee the accuracy of such information.

9.3 For e-tickets (i.e. product delivered digitally), title and risk in the Goods pass to the customer on receiving an email with the digital product or link to the digital product.

9.4 For Merchandise:

- (a) The date of dispatch listed on the Site is the estimated date of dispatch as is reasonably estimated by the Event Promoter and is subject to change without notice.
- (b) The Event Promoter will be solely responsible for dispatch and delivery.
- (c) Humanitix is not responsible for the delivery days or times of Goods by the Event Promoter and any information provided by Humanitix to a customer in relation to delivery will be from a third party, and as such Humanitix will not guarantee the accuracy of such information.

10 Non refundable booking fee and Delivery Costs

You acknowledge and agree that any booking fee and Delivery Costs paid by you for any Tickets or Goods purchased through Humanitix are non-refundable and under no circumstances will Humanitix refund (or be required to refund), any booking fee or Delivery Costs paid by you.

11 Refunds and returns

11.1 Nothing in these Terms and Conditions excludes, restricts or modifies the consumer guarantees provided for by statute including under the Australian Consumer Law.

11.2 If Goods you purchased:

- (a) are not of acceptable quality;
- (b) are not fit for their purpose; or
- (c) do not match their descriptions,

You may have rights under the Australian Consumer Law to have the Goods repaired or replaced or have the price You paid for the Goods refunded.

11.3 If any of clauses 11.2(a) to 11.2(c) apply, You should contact the Event Promoter at the email address listed on their ticket page within a reasonable time and provide your name, address and date of purchase, as well as a description of your concerns regarding the Goods.

11.4 If Goods are damaged on delivery, then you should refuse to take receipt of those Goods and notify the Event Promoter immediately. If you notice damage to Goods after delivery, you should notify the Event Promoter immediately and they will arrange for return of the Goods in accordance with these Terms and Conditions.

- 11.5 You must comply with directions from the Event Promoter staff to facilitate a return.
- 11.6 Returned Goods must be returned with proof of purchase in their original packaging, and must be in a re-saleable condition. For the avoidance of doubt, nothing in this clause limits or restricts your ability to make a claim that may be available to you for failure to comply with a guarantee under the Australian Consumer Law. If you are returning Goods due to a fault or defect under a guarantee under the Australian Consumer Law, you may be able to return the Goods without their original packaging.
- 11.7 Subject to clause 11.8, it is the customer's responsibility to ensure that returned items are returned safely. Humanitix takes no responsibility for items lost in transit.
- 11.8 Where you are returning Goods to the Event Promoter because of our failure to comply with a consumer guarantee, you must return the Goods to the Event Promoter at your cost unless the Goods cannot be returned, removed or transported without significant cost to you because of:
- (a) the nature of our failure to comply with the consumer guarantee; or
 - (b) the size, height or method of attachment of the Goods.

Where you are returning Goods to the Event Promoter, we take no responsibility for Goods lost in transit. If clause 11.8(b) applies, we will, within a reasonable time, collect the Goods at our expense.

- 11.9 Refunds may take up to 10 business days to be processed.
- 11.10 Other than for reasons described in this clause or in the case of a cancelled or rescheduled event (see clause 11) as defined by the Live Performance Australia Code of Practice, all ticket sales are final and no exchange or refund will be given.

12 **Cancellation of an Event**

- 12.1 Occasionally an event may be cancelled, postponed or significantly varied (due to situations, which affect the performer, staff or audience) by the Event Promoter.
- 12.2 In the event of an event being cancelled, postponed or significantly varied (due to situations, which affect the performer, staff or audience):
- (a) the Event Promoter and Humanitix will both make reasonable endeavours to inform ticket holders of an event being cancelled, postponed or significantly varied;
 - (b) once you learn of an event being cancelled, postponed or significantly varied and you wish to access a comparable ticket at a varied or rescheduled event, or a refund (see below) please contact the Event Promoter at the email address listed on their ticket page;
 - (c) the Event Promoter will offer a comparable ticket at a varied or rescheduled event, or a refund for cancelled events (excluding the booking fee), whether they choose to offer a comparable ticket at a varied or rescheduled event, or a refund will be at the sole discretion of the Event Promoter;

- (d) it is the Event Promoter's sole responsibility and liability to provide any refund or comparable ticket and Humanitix will not have any liability or responsibility to issue any refund or comparable ticket or to handle the customer service associated with issuing any refund or comparable ticket; and
- (e) it will be your sole responsibility to apply for a comparable ticket at a varied or rescheduled event.

13 Changes to Tickets

If you wish to change any of the details of the Tickets purchased, including changing the name associated with any Ticket, you should contact the Event Promoter directly. It is the Event Promoter's sole responsibility and liability to implement any changes and Humanitix will not have any liability or responsibility to implement any change or to handle the customer service associated with issuing any change.

14 Intellectual Property

- 14.1 You acknowledge that all Intellectual Property in any Material on the Site is the property of Humanitix, or a third party and remains the property of its respective owners. Unless expressly authorised under this Agreement or otherwise, you may not reproduce adapt, modify, display, perform or distribute any Material or any part of any Material. These intellectual property rights are protected by Australian and international laws and nothing in this Agreement gives you a right to use any of them.
- 14.2 You may view the Site and its contents for personal and non-commercial use only and subject to the *Copyright Act 1968* (Cth) and similar legislation, you may not in any form or by any means reproduce, modify, distribute, store, transmit, publish or display within another website or create derivative works from any part of the Site or commercialise any information obtained from any part of the Site without the prior written consent Humanitix or, in the case of third party Material, from the owner of the copyright in that Material.
- 14.3 You may not modify or copy the layout or appearance of the Site nor any computer software or code contained in the Site, nor may you decompile or disassemble, reverse engineer or otherwise attempt to discover or access any source code related to the Site.

15 Linking to the Site

- 15.1 You may link to the Site, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
- 15.2 You must not establish a link from any website that is not owned by you.
- 15.3 This Site must not be framed on any other site, nor may you create a link to any part of this Site other than the home page. We reserve the right to withdraw linking permission without notice.

16 Indemnity

- 16.1 You waive, release, discharge and relinquish any and all claims that you have now or may have against Humanitix which are connected with, arise out of, relate to or are incidental to the use of the Site.
- 16.2 You agree to indemnify and to keep indemnified Humanitix and hold harmless from and against any and all claims, loss, damage, taxes, liability and/or expense that may be incurred by Humanitix arising out of or in connection with your use of the Site, any breach by you of this Agreement or the use of Humanitix Tickets or Merchandise outside the manufacturer's specifications or other Product warnings or instructions (including labels) on the Site, accompanying the Tickets or Merchandise or otherwise notified to you from time to time.

17 Liability

- 17.1 You acknowledge that once Humanitix has remitted the purchase price paid by you to the Event Promoter, Humanitix has fulfilled its obligations to process your ticket and our only obligation to you relate to ticketing fulfilment prior to an event. Any disputes regarding refunds, the products, services, content, actions, failure to act of any venue, performer, promoter or third party in connection with or referenced on the Humanitix website or App, other than a breach of this Agreement, are to the extent permitted by law, between you and the Event Promoter.
- 17.2 To the extent permitted by law, all conditions or warranties expressed or implied by law are excluded and the liability of Humanitix (in negligence or otherwise) is limited (at the option of Humanitix) to the resupply of Goods, or the cost of having the Goods supplied again. You agree that Humanitix shall not be held liable for any indirect or consequential loss.
- 17.3 To the extent permitted by law, all conditions or warranties expressed or implied by law are excluded and the liability of Humanitix (in negligence or otherwise) is limited (at the option of Humanitix) to these Terms and Conditions.
- 17.4 To the extent permitted by law, typographical, clerical or other errors or omissions in sales literature, quotations, price lists, acceptances or offers, invoices or other documents or information issued by Humanitix will be subject to correction without any liability on Our part.

18 Privacy

- 18.1 We gather personal information about our customers for the purposes of:
- (a) marketing, supplying or delivering our products to you;
 - (b) carrying out repair work (both in and out of warranty repairs);
 - (c) improving and developing our products; and
 - (d) expanding our business.
- 18.2 Humanitix is committed to protecting your privacy and personal information because of our legal and ethical commitment to comply with relevant law and more importantly, because we know that you care how information about you may be used and shared.

18.3 Further details about our practices relating to the collection, use, disclosure and storage of your personal information are available from the adjacent privacy policy link

19 General

19.1 To the extent that there is an inconsistency between any agreement between you and the Event Promoter or terms and conditions issued by the Event Promoter and this Agreement, the relevant terms in this Agreement shall apply

19.2 Humanitix reserves the right to make changes to these Terms and Conditions without notice.

19.3 Any provision of this Agreement which is void or unenforceable may be severed from this Agreement without affecting the enforceability of other provisions.

19.4 A failure or delay by Humanitix to exercise a power or right under this Agreement does not operate as a waiver of that power or right, and the exercise of a power or right by Humanitix does not preclude its future ability to exercise that or any other power or right.

19.5 This Agreement is governed by, and must be construed according to, the law of the State of Victoria, Australia and the parties submit to the jurisdiction of the courts in that State.