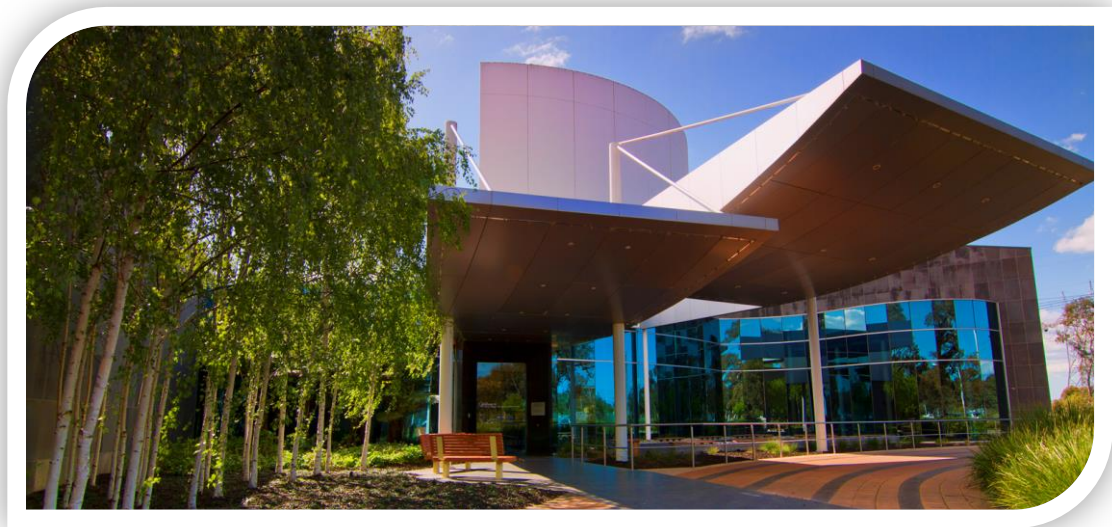




Plenty Ranges
Arts & Convention Centre



TICKETING POLICY



1. Introduction

Our goal at Plenty Ranges Arts & Convention Centre (PRACC) is to make your purchasing experience easy, efficient and equitable, so that we can get you on your way to live events as quickly as possible. The following policies are designed to ensure your satisfaction and understanding of our purchase processes. If you have any questions about the information below, please contact us.

Each ticket that you purchase is a license to attend a particular event and is subject to the additional terms set forth on that ticket.

2. Who You Are Buying From

PRACC sells tickets on for our own hosted events and on behalf of our hirer who host an event in our venue. We refer to these artists, agents, promoters or sponsors for whom we provide ticketing to sell to you as our 'Clients'. As PRACC acts as an agent for our Clients, except as specified in these terms and conditions or where PRACC is hosting the event, PRACC will not be held personally liable for any dispute over an event or a ticket purchase.

Details of the Client for a particular event can be obtained from PRACC. Each ticket is issued subject to the terms and conditions of PRACC.

3. Pricing and Availability

PRACC determines ticket prices and seating layout for PRACC hosted events. However, where PRACC sells tickets on behalf of Clients, this means PRACC does not set the ticket prices or determine seating layouts. Tickets are generally sold through one of two distribution points, PRACC box office or through our Client directly. Where PRACC does not control ticketing sales and distribution, availability is determined by our Client.

The maximum available amount of tickets for one performance is set by a maximum capacity that is in place to align with building codes, emergency evacuation procedures and OH&S policies. This is determined by PRACC. To avoid overcrowding, all persons (with exemption to infants 12 months old and under) that are attending the event are required to be in the possession of a PRACC authorised ticket and be seated throughout an event. No person shall remain in the aisles or stairways.

4. Cancelled Events

Occasionally, events are cancelled or postponed by the Client due to unforeseen circumstances or situational conditions which may affect the performers, staff or audience. If an event is cancelled, please contact the location you purchased your tickets for information. Where PRACC sells the tickets, unless indicated otherwise in relation to a particular event, if an event is cancelled or rescheduled, ticket purchasers will be offered seats at any rescheduled event up to the face value of the original tickets or, if the ticket purchaser is unable to attend the rescheduled event or the event is not rescheduled, a refund. Refunds for tickets purchased prior to the date of the original event will be given up to the amount paid for the tickets (including per transaction handling fees) but will normally exclude any delivery fees paid in respect of the tickets. Depending on the circumstances in each case, a partial refund may be given where one day of a multi-day event is cancelled. Contact PRACC for exact instructions if an event is cancelled or rescheduled.

It is your responsibility to ascertain whether an event has been cancelled and the date and time of any rescheduled event. If an event is cancelled or rescheduled, we will use reasonable endeavours to notify ticket purchasers of the cancellation once we have received the relevant authorisation from the Client. We do not guarantee that ticket purchasers will be informed of such cancellation before the date of the event.

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5. Refunds, Exchanges and Replacement Tickets

All sales are final. Before purchasing tickets, carefully review the event and seat selection details. PRACC will not issue an exchange or refund for any client who mistakenly purchases unwanted ticket/s. PRACC will not issue an exchange or refund for a lost, stolen, damaged or destroyed ticket (including where a ticket does not arrive in the mail) unless (a) PRACC can identify at the venue the actual seat corresponding to the ticket for that event, or in the case of a general admission ticket, PRACC is able to identify (acting reasonably) and cancel the relevant ticket, and (b) you give PRACC a reasonable amount of notice ahead of the event that the ticket has been lost, stolen, damaged or destroyed, in which case PRACC will issue a replacement ticket to you for a reasonable administration fee. A change in personal circumstances does not entitle a ticket holder to return or exchange a ticket.

Subject to any statutory rights of refund (including, without limitation, the provisions of the Australian Consumer Law), if an event takes place then generally there is no right to a refund or exchange, including where a ticket holder cannot attend.

6. Billing Information Verification

Orders are processed only after a billing address and other billing information has been verified. Occasionally, we receive incorrect billing or credit card account information for a ticket order that can delay processing and delivery. In these cases, PRACC customer service will attempt to contact you using the information provided at the time of purchase. If PRACC is unable to reach you after its initial attempt, PRACC may cancel your order and may sell your tickets to another customer.

7. Delivery of Tickets and Will Call

If you have selected delivery through the mail, please allow at least 14 days after your order is made to receive your tickets. PRACC sends tickets to the address provided at sale.

When offered, tickets delivered through Will Call are typically available one hour prior to the event start time. You will need to present identification of purchaser that includes the billing address used at time of purchase. Some events do not have Will Call (in this case you will not get Will Call as a delivery option when ordering tickets).

8. Pricing and Other Errors

If you are able to order a ticket before its scheduled on-sale or presale date or you are able to order a ticket that was not supposed to have been released for sale, then PRACC will have the right to cancel that ticket (or the order for that ticket) and refund to you the amount that you paid. This will apply regardless of whether human error or a transactional malfunction of online merchants or other PRACC operated system.

If we discover an error in the price of tickets you have ordered (regardless of the source of that error, and whether it was an error in a price posted online or otherwise communicated to you), we will inform you as soon as possible and give you the option of reconfirming your order at the correct price (and credit or debit your account as applicable) or cancelling your order. If we are unable to contact you, you agree that we may treat the order as cancelled.

9. Limitation of Liability

To the extent permitted by law (including, without limitation, the Australian Consumer Law), neither the Client nor PRACC shall have any liability to you beyond the face value of the ticket purchased plus any relevant per transaction handling fee and delivery fee. Neither the Client nor PRACC shall be liable for any loss of enjoyment or wasted expenditure. Personal arrangements including travel, subsistence and accommodation relating to the event which have been arranged by you are at your own risk. The Client and PRACC accept no responsibility for any personal property. This provision does not affect your rights or remedies in relation to any Consumer Guarantee that may be applicable to the Client or PRACC's services.

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10. Injury at Events

To the extent permitted by law, PRACC disclaims all liability for any injuries caused at an event. Objects may fly into the spectator area during events. Although reasonable measures are taken by the Client to protect spectators, injury can occur. Stay alert at all times before, during and after the event. If struck or otherwise injured or distressed, immediately ask an usher for assistance or directions to contact an emergency service. By purchasing a ticket for an event through PRACC, or by using a ticket purchased through PRACC for entry to an event, you acknowledge and accept these terms and conditions in your personal capacity and on behalf of any accompanying minor. You assume all risks which are incidental to the relevant event, whether before, during or after the event. PRACC, in acting as agent for the Client, will not be liable for any obligations owed by the Client to you as a ticket purchaser or ticket holder.

11. License; Ejection and Cancellation; No Redemption Value

PRACC reserve the right, without refund of any amount paid, to refuse admission to, or eject, any person whose conduct, PRACC employees or contractors deems to be disorderly, who uses vulgar or abusive language or who otherwise fails to comply with the PRACC terms and conditions. A ticket is a revocable licence and breach of any such terms and conditions will terminate your licence to attend the event without refund or compensation. A ticket is not redeemable for cash.

All patrons attending an event must hold a valid PRACC ticket for that event. Third party agency tickets will not be accepted. Late arrivals to an event may result in non-admittance until a suitable break in the performance.

12. Recording, Transmission and Exhibition

Cameras, video and audio recorders, mobile phones and pagers are not be permitted.

You agree not to record or transmit, or aid in recording or transmitting, any description, account, picture, or reproduction of the event. You grant permission to the Client to utilise your image, likeness, actions and statements in any live or recorded audio, video, or photographic display or other transmission, exhibition, publication or reproduction made of, or at, the event (regardless of whether before, during or after the event) in any medium or context without further authorisation or compensation.

13. Subject to Search

You may be requested to submit yourself and your belongings to a search on entry to an event for which you hold a ticket. By purchasing a ticket from PRACC or using a ticket to gain entry into an event, you consent to such searches and waive any related claims that may arise (to the extent permissible by law). If you withdraw your consent to such searches, you may be denied entry to the event without refund or other compensation. PRACC prohibit certain items from being brought into the venue, including without limitation, alcohol, drugs, controlled substances, cameras, recording devices, bundles and containers. Such items may be confiscated and neither PRACC nor Clients accept any responsibility for confiscated items.

14. Unlawful Re-Sale of Tickets; Commercial Purposes

There are laws in place in certain states that prohibit resale of tickets to certain events or limit the prices at which they may be resold. As a ticket purchaser, you are responsible for complying with any such laws.

Unauthorised duplication of PRACC ticketing is strictly prohibited and may void the original purchased ticket.

A ticket shall not be used for advertising, promotions, contests or sweepstakes, unless formal written authorisation is given by PRACC, provided that even if such consent is obtained, use of PRACC's trademarks and other intellectual property is subject to PRACC's express consent.

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15. Online Ticket Purchase

15.1 Multiple Browser Windows

When ordering tickets online, please ensure you are looking for tickets and placing an order using only one browser window. Looking up tickets using multiple browser windows could result in losing your tickets or timer expiration

15.2 Order Confirmation

Details of all successful and completed ticket purchase orders are sent to the purchaser (in the form of a confirmation page or email) with a confirmation number. If you do not receive a confirmation number after submitting payment information, or if you experience an error message or service interruption after submitting payment information, it is your responsibility to confirm with PRACC Box Office whether or not your order has been placed. Only you may be aware of any problems that may occur during the purchase process. PRACC will not be responsible for losses (monetary or otherwise) if you assumed that an order was not placed because you failed to receive confirmation.

15.3 Amount of Tickets Per Customer or 'Ticket Limits'

When purchasing tickets online, you are limited to a specified number of tickets for each event (also known as a 'ticket limit'). This amount is included on the unique event page and is verified with every transaction. This policy is in effect to discourage unfair ticket buying practices.

15.4 Currency

All ticket prices for events that occur in Australia are stated in Australian Dollars. Methods of payment online include: MasterCard and Visa.

16. Infants and Toddlers

For all performances, infants who are 12 months and under may be admitted into an event at no cost and without a ticket. In these cases, children will not be allocated a seat and must be seated on the lap of a parent or guardian for the duration of the event.

Toddlers who are over 12 months old are required to have their own seat and have a paid ticket.

17. Fees and Discounts

The price advertised for tickets includes GST, but excludes per ticket fees and/or fees that are calculated on a per transaction basis. Per ticket and transaction fees are added to the final total of your order. The fees calculated on a per ticket and per transaction basis cover the costs of providing ticketing services, including things like administration, infrastructure costs, operating an internet site and financial institution charges. Fees vary depending on the event and are agreed between the relevant Client and/or PRACC.

Where applicable and a discount offer is available, discount cards may be used, including but not limited to;

- Commonwealth seniors health card
- Health care card
- Pensioner concession card
- Senior card
- Student concession card

Companion Cards are accepted by all PRACC hosted events.

Discount or companion card will be required at either or both, at the time of purchase and the use of ticket as entry to venue. Incorrect purchase of tickets without valid proof of discount card may result in invalidity of ticket and refused entry to the event.

18. Law and Jurisdiction

The provisions of this Purchase Policy are governed by the laws of Victoria, Australia

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