

Pride Western Australian INC

Ticket Sales Terms & Conditions

PRIDE WA TERMS & CONDITIONS

All sales by Pride WA are sold under the Terms and Conditions outlined below.

1. APPLICATION OF THESE TERMS AND CONDITIONS

These Terms and Conditions apply regardless of whether you are the original purchaser or ticketholder or subsequent ticketholder. By purchasing or otherwise acquiring a ticket you agree to these Terms and Conditions.

2. REFUNDS, EXCHANGES AND REPLACEMENTS

- 2.1. Pride WA does not offer refunds or exchanges because of a change in your personal circumstances or factors outside of Pride WA's control (e.g. inclement weather). Pride WA will only provide a refund or exchange a ticket if an event is cancelled or to the extent otherwise required by law (including the Australian Consumer Law). If an event is cancelled, you will automatically receive a refund (using the to the payment details used to originally purchase the ticket).
- 2.2. Requests for refunds or exchanges under this clause 2 must be made by contacting Pride WA [tickets@pridewa.com.au] least 72 hours prior to the event. Where an event is cancelled or rescheduled less than 48 hours before the event you must apply for a refund as soon as reasonably practicable.
- 2.3. If an event is cancelled all liability is limited to the cost of the ticket (minus any fees or charges). Proof of purchase may be required for any refund or exchange. Unless required by law (including the Australian Consumer Law), Pride WA will not be liable for any other losses incurred by you as a result of the cancellation, rescheduling or relocation of an event, including any travel and accommodation expenses.
- 2.4. It is your responsibility to keep your ticket(s) safe. Pride WA may replace lost, stolen, damaged or destroyed tickets at its sole discretion subject to proof of purchase, reasonable notice prior to the event and the payment of any reasonable charges which might apply.

3. PRICING

- 3.1. Pride WA sets ticket prices at the time of the initial on-sale. Pride WA may elect to increase or decrease ticket pricing at any time prior to the event, based on demand. Advertised prices may also be changed for a variety of other reasons (including flash sales or discounts). Subject to any errors, the displayed price at the time of securing tickets into your basket and completing the transaction is the amount you will pay (including any identified transactional or third-party fees), regardless of any previous or subsequent change in advertised price. You will not be entitled to a refund or credit in respect of any previous or subsequent change in advertised price.
- 3.2. If you have purchased a concession ticket, you may be required to present the appropriate form of concession at, or prior to entry into, the event.

4. VARIATIONS TO PERFORMANCES OR EVENTS

- 4.1. While we will endeavour to keep you informed of any changes, the purchaser acknowledges that they are purchasing a ticket to an event, irrespective of the artists performing. Pride WA reserves the right to add, withdraw, reschedule or substitute artists, performers, teams, or players and/or vary advertised programs, prices, venues, seating arrangements (including ticket categories) and audience capacity with little or no notice to you where such change is outside our reasonable control and cannot be avoided.

5. CONDITIONS OF ENTRY

- 5.1. Admission to an event is subject to meeting the venue's Conditions of Entry.

- 5.2. You may be denied entry into, or removed from, an event where the Pride WA has reasonable grounds to do so, including the breach of these Terms and Conditions, or you are intoxicated, under the influence of illicit drugs, inappropriately attired or adversely affecting the enjoyment of the event by others.
- 5.3. If you arrive late, you may not be admitted until a suitable break in the event.
- 5.4. You may not be permitted to take into the event, or use, cameras or other photographic or recording equipment (including mobile phones).
- 5.5. You may be required to submit to a search of your person and/or possessions before entering the event.
- 5.6. You agree to comply with all Government directions, orders and regulations relevant to attending live events, which may be in place at the time of the event.
- 5.7. When attending the event, you and all persons in your group agree to assume all risks associated with COVID-19 or other such communicable diseases.

6. LIABILITY

- 6.1. Pride WA's liability in relation to tickets is limited to the obligations specified in these Terms and Conditions and any obligations under applicable laws (including the Australian Consumer Law).
- 6.2. You acknowledge that attendance at the event may carry certain dangers including the risk of injury and damage to you or your property and you agree that you attend an event at your own risk.
- 6.3. To the maximum extent permitted by law, Pride WA excludes from these Terms and Conditions, all representations, guarantees, conditions, warranties, rights, remedies, liabilities and other terms that may be conferred or implied by statute, general law or custom (except any guarantee or right conferred under any legislation (including the Australian Consumer law, the exclusion of which would contravene legislation or cause part or all of this clause to be void).
- 6.4. Ticket holders enter event venues at their own risk. To the maximum extent permitted by law (including the Australian Consumer Law), Pride WA will not be liable for any loss, damage, expense or injury to the extent arising from your wilful, reckless or negligent acts or omissions, any pre-existing medical condition, your breach of these Terms and Conditions, the cancellation of your tickets due to your breach of these Terms and Conditions, or your reliance on reviews and opinions about events and performers.

7. PHOTOGRAPHY & VIDEOGRAPHY

- 7.1. By attending the event, you acknowledge that you may be filmed and/or recorded. You give permission to Pride WA to use your image, recordings, and voice obtained at the event in all media throughout the world for any purpose and without any compensation.

8. AUTHENTICITY AND VALIDITY OF TICKETS

- 8.1. Entry to an event may be refused if the authenticity or validity of a ticket is questionable, including if the ticket has been damaged or defaced in any way, or has not been purchased from Pride WA, Megatix, or other authorised points of sale.

9. RESALE OF TICKETS & SCALPING

- 9.1. Tickets may not, without the prior written consent of Pride WA, be resold or offered for resale at a premium price or used for advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services. If a ticket is sold or used in breach of this condition, the ticket may be cancelled without a refund and the ticketholder of the ticket may be refused admission.
- 9.2. **SCALPING WARNING:** The resale of tickets in certain circumstances is governed by ticket sales legislation and may attract criminal penalties.

10. SYSTEM ERRORS

- 10.1. While Pride WA and Megatix takes all reasonable care to ensure that tickets are correctly priced and only available for sale when intended, sometimes errors may occur. Pride WA may cancel an order made as a result of any such error, although in the case of a pricing error Pride WA will endeavour to contact you to give you the option of purchasing the ticket at the correct price.