

Ticketing & Purchasing Policy & Terms & Conditions of Sale

PopUpGigs website, PopUpGigs mobile site, PopUpGigs iOS & Android Application Ticketing & Purchasing Policy & Terms & Conditions of Sale

The PopUpGigs website, mobile site, and iOS & Android Application (collectively referred to hereinafter as "the site") are owned and operated by Harros Initiative Pty Ltd (ACN 159 857 379) ("We" or "Us").

We act as an agent and sell tickets for those who are responsible for hosting, presenting, performing and/or promoting an event ("Host"). By using, browsing, accessing or making a purchase using our site you acknowledge and accept that we are an agent for the Host and that we cannot be held personally liable for any dispute in relation to a venue, an event or a ticket except as provided for within this Policy and Terms and Conditions of Sale.

When purchasing a ticket using our site you have entered into a contract for purchase with us as agent for the Host and together with this Policy Terms and Conditions of Sale, your purchase is also subject to the Terms and Conditions of the Host and venue at which the relevant event is to occur. In the event those Terms and Conditions are not available to you on this site prior to your purchase, please contact the Host and/or venue and request a copy.

It is your responsibility to obtain a copy of those Terms and Conditions from a Host and/or venue prior to purchase and in the event you do not do so, you cannot hold us liable in relation to any claim cause of action or otherwise that may result as a consequence of those Terms and Conditions.

We reserve the right, at our sole discretion, to change, modify, add or remove portions of this Policy and Terms and Conditions at any time. Provisions contained in this Policy and Terms and Conditions of Sale may be superseded by provisions or notices published elsewhere on this site. We are not required to give you notice as to when this Policy and Terms and Conditions of Sale are revised, updated or amended at any time. It is your responsibility to periodically check this Policy and Terms and Conditions of Sale for changes made. Your continued use of the site following the posting of changes will mean that you accept and agree to the changes.

Only individuals over the age of 18 years and who have capacity to enter legally binding contracts under the law of NSW Australia are permitted to use the site and purchase tickets from us.

This Policy and Terms and Conditions of Sale are also subject to the Terms and Conditions of Use available on this site and are applicable to the PopUpGigs website, PopUpGigs mobile site and PopUpGigs iOS & Android Application.

Pricing

We are an agent for the Host and we therefore do not determine the price of tickets. We do, however, charge a booking and administration fee which includes a fee payable for the use of the payment method you elect to use to pay for your ticket whether that be PayPal, BrainTree or other method.

PopUpGigs will charge the following booking and administration fees determinable by the relevant ticket price:

Ticket price \$0.01 through to \$19.99	\$2.00
Ticket price \$20.00 through to \$29.99	\$2.50
Ticket price \$30.00 through to \$49.99	\$3.00
Ticket price \$50.00 through to \$69.99	\$4.00
Ticket price \$70.00 through to \$99.99	\$5.00

GST will apply to the total ticket price and prices displayed on the site include GST where applicable.

When purchasing tickets for an event, you may be limited to a specified number of tickets per purchase and we reserve the right to restrict the amount of tickets you are able to purchase for each event. We will advise you at the time of purchase in the event there is a restriction on the number of tickets you are able to purchase and in the event you elect to purchase more tickets than the restricted amount, we reserve the right to cancel the tickets exceeding the restricted number and will refund to you the cost of those cancelled tickets.

In the event a ticket is sold to you in error, either by human error or technical error with the use of this site, we reserve the right to cancel your ticket and refund to you the value of that ticket and the booking and administration fee. An error made may include an error in the advertised price of the ticket or the date of the event.

Delivery of tickets

Tickets will be delivered to you to the e-mail address that you provide at the time of purchase or by QR Scanning Code whichever is your selected method at the time of purchase. You will be provided with an electronic ticket only and in the event that ticket is lost or destroyed or you otherwise require another copy of that ticket, a further electronic copy can be obtained from the Host or venue.

Events

You agree and acknowledge the terms and conditions of admission and attendance at all events which should be accessed and read by you prior to purchasing your ticket. Those terms and conditions can be obtained from the Host and venue and we have no liability to you in relation to any issue or cause of action you may have in relation to those terms and conditions. Further, we have no liability to you in relation to any cause of action or otherwise the Host may have against you in relation to your breach of those terms and conditions.

In the event an event is cancelled, please contact us and we will arrange a refund of your ticket price. You will not receive a refund of your booking and administration fee. Any refund will be issued from the time of the cancelled event up to within one month after the date of the cancelled event only. We are not obligated to refund to you the value of your ticket price after that time. In the event an event is partially cancelled, you may be entitled to a refund of part of your ticket price and we ask that you contact us for information in that regard.

In the event that an event is re-scheduled, you will be offered seats at any re-scheduled event or to the face value of the original ticket. In the event that you are unable to attend the re-scheduled event, we will provide you with a refund (excluding the booking and administration fee) of your ticket provided a claim for that refund is made within one month of the original date of the re-scheduled event.

We will make all reasonable endeavours to notify you of a cancelled, partially cancelled or re-scheduled event, however, we cannot guarantee that information will be communicated to you prior to the date of the event and it is your responsibility to confirm the status of an event.

Hosts may change the program of an event or any sideline or supporting acts that are performing at an event. You acknowledge that these changes may occur and that we will not notify you in the event that they do so. You will not be entitled to a refund of your ticket price in the event that the program of an event is changed or amended or a supporting or sideline act does not take place.

Refunds and/or exchanges of tickets

It is your responsibility to carefully review your intended purchase prior to purchasing your ticket. This includes the date, location and time of the event. We will not issue any refund or exchange of tickets other than in those circumstances set out in this Policy and Terms and Conditions.

You are reminded that the re-sale of tickets for commercial purposes is against the law in most states and may attract a criminal penalty.

Privacy

Your use of the site and purchasing of tickets is governed by our Privacy Policy which is available to you on the site. Any personal information obtained by us at the time of ticketing or purchasing your ticket is subject to that policy.

Limitation of Liability

To the extent permitted by law (including without limitation the *Competition and Consumer Act 2010* (Cth)) our liability is limited to you to the value of your ticket price including the booking and administration fee. We hold no liability to you for any loss, injury, damage or otherwise incurred as a consequence of anything arising in relation to this Policy and Terms of Condition of Sale, the site and its content, your ticket, the event or any related matter whether based in Contract, Tort, negligence, Statute or any other cause of action that may arise.

Violation of this Policy and Terms and Conditions of Sale

In the event this Policy and Terms and Conditions of Sale are violated or breached by you, in any way, we reserve the right to prevent you from accessing the site and purchasing tickets and we are entitled to seek reimbursement from you for any costs, expenses, loss, legal fees or otherwise incurred by us as a result of your violation or breach and you agree to pay all reasonable costs, expenses, legal fees or otherwise in relation to any loss suffered by us. You agree that we will not be liable to you or to any third party for any loss suffered as a result of the termination of your access to the site.

Governing Law

This Policy and Terms and Conditions of Sale as well as any Contract entered into with you for the purchase of tickets is governed by the law of NSW Australia.

Your Concerns

If you have any concerns about any of the material which appears on the site of this Policy and Terms and Conditions of Sale please contact support@popuggigs.com.