Where applicable; upon attending the ROCK Ballarat, Rock n Roll Rockabilly Festival you are required to exchange your printed ticket / receipt for payment for a wrist band. The Box Office is noted on the Festival Map.

### Refunds, exchanges and replacements

- SBK Events Pty Ltd will only offer a refund or exchange of a ticket if an event is cancelled, rescheduled or significantly relocated by the Seller (and you cannot or do not wish to attend the rescheduled or relocated event), or to the extent otherwise required by law (including the Australian Consumer Law). You must apply for a refund within a reasonable time. SBK Events Pty Ltd does not offer refunds or exchanges as a result of a change in your personal circumstances.
- If an event is cancelled, rescheduled or significantly relocated by the Seller, all liability is limited to the amount for which the ticket was purchased (including any fees or charges). Proof of purchase may be required for any refund or exchange. Unless required by law (including the Australian Consumer Law), neither SBK Events Pty Ltd nor the Seller will 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.
- 3. SBK Events Pty Ltd will only replace lost, stolen, damaged or destroyed tickets if the authenticity of the ticket can be verified, including proof of purchase, and if you give reasonable notice before the event. SBK Events Pty Ltd may charge a reasonable fee for the replacement of tickets. SBK Events Pty Ltd may not replace tickets where seating is unallocated (general admission tickets).
- 4. You should carefully consider the refund and cancellation policies of travel, accommodation and other goods or service providers when making arrangements for attendance at an event. You may also wish to consider taking out a relevant insurance policy to cover for any losses in the event of cancellation, rescheduling or relocation.

### Variations to performances or events

 The Seller reserves the right to add, withdraw, reschedule or substitute artists and/or vary advertised programs, prices, venues, seating arrangements (including ticket categories) and audience capacity.

### Conditions of entry

- 1. Admission to an event is subject to the Seller's Terms. In particular, the following form part of the Seller's terms unless otherwise specified:
- You may be denied entry into, or removed from, an event where the Seller has reasonable grounds to do so, including if you breach these Terms and Conditions or the Seller's Terms, or you are intoxicated, under the influence of illicit drugs, inappropriately attired or adversely affecting the enjoyment of the event by others.
- 3. If you arrive late, you may not be admitted until a suitable break in the event.
- You may not be permitted to take into the event, or use, cameras or other photographic or recording equipment (including mobile phones).
- 5. You may be required to submit to a search of your person and/or possessions before entering the event.

### Authenticity and validity of tickets

Entry to an event may be refused if the authenticity or validity of a ticket is questionable, including because the
ticket has been damaged or defaced in any way, or has not been purchased from SBK Events Pty Ltd or other
authorised points of sale.

# Resale of tickets & scalping

Tickets may not, without the prior written consent of SBK Events Pty Ltd and the Seller, be resold or offered for resale at a premium (including via on-line auction or other unauthorised resale sites) 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. SBK Events Pty Ltd will use reasonable efforts to notify you of such action.

SCALPING WARNING: The resale of tickets in certain circumstances is governed by ticket sales legislation and may attract criminal penalties.

### Collection and delivery of tickets

 You must allow adequate time for collection or delivery of tickets. Methods of collection and/or delivery will be available when choosing your collection/delivery details. In the interests of minimising ticket scalping, SBK Events Pty Ltd may change your delivery method to "venue collect" at its discretion. 2. Where concessions are applicable, suitable and valid identification must be provided for collection of tickets and at the event.

### Limitations on number of tickets purchased

1. When purchasing tickets for a particular event you may be limited to a specified number of tickets. If you exceed the stated ticket limit, you may have any or all of your orders and tickets cancelled without notice by SBK Events Pty Ltd at its discretion. This includes orders associated with the same name, e-mail address, billing address, credit card number or other information. Ticket limits apply to ensure fair access to tickets for fans, and as a measure to minimise ticket scalping.

# System Errors

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

### **Customer Errors**

If an error on your behalf results in SBK Events Pty Ltd reprocessing the ticket transaction at your request, SBK
Events Pty Ltd may charge to you the actual costs incurred in reprocessing the ticket transaction, including any
chargeback or postage fees charged to SBK Events Pty Ltd by a third party.

For information regarding ticketing of live entertainment and sporting events, or to obtain a copy of the Code of Practice for Event Ticketing contact SBK Events Pty Ltd or refer to <a href="https://www.liveperformance.com.au">www.liveperformance.com.au</a>.

#### SBK Events Pty Ltd Online Terms of Use and Privacy Policy

The Website Terms of Use and the SBK Events Pty Ltd Australia Privacy Policy are incorporated into these Terms and Conditions and apply to all sales through this Site.

### General

The term "including" when used in these Terms and Conditions is not a term of limitation.