

LIVE PERFORMANCE AUSTRALIA

TICKETING CODE OF PRACTICE

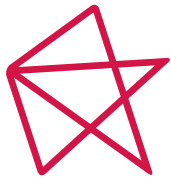
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PART A: BACKGROUND

1. WHAT IS THE LPA TICKETING CODE OF PRACTICE?

The Live Performance Australia Ticketing Code of Practice (**Code**) operates as a best practice guide for the Australian live performance industry. It applies to the purchase and use of Tickets and related matters.

The Code sets standards for consumer protection to encourage consumer confidence in the Australian live performance industry. It is in the best interests of all Consumers and industry participants to comply with the Code.

The Code consists of two companion documents:

- (a) this **Consumer Code**, which provides information for Consumers regarding their rights, as well as the process by which the Code is monitored and reviewed; and
- (b) the **Industry Code**, which provides guidelines for industry participants regarding Complaint handling procedures, ticket proceeds handling protocols, advertising, ticket pricing, ticket resale and other industry practices.

The Industry Code may be accessed at the **LPA website** or by requesting a copy from LPA at info@liveperformance.com.au.

The first edition of the Code came into effect on 1 November 2001. This seventh and current edition is effective from 1 October 2018.

Any questions regarding the Code may be directed to LPA at info@liveperformance.com.au.

2. WHAT ARE THE OBJECTIVES OF THE CODE?

The objectives of the Code are to:

- (a) establish high standards of consumer protection in the live performance industry, particularly in relation to ticketing Terms and Conditions, Consumers' rights of entry to Events and Ticket refunds and exchanges;
- (b) maintain the integrity of the ticketing process;
- (c) create a model of industry best practice for both the Primary Ticket Market and the Secondary Ticket Market;
- (d) inform Consumers of the standards of consumer protection established by the Code;
- (e) provide consistency with relevant Consumer Laws and therefore assist all Members with compliance;
- (f) provide industry and consumer guidance regarding Resellers; and
- (g) provide guidelines regarding the fair resolution of Ticket related Consumer Complaints.

3. WHAT IS THE LEGAL STATUS OF THE CODE?

The Code is not and does not seek to be a binding legal document. It is a voluntary industry code of practice.

There is legislation in place throughout Australia which deals with various protections and rights for consumers and obligations of businesses when dealing with consumers. At the Federal level, there is the Australian Consumer Law which is administered by the Australian Competition & Consumer Commission. At the State and Territory level, there is legislation such as the *Australian Consumer Law and Fair Trading Act 2012* (Vic) which is administered by Consumer Affairs Victoria and analogous legislation in other States and Territories. In this Code, all such legislation is referred to as the **Consumer Laws**.

Nothing in this Code excludes or restricts any rights or remedies a Consumer may have under the Consumer Laws.

4. WHO IS BOUND BY THE CODE?

The Code is a voluntary industry code of practice. However, compliance with the Code is a condition of membership for all Members. If a Member fails to comply with the Code, its membership may be revoked. Other consequences of non-compliance with the Code are set out in the Industry Code.

Organisations which are not Members are encouraged to adopt ticketing practices as set out in the Code, but may not refer Complaints to LPA.

When a Member enters into commercial arrangements for an Event with non-Members, the Member agrees to use its best efforts to ensure that all parties involved in the Event comply with the provisions of the Code.

5. WHAT TICKETS ARE COVERED BY THE CODE?

This Code applies to the sale and re-sale of Tickets to Events presented and ticketed by Members.

The Code also applies to Members who operate platforms to facilitate the resale of Tickets.

This Code does not cover the ticketing of sporting events.

6. HOW IS THE CODE ENFORCED?

The Code encourages industry self-regulation.

COMPLAINTS

To lodge a Complaint, you should first contact the Member with whom you have the Complaint. The Member is required to have a Complaints handling procedure in place for use in resolving Complaints by Consumers in accordance with the Code.

If the Complaint is not resolved at that stage or if the Member is not sure how to interpret the Code, then either you or the Member may contact the LPA Complaints Officer for further guidance. The LPA Complaints Officer may be contacted at complaints@liveperformance.com.au.

You may refer your Complaint to the LPA Complaints Officer if you are not satisfied with the outcome achieved with the Member or if you believe that a breach of the Code has occurred. The role of the LPA Complaints Officer includes ensuring that the Member has correctly interpreted and applied the terms of the Code.

LPA will endeavour to investigate and prevent any breaches of this Code of which it becomes aware.

Complaints may also be referred to an Independent Reviewer in accordance with the Industry Code. In addition, the Executive Council may impose penalties on Members for breaches of the Code, including expulsion from LPA.

For further information, please see the *LPA Complaints Handling and Dispute Resolution Policy* and Part B of the Industry Code.

COMPLIANCE AND LIABILITY

While LPA makes it a condition of membership that Members comply with the Code, LPA cannot and does not monitor compliance by all Members at all times.

To the extent permitted by law, LPA does not accept any liability for any loss occurring from compliance or non-compliance with the Code or for the results of any action taken in reliance on or as a result of the Code.

7. HOW IS THE CODE INTERPRETED?

Where there is any doubt about the intent or scope of the Code, it should be interpreted in light of the objectives of the Code set out in section 2 above.

To the extent permitted by law, the decision of the Executive Council on matters of interpretation of the Code is final.



8. HOW IS THE CODE PUBLICISED?

LPA and Members endeavour to ensure that information prepared in connection with this Code is in plain English and is readily available to Consumers, such as by display at Venues, in promotional literature and on the LPA and Members' websites.

Where this Code requires a Member to make information or documents available on request, such a request is generally satisfied by making the information or documents available on a website. Where a person requiring the information or documents advises that they cannot access the internet, the Member should take reasonable steps to satisfy their request in another way.

9. HOW IS THIS CODE MONITORED AND REVIEWED?

CODE REVIEWER

LPA appoints a Code Reviewer for a minimum period of three years.

The Code Reviewer must be independent from LPA and Members and have the necessary specialist expertise, including in competition and consumer law, to perform the following functions:

- (a)** to conduct the review and report on compliance with the Code referred to below;
- (b)** as part of the functions under paragraph (a), to deal with Complaints from Members or members of the public as set out in the Industry Code; and
- (c)** to conduct the review and report on improvements to the Code referred to below.

REVIEW AND REPORT ON COMPLIANCE

Every two years, in consultation with LPA and Members, as appropriate, the Code Reviewer undertakes a review and prepares a report on the level of Members' compliance with the Code.

The Code Reviewer provides the report to LPA, which provides a copy of the report to the Commonwealth, State and Territory Government departments or agencies responsible for administration of the Consumer Laws.

REVIEW AND REPORT ON IMPROVEMENTS

Every three years, in consultation with LPA and Members, as appropriate, the Code Reviewer undertakes a review of the operation of the Code and prepares a report on any recommended improvements or changes to the Code.

For the purposes of the triennial review, the Code Reviewer:

- (a)** invites written submissions on the operation of the Code and on any amendments that are considered necessary or desirable to improve the operation of the Code; and
- (b)** undertakes such other consultations as the Code Reviewer considers appropriate.

LPA places a notice on its website informing Members and the general public that the triennial review is being conducted and that they may make written submissions to the Code Reviewer. The notice is posted for a minimum period of one month before the commencement of the review.

The Code Reviewer allows a period of at least one month for the making of submissions.

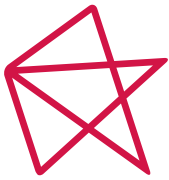
At the completion of the submission period, the Code Reviewer prepares a report and makes such recommendations as the Code Reviewer considers appropriate in relation to the operation of the Code and any recommended changes to the Code.

The Code Reviewer may convene a Code Review Working Party if it is foreseen that major changes to the Code may need to be considered. The Code Reviewer will appoint an independent Chair to the Working Party recruited from outside the live performance industry and at least three representatives from the live performance industry.

The Code Reviewer provides the report to LPA, which:

- (a)** makes a copy of the report available to Members and the general public by placing a copy on the LPA website; and
- (b)** provides a copy of the report to the Commonwealth, State and Territory Government departments or agencies responsible for administration of the Consumer Laws.

The report then forms the basis for any amendments to the Code. Any amendments to the Code must be ratified by the Executive Council before they take effect. The Executive Council will not unreasonably refuse to ratify amendments to the Code that have been recommended in the Code Reviewer's report.



PART B: CONSUMER RIGHTS

10. WHAT ARE MY RIGHTS WHEN I BUY A TICKET?

CONSUMER GUARANTEES

The Australian Consumer Law provides consumers with automatic guarantees in relation to most goods or services (including entertainment services) supplied by a person in the course of trade or business. These Consumer Guarantees cannot be excluded or varied by any agreement between the consumer and the supplier.

In summary, the Consumer Guarantees in relation to Events include a guarantee that:

- the services will be rendered with due care and skill; and
- the services will be reasonably fit for the particular purpose for which they are acquired.

If the services fail to comply with any Consumer Guarantee, your remedies include:

- the right to require the failure to be rectified within a reasonable time if the failure is not a 'major failure' and is able to be rectified; or
- the right to seek a full refund if the failure to comply is a 'major failure' or cannot be rectified.

An example of a 'major failure' is where a reasonable consumer would not have acquired the service if the consumer had been fully aware of the nature and extent of the failure.

More detailed information about the Consumer Guarantees can be found on the ACCC's website at <https://www.accc.gov.au/consumers/consumer-rights-guarantees>

These Consumer Guarantees apply in addition to and despite any other rights set out in this Code.

TERMS AND CONDITIONS

When you buy a Ticket, there are usually Terms and Conditions which apply to the sale of the Ticket and/or entry to the Event or Venue.

Indication of your agreement to the Terms and Conditions is usually a pre-condition to the purchase of a Ticket (see below). If you indicate your agreement, you are bound by the Terms and Conditions.

Where possible, a summary of Terms and Conditions (including any important terms) should be printed clearly on the Ticket or accompanying literature and brought to your attention at the point of sale. The Ticket should also advise you where you can view the full Terms and Conditions (such as the Presenter's website).

Terms and Conditions remain in effect even if the Ticket is given or sold to someone else and therefore any subsequent holder of the Ticket is bound by the same Terms and Conditions (see section 12 of this Code).

If you purchase or otherwise acquire a Ticket from someone other than an Authorised Seller, you may not be aware of the Terms and Conditions, including that your purchase or use of the Ticket may be in breach of the Terms and Conditions.

AGREEMENT TO TERMS AND CONDITIONS

It is the responsibility of each Member which sells Tickets to ensure you are aware of the Terms and Conditions and to obtain your agreement to them. Your agreement may be obtained in the following ways:

- (a) Online:** The Terms and Conditions should be readily available for you to read with any important terms visually accentuated. You should be required to indicate, prior to confirmation of payment, your acknowledgement and acceptance of the Terms and Conditions.
- (b) By phone:** You should be advised of any important Terms and Conditions before you purchase the Ticket and be directed to where you can read the full Terms and Conditions. You should be required to indicate, prior to confirmation of payment, your acknowledgement and acceptance of the Terms and Conditions.
- (c) In person:** The Terms and Conditions should be prominently displayed at the sale counter with any important terms visually accentuated. You should be required to indicate, prior to payment, your acknowledgement and acceptance of the Terms and Conditions.

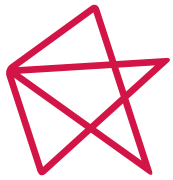
You should be made aware of any restrictions on your right to a refund or exchange. Nothing in the Terms and Conditions should attempt to exclude or restrict any rights or remedies that you may have under the Consumer Laws.

11. CAN I TRANSFER OR RESELL MY TICKET?

Unless expressly prohibited by applicable laws or the Terms and Conditions, Tickets may be gifted, transferred or re-sold.

Some Events have stricter Terms and Conditions (e.g. the Ticket may be linked to a specific person) and in such cases, you may not be permitted to transfer or resell the Ticket or may only be permitted to do so in limited circumstances. If you are unsure whether you are permitted to transfer a Ticket to someone else, you should check with the Presenter or Authorised Seller.

You do not have an automatic right to resell a Ticket at a profit – see section 12 below.



12. WHAT ARE MY RIGHTS IF I BOUGHT MY TICKET FROM A RESELLER?

Ticket reselling and scalping (when Tickets are resold at a premium price without permission from the Presenter) may constitute a breach of the Terms and Conditions applicable to the sale of the Ticket and may, in certain circumstances, lead to the Ticket being cancelled without refund or the Ticket holder being denied entry into the Venue/Event.

Ticket scalping is governed by legislation in certain jurisdictions and circumstances and may attract criminal penalties.

Ticket scalping activities that come to the attention of LPA or Members may be referred to the relevant authorities, where a breach of any applicable legislation is considered to have occurred.

RESELLERS

Not all reselling is Ticket scalping but there can be risks associated with purchasing a Ticket from any Reseller.

A Ticket purchased from a Reseller may not guarantee you entry to the Event. In some cases, Tickets sold by Resellers may have been purchased using a stolen credit card and subsequently cancelled, may be forgeries or may have been sold multiple times over. In these circumstances you may be refused entry to the Event.

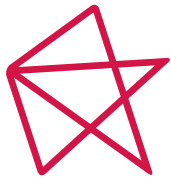
In certain circumstances (such as where it is contrary to the Terms and Conditions applicable to the Ticket), Members may cancel Tickets that are bought from or sold by Resellers, without providing a refund. In some jurisdictions (i.e. New South Wales), an Authorised Seller or Presenter cannot cancel a Ticket if the Ticket is resold at a price that complies with prescribed laws.

In the case of an Event cancellation, the Authorised Seller will provide a refund to the original Ticket purchaser (see section 13). If you are not the original purchaser because you bought your Ticket from a Reseller, there is no guarantee that the refund provided to the original purchaser will be passed on to you.

LPA recommends your first choice when buying tickets should be to purchase them from the Authorised Seller in the Primary Ticket Market.

RESALE PLATFORMS AND RESALE PLATFORM OPERATORS

Resellers may use Resale Platforms (e.g. Viagogo, Ticketmaster Resale, Stubhub, eBay, Gumtree, Facebook) to list Tickets for resale. Some Resale Platform Operators invest heavily to ensure their advertisements are placed at the top of search engine results. In addition, some Resale Platforms Operators give the appearance that they are Authorised Sellers or that they are selling Tickets in the Primary Ticket Market, when they are not.



Some Resale Platform Operators offer Resale Platform Guarantees, which provide refunds in certain instances. If you have bought a Secondary Ticket via a Resale Platform, check the terms of the Resale Platform Guarantees for the circumstances when you may receive a refund. Resale Platform Guarantees are separate to the Consumer Guarantees under Australian Consumer Law. Resale Platform Operators that offer Resale Platform Guarantees do so as a benefit of buying Secondary Tickets via their Resale Platform. The Resale Platform Guarantees generally cover the cost paid for the Secondary Ticket and do not cover auxiliary expenses (such as airfares, hotel accommodation, childcare and carparking).

You should read very carefully the Resale Platform Operator's terms and conditions, including any Resale Platform Guarantees. If you do not comply with those terms, then you may not be able to claim the benefit of the Resale Platform Guarantees.

REFUNDS AND EXCHANGES

When you buy a Secondary Ticket, you enter into an agreement with a Reseller to buy a Secondary Ticket. Thus, if you wish to receive a refund or exchange for the Secondary Ticket, then your recourse is with the Reseller.

The purchase of a Ticket is an agreement between the original purchaser and the Presenter. This agreement entitles the original purchaser to a refund or exchange in certain circumstances. A Secondary Purchaser is not a party to this agreement. Therefore, if you have bought a Ticket from a Reseller, you may not be able to obtain a refund/exchange if the event has been cancelled, postponed or significantly relocated, unless:

- (a) The Ticket has been transferred into your name by the Authorised Seller or Presenter
- (b) The Resale Platforms Operator offers Resale Platform Guarantees for these situations.

AUTHORISED SELLERS

The best way to protect your rights as a consumer is to purchase Tickets from the Presenter or Authorised Seller.

You can identify the Authorised Seller by going to the Presenter or Venue Manager's website and following their links to the Event, or by contacting the Presenter or Venue Manager directly.

GUIDE

For further information, refer to the *LPA Guide to Buying and Selling Tickets in the Ticket Resale Market*

13. WHEN AM I ENTITLED TO A REFUND?

The Consumer Laws referred to in section 10 apply in addition to and despite any other rights set out in this Code.

The refund rights set out below provide guidance to Members and Consumers regarding how the Consumer Laws may apply to ticketing situations. In addition, a Member may exercise its discretion to provide a refund where there is no strict legal requirement to do so.

As stated in section 12 above, if you purchase your Ticket from a Reseller, you may have no guarantee of receiving a refund from that Reseller and you may have no right to a refund from the Presenter or Authorised Seller.

You are not entitled to a refund if your Ticket was free or complimentary.

CANCELLATION PRIOR TO EVENT

You have a right to a refund if the Event to which you purchased a Ticket from an Authorised Seller is cancelled prior to the Event.

When an Event is cancelled, the Member should make reasonable endeavours to advise you as soon as practicable. Your contact details are generally obtained at the point of sale for this purpose.

If you paid for your Tickets by credit card, the value of the Tickets, plus any additional fees and charges, should be automatically credited back to your card.

If you purchased your Tickets by cash, voucher or other non-traceable means, you will need to apply for a refund from the point of purchase in a timely manner.

RESCHEDULING PRIOR TO EVENT

You have a right to a refund if the Event to which you purchased a Ticket from an Authorised Seller is rescheduled prior to the Event (and you cannot or do not wish to attend the rescheduled Event).

When an Event is rescheduled, the Member should make reasonable endeavours to advise you as soon as practicable. Your contact details are generally obtained at the point of sale for this purpose.

The Member should make reasonable endeavours to ensure that you are given seating in a similar location at the rescheduled Event.

If you are unable or unwilling to attend the Event on the rescheduled date, you should apply for a refund in a timely manner. Where possible, you should apply for a refund from the point of purchase not more than five working days after the announcement of the rescheduled date, and in any event before the rescheduled Event takes place.



SIGNIFICANT RELOCATION OF EVENT

You have a right to a refund if the Event to which you purchased a Ticket from an Authorised Seller is significantly relocated (where the nature of the experience and/or geographic location of the Event is fundamentally altered by the change of Venue).

When an Event is significantly relocated, the Member should make reasonable endeavours to advise you as soon as practicable. Your contact details are generally obtained at the point of sale for this purpose.

The Member should make reasonable endeavours to ensure that you are given seating in a similar location at the relocated Event.

If you wish to apply for a refund, you should do so in a timely manner. Where possible, you should apply for a refund from the point of purchase not more than five working days after the announcement of the Event's relocation or by a later date set by the Member.

CANCELLATION OR RESCHEDULING DURING EVENT

Occasionally, Events are cancelled for unforeseen circumstances that arise during the Event, leaving the Event uncompleted. Sometimes such Events are rescheduled, but often this is not possible.

In these circumstances, you may be entitled to a full or partial refund or credit or a replacement Ticket to the Event at another time.

Your right to a refund or exchange and the extent of the refund depends upon what is reasonable in the circumstances including the nature of the Event and the proportion of the Event completed. For example, a concert that is cut short may provide a fuller experience than a play that is cut short preventing you from seeing the end of the story, or an Event that is three quarters completed may provide a fuller experience than one that is less than half completed. If a substantial proportion of the Event is completed then, depending on the circumstances, it may be reasonable for a Member to determine that a refund or exchange is not warranted.

INCIDENTS AFFECTING ENJOYMENT OF EVENT

A refund may be given in circumstances where an incident out of your control has fundamentally affected your enjoyment of the Event. These may be incidents under the control of the Member such as a technical failure or incidents out of the Member's control such as offensive behaviour by another Consumer.

Depending on the circumstances, the incident may be covered by the Consumer Guarantees and you may be entitled to a refund or exchange or the incident may not be covered by the Consumer Guarantees but the Member may, in its absolute discretion, decide to give you a refund or exchange.

DISCRETIONARY REFUNDS

Where the incident is not covered by the Consumer Guarantees but you wish to seek a discretionary refund, you should lodge a Complaint as follows:

(a) Prior to the Event:

If the incident giving rise to your Complaint occurs prior to the Event, you should lodge your Complaint with the Presenter, Venue Manager or Authorised Seller in a timely manner and, where possible, before the Event.

(b) During the Event:

If the incident giving rise to your Complaint occurs during the Event, you should lodge your Complaint with the Venue Manager (via a Front of House Attendant) at the earliest possible opportunity. If possible, this should be done within 30 minutes of the commencement of the Event or by the interval at the latest (where applicable).

The Venue Manager, having verified the existence of an incident that gave rise to your Complaint, should make all reasonable attempts to rectify the problem, including reseating or relocating you if necessary and possible.

Where your Complaint is not rectified, the Venue Manager may, at its discretion, offer you a full or partial refund or give you the option to attend another performance of the same Event. If this occurs, you may not be entitled to attend the remaining portion of the Event for which the refund or exchange is given.

(c) Subsequent to the Event:

If your Complaint arises subsequent to the Event, you should contact the Venue Manager for advice regarding the person or organisation to whom you should report your Complaint.

You should lodge your Complaint in a timely manner and, in any event, endeavour to do so within five working days of the Event.



AMOUNT OF REFUND

When applicable, a full refund covers the entire cost of the Ticket, including all charges such as transaction fees, booking fees, credit card surcharges and compulsory public transport levies.

It does not cover costs imposed by external suppliers that you were not obliged to incur but chose to incur, such as registered or express post fees, courier charges or insurance.

Unless required by law, Members will not reimburse you for auxiliary expenses incurred by you in connection with your attendance or non-attendance at an Event, including a cancelled, rescheduled or relocated Event. Auxiliary expenses include, but are not limited to, the cost of travel, car-parking, child-care and accommodation.

You should carefully consider the refund and cancellation policies of travel, accommodation and other goods or service providers when making arrangements associated with attendance at an Event.

RECIPIENT OF REFUND

A refund will be paid to the original Ticket purchaser.

REQUEST FOR REFUND

In order to verify the authenticity of any claim, your original Ticket and/or proof of purchase may be requested.

A refund may not necessarily be available at the Venue at the time the refund is requested.

When making a request for refund or a Complaint to a Member, you should identify yourself by the same name and address you used at the time you purchased the Ticket.

COMPLAINT

If you believe that you are entitled to a refund, credit or exchange but the relevant Member does not provide you with the refund, credit or exchange, please contact the LPA Complaints Officer at complaints@liveperformance.com.au for further advice.

See also section 6 of this Code.



14. WHEN AM I NOT ENTITLED TO A REFUND?

There are circumstances in which Consumers may believe they are entitled to a refund when they are not actually entitled to a refund under the Consumer Laws. Examples of some of the more common circumstances are set out below.

DISLIKE OF OR DISSATISFACTION WITH EVENT

A Member is not required to provide a refund or exchange if you did not enjoy the Event or were dissatisfied with the performance at the Event.

FAILURE OR INABILITY TO ATTEND EVENT

A Member is not required to provide a refund or exchange where you are unable to attend the Event for reasons including, without limitation, your illness, the illness of any person accompanying you to the Event or other person for whom you need to care, transport failure or delay, or where you choose not to attend the Event for which you purchased the Ticket.

You are encouraged to investigate ticket and travel insurance which may cover your loss in some of these circumstances.

LATE ATTENDANCE

A Member is not required to provide a refund or exchange where you arrive late to an Event and are refused entry on the grounds that latecomers will not be admitted, or are delayed admission or re-admission until a suitable break in the performance.

If latecomers are not to be admitted, this should be made clear in the Terms and Conditions or in pre-Event information provided to you.

REFUSED ENTRY OR EVICTED

A Member is not required to provide a refund or exchange where you have been refused entry to or evicted from the Venue in any of the circumstances outlined in section 15 below.

USE OF AN UNDERSTUDY OR SUBSTITUTE

A Member is not required to provide a refund or exchange where a performance has been made by an understudy or substitute (temporary or permanent) in the place of a main performer (other than a main performer in a music concert or single person performance), provided that the Member has provided notice of the use of an understudy or substitute.

CHANGE IN SUPPORT ACT OR FESTIVAL ACTS

A Member is not required to provide a refund or exchange where a support act is replaced or if some of the acts appearing at a festival change.

NON-COMPLIANCE WITH THE CODE

Non-compliance with the terms of this Code by a Member does not automatically give you a right to a refund. Refunds in this circumstance depend on the nature of the non-compliance.

CHANGE IN TICKET PRICE

At times, during the course of selling Tickets to an Event, a Presenter will alter the Ticket price in response to varying levels of consumer demand. Such alterations do not affect the Terms and Conditions applying to Tickets purchased prior to the price change and do not entitle you to claim a refund on your Ticket price or the difference between your Ticket price and the newly adjusted Ticket price.

RELEASE OF ADDITIONAL SEATS OR DATES

Occasionally during the course of selling Tickets, a Presenter will release additional seats (for example, when final stage dimensions are known or in response to demand) or additional dates for presentation of the Event. Such alterations do not affect the Terms and Conditions applying to Tickets purchased prior to the release of additional seats or dates and do not entitle you to claim a refund for Tickets purchased prior to the release of additional seats or dates.

LOST OR STOLEN TICKETS

If Tickets for reserved seats are lost or stolen, it may be possible for the Presenter or Authorised Seller to replace them, provided that you are not engaging in deception or fraud.

However, not all Tickets can be traced and you should safeguard against loss or theft by treating all physical Tickets (including print-at-home Tickets) like cash.

Members may refuse to refund or replace lost or stolen Tickets for a general admission Event or area.

INVALID OR FAKE TICKETS

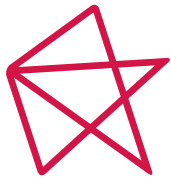
Invalid or fake tickets are tickets that do not allow you admission to an Event (for example, because there are multiple versions of the same Ticket or the tickets are not genuine, or the Tickets have been cancelled by the Presenter).

Validity of your Tickets can only be ensured by purchasing the Tickets directly from the Authorised Seller or the Presenter (see section 12 above). If you have purchased Tickets from a Reseller, Authorised Sellers and Presenters may not be able to confirm the validity of Tickets, as you are not the original Ticket purchaser.

If you bought an invalid or fake ticket via a Resale Platform, you should contact the Resale Platform Operator. It may offer Resale Platform Guarantees and you may receive a refund (see section 12 above).

If you have bought invalid or fake tickets, LPA encourages you to report the incident to the police and/or the relevant consumer protection agency:

- Australian Competition and Consumer Commission - <https://www.accc.gov.au/consumers/complaints-problems/make-a-consumer-complaint>
- NSW Fair Trading - <http://www.fairtrading.nsw.gov.au/>
- Consumer Affairs Victoria - <https://www.consumer.vic.gov.au/>
- Queensland Office of Fair Trading - <https://www.qld.gov.au/law/fair-trading/>
- WA Consumer Protection - <http://www.commerce.wa.gov.au/consumer-protection>
- SA Office of Consumer and Business Services - <http://www.cbs.sa.gov.au/>
- Tasmanian Consumer Affairs and Fair Trading - <http://www.consumer.tas.gov.au/>
- Access ACT - https://www.accesscanberra.act.gov.au/app/answers/detail/a_id/2270/
- NT Consumer Affairs - <http://www.consumeraffairs.nt.gov.au/Pages/default.aspx>



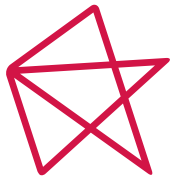
15. CAN I BE REFUSED ENTRY TO OR EVICTED FROM AN EVENT?

REFUSED ENTRY OR EVICTED

A Presenter or Venue Manager may refuse you entry to the Venue or evict you from the Venue subsequent to entry on valid grounds which include, but are not limited to, any of the following circumstances:

- (a) where you cannot produce a Ticket for the Event;
- (b) where you produce a Ticket that has been handled or dealt with in a way that is contrary to the applicable Terms and Conditions;
- (c) where you cannot produce proof of your concession entitlement where a concession Ticket has been purchased;
- (d) where you produce a Ticket that is identified by the Presenter or Venue Manager as having been sold by a Reseller in breach of the Terms and Conditions applicable to the Ticket or the ticket is an invalid or fake ticket;
- (e) where you have in your possession and/or refuse to surrender to the Venue Manager's staff any prohibited object or article including but not limited to dangerous items, photographic or recording equipment or food or alcohol that is not permitted to be brought into or used in that Venue;
- (f) where you refuse to undergo a physical search or a search of your possessions and the Terms and Conditions state that a search may be required;
- (g) where you behave in a manner which causes or may cause property damage or that threatens or may threaten the safety of performers, other Consumers or any other persons, including as a result of intoxication;
- (h) where you behave in a manner that unreasonably interferes with other Consumers' enjoyment of the Event, including through the use of cameras, mobile phones, personal computers, paging devices or other electronic devices;
- (i) where you otherwise breach the Terms and Conditions or fail to follow the reasonable directions of the Venue Manager's staff; or
- (j) where you refuse to remain in the area or seat designated on your Ticket.

You should be notified in the Terms and Conditions that you can be refused entry or evicted from the Venue on the grounds set out above or on other specified grounds.



**LIVE
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AUSTRALIA**

CONSUMER CODE

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LATE ENTRY

If you arrive at the Venue after commencement of the Event, the Presenter or Venue Manager may refuse you entry or delay your admission (or readmission if you have left during the Event) until there is a suitable break in the performance.

16. CAN I BE SEARCHED AT AN EVENT?

Your person and possessions may be searched at an Event, but you should be notified of this possibility in the Terms and Conditions when you buy the Ticket (see section 10) and by notice displayed at the Event.



PART C: DEFINITIONS

In this Code, the following terms have the meanings set out below:

AEIA

The Australian Entertainment Industry Association, being an organisation registered under the *Fair Work (Registered Organisations) Act 2009* (Cth).

AEIA Rules

The *Rules of the Australian Entertainment Industry Association*, as amended from time to time and registered with the Fair Work Commission.

Australian Consumer Law

The Australian Consumer Law set out in Schedule 2 to the *Competition and Consumer Act 2010* (Cth).

Authorised Seller

A person or organisation who or which is authorised by the Presenter or Venue Manager to sell Tickets for an Event. In some cases, the Venue Manager will be the Authorised Seller.

The term includes reference to a person authorised by the Presenter to sell Tickets as part of a package with travel, hospitality or accommodation benefits.

Code

The Live Performance Australia Ticketing Code of Practice comprising this Consumer Code and the Industry Code.

Code Reviewer

A person appointed by the Executive Council as referred to in section 9 of this Code.

Complaint

A statement made to LPA or a Member that any product, service or situation is unsatisfactory or unacceptable.

Consumer

A person who purchases or holds a Ticket to an Event.

Includes a person who holds a Ticket to an Event where this Code refers to matters occurring during an Event.

Includes a person who is intending to purchase a Ticket to an Event where this Code refers to matters occurring prior to the purchase of a Ticket.

Consumer Code

The Consumer Code component of the Live Performance Australia Ticketing Code of Practice.
Available on the LPA website.

Consumer Guarantees

The Consumer Guarantees set out in Division 1 of Part 3.2 of the Australian Consumer Law.

Consumer Laws

The Australian Consumer Law and other State and Territory consumer protection legislation.

Event

A live performance including but not limited to theatre, opera, dance, concert, festival, spectacular, or arena event. Does not include a sporting event.

Executive Council

The Council in which is vested the management of the AEIA, in accordance with the AEIA Rules.



Industry Code

The Industry Code component of the Live Performance Australia Ticketing Code of Practice.

Available on the LPA website.

LPA

Live Performance Australia (being the business name used by AEIA and under which AEIA operates).

Member

A financial member of AEIA in accordance with the *Fair Work (Registered Organisations) Act 2009* and the AEIA Rules. Membership includes persons and organisations in the live performance industry who or which make Tickets available for sale, whether to the general public or otherwise.

Presenter

A person, organisation, promoter, producer or Venue Manager which presents Events.

Actions of a Presenter's staff are taken to be actions of the Presenter.

Primary Ticket Market

The market in which Tickets are sold by a Presenter or Authorised Seller.

Resale Platform

Any platform used to facilitate the sale of Secondary Tickets.

Resale Platform Guarantees

Guarantees offered by Resale Platform Operators for Tickets sold via their Resale Platform. These guarantees are separate to the Consumer Guarantees under Australian Consumer Law.

Resale Platform Operator

The owner and/or operator of any Resale Platform.

Reseller

A person who is seeking to resell, or reselling, a Ticket. Includes a person selling a Ticket via a Resale Platform.

Includes any person or organisation, not being an Authorised Seller or otherwise approved by an Authorised Seller, who or which resells or offers to resell a Ticket at a premium price (i.e. higher than the original price) with the intention of reselling the Ticket in order to make a profit or gain some other financial benefit.

Includes any person or organisation who or which is considered to be a ticket scalper under any applicable legislation in Australia.

Secondary Ticket

Any Ticket resold by a Reseller.

Secondary Ticket Market

The market in which Secondary Tickets are bought and sold.

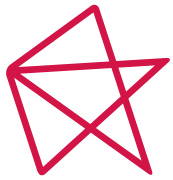
Terms and Conditions

The terms and conditions which apply to the sale of the Ticket and/or entry to the Event or Venue.

Ticket

A revocable licence granted to the Consumer to be admitted entry to an Event or to a Venue, subject to the applicable Terms and Conditions, evidenced by any ticket, voucher, coupon, card, badge, document or other form of identification device such as an electronic barcode, wristband, member's card or a credit card.

The right of admission to the Event may also include the right to be admitted to a designated area or a designated seat.



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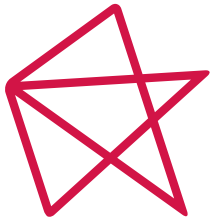
Venue

The place where the Event is held.

Venue Manager

The owner, proprietor or manager of a Venue.

The actions of the Venue Manager's staff are taken to be actions of the Venue Manager.



LIVE PERFORMANCE AUSTRALIA

TICKETING CODE OF PRACTICE

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PART A: INTRODUCTION

1. RELATIONSHIP TO THE CONSUMER CODE

The Live Performance Australia Ticketing Code of Practice (**Code**) operates as a best practice guide for the Australian live performance industry. It applies to the purchase and use of Tickets and related matters.

The Code consists of two companion documents:

- (a)** this **Industry Code**, which provides guidelines for industry participants including regarding Complaint handling procedures, ticket proceeds handling protocols, advertising, ticket pricing, ticket resale and other industry practices; and
- (b)** the **Consumer Code**, which provides information for Consumers regarding their rights, as well as the process by which the Code is monitored and reviewed.

This Industry Code also sets out practical guidance for meeting the obligations and procedures set out in the Consumer Code.

The Consumer Code may be accessed at the *LPA website*.

Any questions regarding the Code may be directed to LPA.

2. CONSUMER LAWS

The Code should be read in conjunction with the Consumer Laws.

Nothing in this Code excludes or restricts any rights or remedies a Consumer may have under the Consumer Laws.

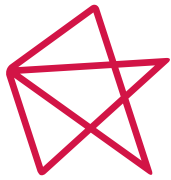
3. DISPLAY AND PROVISION OF THE CONSUMER CODE

Members must, as far as practicable, make Consumers aware of the existence and application of the Consumer Code.

Members must:

- (a)** make a copy of the Consumer Code available on the Member's public website;
- (b)** refer to the Consumer Code in the context of Complaint handling procedures.

Members must also engage in appropriate activities, as requested by LPA from time to time, to promote awareness among Members and the general public of the Consumer Code and its operation.



4. STAFF TRAINING

Members must take reasonable steps to ensure that their employees, agents and contractors are aware of and comply with the Code.

Members must take reasonable steps to ensure that their employees, agents and contractors are aware of the procedures for handling Complaints and resolving disputes set out in the *LPA Complaints Handling and Dispute Resolution Policy*, and are able to explain those procedures to contractors, service providers and the general public.

5. MONITORING AND REVIEW

The Monitoring and Review process for the Consumer and Industry Codes is set out in section 9 of the Consumer Code. Key aspects are summarised below.

CODE REVIEWER

LPA appoints a Code Reviewer for a minimum period of three years.

The Code Reviewer must be independent from LPA and Members and have the necessary specialist expertise, including in competition and consumer law, to perform the following functions:

- (a)** to conduct the review and report on compliance with the Code referred to below;
- (b)** as part of the functions under paragraph (a), to deal with Complaints from Members or members of the public, when appropriate, as set out in section 7; and
- (c)** to conduct the review and report on improvements to the Code referred to below.

REVIEW AND REPORT ON COMPLIANCE

Every two years, in consultation with LPA and Members, as appropriate, the Code Reviewer undertakes a review and prepares a report on the level of Members' compliance with the Code. Members are required to complete a survey regarding compliance which forms the basis of the Code Reviewer's report.

REVIEW AND REPORT ON IMPROVEMENTS

Every three years, in consultation with LPA and Members, as appropriate, the Code Reviewer undertakes a review of the operation of the Code and prepares a report on any recommended improvements or changes to the Code.

For the purposes of the triennial review, the Code Reviewer:

- (a)** invites written submissions on the operation of the Code and on any amendments that are considered necessary or desirable to improve the operation of the Code; and
- (b)** undertakes such other consultations as the Code Reviewer considers appropriate.

The Code Reviewer allows a period of at least one month for the making of submissions.



PART B: COMPLAINTS HANDLING AND DISPUTE RESOLUTION

6. COMPLAINTS RESOLUTION PROCEDURES

Each Member must develop and publicise procedures for:

- (a)** dealing with Complaints from Consumers; and
- (b)** resolving disputes between the Member and Consumers.

The procedures must apply to any Complaint about a matter covered by the Consumer Code which adequately identifies the nature of the Complaint and the identity of the person complaining.

The procedures must comply with the requirements of *Australian Standard AS ISO 10002-2006 Customer Satisfaction – Guidelines for Complaints Handling in Organizations*.

PRINCIPLES

In developing their Complaints handling and dispute resolution procedures, Members must have regard to the following principles.

The procedures should:

- (a)** accord with the standards set out in the Code;
- (b)** define the categories of Complaints and disputes they cover and explain the way in which each will be dealt with;
- (c)** recognise the need to be fair to both the Complainant and the Member to whom the Complaint relates;
- (d)** specify by position who, in the first instance, will handle Complaints on behalf of the Member; and
- (e)** indicate time frames for the handling of Complaints and disputes.

Members should:

- (a)** have an Australian phone number and email address (or email contact form) to which queries and complaints can be lodged. The phone number and email address (or email contact form) should be easy to find (e.g. on the Member's website home page);
- (b)** make information regarding how to make a Complaint readily accessible to Consumers;
- (c)** provide reasonable assistance to Complainants in the formulation and lodgement of Complaints;
- (d)** deal with all Complainants in a polite and courteous manner;
- (e)** deal with Complaints fairly and reasonably having regard to all the circumstances;
- (f)** deal with Complaints as soon as practicable, making every effort to reach a prompt settlement;
- (g)** provide a written response to a Complainant, when the Complaint was made in writing;
- (h)** ensure that adequate resources are made available for the purpose of responding to Complaints and resolving disputes; and
- (i)** maintain a register of the number and type of Complaints received, how they were resolved and the time taken to resolve them, and report this information to the Code Reviewer on request.



7. ESCALATION OF COMPLAINTS

LPA COMPLAINTS OFFICER

MEMBERS

In the event that the Complaint cannot be settled between the Member and the Complainant, the Member may report the Complaint to the LPA Complaints Officer at complaints@liveperformance.com.au.

If the Complaint is reported to the LPA Complaints Officer and is subsequently resolved or withdrawn, the Member must inform the LPA Complaints Officer as soon as is reasonably practicable.

COMPLAINANTS

If a Complainant is unsuccessful in resolving a Complaint through the Member's Complaints handling procedures or if the Complainant believes the Member has breached the Code, then the Complainant may refer the Complaint to the LPA Complaints Officer, who will deal with the Complaint in accordance with the Code and the *LPA Complaints Handling and Dispute Resolution Policy*.

The Complaint and the Member's response will be promptly considered by the LPA Complaints Officer who will contact the Complainant and the Member and attempt to resolve the matter.

The vast majority of Complaints should be resolved by this stage. However, if the Complaint:

- (a) cannot be resolved by the LPA Complaints Officer; or
- (b) the LPA Complaints Officer makes a decision in respect of the Complaint and either the Member or the Complainant notifies the LPA Complaints Officer that it is not satisfied with that decision, then the LPA Complaints Officer will promptly refer the matter to the Code Reviewer and provide the Code Reviewer with all written material relating to the Complaint which is held by the LPA Complaints Officer.

CODE REVIEWER

If a matter is referred to the Code Reviewer, the Code Reviewer will:

- (a) if considered necessary, request from the Complainant any further information and documentation (in addition to that provided by the LPA Complaints Officer) as to the specific breaches alleged to assist in determining the nature of the Complaint;
- (b) request the LPA Complaints Officer to provide the relevant Member with full details of the Complaint and allow the Member a reasonable period to provide a response and any further information and documentation (in addition to that provided by the LPA Complaints Officer) as to the specific breaches alleged to assist in determining the nature of the Complaint;
- (c) to the extent that the Member's response makes allegations against the Complainant, request the LPA Complaints Officer to provide full details of that response to the Complainant and allow the Complainant reasonable time within which to reply;
- (d) either alone or, if deemed necessary by the Code Reviewer, with up to 2 additional persons appointed by the Code Reviewer (**Independent Reviewer**) conduct an independent determination of the Complaint; and
- (e) provide all the information and materials referred to above to any additional persons appointed as the Independent Reviewer.



The person/s comprising the Independent Reviewer must:

- (a) be independent of the Member and the Complainant;
- (b) not have any commercial interest in the outcome of the Complaint;
- (c) if additional persons are appointed by the Code Reviewer, be recruited from outside the live performance industry;
- (d) be suitably qualified to hear and resolve complaints; and
- (e) have an understanding of Competition and Consumer Law.

INDEPENDENT REVIEWER

On completion of the above, the Independent Reviewer must:

- (a) allow the Complainant and/or the Member to make oral representations to the Independent Reviewer if:
 - (i) the Independent Reviewer considers it necessary or desirable for oral representations to be made; or
 - (ii) the Complainant or the Member asks to make oral representations.
- (b) consider the views of both the Complainant and the Member;
- (c) form a view on the merits of the Complaint, specifically:
 - (i) whether the Complaint is wholly or partly justified;
 - (ii) whether the Complaint is wholly or partly unjustified; or
 - (iii) whether some other view is appropriate and if so, what view and for what reason;
- (d) inform the Complainant and the Member of that view, making such recommendations as may be appropriate in the circumstances; and
- (e) where applicable, formulate a recommendation for the Executive Council on disciplinary measures in accordance with section 8.

RECORDS

LPA will maintain a register of Complaints referred to the LPA Complaints Officer which will include details of:

- (a) the Member involved;
- (b) the Complainant;
- (c) the nature of the Complaint;
- (d) how the Complaint was resolved;
- (e) the time taken to resolve the Complaint; and
- (f) any disciplinary measures imposed by the Executive Council under section 8.

If the Code Reviewer considers it appropriate, the Code Reviewer may include details of the Complaints referred to the LPA Complaints Officer in the compliance report prepared by the Code Reviewer in accordance with section 9 of the Consumer Code.



8. DISCIPLINARY MEASURES

If the Executive Council or the Independent Reviewer determines that a Member has breached the Code, the Executive Council may impose one or more of the following disciplinary measures:

- (a)** a written warning stating that if the Member commits any further breach of the Code the Executive Council will order that the Member's name be removed from the Register of Members in accordance with the AEIA Rules;
 - (b)** an order directing the Member to correct an aspect of business practice within a set period of time. After such time, if no corrective action has been taken, the Executive Council may order that the Member's name be removed from the Register of Members in accordance with the AEIA Rules;
 - (c)** an order that the Member's name be removed from the Register of Members in accordance with the AEIA Rules; or
 - (d)** any other penalty determined by the Executive Council, provided that it is consistent with the AEIA Rules.
- LPA must notify the Member and the Complainant (if applicable) in writing of the Executive Council's decision in respect of each breach and the reasons for that decision.

9. APPEALS

The Member may appeal to the Executive Council within 21 days of receipt of the Executive Council's notice of decision under section 8.

If the Member appeals within the 21 day period, the decision under appeal does not take effect until the appeal is determined.

The appeal must be considered by a General Meeting in accordance with the AEIA Rules.

In considering an appeal, the General Meeting will consider all information submitted to the Executive Council in connection with the breach of the Code and may seek further information or clarification on any relevant issue, setting out the timetable for such information to be provided and when the final determination of the appeal will take place.

LPA must notify the Member in writing of the General Meeting's decision in respect of each breach and the reasons for that decision.

Subject to section 10, the decision of the General Meeting is final and following the decision, LPA will not consider any further submissions in relation to that appeal.

10. OTHER REMEDIES

The process set out in this Part B does not prevent any Member or Complainant from seeking any other legal remedy that they are entitled to seek under any applicable law, including the Consumer Laws. If a Member or a Complainant commences action to seek some other form of legal remedy during the course of any dispute resolution procedure set out in this Code, then the dispute resolution procedure under this Code will end, unless the Member and Complainant agree otherwise.



PART C: INDUSTRY PROTOCOL FOR TICKET PROCEEDS RECEIVED IN ADVANCE OF EVENT

11. TRUST ACCOUNT

Consumers have an interest in Ticket Proceeds, being the money paid for their tickets, until such time as the Event is held.

In order to ensure that this money is available for Consumers in the case that the Event does not proceed or in the case of insolvency of a relevant party, the Authorised Seller or Presenter in receipt of Ticket Proceeds must comply with the requirements set out in this Part C.

BEFORE EVENT

Ticket Proceeds must be held in trust for Consumers until the Event has been held.

As soon as practicable after receipt, all Ticket Proceeds must be deposited into a Trust Account that has been opened specifically for that purpose.

No other monies may be deposited into the Trust Account or mixed with the Ticket Proceeds, but:

- (a)** the Trust Account may be a general account containing Ticket Proceeds in relation to multiple Events, provided that a separate ledger account is maintained in respect of each Event;
- (b)** other money that is collected as part of the Ticket transaction (for example donations or prepayments for programs or car parking) may be paid into the Trust Account, provided that there are clear policies and procedures regarding:
 - (i)** the types of monies that may be deposited into the Trust Account;
 - (ii)** how and when transfers of these monies may be made out of the Trust Account; and
 - (iii)** how regularly reconciliations will be performed.

The Trust Account may be operated solely by the Authorised Seller or Presenter or, where practicable, may be jointly controlled by two or more of those parties.

The Terms and Conditions must make it clear that Consumers will be entitled to a refund in the case that the Event does not proceed.

CANCELLATION OR REFUND

Where the Event is cancelled or a refund is otherwise required and the Ticket Proceeds are not being held by the Authorised Seller, an amount sufficient to satisfy all refund obligations must be returned to the Authorised Seller by the party holding the Ticket Proceeds (after deduction of any commission, booking fees or other amounts to be paid by the Authorised Seller). The Authorised Seller must use that money to make those refunds.

Section 24 describes the situations when Resale Platform Operators must provide a refund to Secondary Purchasers.



AFTER EVENT

After an Event is held, the Ticket Proceeds may be distributed to the Presenter, Venue Manager, Authorised Seller or other parties in accordance with the settlement arrangements set out in the relevant agreement(s) between them.

12. INVESTMENT POLICY

Authorised Sellers must have an investment policy which sets out how the Authorised Seller invests Ticket Proceeds and must make that investment policy available to other parties who have a commercial interest in the Ticket Proceeds (not Consumers) on request.

Care must be taken not to trigger the financial services licensing provisions of the *Corporations Act 2001* (Cth). For example, the provisions dealing with custodial or depository services might apply if the Ticket Proceeds are held in anything other than a basic deposit product (for example, a savings account, interest bearing account or particular term deposit).

13. AUDITING PROCEDURE

A party who has a commercial interest in the Ticket Proceeds (i.e. not a Consumer) but is not a co-signatory to the Trust Account must have the right, acting reasonably, to request an audit or other form of legally binding assurance at any time to verify that the sum of money in the Trust Account matches the Ticket Proceeds recorded in the Ticket Proceeds holder's ledger.

The auditor used should be agreed between the parties. The cost of any audit should be borne by the party requesting the audit.

14. AGREEMENTS

All ticketing arrangements and agreements in respect of an Event (for example, the agreement between the Presenter and the Venue Manager, the agreement between the Presenter and the Authorised Seller, the agreement between the Venue Manager and the Authorised Seller and/or the ticketing arrangements of a self-ticketing Venue Manager or Presenter) must ensure implementation of the requirements outlined in this Part C above.

15. ADVANCE ACCESS TO TICKET PROCEEDS

In limited circumstances in the Primary Ticket Market, it may be reasonable for Ticket Proceeds to be released by an Authorised Seller to a party with a commercial interest in the Ticket proceeds (i.e. not a Consumer) prior to the Event being held.

Advance access to Ticket Proceeds obtained in the Primary Ticket Market may only be provided in the circumstances outlined in this section 15 below. See section 24 regarding protocols in the Secondary Ticket Market.



BANK GUARANTEE

The proposed recipient of the Ticket Proceeds has provided to the holder of the Ticket Proceeds a guarantee from a bona fide financial institution in a form that is sufficient to secure an amount equal to the Ticket Proceeds advanced.

GOVERNMENT FUNDING

The proposed recipient of the Ticket Proceeds:

- (a) is a Member in receipt of recurrent government funding (at least triennial); and
- (b) has provided the holder of the Ticket Proceeds with written assurance that it will satisfy all refund obligations immediately if and when required.

GOVERNMENT VENUES

The recipient of the Ticket Proceeds is a government venue which has an explicit guarantee that the government will cover any refunds if and when required.

OTHER

The recipient of the Ticket Proceeds has:

- (a) demonstrated the ability to satisfy all refund obligations if and when required; and
- (b) provided a written assurance (in a form acceptable to both the holder of the Ticket Proceeds and the Authorised Seller if a different party) to satisfy all refund obligations immediately if and when required.

OBLIGATIONS OF RECIPIENT

The directors and management of the recipient of the Ticket Proceeds must undertake appropriate risk management to ensure that there are sufficient funds to cover refunds immediately if and when required at any time, including adherence to a risk averse investment policy where appropriate.

All other relevant parties are entitled to request reasonable evidence of appropriate risk management practices.

16. BREACH

The failure by any Member to comply with this Part C of the Industry Code will be regarded as a serious breach and may be subject to the disciplinary measures set out in section 8.

PART D: ADVERTISING AND TICKETING

17. ADVERTISING MATERIAL

Advertising and promotional material in respect of Events must be clear and accurate and must comply with Consumer Laws.

Advertising and promotional material must give details, so far as is practicable, of:

(a) Main attraction(s) or performer(s)

In some areas of the live performance industry, it is standard practice to use understudies or substitutes (temporary or permanent) where the main performer is unavailable or unable to perform, or where the performer is not required by his or her contract to perform. Presenters are not required to notify Consumers through websites or advertising of temporary changes to the main attraction or performers or the use of understudies. However, Consumers must be advised of the use of any understudies or temporary substitute at the Event. Presenters are required to notify Consumers of permanent changes to the main attraction or performers through websites and advertising.

(b) Support act(s) or performer(s), where known

When Events are ticketed well in advance, support acts may not have been finalised at the time of booking or may change. For a series of Events, different support acts may be used at different times during the series. Consumers must be made aware of the identity of the support acts, where known. If this is not known, Consumers must be made aware of where they can obtain the information prior to the Event. Consumers must be made aware of any changes to the advertised support act(s) or performer(s) at the Event.

(c) Presenter, where possible

Consumers need this information to know who to contact to confirm if a Ticket seller is an Authorised Seller or to make a Complaint.

(d) Venue(s) configuration and seating arrangements

Where the normal configuration of the Venue is significantly varied for a particular Event, the configuration to be used must be disclosed in promotional material (for example, if the Venue is changed from a stage facing the audience to “in the round”).

(e) Any restricted viewing limitations

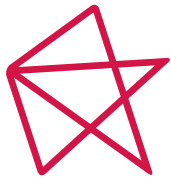
This information must also be made clear to the Consumer prior to the purchase of a Ticket.

(f) Scheduled Event date(s)

Presenters are not required to notify Consumers of potential date(s) for an Event which may be released subsequent to the initial advertised dates, depending on demand.

(g) Authorised Sellers

The Authorised Sellers for the Event including any advance booking facilities.



18. FAIR ACCESS TO TICKETS

Presenters and Authorised Sellers must seek to maximise fair access to Tickets by prospective Consumers by:

- (a) providing information about pre-sale arrangements and how Consumers can access such arrangements;
- (b) disclosing the particular categories of seats or seating areas that prospective Consumers may purchase prior to the public onsale date;
- (c) managing anticipated demand on the public onsale date by:
 - (i) providing adequate booking facilities; and
 - (ii) disclosing Ticket purchase limits or other anti-Ticket scalping strategies being applied to Ticket purchases.

19. EVENT INFORMATION

Authorised Sellers and Resale Platform Operators must provide Consumers who have purchased Tickets with information regarding:

- (a) the name and address of the Venue;
- (b) the date of the Event;
- (c) the commencement time of the Event (the time the first act commences and/or the time the doors open); and
- (d) in the case of Authorised Sellers, any specific conditions of entry for the Event or the Venue; in the case of Resale Platform Operators, any specific conditions of entry for the Event or the Venue, to the extent the information is known to them.

20. PRICE REPRESENTATIONS

PRICING CLARITY

All price representations must comply with Consumer Laws.

All price representations made to Consumers, whether on the Ticket, in advertising or other marketing material or at the point of sale, must be clear, accurate and not misleading to a Consumer.

The Australian Consumer Law prohibits engagement in misleading or deceptive conduct and the making of false or misleading representations.

The Australian Consumer Law also requires all price representations to reflect the total price payable as a single figure, inclusive of any mandatory charges which the Consumer must pay to acquire the Ticket, including booking or transaction fees, credit card charges and GST.

Where there are optional charges, or compulsory charges that cannot be calculated at the time the price representation is made (for example, a delivery charge that varies depending on the means of delivery selected), the existence and amount of these charges must also be clearly indicated, disclosed or displayed up front with any price representation. The amount of that charge must then be incorporated into the total minimum price representation as soon as it is calculable.

The practice known as 'drip pricing' must be avoided (i.e. where a price is advertised at the beginning of a purchasing transaction and then additional fees and charges are incrementally disclosed throughout the transaction).



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The Australian Consumer Law further prohibits 'bait advertising', where goods or services are advertised at a particular price but they are not available at that price or only in very limited quantities. If Tickets are advertised at a particular price, they must be available at that price for a reasonable period of time and in reasonable quantities.

Disclaimers, conditions and limitations (particularly in small print) are unlikely to be sufficient to prevent an advertisement from being misleading or in breach of other relevant Consumer Laws. Generic phrases such as "Additional fees and charges may apply" or "Conditions apply" should be avoided.

The Australian Competition and Consumer Commission provides online training on Misleading conduct & advertising and Pricing & unfair selling practices.

PRICE ON TICKET

Except for declared major events in Victoria, the law does not require the sale price of the Ticket to be printed on the Ticket but most industry participants choose to do this.

Where Tickets do not display any price, it is recommended that a mark or code is printed on the Ticket to indicate that the Ticket is authorised by the Presenter for sale either as part of a package or special offer or via an Authorised Seller.



PART E: SECONDARY TICKET MARKET

21. CONDUCT AND REPRESENTATIONS

The Australian Consumer Law prohibits misleading or deceptive conduct, and the making of false or misleading representations. Resale Platform Operators must not:

- make representations that are inaccurate or false;
- mislead or deceive Secondary Purchasers; or
- induce the purchaser of the original Ticket in the Primary Ticket Market to breach the Terms and Conditions. Inducement generally requires some form of persuasion or procurement. Merely providing the means (i.e. via a resale platform) for an original purchaser to resell a Ticket is generally not considered inducing the original purchaser to breach.

Resale Platform Operators must not use words, phrases or language that imply the Resale Platform Operator is the Authorised Seller, unless the Resale Platform Operator is in fact the Authorised Seller. Certain words and phrases (e.g. “official”, “selling fast”, cheapest in [location]”, “less than [X]% of tickets left” and “sold out”) in certain contexts may be considered misleading or deceptive. Resale Platform Operators must ensure that the use of such words or phrases and the context in which they are applied are clear, accurate and not misleading.

Resale Platform Operators should include a clear and prominently displayed statement on their website and in advertisements that their Resale Platform sells Secondary Tickets.

22. TICKET INFORMATION

In some Australian jurisdictions (e.g. New South Wales), there is legislation which specifies the information which must be disclosed when a Secondary Ticket is listed for sale. Resale Platform Operators must ensure they comply with the prescribed legislation.

Unless otherwise required by law, Resale Platform Operators should require the following Ticket information from Resellers and should include this information when the Secondary Ticket is listed for sale:

- (a) The information specified in Section 9;
- (b) Face value of the original Ticket;
- (c) Type of Ticket – e.g. general admission, A-Reserve, B-Reserve;
- (d) Section/block, row and seat, if the ticket is for a particular seat;
- (e) Any restrictions on the Ticket – e.g. restricted view, concession, age;
- (f) Other pertinent information – e.g. whether identification matching the name on the Ticket is needed to enter the Venue or whether delivery of Tickets will be delayed until closer to the Event date;
- (g) Any specific conditions of entry for the Event or Venue – e.g. no bags/phones/ cameras are permitted inside the venue.



Resale Platform Operators should provide a notice that the Terms and Conditions applicable to the Ticket may prohibit or restrict the resale of the Ticket.

If an Authorised Seller is part of the same entity as or affiliated with a Resale Platform, the Authorised Seller should not take or acquire Tickets, or use their allocation from the Primary Ticket Market, and resell them on the Secondary Ticket Market.

23. REMOVING LISTINGS

Resale Platform Operators should take reasonable steps to remove the advertising and listing of a Secondary Ticket from their Resale Platform if:

- (a) it is prohibited to resell or offer to resell a Ticket under any applicable laws;
- (b) a Ticket is advertised at a price which breaches any applicable laws;
- (c) Tickets are not officially on sale to the general public or via presales in the Primary Ticket Market;
- (d) the Resale Platform Operator knows or suspects that the Ticket offered for resale is a Speculative Listing; or
- (e) the Resale Platform Operator knows or suspects that the listing of the Ticket contains inaccurate or misleading information.

Resale Platform Operators must refuse to allow listing of Tickets by Resellers which engage in fraudulent activity (e.g. selling fake tickets, selling multiple copies of the same Ticket or listing Tickets that have been purchased with a stolen credit card) or repeatedly breach the Resale Platform Operator's terms and conditions.

24. PROTOCOLS FOR TICKET PROCEEDS

If a Resale Platform Operator holds monies from Secondary Purchasers, it must:

- (a) not release this money to the Reseller until a reasonable period (at least 5 working days) after the Event has been presented; and
- (b) provide a refund to Secondary Purchasers for the full amount paid for the Ticket if:
 - i. the Event is cancelled;
 - ii. the Secondary Purchaser does not receive the Tickets paid for; or
 - iii. the Tickets are invalid (e.g. Tickets have been cancelled by the Presenter, multiple copies of the same Ticket) and the Ticket bearer was refused entry into the event.



25. FRAUD

If Resale Platform Operators become aware of fraudulent activity (e.g. selling fake tickets; selling multiple copies of the same Ticket; listing Tickets that have been purchased with a stolen credit card), they should:

- (a)** report the incident to relevant authorities;
- (b)** ban those Resellers from being able to use their Platform again;
- (c)** not forward Ticket Proceeds to the Reseller;
- (d)** provide a refund to Secondary Purchasers for the full amount paid; and
- (e)** encourage Secondary Purchasers who have been affected by fraudulent activity to report the incident to relevant authorities.

26. RESALE PLATFORM OPERATORS' TERMS AND CONDITIONS

Resale Platform Operators should clearly set out the terms and conditions that apply to Secondary Purchasers and Resellers. These may include customer service standards that outline what Resellers and Consumers can expect when dealing with the Resale Platform Operator.

For those Resale Platform Operators which offer Resale Platform Guarantees, they should clearly describe the circumstances when:

- (a)** a Secondary Purchaser will and will not receive a refund or other guarantee; and
- (b)** a Reseller will and will not receive payment.

Resale Platform Operators must ensure that their terms and conditions, including any Resale Platform Guarantees, comply with all applicable laws. Resale Platform Operators should make these terms and conditions publicly available.

27. CANCELLING TICKETS

An Authorised Seller or Presenter may be entitled to cancel Tickets or refuse entry to Ticket holders in certain circumstances. For example, an Authorised Seller or Presenter may be entitled to cancel Tickets where a Ticket is issued fraudulently or where it is resold contrary to any applicable laws relating to the resale of Tickets. However, an Authorised Seller or Presenter may not be entitled to cancel Tickets if they are sold in accordance with applicable laws. For example, in New South Wales an Authorised Seller or Presenter cannot cancel a Ticket if the Ticket is resold at a price that complies with prescribed laws.

Whether or not a refund needs to be given to the original purchaser when a Ticket is cancelled will also depend on the particular circumstances giving rise to the cancellation and must be in accordance with the Consumer Laws.



PART F: OTHER MATTERS

28. PRIVACY

The handling and use of a Consumer's personal information is regulated by the Privacy Act 1988 (Cth) (Privacy Act) and Members should ensure they comply with the Privacy Act when dealing with Consumer's personal information.

LPA provides information and support to Members to assist them in complying with the Privacy Act. Guidance regarding the Australian Privacy Principles is available on the LPA website.

Information is also available on the Office of the Australian Information Commissioner's website.

29. ON-LINE DISCOUNT TICKET PROVIDERS

On-line and last minute discount ticket providers may present difficulties for Venue Managers if they issue Tickets and/or ticket vouchers that are unfamiliar to Venue Managers' staff.

To avoid misunderstandings and Complaints, Members utilising on-line discount ticket providers should ensure that they have advised the Venue Manager accordingly and have provided adequate opportunity for the Venue Manager to brief its staff regarding the Tickets and/or ticket vouchers provided by the on-line discount ticket provider.

Members utilising on-line discount ticket providers must ensure that the on-line discount ticket provider complies with the Code and in particular with the requirements of section 11 above.



PART G: DEFINITIONS AND INTERPRETATIONS

30. DEFINITIONS

In this Industry Code, the following terms have the meanings set out below:

AEIA

The Australian Entertainment Industry Association, being an organisation registered under the *Fair Work (Registered Organisations) Act 2009* (Cth).

AEIA Rules

The *Rules of the Australian Entertainment Industry Association*, as amended from time to time and registered with the Fair Work Commission.

Australian Consumer Law

The Australian Consumer Law set out in Schedule 2 to the *Competition and Consumer Act 2010* (Cth).

Authorised Seller

A person or organisation who or which is authorised by the Presenter or Venue Manager to sell Tickets for an Event. In some cases, the Venue Manager or Presenter may be the Authorised Seller.

Includes reference to a person authorised by the Presenter to sell Tickets as part of a package with travel, hospitality or accommodation benefits.

Code

The Live Performance Australia Ticketing Code of Practice comprising the Consumer Code and this Industry Code.

Code Reviewer

A person appointed by the Executive Council as referred to in the Consumer Code.

Complainant

A Consumer who makes a Complaint.

Complaint

A Complaint is a statement made to LPA or a Member that any product, service or situation is unsatisfactory or unacceptable.

Consumer

A person who purchases a Ticket to an Event.

Includes a person who holds a Ticket to an Event where this Code refers to matters occurring during an Event.

Includes a person who is intending to purchase a Ticket to an Event where this Code refers to matters occurring prior to the purchase of a Ticket.

Consumer Code

The Consumer Code component of the Live Performance Australia Ticketing Code of Practice.

Available on the LPA website.

Consumer Laws

The Australian Consumer Law and State and Territory consumer protection legislation.

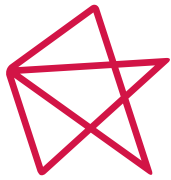
Event

A live performance including but not limited to theatre, opera, dance, concert, festival, spectacular or arena event.

Does not include a sporting event.

Executive Council

The Council vested with the management of the AEIA, in accordance with the AEIA Rules.



Industry Code

The Industry Code component of the Live Performance Australia Ticketing Code of Practice.

Available on the LPA website.

LPA

Live Performance Australia (being the business name used by AEIA and under which AEIA operates).

LPA Complaints Officer

An employee of LPA appointed to the role.

General Meeting

A general meeting of Members, held in accordance with the AEIA Rules.

Member

A financial member of AEIA in accordance with the *Fair Work (Registered Organisations) Act 2009* and the AEIA Rules.

Membership includes persons and organisations in the live performance industry who or which make Tickets available for sale, whether to the general public or otherwise.

Presenter

A person, organisation, promoter, producer or Venue Manager which presents Events.

Actions of a Presenter's staff are taken to be actions of the Presenter.

Primary Ticket Market

The market in which Tickets are sold by the Presenter or an Authorised Seller.

Reseller

A person who is seeking to resell, or reselling, a Ticket. Includes a person selling a Ticket via a Resale Platform.

Includes any person or organisation, not being an Authorised Seller or otherwise approved by an Authorised Seller, who or which resells or offers to resell a Ticket at a premium price (i.e. higher than the original price) with the intention of reselling the Ticket in order to make a profit or gain some other financial benefit.

Includes any person or organisation who or which is considered to be a ticket scalper under any applicable legislation in Australia.

Resale Platform

Any platform used to facilitate the sale of Secondary Tickets.

Resale Platform Guarantees

Guarantees offered by Resale Platform Operators for Tickets sold via their Resale Platform.

These guarantees are separate and in addition to the Consumer Guarantees under the Australian Consumer Law.

Resale Platform Operator

The owner and/or operator of any Resale Platform.

Secondary Purchaser

The purchaser of a Secondary Ticket from a Reseller.

Secondary Ticket

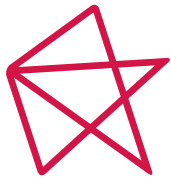
Any Ticket resold by a Reseller.

Secondary Ticket Market

The market in which Secondary Tickets are bought and sold.

Speculative Listing

An offer to sell Secondary Tickets when the person offering to sell these Tickets does not have the legal title to the Tickets or the right to sell the Tickets.



Terms and Conditions

The terms and conditions which apply to the sale of the Ticket in the Primary Ticket Market and/or entry to the Event or Venue.

Ticket

A revocable licence granted to the Consumer to be admitted entry to an Event or to a Venue, subject to the applicable Terms and Conditions, evidenced by any ticket, voucher, coupon, card, badge, document or other form of identification device such as an electronic barcode, wristband, member's card or a credit card.

The right of admission to the Event may also include the right to be admitted to a designated area or a designated seat.

Ticket Proceeds

Money paid by Consumers for their Tickets.

Trust Account

The account for Ticket Proceeds opened and maintained in accordance with section 11 of this Industry Code.

Venue

The place where the Event is held.

Venue Manager

The owner, proprietor or manager of a Venue.

The actions of the Venue Manager's staff are taken to be actions of the Venue Manager.

31. INTERPRETATION

In this Industry Code, where the term "should" is used in relation to an obligation, then the obligation is considered to be best practice and may not be strictly required in all cases.