

Lost City U18s



2023 EVENT SPECIFIC TERMS AND CONDITIONS

- 1) **AGE RESTRICTIONS: THIS IS AN UNDER 18s EVENT:** Entry to the Event is restricted to patrons between 13-17 years of age only. By purchasing a ticket you agree that on the Event Date you will be aged over 13 years and not older than 17 years. If you are aged 18 years or older on the Event Date you will be refused entry to the Event and your ticket will not be refunded.
- 2) **Proof of Age ID:** it is a condition of entry to the Event that you present one acceptable **Proof of Age ID** to enter the Event and Venue. **Proof of Age ID** must be current and can be:
 - School Identification Pass
 - Learners Permit or Drivers Licence
 - Passport
 - Proof of Age Card or Keypass.Proof of Age ID may be requested at any time.
Certified Copy of Passports will be accepted.
Certified Copy of Birth Certificates plus 1 other form of any type of Photo ID will be accepted.
Certified Copy means it has been certified and stamped and/or signed by a Justice of the Peace, Solicitor, Pharmacist, Nurse or Police Officer.
- 3) **PASS OUTS:** There are no pass outs throughout the Event.
- 4) **BANNED ITEMS:** Strictly NO BUMBAGS. The Promoter reserves the right to prohibit items which it believes threaten the enjoyment, rights and/or safety of all patrons and/or artists. Banned items must be surrendered and will not be returned. For a full list of Banned Items visit www.goodlifepresents.com.au.
- 5) **ZERO TOLERANCE POLICY:** The Event is an alcohol, cigarette, vape and drug free event. Any patron found to have consumed, or possess, alcohol or illegal substances will have their parents/guardians contacted. If your parents/guardians are uncontactable, you will be handed over to Police.
- 6) **SECURITY AND POLICE:** We actively enforce our Zero Tolerance Policy in relation to drugs and alcohol and it is a condition of entry to the Event and the Venue that you may be subject to the following checks:
 - Proof of Age ID checked at security discretion.
 - All bags checked for Banned Items.
 - Random pat down for Banned Items.
 - Metal detectors checks.
 - Random breathalysing at point of entry and during the Event if required (approx 1 in 5 patrons are tested).
 - Random drug testing through tongue swipes at point of entry and during the Event if required (approx 1 in 10 patrons will be drug tested).Agreeing to the above Zero Tolerance Policy is a condition of entry to the Event and the Venue. Should you choose to refuse, you will not be forced to comply but if you choose not to agree, you will be denied entry to the Event and the Venue without refund.

If you are found to have a positive drug or alcohol reading, you will not be permitted into the Event and will be escorted by Event security to a waiting area. Event security will contact your

parents/guardians to collect you. If your parents/guardians are uncontactable, you will be handed over to Police.

- 7) **TICKET REFUNDS:** No refunds or exchanges on any ticket except as required by the Live Performance Australia Ticketing Code of Practice or the Australian Consumer Law. Incorrect purchases are NOT guaranteed a refund and are at the discretion of the Promoter.
- 8) **TICKET REISSUES:** The ability to reissue (change the name on your ticket) or offer your ticket for resale (sell your ticket to someone else) may be available for a nominated fee per ticket, however these services are at the discretion of the Promoter and may be subject to change. To check if either service is available, log into your Moshtix account after you have purchased the ticket(s). Should ticket reissues be available, they will conclude prior to the door/gate opening time unless otherwise specified by the Promoter. Should tickets be available to be offered for resale these cannot be guaranteed to be resold.
- 9) **DIGITAL TICKETS:** Your digital ticket is your ticket to the Event and must be presented at the entry gates to gain entry. Your ticket will be emailed to the email address specified during booking as either a PDF attachment or Passbook link once your credit card has been successfully charged. If you do not receive your ticket(s) you can log in to your Moshtix account to either re-send or download a copy. Otherwise, please bring valid Proof of Age ID and the credit card used to purchase the ticket(s) to the entry gate.
- 10) **TICKETHOLDER NAMES AND DATES OF BIRTH:** At the point of entry the ticket presented must match the FULL NAME and DATE OF BIRTH (where required) specified in your booking history. You will be asked to present a current matching Proof of Age ID. You may either:
 - (A) nominate 1 FULL NAME for all tickets and receive separate barcoded tickets and everyone must arrive at once in a group; or
 - (B) nominate ALL attendee FULL NAMES and DATES OF BIRTH (where required) and receive separate barcoded tickets for everyone, each person may then arrive separately. Each ticket will be emailed separately to each nominated email address.
- 11) **TICKET LIMITS:** Any tickets purchased in excess of the Event ticket/transaction limit may be cancelled at the discretion of the Promoter.
- 12) **BOOKING FEES:** Each ticket attracts a booking fee, which is inclusive of GST. All tickets and products listed on www.moshtix.com.au are priced in Australian dollars.
- 13) **CHANGE IN EVENT:** The Promoter reserves the right to withdraw, reschedule or substitute artist/s and/or vary advertised programs, prices, event times, venues, seating arrangements, staging and audience capacities without notice.
- 14) **VENUE CONDITIONS:** The Promoter reserves the right of admission and to enforce the Venue entry conditions set by the Venue. Anyone behaving in an offensive, disruptive or dangerous manner may be ejected from the Event in the Promoter's or the Venue's discretion.
- 15) **CANCELLATION:** Should the Event be cancelled or rescheduled, Moshtix will contact you via the nominated email address.
- 16) **RE-SELLING TICKETS:** It is a condition of sale that tickets may not be offered for unauthorised resale, on third party websites such as eBay, Gumtree, Viagogo or social media Buy Swap Sell pages. Tickets may not be resold or offered for resale at a premium (including online auction

sites) or used for advertising, promotion or other commercial purposes. If a ticket is used in breach of these conditions, it may be cancelled without refund and the ticket holder may be refused entry.

- 17) **COVID-19 SPECIFIC CONDITIONS OF ENTRY:** You acknowledge that the Event may be scheduled to be held during a time at which one or more Government directions or regulations may be in force regarding the number of persons attending an event. If number of patrons allowed to attend the Venue is affected, resulting in the Promoter being required to or deciding to:
- a. cancel or postpone the Event;
 - b. reduce the number of patrons who may attend the Event;
 - c. change your seating allocation; and/or
 - d. change any standing or seating configurations for attendance at the Event;
- in which case you may receive a refund in accordance with the Moshtix Terms and Conditions.

You agree to comply with all Government directions, orders and regulations relevant to attending live events, which may be in place at the time of the Event.

If you buy tickets for a group, you (as the primary ticket purchaser) are responsible for knowing the contact details of all attendees in your group. If you are contacted directly by the Government, including the Department of Health for the purposes of contact tracing, you must:

- (a) make the contact details of your group available to the Government (if you have the consent of each group member to do so); or
- (b) contact each member of your group, and request that they provide their contact details to the Government directly.

All attendees in your group, including yourself, must commit to stopping the spread of COVID-19. If at the time of the Event, either you, or any other members of your group are feeling unwell or are subject to a self-quarantine or self-isolation period, you agree not to attend the Event.

By agreeing to purchase a ticket to the Event, each patron accepts any liability and inherent risk related to COVID-19 and acknowledges that COVID-19 can have serious health consequences. By attending the Event each patron (and any persons who attend the Event with you) acknowledge and accept these risks.

- 18) **YOUR PERSONAL INFORMATION:** Moshtix, on behalf of the Promoter, collects and keeps personal information about you including your name, address, credit card or payment details, contact number and the names of all ticket allocations. Unless you tell Moshtix otherwise, the Promoter may disclose your contact details to third parties if you elect to receive such information at time of ticket purchase so they can provide you with promotional material about other events and products. The Promoter may also need to disclose your personal information as required by law or as permitted under the Privacy Act 1988 (Cth). If you have any questions about how the Promoter will handle your personal information please visit the link at the bottom of the Authorised Ticketing Agency's ticketing page where you purchase your Event ticket or contact the Promoter.

- 19) **PROMOTER DETAILS:** Moshtix provides this ticketing service on behalf of the Promoter. The **Promoter** is Good Life Music Festivals Pty Ltd (ABN 84 165 300 498) of 222 York St, South Melbourne, Victoria 3205 – www.goodlifepresents.com.au.

Moshtix Terms & Conditions

Last updated: October 2019

Our mission is to make your browsing and purchasing experience easy, fast and fair, so you can get your tickets, non ticket items, or make registrations as quickly and as fast as possible.

Moshtix Pty Ltd incorporating Moshtix.com and Moshtix.com.au, and Ticketmaster NZ Ltd incorporating Moshtix.co.nz (collectively "Moshtix") operates the Moshtix booking systems and web pages ("Moshtix platform") for events created by third party event organisers ("Event Organisers") in Australia and New Zealand. When you purchase a ticket for an event that is located in New Zealand, then Ticketmaster NZ Ltd (trading as 'Moshtix') will be handling the transaction. When you purchase a ticket for an event that is located in Australia, then Moshtix Pty Ltd will be handling the transaction.

Moshtix provides the Moshtix platform and associated software to Event Organisers so that they may list event details, set ticket inventory, sell tickets, take registrations, manage customer lists and communications and manage other event functions, using the Moshtix platform. Moshtix provides access to certain parts of the Moshtix platform to the general public so that they may transact and interact with the Event Organiser.

Moshtix also sells non-ticket items, including but not limited to ticket insurance, merchandise and gift vouchers on behalf of Moshtix, Event Organisers and third parties ("Non-Ticket Items").

The following Terms and Conditions of Use and Purchase Policy ("these Terms") have been created to ensure you are happy with your ticket purchase and that you fully understand the purchase process with the Event Organiser who uses the Moshtix platform, Moshtix powered partner websites and Moshtix retail store associates to promote the Event Organisers events, sell tickets, sell Non-Ticket Items, make registrations and bookings.

1. General

- a) By using or visiting Moshtix platform, you expressly agree to be bound by these Terms and to follow these Terms and all applicable laws and regulations governing the Moshtix platform.
- b) By agreeing to these Terms, you are also agreeing to the Terms of Moshtix Privacy Policy. To read the Privacy Policy click here - <https://www.Moshtix.com.au/v2/faq/faq-privacy-policy>
- c) Moshtix reserves the right to change these Terms at any time, effective immediately upon posting on the Moshtix platform. To ensure you are aware of the latest Purchase Policy and Terms, please check this page of the Moshtix platform periodically which is available from every event page on the Moshtix platform. The latest date of issue will be posted at the top of this page.

2. Permitted Use of Moshtix platform

- a) You agree that you are only authorised to visit, view and to retain a copy of pages of the Moshtix platform for your own personal use, and that you shall not duplicate, download, publish, modify or otherwise distribute the material on this site for any purpose other than to review an event and its promotional information, for personal use, or to purchase tickets for your personal use, unless otherwise specifically authorised by Moshtix to do so.
- b) The content and software on this site is the property of Moshtix and is protected by Australian, New Zealand and international copyright laws. We post a legal notice and various credits on the Moshtix platform, which may not be amended or removed. You must not remove this notice or these credits, or any additional information contained along with the notices and credits.

3. Links and Search Results on Moshtix platform

- a) The Moshtix platform may include links posted by the Event Organiser or automatically produce search results that reference or link to third party sites throughout the internet. To the extent permitted by law, where Moshtix has no control over these web sites or the content contained within them, Moshtix cannot and does not guarantee, represent or warrant that the content contained in third party websites is accurate, legal and/or inoffensive.
- b) Moshtix does not endorse the content of any third party site, nor do we warrant that such third party site will not contain viruses or otherwise impact your computer in a harmful or damaging way. By using the Moshtix platform to search for or link to another site, you agree and understand that you may not make any claim against Moshtix for any damages or losses, whatsoever, resulting from your use of Moshtix platform to obtain search results or to link to another site. If you have a problem with a link from the Moshtix platform, please notify us at help@tixsupport.com and we will investigate the problem you describe in your email and take actions that we deem are appropriate in our sole discretion.

4. Unauthorised Use of the Moshtix platform

Illegal and/or unauthorised uses of Moshtix platform, whether for unauthorised ticket sales, unauthorised framing of or linking to the Moshtix platform will be investigated and appropriate legal action will be taken.

You are prohibited from using any software, bots or other technology to circumvent the security or services on the Moshtix platform. Where there is a re-sale restriction placed by the Event Organiser on any ticket sales via the Moshtix platform, there may be legislation in the territory or state where your event is located which prohibits the use of any software that is used to circumvent the security measures of the Moshtix platform. The penalties for infringing this legislation can be significant and any such activity will be considered a breach of these Terms.

5. Violation of these Terms and Conditions

- a) If you violate these Terms including if you post or provide User Content which violates these Terms or has violated the rights of Moshtix, any other User or the law, Moshtix may terminate your use of Moshtix platform, prevent you from making all future bookings using Moshtix platform, and/or take legal action against you. Where this occurs, Moshtix will provide you with reasonable prior written notice that this will be implemented, together with reasons for that action being taken. If you wish to dispute that decision of Moshtix, you have 5 days within Moshtix providing its notice to you to do so and Moshtix will act reasonably in considering your response.
- b) If you materially violate these Terms (which includes any breach of clauses 4 and 6), in addition to paragraph 5(a), Moshtix may cancel your ticket orders in which case Moshtix will provide you with written notice of that cancellation together with reasons for that cancellation.
- c) You agree that monetary damages may not provide a sufficient remedy to Moshtix for violations of these Terms and you consent to injunctive or other equitable relief for such violations.
- d) Moshtix may release user information about you if required by law or subpoena, or if the information is necessary or appropriate to release to address an unlawful or harmful activity. This is in addition to any other uses permitted under our Privacy Policy.
- e) Moshtix is not required to provide any refund to you if you are terminated as a user because you have violated these Terms, except as expressly set out in these Terms or otherwise required by law.

6. Moshtix Copyright & Defamation Policy

You may only submit content to Moshtix platform ("User Content") where you have the rights to do so. In particular, you:

- a) may not use Moshtix platform to unlawfully transmit copyrighted material (including articles, images, stories and software) without a license, express consent, valid defence or fair use exemption to do so;

- b) must ensure that the content you upload does not infringe the copyright or any other rights of third parties (such as privacy or publicity rights); and
- c) must not upload any content to the Moshtix platform which is defamatory, obscene or otherwise infringes any law.

7. Disclaimers

- a) Moshtix does not promise that the Moshtix platform will be error-free, uninterrupted, nor that it will provide specific results from use of the Moshtix platform or any content, search or link on it.
- b) the Moshtix platform and its content are delivered on an "as-is" and "as-available" basis.
- c) Moshtix cannot ensure that files you download from the Moshtix platform will be free of viruses or contamination or destructive features although Moshtix will take steps consistent with industry practice to protect against this occurring.
- d) Moshtix does not by these Terms exclude any rights and remedies in respect of goods or services under the Australian Consumer Law (Cth) (where your event is located in Australia) and the Consumer Guarantees Act 1993 and the Fair Trading Act 1986 (New Zealand) (where your event is located in New Zealand), or equivalent state or territory legislation which cannot be excluded, restricted or modified. However, Moshtix excludes all rights, remedies, conditions and warranties in respect of goods or services from your use of this site and Moshtix platform whether based in statute, common law or otherwise to the fullest extent permitted by law. To the fullest extent possible, the following paragraphs of this clause 7 will apply.
- e) Moshtix will not be liable for any damages of any kind arising from the use of Moshtix platform, including without limitation, direct, indirect, incidental, and punitive and consequential damages.
- f) To the fullest extent permitted by law, Moshtix makes no guarantee of any specific result from use of the Moshtix platform or use of Moshtix service.
- g) To the fullest extent permitted by law, Moshtix disclaims any and all liability for the acts, omissions and conduct of any third party users, Moshtix users, advertisers and/or sponsors on the Moshtix platform, in connection with Moshtix service or otherwise related to your use of the Moshtix platform and/or the Moshtix service. Moshtix is not responsible for the products, services, actions or failure to act of any venue, performer, promoter or other third party in connection with or referenced on the Moshtix platform.
- h) Without limiting the other provisions of this clause 7, you may report the misconduct of users and/or third party advertisers, service and/or product providers referenced on or included in the Moshtix platform to Moshtix at help@tixsupport.com. Moshtix may investigate the claim and take appropriate action, in its sole discretion.

8. Age Restrictions

EVENTS MAY BE SUBJECT TO AGE RESTRICTIONS. IT IS YOUR RESPONSIBILITY TO CHECK THE EVENT PURCHASE PAGE FOR CONFIRMATION OF ANY AGE RESTRICTIONS AND REQUIREMENTS. If this event is classified as an 18+ event, you will be required to present a legal form of photo ID at the event entry, such as a current Australian driver's license (international driver's licenses won't be accepted) or State Approved 'Proof Of Age' card (where your event is located in Australia) or New Zealand driver's license (international driver's license won't be accepted) or 'Kiwi Access' card (where your event is located in New Zealand) or a valid Passport. If this event is classified as an under 18 event, you are not allowed to attend if you are over the age of 18 years. You will be required to provide valid photo ID to show that you are under 18 years of age. If this event is classified as all ages, you may attend if you are over the age of 18 years, however this event may be unlicensed, or if it is licensed, you will be required to present a photo ID to access licensed areas.

9. Exchanges, Refunds

Before purchasing tickets carefully review your event and ticket selection, no refunds or exchanges will be available on any purchase except as required by and/or specified by the Live Performance Australia Ticketing Code of Practice Consumer Code (where your event is located in Australia) or as otherwise required by law. Incorrect purchases are NOT guaranteed a refund and are at the discretion of the promoter/venue/event organiser

Nothing in these Terms is intended to exclude, modify or limit the operation of the Australian Consumer Law or Consumer Guarantees Act 1993 and the Fair Trading Act 1986 (New Zealand) with respect to refunds.

10. Reissue and Resale

The ability to reissue (change the name on your ticket) or offer your ticket for resale (sell your ticket onto an anonymous buyer) may be available for a nominated fee per ticket, however these services are at the discretion of the event organiser and may be subject to change. To check if either service is available, log into your Moshtix account after you have purchased the ticket(s). Should ticket reissues be available, they will conclude up to 48 hours prior to the door/gate opening time unless otherwise specified by the event organiser. The new attendee's name, email and date of birth may be required when reissuing a ticket. There will be a maximum of two (2) reissues permitted per ticket unless otherwise specified. Should tickets be available to be offered for resale these cannot be guaranteed to be resold.

11. Ticket Limits

When purchasing tickets on Moshtix, you are limited to a maximum number of tickets per transaction. Any tickets purchased in excess of the event ticket/transaction limit may be cancelled at the discretion of Moshtix or the event organiser.

12. Pricing and Ticket Availability

Moshtix sells tickets and Non-Ticket Items on behalf of Event Organisers and other third parties which means Moshtix does not determine the ticket prices, booking fees, postage and handling fees (if posted tickets are an option) Each purchase may attract a service fee, which is inclusive of GST and credit card processing fees and booking fees. All tickets and products listed on www.Moshtix.com.au are priced in Australian dollars. All tickets and products listed on www.Moshtix.co.nz are priced in New Zealand dollars

13. Proof of identity

At the point of entry you may be required to present the ticket and matching legal form of identification such as a current Australian or New Zealand driver's license, 'Proof of Age' card, 'Kiwi Access' card or valid Passport. You may need to present this proof at the event venue to obtain admission

14. Delivery of tickets

Through the Moshtix platform the Event Organiser may elect to offer one or more of the following delivery options for your ticket order. The proof of identity requirements set out in clauses 8 apply regardless of the delivery of ticket method used.

If you have not received your tickets within 48 hours of the event you can log in to your Moshtix account to either re-send, download a copy, or contact Moshtix support by submitting a request <https://tixsupport.Moshtix.com.au/hc/en-us/requests/new> or by email help@tixsupport.com.

By "email / e-ticket" option: The Moshtix platform provides an opportunity for you to provide your email address and we will deliver your ticket to that email address. You are not required to print your ticket(s), you can present the electronic PDF version of the ticket to be scanned directly from your mobile or tablet device.

By Passbook, Facebook Messenger or other ticket wallet applications via mobile phones, tablets and devices.

By "Post" or "Registered Post" option: Please ensure you supply the correct billing and delivery address information for ticket orders as incorrect details will delay processing and delivery. Moshtix and Event Organisers do not post to PO Boxes. If you have selected delivery through the mail, please allow at least 10 working days after your order is made to receive your tickets from Moshtix or the Event Organiser.

15. Cancelled Events

Occasionally, events are cancelled or postponed by the Event Organiser due to weather conditions or situations affecting the staff, audience or artist. When this occurs, the Event Organiser will make every effort to ensure you receive a prompt refund and/or exchange if applicable.

If an event is cancelled or postponed, refunds will be determined by the Event Organiser. If a refund has been confirmed by Moshtix or the Event Organiser then the following refund methods will apply

I. If you booked online or by phone using a credit card, Moshtix will arrange for a refund to the credit card used for purchase within 14 days of notifying you that a refund for this event applies. Some Event Organisers elect to use their own merchant facility for processing payments, rather than Moshtix' merchant facilities, so that payments are made directly to the Event Organiser and not received by Moshtix. Where this occurs you will be refunded directly by the Event Organiser, and Moshtix will work with the Event Organiser to arrange this, but Moshtix will have no responsibility or liability for such refunds.

II. If you booked in an authorised Moshtix retail outlet, please return to the same outlet you purchased from to obtain a full refund within 90 days of the event cancellation. You will be asked to sign for your refund. If you are genuinely unable to return to the store for a refund, please contact help@tixsupport.com providing details of the event and point of purchase and any other information as reasonably required to allow Moshtix to arrange a refund. Note that any refunds conducted through this method will take significantly longer than refunds conducted through the retail outlet.

III. If you purchased the ticket(s) independently of Moshtix platform, you will need to return the tickets directly to the place where you purchased the tickets.

Moshtix takes no responsibility for tickets not purchased through the Moshtix platform including web pages, call centre, outlets and authorised retailers. Should the event be cancelled or rescheduled, Moshtix will contact you via the nominated email address. It is your responsibility to keep your contact details up to date.

16. Scalping

Tickets may not be resold or offered for resale at a premium (including via online auction sites) or used for advertising, promotion or other commercial purposes. If a ticket is used in breach of this condition, it may be cancelled without refund and the ticket bearer may be refused admission.

The validity of any ticket offered for resale on 3rd party websites such as Viagogo, Facebook, Ebay or Gumtree cannot be guaranteed.

17. Other terms

Event Organisers may reserve the following rights:

1. Admission to events, latecomers may not be admitted until a suitable break;
2. change/withdraw advertised artists, programs or seating without notice; and
3. Event Organisers may also append their own terms and conditions to these Moshtix Terms and such additional terms are displayed and agreed to by the purchaser during the booking process.

If you have a query in relation to these Terms, please contact Moshtix via the contact details

Email: help@tixsupport.com

Contact Address: PO Box 1272, Darlinghurst, NSW, 1300