

LIVE PERFORMANCE AUSTRALIA

TICKETING CODE OF PRACTICE

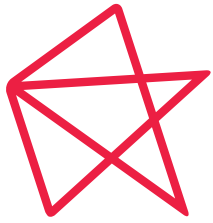
PART A: BACKGROUND

- 1. What is the LPA Ticketing Code of Practice?
- 2. What are the objectives of the Code?
- 3. What is the legal status of the Code?
- 4. Who is bound by the Code?
- 5. What Tickets are covered by the Code?
- 6. How is the Code enforced?
 - Complaints
 - Compliance and liability
- 7. How is the Code interpreted?
- 8. How is the Code publicised?
- 9. How is this Code monitored and reviewed?
 - Code Reviewer
 - Review and report on compliance
 - Review and report on improvements

PART B: CONSUMER RIGHTS

- 10. What are my rights when I buy a Ticket?
 - Consumer Guarantees
 - Terms and Conditions
 - Agreement to Terms and Conditions
- 11. Can I transfer or resell my Ticket?
- 12. What are my rights if I bought my Ticket from a Reseller?
 - Resellers
 - Resale Platforms and Resale Platform Operators
 - Refunds and exchanges
 - Authorised Sellers
 - Guide

- 3 13. When am I entitled to a refund? 12
 - Cancellation prior to Event 12
 - Rescheduling prior to Event 12
 - Significant relocation of Event 13
 - Interruption during Event or incomplete performance 13
 - Incidents affecting enjoyment of Event 13
 - Discretionary refunds 14
 - Amount of refund 15
 - Recipient of refund 15
 - Request for refund 15
 - Complaint 15
- 6 14. When am I not entitled to a refund? 16
 - Change of mind 16
 - Dislike of or dissatisfaction with Event 16
 - Failure or inability to attend Event 16
 - Late attendance 16
 - Refused entry or evicted 16
 - Use of an understudy or substitute 17
 - Change in support act or festival acts 17
 - Non-compliance with the Code 17
 - Change in Ticket price 17
 - Release of additional seats or dates 17
 - Lost or stolen Tickets 17
 - Invalid or fake Tickets 18
- 10 15. Cancelled, rescheduled or significantly relocated 19
 - Events due to Intervening Circumstances
 - Am I entitled to a refund? 19
 - Cancelled Events 19
 - Rescheduled Events 20



**LIVE
PERFORMANCE
AUSTRALIA**

CONSUMER CODE

EIGHTH EDITION - EFFECTIVE 1 JANUARY 2021

LIVE PERFORMANCE AUSTRALIA

TICKETING CODE OF PRACTICE

Significantly Relocated Events	21
16. Can I be refused entry to or evicted from an Event?	22
Refused entry or evicted	22
Late entry	23
17. Can I be searched at an Event?	23
PART C: DEFINITIONS	24

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 eighth and current edition is effective from 1 January 2021.

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.

The provision of an Event is considered a 'service' and not a 'good' for the purposes of Consumer Laws. In summary, the Consumer Guarantees in relation to Events include a guarantee that the services will be:

- rendered with due care and skill; and
- reasonably fit for the particular purpose for which they are acquired; and
- delivered within a reasonable time.

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.

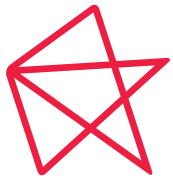
TERMS AND CONDITIONS

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 (e.g. New South Wales and South Australia), 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 Marketplace) 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, rescheduled or significantly relocated, unless:

- (a)** The Ticket has been transferred into your name by the Authorised Seller or Presenter or
- (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. If the Event was cancelled due to Intervening Circumstances, your rights under the Consumer Guarantees are impacted. Please see section 15 for further information.

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). If the Event was rescheduled due to Intervening Circumstances, your rights under the Consumer Guarantees are impacted. Please see section 15 for further information.

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 from the point of purchase in a timely manner. Preferably this should be done before the original Event date and, in any event, before the rescheduled Event takes place. The Presenter may also specify timeframes.

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). If the Event is relocated due to Intervening Circumstances, your rights under the Consumer Guarantees are impacted. Please see section 15 for further information.

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 from the point of purchase in a timely manner. This should be done before the relocated Event takes place. The Presenter may also specify timeframes.

INTERRUPTION DURING EVENT OR INCOMPLETE PERFORMANCE

Occasionally, Events finish earlier than planned 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, in any event, 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. If the refund for cost of the Ticket is due to Intervening Circumstances, your rights under the Consumer Guarantees are impacted. Please see section 15 for further information.

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.

CHANGE OF MIND

A Member is not required to provide a refund or exchange if you change your mind about the Ticket purchase, unless the refund policy in place at the time of the Ticket purchase indicated a refund would be made available.

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 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 - <https://consumeraffairs.nt.gov.au/>

15. CANCELLED, RESCHEDULED OR SIGNIFICANTLY RELOCATED EVENTS DUE TO INTERVENING CIRCUMSTANCES

There may be instances when Members are unable to present Events due to Intervening Circumstances. This may result in Events being cancelled, rescheduled or relocated.

Where an Event has been cancelled, rescheduled or significantly relocated due to Intervening Circumstances, your rights under Australian Consumer Law are impacted. You may not be entitled to a refund under the Consumer Guarantees. Your entitlement to a refund or other remedy will depend upon the Ticket Terms and Conditions at the time of sale.

If you have bought a Ticket from an Authorised Seller to an Event that has been cancelled, rescheduled or significantly relocated due to Intervening Circumstances, this section outlines what you should expect from Presenters.

AM I ENTITLED TO A REFUND?

When an Event is cancelled, rescheduled or significantly relocated due to Intervening Circumstances, the Member is expected to treat Consumers fairly and consistent with the Ticket Terms and Conditions at the time of sale.

CANCELLED EVENTS

If an Event is cancelled due to Intervening Circumstances, possible remedies include:

- **Refund** – Either a full refund or a partial refund (e.g. less transaction/handling/booking fees or delivery charges) depending on the Ticket Terms and Conditions at the time of sale;
- **Exchange to a different Event** – A Ticket, valued at or above the price of the original Ticket, to a different Event. For example, an exchange to another Event presented as part of the Presenter's subscription season, or where an Event is presented annually, an exchange to the following year's Event; or
- **Credit note/voucher** – A credit note/voucher at or above the price paid for the Ticket.

In addition to offering you any of the above remedies, the Member may ask whether you are willing to forgo your refund/remedy and donate the price paid for the Ticket, and advise you who will receive the donation.

The Member should use reasonable endeavours to advise you, as soon as practicable, about the remedies available to you and the process for accepting a remedy. Usually, the Member will provide a cut-off date by which you should advise of your preferred remedy.

RESCHEDULED EVENTS

If an Event is rescheduled due to Intervening Circumstances, possible remedies include:

- **Exchange to the rescheduled Event** – The opportunity to attend the rescheduled Event.
- **Refund** – A refund if you cannot or do not wish to attend the rescheduled Event. A full or partial refund (e.g. less transaction/handling/booking fees or delivery charges) may be offered depending upon the Ticket Terms and Conditions at the time of sale. You will be asked to request a refund before the cut-off date.

In addition to offering you any of the above remedies, the Member may ask whether you are willing to forgo your refund/remedy and donate the price paid for the Ticket, and advise you who will receive the donation.

Postponed Events

Sometimes, due to Intervening Circumstances, it is necessary for the Member to announce the postponement of an Event without confirming a rescheduled Event date. This may be due to factors such as uncertainty around when the Intervening Circumstance will end, when usual activities can resume, and artist, performer and/or venue availability.

The Member will provide you with the opportunity to make an informed decision (i.e. informing you of the rescheduled Event date) before asking whether you are able to attend the rescheduled Event or require a refund. Accordingly, in the period between the date of announcing the Event postponement and the date of announcing the rescheduled Event, refunds may not be offered. However, if you have special circumstances that require you to ask for a refund before the rescheduled Event date is announced, you can ask the Member as refund requests during that period will be considered on a case by case basis.

Rescheduled Event information

The Member should use reasonable endeavours to advise you of the rescheduled Event date, as soon as practicable (preferably within 6 months of the original Event date).

When you are notified of the rescheduled Event date, you will also receive any other applicable information about the rescheduled Event and a clear explanation of your options including:

- what you need to do if you wish to attend the rescheduled Event; and
- what you need to do if you cannot or do not wish to attend the rescheduled Event (including the cut-off date for requesting a refund, the process for requesting a refund and the consequences of not requesting a refund by the cut-off date).

If you wish to attend the rescheduled Event – generally you won't need to do anything and if you do not request a refund by the cut-off date, it means you accept the new date of the rescheduled Event. However, some Members may ask you to confirm that you wish to attend the rescheduled Event. You will be advised whether your original Ticket remains valid for the new date or you will be issued with a new Ticket.

If you cannot or do not wish to attend the rescheduled Event – you should request a refund by the cut-off date. If you request a refund after the cut-off date, you will not be entitled to a refund (unless it is covered in the Ticket Terms and Conditions or is required by law) as it will be considered a change of mind (refer to section 14). However, the Member may provide a refund at their discretion.

SIGNIFICANTLY RELOCATED EVENTS

If an Event is relocated due to Intervening Circumstances, possible remedies include:

- **Exchange to the relocated Event** – The opportunity to attend the relocated Event.
- **Refund** – A refund if you cannot or do not wish to attend the relocated Event. A full refund or partial refund (e.g. less transaction/handling/booking fees or delivery charges) may be offered depending upon the Ticket Terms and Conditions at the time of sale. You will be asked to request a refund before the cut-off date.

In addition to offering you any of the above remedies, the Member may ask whether you are willing to forgo your refund/remedy and donate the price paid for the Ticket, and advise you who will receive the donation.

Relocated Event information

The Member should use reasonable endeavours to advise you of the new Event location, as soon as practicable.

When you are notified of the new Event location, you will also receive any other applicable information about the relocated Event and a clear explanation of your options including:

- what you need to do if you wish to attend the relocated Event; and
- what you need to do if you cannot or do not wish to attend the relocated Event (including the cut-off date for requesting a refund, the process for requesting a refund and the consequences of not requesting a refund by the cut-off date).

If you wish to attend the relocated Event – generally you won't need to do anything and if you do not request a refund by the cut-off date, it means you accept the new location of the relocated Event. However, some Members may ask you to confirm that you wish to attend the relocated Event. You will be advised whether your original Ticket remains valid for the new location or you will be issued with a new Ticket.

If you cannot or do not wish to attend the relocated Event – you should request a refund by the cut-off date. If you request a refund after the cut-off date, you will not be entitled to a refund (unless it is covered in the Ticket Terms and Conditions or is required by law) as it will be considered a change of mind (refer to section 14). However, the Member may provide a refund at their discretion.

16. 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 refuse to comply with reasonable directions of the Venue Manager or event organiser that are reasonably required to provide a safe event for workers and other patrons or to comply with relevant laws and government directions or orders;
- (f) 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;
- (g) 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;
- (h) 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;
- (i) 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;
- (j) where you otherwise breach the Terms and Conditions; or
- (k) 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.

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.

17. 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.

Intervening Circumstance

- An act, default or omission of (or a representation made by) a person other than the Member (or an agent or employee of the Member); or
- A cause outside of human control which occurs after the time when a Ticket is sold.

This may include an act of God, state of emergency (e.g. bushfires or floods), public health emergency (e.g. pandemics), travel warnings (e.g. travel restrictions or advice to not travel) and government directives (e.g. forced venue closures or mass gatherings restrictions).

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

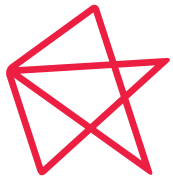
A person who is seeking to resell, or reselling, a Ticket. Includes a person selling a Ticket via a Resale Platform. Includes any person or organisation, not being an Authorised Seller or otherwise approved by an Authorised Seller, who or which resells or offers to resell a Ticket at a premium price (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.



**LIVE
PERFORMANCE
AUSTRALIA**

CONSUMER CODE

EIGHTH EDITION - EFFECTIVE 1 JANUARY 2021

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.

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.