

M ONE EIGHT PTY LTD (ABN 62 608 428 315) – THE ROSE GARDEN

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS WEBSITE AND/ OR PURCHASING YOUR TICKETS.

TERMS & CONDITIONS

Welcome to The Rose Garden <https://www.rosegardenadelaide.com.au/>

M One Eight Pty Ltd (ABN 62 608 428 315) (MOE) owns, operates and provides this Website and its related Tickets subject to the following terms and conditions of use of this Website.

These Terms and Conditions relate to both the sale of tickets and attendance at the Event. These Terms and Conditions apply to both the original purchaser and any subsequent ticketholders.

By accessing, browsing, or using this Website and/or using the Tickets you agree you have read, understood and agree to be bound by these Terms and Conditions and all applicable law and you acknowledge that this Website and/or the Tickets are available for your use only on the condition that you agree to be bound to these Terms and Conditions. You should read these Terms and Conditions and the MOE Privacy Policy carefully before using this Website and/or purchasing the Tickets.

MOE reserves the right to revise and update these Terms and Conditions by making any changes immediately without notifying you except by publishing the amended Terms and Conditions on MOE's Website. We may revise these terms from time to time. The revised terms will take effect when they are posted on the Website and your continued usage of this Website after any changes to these Terms and Conditions will mean you accept those changes.

In these Terms and Conditions:

- "MOE", "us", "we", and "our" means M One Eight Pty Ltd, its director/s, employees and agents, its subsidiaries, its holding companies or subsidiaries of such holding companies,
- "Website" means MOE's website <https://www.rosegardenadelaide.com.au/>
- "You", "you" and "your" refers to anyone who visits and/or uses this Website and/or purchases or uses the Tickets, and accepts these Terms and Conditions.
- "Website Materials" means all of the materials displayed on this website, including (without limitation) all information, text, graphics, names, logos, trademarks, design, software and advertisements.
- "Personal Property Securities Register" means the Personal Property Securities Register established by the *Personal Property Securities Act 2009* (Cth) and regulations made under it.
- "Tickets" means the Tickets available for sale by MOE for the Event and/or any other Tickets available for sale through the Website.
- "Terms and Conditions" means the terms and conditions set out in this document.
- "Event" means the "Rose Garden" event to be held on Tuesday 7 November 2017 in Victoria Square, Adelaide, South Australia.

PRIVACY

We have adopted a Privacy Policy that you should refer, to fully understand how we collect and use your information in accordance with the principles of the *Privacy Act 1988* (Cth) and the *Australian Privacy Principles*. You can access the MOE Privacy Policy at www.rosegardenadelaide.com.au

COPYRIGHT

Images of people, places and/or services posted on this Website are either the exclusive property of MOE or are used herein with the express permission of MOE. Unless otherwise noted, all content

included on this Website, including (but not limited to) images, illustrations, designs, icons, photographs, video clips, written material and other materials, is the property of MOE or its suppliers, partners, or affiliates and is protected by Australian and international copyright laws. The compilation of this Website is the exclusive property of MOE and is protected by Australian and international copyright laws. Any unauthorised use of any content or materials on this Website is strictly prohibited and may violate copyright and trademark laws and/or the laws of privacy, publicity, and/or communications regulations and statutes. Any use of the materials or content on this Website can be made only with the prior written and express authorisation of MOE. For further information on how you may obtain the authorisation to use any materials or content on this Website, please contact MOE by using the contact details provided in these Terms and Conditions. Please note that MOE reserves all of its rights in this regard.

TRADEMARKS

All trademarks, trade dress and service marks (whether registered or unregistered) and their respective designs and/or logos on this Website and used in relation to the Tickets or the Event are the exclusive trademarks and/or registered trademarks of MOE or otherwise licensed by the registered holders of the trademarks to MOE. The trademarks, trade dress and service marks of MOE may not be copied, imitated or used, in whole or in part, without prior written permission of MOE. All page headers, custom graphics, button icons, and scripts are trademarks and/or trade dress of MOE, and may not be copied, imitated, or used, in whole or in part, without the prior written permission of MOE. All other trademarks, registered trademarks, brand names and company names or logos used on this Website and/or for the Tickets are the property of their respective owners and have been licensed by MOE for the use of MOE only. You may not use any trademarks, trade dress, service marks or intellectual property of MOE or its related companies, nor may you place any Meta tags or any other "hidden text" utilising the name of MOE or its related companies, trademarks, or brand names without our clear express written consent.

LICENSE AND SITE ACCESS

We grant you a limited license to make personal use only of the Website for consideration and/or purchase of the Tickets. Such grant does not include, without limitation: (a) any resale or commercial use of this Website or any of the contents of this Website; (b) modification, adaptation, translation, reverse engineering, decompilation, disassembly or conversion into human readable form any of the contents of this Website not intended to be so read, including use of or directly viewing the underlying HTML or other code from this Website except as interpreted and displayed in a web browser; (c) copying, imitating, mirroring, reproducing, distributing, publishing, downloading, displaying, performing, posting or transmitting any of the contents of this Website (including any Company trademarks) in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording or otherwise; (d) the collection and use of any brand listings or descriptions; (e) making derivative uses of the Website and any of the contents of the Website; or (f) use of any data mining, bots, spiders, automated tools or similar data gathering and extraction methods, directly or indirectly, on the contents of the Website or to collect any information from the Website or any other user of the Website.

You understand that any such violation is unlawful in many jurisdictions and that contravention of law may result in criminal prosecution. Examples of violations include: accessing data unlawfully or without consent; attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures; attempting to interfere with service to any user, host or network, including without limitation, via means of overloading, "flooding", "mail bombing" or "crashing"; forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting.

HYPERLINKS

Linking to our Website is prohibited.

Links on our Website may direct you to third party websites, which are subject to their own terms and conditions. Your use of those websites is solely at your own risk and expense and MOE accepts absolutely no responsibility and makes no claims, representations or warranties with regards to the use, quality, content, nature or reliability of any third party websites.

YOUR ACCOUNT

If you use this Website and such use requires setting up an account and/or password(s), you are solely responsible for maintaining the confidentiality of your account and password(s) and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. We reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in our sole discretion. If you register on the Website, you agree that any information you provide to us will be current, accurate and complete. MOE will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by MOE or another party due to the unauthorised use of your account and/or password either with or without your knowledge. You agree to notify MOE immediately of any unauthorised use of your account and/or password(s), or other breach of security.

ELECTRONIC COMMUNICATIONS

From time to time MOE may offer a newsletter, or event, Ticket or service information updates. By accepting these Terms and Conditions, you consent to MOE using your email address to send you MOE newsletters or Ticket or service information updates (as applicable). MOE may also use your email address to send updates to you from time to time about MOE and/or the Event.

If requested by you, MOE will remove you from its mailing list in accordance with the MOE Privacy Policy.

CONDITIONS OF SALE

You agree that your use of the Tickets will only occur in accordance with these Terms and Conditions and in line with any written instructions provided by MOE for the Tickets.

Ownership of and title to the Ticket does not pass to you until the price payable for the Ticket, including all charges, has been paid in full by you and payment processed and confirmed by MOE.

These Conditions of Sale may change from time to time and you are required (within reason) to revisit these before placing any order to ensure that these Conditions of Sale have not changed.

MOE reserves the right to accept or reject your request for the Tickets for any reason, including, without limitation, an error in the Ticket description or the price posted on the Website for the Tickets, the availability of the Tickets or an error in any order for the Tickets. Your contract with MOE for any Website purchase of the Tickets will only come into existence when MOE forwards you an email containing confirmation of receipt of your order, an acceptance of your order, confirmation of receipt of your payment and details of delivery and/or an invoice.

MOE reserves its rights to register its interest in the Tickets on the Personal Property Securities Register.

REFUNDS, EXCHANGES AND REPLACEMENTS

MOE will only offer a refund or exchange of a ticket if the Event is cancelled, rescheduled or significantly relocated by MOE (and you cannot or do not wish to attend the rescheduled or relocated Event), or to the extent otherwise required by law (including the Australian Consumer Law).

You must apply for a refund within a reasonable time. MOE does not offer refunds or exchanges as a result of a change in your personal circumstances.

If the Event is cancelled, rescheduled or significantly relocated by MOE, all liability is limited to the amount for which the Ticket was purchased (including any fees or charges). Proof of purchase may be required for any refund or exchange. Unless required by law (including the Australian Consumer Law), MOE will not be liable for any losses incurred by you as a result of the cancellation, rescheduling or relocation of the Event, including any travel and accommodation expenses.

MOE will only replace lost, stolen, damaged or destroyed Tickets if the authenticity of the Ticket can be verified, including proof of purchase, and if you give reasonable notice before the Event (as determined by MOE). MOE may charge a reasonable fee for the replacement of Tickets. MOE may not replace Tickets where seating is unallocated (general admission tickets)

You should carefully consider the refund and cancellation policies of travel, accommodation and other goods or service providers when making arrangements for attendance at the Event. You may also wish to consider taking out a relevant insurance policy to cover for any losses in the event of cancellation, rescheduling or relocation.

VARIATIONS TO PERFORMANCES OR EVENTS

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

CONDITIONS OF ENTRY

You may be denied entry into, or removed from, the Event where MOE has reasonable grounds to do so, including if you breach these Terms and Conditions, or you are intoxicated, under the influence of illicit drugs, inappropriately attired or adversely affecting the enjoyment of the Event by others.

If you arrive late, you may not be admitted until a suitable break in the Event.

You may not be permitted to take into the Event, or use, cameras or other photographic or recording equipment (including mobile phones).

You may be required to submit a search of your person and/or possessions before entering the Event.

AUTHENTICITY AND VALIDITY OF TICKETS

Entry into the Event may be refused if the authenticity or validity of a Ticket is questionable, including because the Ticket has been damaged or defaced in any way, or has not been purchased from MOE or other authorised points of sale.

RESALE OF TICKETS & SCALPING

Tickets may not, without the prior written consent of MOE, be resold or offered for resale at a premium (including via on-line auction or other unauthorised resale sites) or used for advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services. If a Ticket is sold or used in breach of this condition, the Ticket may be cancelled without a refund and the ticketholder of the Ticket may be refused admission. MOE will use reasonable efforts to notify you of such action.

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

COLLECTION AND DELIVERY OF TICKETS

You must allow adequate time for collection or delivery of Tickets. Methods of collection and/or delivery will be available when choosing your collection/delivery details. In the interests of minimising Ticket scalping, MOE may change your delivery method to "venue collect" at its discretion.

LIMITATIONS ON NUMBER OF TICKETS PURCHASED

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

SYSTEM ERRORS

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

CUSTOMER ERRORS

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

For information regarding ticketing of live entertainment and sporting events, or to obtain a copy of the Code of Practice for Event Ticketing contact MOE or refer to www.liveperformance.com.au

PAYMENT

MOE will provide you with a tax receipt for any purchase of the Tickets from the Website (invoice).

Acceptable payment methods for any purchase of the Tickets include all major credit cards and/or electronic bank transfer unless otherwise agreed with MOE. Payment will be made in full on completion and processing of the sale of the Tickets by MOE.

Tickets purchased will not be delivered until such time as full and complete payment for the Tickets has been received by MOE.

In the event of a default by you on the purchase of any Ticket, MOE reserves its right to terminate the proposed sale of the Tickets to you and suspend and cancel the delivery of the Tickets to you.

GST

Unless otherwise expressly stated, the price and any other sums payable for any Ticket is inclusive of GST.

Given GST is payable by you for any Tickets purchased from MOE under these Terms and Conditions, you agree to pay to MOE an additional amount that is equal to the amount payable by MOE for the relevant supply multiplied by the prevailing GST rate. This additional amount is payable at the same as the purchase price for the relevant supply to which the additional amount rates.

In the event of a taxable supply, MOE will ensure any such supply is provided for in any Invoice provided to you.

CREDIT CARD AUTHORISATION

By providing us with your credit card details, you acknowledge and accept that you will be charged by MOE for the purchase of any Tickets you have selected. The charge will appear on your credit card statement as "M One Eight" or "The Rose Garden". If you believe that you were incorrectly charged, please contact us immediately. Please note that we will only store and hold your credit card details in accordance with our Privacy Policy. If we cannot charge your credit card, you will receive notification from us and you will need to contact us to resolve the issue. We will not attempt to recharge your credit card until the issue has been resolved.

The first charge will occur when you place your first order. If the charging falls due on a non-business day, it will be charged from your credit card account, however your order will not be dispatched until the next business day.

TERMINATION

Notwithstanding any of these Terms and Conditions, we reserve the right, without notice or attendant liability, and in our sole discretion, to terminate your license to use this Website, and to block or prevent future access to and use of this website for any reason or no reason. Upon termination, these Terms and Conditions will still apply.

MATTER YOU MAY SUBMIT TO THE COMPANY

From time to time MOE may make available on this Website bulletin boards, chat rooms, comment areas, billboards, forums, news groups, postings sections or similar communications facilities. In such instances, MOE welcomes your comments regarding our services and Tickets, including our Website. However, any notes, messages, billboard postings, ideas, suggestions, or other material which you submit to MOE must not harass, slander, malign, libel, defame, threaten, or otherwise violate any rights of any third-parties and must not include any profanity, obscene, indecent, pornographic, defamatory, offensive or unlawful material.

Any and all notes, messages, billboard postings, ideas, suggestions, or other material which you submit to MOE will become, upon your submission, the sole and exclusive property of MOE. MOE shall be and is entitled to use any kind and nature of material which you submit for any type of use in perpetuity, and including in any and all media whether now known or hereafter devised. By submitting material to this Website, you are agreeing and you do agree that MOE has the right to use such material in any way, including as outlined above and for promotional and advertising purposes, without compensation of any kind to you. If you choose to send material to us, you are forever assigning all rights in such original creative materials to MOE. By submitting any materials of any kind to MOE, you represent and warrant that you hold all necessary rights, titles and licenses to such materials and that your submission of such materials to MOE does not and will not violate or infringe the rights of any third-parties.

MOE has no obligation to monitor the bulletin board services, chat rooms, postings sections, news groups, forums, communities and/or other message or communication facilities. However, MOE reserves the right at all times and in its sole and absolute discretion, to disclose any information deemed by MOE necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part.

You acknowledge that communications to or with bulletin board services, chat areas, news groups, forums, communities and/or other message or communication facilities are not private communications, therefore others may read your communications without your knowledge. You should always use caution when providing any personal information about yourself or your children.

MOE does not control or endorse the content, messages or information found in any bulletin board services, chat areas, news groups, forums, communities and/or other message or communication facilities and, specifically disclaims any liability with regard to same and any actions resulting from your participation. To the extent that there are moderators, forum managers or hosts, none are authorised company spokespersons, and their views do not necessarily reflect those of MOE.

Any communication or material you transmit to the Website by electronic mail or otherwise, including any data, questions, comments, suggestions, or the like is, and will be treated as, non-confidential and non-proprietary, except where otherwise stated in the MOE Privacy Policy. Anything you transmit or post may be used by MOE or its affiliates for any purpose, including, but not limited to, reproduction, disclosure, transmission, publication, broadcast and posting. Furthermore, MOE is free to use any ideas, concepts, know-how, or techniques contained in any communication you send to the Website for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing services using such information.

CHILDREN

This Website and/or the Tickets are designed for and intended for use by adults. If you are under 18, you may not use this Website and/or purchase any Tickets and/or attend the Event. Any purchase of the Tickets is only available for sale to individuals who can make legally binding contracts. By placing any order for the Tickets you are verifying to MOE that you are able to make a legally binding contract and over 18 years old.

WARRANTIES

This Website is provided "as is" and MOE excludes all warranties of any kind to the fullest extent permissible by law. MOE does not guarantee the accuracy or completeness of the Website or any information or Website content or that it is free of defects or viruses and we accept no responsibility for viruses and defects.

It may be necessary to interrupt the services provided on MOE's Website in order to upgrade or maintain them, or for other circumstances beyond MOE's control. Should MOE need to interrupt the availability of Tickets on this Website, MOE will use its reasonable endeavours to minimise any interruption to the services.

Except to the extent that liability may not lawfully be excluded, MOE will not be under any liability to you (or any of your relates parties, officers, agents or employees) for:

- any loss of profit or anticipated profit, loss of data, loss of use, damage to goodwill or loss due to delay, or any direct or indirect loss or damage (including, without limitation, consequential loss or damage) however caused (including, without limitation, due to breach of contract, negligence or breach of statute) which may be suffered or incurred by you or which may arise from or in connection with your use of this Website, your attendance at the Event or your use of or reliance upon any of the information, Tickets or materials contained in the Website and/or the Tickets or provided by the Website to you; or
- any cost, loss, liability or expense arising from death, personal injury or property damage resulting directly or indirectly from your use of the Website and/or the Tickets and/or your attendance at the Event;
- your failure to select the appropriate or correct Tickets; or
- any failure by MOE to exercise or enforce any one or more of its rights under these Terms and Conditions, which will not constitute a waiver of such rights unless such waiver is granted to you in writing.

Further, where the law implies a warranty into these Terms and Conditions or in relation to the Tickets, which may not be lawfully excluded, MOE's liability for breach of such a warranty shall be limited at its option in the case of the Tickets to either supplying the Tickets again or for an amount equal to having the Tickets supplied again.

You agree that this Website is provided free of charge. MOE shall not be liable to you or any person for any loss or damage of any kind which may arise from the use of this Website. MOE may from time to time, publish links to other third party websites on this Website. Contents, hyperlinks or information held on other sites is not the responsibility of MOE. MOE shall not be held liable for any information held on websites which may have links to or from this Website and which are not maintained and controlled by MOE. MOE does not endorse any material on those websites and does not provide any warranty, or assume any responsibility regarding the quality, accuracy, source, merchantability, fitness for purpose or any other aspect of material on those websites, nor does MOE warrant that material on other websites does not infringe the intellectual property rights of any other person.

<https://www.rosegardenadelaide.com.au/> is intended for use within Australia only unless otherwise specified. MOE makes no representation that any Ticket or service referred to on this Website is appropriate for use, or available, outside of Australia. Those who choose to access this site outside of Australia are responsible for compliance with local laws to the extent that local laws are applicable.

By using this Website and/or the Tickets, you consent to the Terms and Conditions and disclaimers, as defined by MOE. MOE reserves the right to change these conditions from time to time without giving you prior notice.

MOE's aggregate liability to you for any other losses resulting from use of this Website and/or Tickets is limited to the nominal amount of \$1AUD.

Your use of any materials or information provided on this Website and/or the Tickets and/or your attendance at the Event is entirely at your own risk. We assume no duty of care to you with respect to this Website and/or the use of the Tickets.

The provision of the Tickets is subject to those mandatory warranties required by law.

The provision of information by you is strictly and solely your responsibility and will be relied upon by MOE in relation to the Tickets.

Time estimates for provision of the Tickets are strictly estimates, not a contractual term. MOE will use reasonable endeavors to meet such time frames but it is not obliged to comply with them.

DISCLAIMER

All information provided on the MOE website is for promotional purposes only. The information provided is not provided as personal advice, nor is the information specific to your own personal situation. If you use the Tickets or attend the Event you agree that you do so at your own risk, are voluntarily participating in these activities, assume all risk of injury to yourself, and agree to release and discharge us, our agents, directors and any third party associated with MOE from any and all claims or causes of action, known or unknown from any claim whatsoever including (but not limited to) death, injury and/or property damage.

INDEMNITY

You (and your related parties) agree to defend, indemnify and hold harmless MOE, our officers, related entities, directors, employees, agents, subcontractors, licensors, and suppliers, from and against all claims, actions, demands, liabilities and settlements, arising in connection with your use of the Website, the Tickets and/or the Event or your breach of any of these Terms and Conditions.

APPLICABLE LAW

By accessing, browsing or using this Website, you agree that the laws of Australia, without regard to principles of conflict of laws, will govern these Terms and Conditions and any dispute of any sort that

might arise between you and MOE or its related companies. Regardless of where you access this Website, you agree that any action at law or in equity arising out of or relating to these Terms and Conditions shall be filed and adjudicated only in the federal or state courts located in Australia, and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction and venue of such courts over any suit, action or proceeding between you and MOE or any of its related companies.

ENTIRE AGREEMENT

These Terms and Conditions constitute the entire agreement between you and MOE with respect to this Website and the Tickets and/or the Event and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written with respect to this Website. A printed version of these Terms and Conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Any rights not expressly granted herein are reserved. The rights provided in these Terms and Conditions are cumulative and not exclusive of any other rights available in any other instrument or at law. These Terms and Conditions are in addition to and are not prejudiced by or merged in any right a party now has or may have. If any of these Terms and Conditions are illegal, void or unenforceable, they will be ineffective to the extent of the illegality, voidability or unenforceability, but without invalidating the remaining Terms and Conditions. Failure to exercise or delay in exercising, any right, power or remedy does not impair or operate as a waiver of any right, power or remedy. No single or partial exercise of any right, power or remedy precludes its further exercise or the exercise of any other rights, powers or remedies. Any waiver is effective only to the extent that it is in writing.

VARIATION

These Terms and Conditions can only be amended or varied by MOE at its own discretion and may not be amended or varied in any other manner.

ASSIGNMENT

MOE may assign or transfer its rights or obligations under these Terms and Conditions at its own discretion.

You are unable to assign any of your rights in any purchase of the Tickets without the prior written permission of MOE.

SEVERANCE

If any part of these Terms and Conditions is prohibited, invalid, unenforceable in any jurisdiction, that provision will, as to that jurisdiction, be ineffective to the extent of the prohibition, invalidity or unenforceability without invalidating the remaining provisions of these Terms and Conditions or effecting the validity or enforceability of that provision in any other jurisdiction.

CONTACT US

If you have any questions or suggestions regarding these Terms and Conditions, please contact us at:

Name: M One Eight Pty Ltd

Place of Registration: Australia

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Phone: 0409 096 457

Email: hello@moneeight.com.au
