

Terms & Conditions

Ticketing and Voting (to consumer)

INTRODUCTION

This website ("**Site**") is owned and operated by Xctuality Pte Ltd ("**Xctuality**").

Throughout these Terms and Conditions ("**Terms**"), the terms "Xctuality", "we", "us" and "our" refer to Xctuality and its associated entities and "you" refers to the individual accessing the Site.

These Terms govern the relationship between you and Xctuality.

There may be additional terms and conditions imposed by an event organiser or venue operator in respect of an event for which you purchase tickets. It is your responsibility to review these terms prior to the purchase of tickets.

Please read these Terms carefully. By visiting the Site and purchasing tickets and/or registrations you are agreeing to be bound by these, and by the Xctuality Personal Data Policy. You must not use or access the Site or deal with the tickets you purchase in violation of these Terms. If you choose not to be bound by the Terms then you must not use the Site or purchase tickets from the Site.

Xctuality may vary these Terms at any time and will post the variations on this Site. By continuing to use the Site after the varied terms are posted, you agree to be bound by the variation.

1. WHO WE ARE AND WHAT WE DO

- 1.1. Xctuality facilitates the sale of tickets and membership registrations by Ticket Sellers by allowing Ticket Sellers to create an event page on the Site from which tickets or registrations can be purchased by you ("**event page**"), and giving Ticket Sellers access to a secure payment gateway. As such, except as specified in these Terms, we are not liable for any dispute over an event or a ticket purchase.
- 1.2. Details of the event organiser can be found on each event page. Each ticket is issued subject to the terms and conditions of the event organiser and/or the venue at which the event is held.
- 1.3. We have no control over the content of events and ticket prices, but manage the Site; all matters relating to the hosting and streaming of the "live" event on our platform; and also handle postage and handling fees or ticket delivery methods.

2. PURCHASING TICKETS OR REGISTRATIONS

- 2.1. When you make a purchase from the Site you acknowledge and agree that:

- (a) All information you provide is true, accurate, and complete and will be maintained and kept up to date;
 - (b) It is your sole responsibility to maintain the confidentiality of any password you create for accessing content on the Site or in the course of purchasing tickets or votes;
 - (c) The Ticket Seller may have a restriction on the total number of tickets it will sell to you. The reselling of tickets is strictly prohibited. Tickets found to be resold may be cancelled without a refund and the bearer refused entry.
- 2.2. We reserve the right to cancel any ticket and refund the amount paid in full where there has been an error in ticket pricing, whether due to human error or a transactional malfunction of the Site, and offer to rectify such an error by re-processing the transaction with the correct ticket pricing.
- 2.3. The event organiser has the right to add or vary the advertised program, seating arrangements and audience capacity and deny admission with reasonable cause including due to intoxication, unsociable behaviour, failing to observe lawful directions, possession of invalid or insufficient tickets or ID or health and safety precautions.
- 2.4. You are responsible for having your tickets, as purchased through Xctuality, available at the event. No refunds or exchanges are provided for lost or stolen tickets or for a failure on your part to present at the event. It is your responsibility to provide correct e-ticket information (email address) to allow adequate time for the delivery of tickets.

3. PAYMENT

- 3.1. All credit card purchases are processed through our secure online payment system. The event organiser determines how you may pay for tickets and registrations.
- 3.2. Tickets purchased on the Site are subject to a non-refundable per order service fee which will be included in the ticket price.
- 3.3. Unless stated to be otherwise, charges referred to for any tickets or registrations supplied via the Site are stated inclusive of GST (where applicable). A tax invoice will be provided to you upon completing your purchase of tickets.
- 3.4. All prices are stated in Singapore dollars.

4. CANCELLED, VARIED OR POSTPONED EVENTS

- 4.1. Subject to this Agreement, the event organiser is responsible and liable for providing any refund or comparable ticket where an event is cancelled, varied or postponed due to the fault of the event organiser; and we take responsibility for any cancellation; variation; or postponement arising from our negligence in managing any part of the Xctuality platform. You should check the terms of sale of the Ticket Seller with respect to its policy on cancelled, varied or postponed events.

- 4.2. So that the event organiser can contact you with information relating to your tickets or the event, we may be required to pass on your contact information. We do not authorise the event organiser to send you any unsolicited emails, mail or “spam”.
- 4.3. We will use reasonable endeavours to notify ticket holders of a cancellation, variation or postponement; however, the responsibility to ascertain whether an event has been cancelled, varied or postponed is yours. We do not guarantee that the ticket holders will be informed of a cancellation, variation or postponement before the date of the event.

5. EXCHANGES AND REFUNDS

- 5.1. All ticket sales are final. For clarification, you are not entitled to a refund if:
 - (a) You are not satisfied with the event;
 - (b) You are no longer able to attend the event (but you can give your ticket to someone else to use);
 - (c) You arrive late or are refused entry; or
 - (d) There is a change in performers or artistes featured.
- 5.2. If your ticket is lost, stolen or damaged (including if it is lost in the mail), we are not required to replace it unless we can identify the seat corresponding to the ticket, or in the case of a general admission ticket can identify and cancel the relevant ticket. We may charge a reasonable administration fee in these circumstances.

6. UNAUTHORISED USE

The following are examples of unauthorised use of the Site and therefore such actions constitute a breach of these Terms. You agree that you will not:

- 6.1. facilitate illegal ticket sales or use the Site to resell tickets of any kind, including by way of unauthorised framing or links to other sites for the purpose of reselling;
- 6.2. interfere with the proper working of the Site or take any action that imposes an unreasonably large burden on the Site;
- 6.3. request more than 1,000 pages of the Site in any twenty-four hour period or make any other request to transactional servers more than once during any three second interval (this applies equally to a group of individuals acting in concert); or
- 6.4. hack into the Site or utilise automated means to process or place ticket orders including the use of robots, spiders or other devices to process ticket sales.

7. PERMITTED USE OF THE SITE

- 7.1. You may use the Site for your personal use only. You may make a temporary copy of all or part of the Site on your local computer for the sole purpose of viewing it. You may also retain a single permanent copy of a part of the Site for your personal use (including to purchase tickets). You may not otherwise in any form copy, reproduce, modify, create derivative works, publish or distribute the material on the Site without the prior written consent of Xctuality or as permitted by applicable copyright laws.
- 7.2. All content, images, software and designs on the Site ("**Content**") are owned by us or used under licence or with consent, including from event organisers. The Content is protected by copyright under the laws of Australia and other countries through international treaties. You must not remove any proprietary notice or credits contained on the Site.
- 7.3. The Site contains trade marks, logos and trade names of Xctuality, which may be registered or otherwise protected by law. You must not use any trade marks, logos or trade names which are used on the Site. Nothing contained on this Site should be construed as granting any licence or right to use any trade mark displayed on the Site.
- 7.4. We reserve all of our rights to enforce our intellectual property rights to the fullest extent of the law.

8. BREACHES OF TERMS

If you breach these Terms or we believe you are or were acting in concert with any person who has done so, we may without prior notice:

- 8.1. block or limit your access to the Site;
- 8.2. cancel any tickets, registrations or ticket orders you have placed via the Site without refund;
- 8.3. take legal action against you; and/or
- 8.4. prohibit you from future ticket or registration purchases;

9. DISCLAIMER AND LIMITATION OF LIABILITY

- 9.1. You use the Site at your own risk.
- 9.2. We do not guarantee, represent or warrant that the Site will be free of defects or bugs, or that your access will be uninterrupted, timely or error-free. Your access to the Site may be suspended without notice in the case of system failure, maintenance or repair or any reason beyond our control.
- 9.3. We reserve the right to change or discontinue any feature or service on the Site at any time.
- 9.4. To the extent permitted by law, we exclude all conditions and warranties relating to your use of the Site that are not set out in these Terms.

- 9.5. In relation to any express warranty or condition set out in these Terms in connection with goods or services supplied or offered by us via the Site, our liability to you will be limited to the amount(s) paid by you (if any) in respect of those goods or services.
- 9.6. Xctuality disclaims any and all liability for the acts, omissions and conduct of any event organisers, third party users, promoters, advertisers and/or sponsors on the Site or otherwise related to your use of the Site. We are 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 Site.

10. Indemnity

You agree to fully indemnify and hold us harmless against any expenses, costs, loss (including consequential loss) or damage that we may suffer or incur as a result of or in connection with your use of, or access to or conduct in connection with the Site, including any breach by you of these Terms.

11. General Provisions

- 11.1. The Terms shall in all respects be governed by the laws of Singapore. You consent to the exclusive jurisdiction of the courts in Singapore to determine any matter or dispute which arises under the Terms.
- 11.2. If any provision of the Terms is deemed invalid or unenforceable, all or part of that provision will be severed from the Terms and will not affect the enforceability of the remaining provisions of the Terms.
- 11.3. No waiver of any term of the Terms shall be deemed a further or continuing waiver of such term or any other term. Any failure to assert any right under the Terms shall not constitute a waiver of such right.