

REGISTER NOW

TERMS AND CONDITIONS OF PAYMENT

Welcome to "**Register Now**", a payment service owned and operated by **REGISTER NOW PTY LTD** - Australian Company Number 120 251 489 ("**Register Now**").

Register Now provides third parties, including but not limited to, venue operators, event managers, promoters, sporting organisations, bands, clubs and charities ("**Seller(s)**") with a Service which allows you, the customer, to make payments ("**Payments**") for tickets or other right of entry to events, goods (including merchandise), services, registration fees, membership fees, donations or other goods and services offered for sale by the Seller ("**Products**").

Register Now will permit you to place orders and make Payments for Products in accordance with the terms and conditions set out below and as amended from time to time ("**this Agreement**"). This Agreement forms a binding legal agreement between you and Register Now and is separate to any agreement between you and the Seller. You should read the terms and conditions of this Agreement carefully.

Without limiting the way in which you may be bound by this Agreement, by signing a document agreeing to be bound by this Agreement, by clicking a button on your computer screen indicating your acceptance of this Agreement, or by proceeding with the purchase of a Product, you will be deemed to have accepted and will be bound by the terms and conditions of this Agreement.

This Agreement applies to you in your capacity as purchaser of Products and Services. It does not apply to you if you use Register Now in the capacity as a Seller. Sellers will be bound by a separate agreement with Register Now, a copy of which may be found here http://www.registernow.com.au/downloads/Register_Now_Services_Agreement.pdf ("**Services Agreement**").

THE SERVICES

Register Now will provide you with the following services ("**Services**"):

- (a) A payment facility to enable you to make the Payments for the purchase of Products. Note that the Payments will appear on your credit card statement as "Register Now". No reference to the Seller will be made.
- (b) The provision of a receipt in respect of the Payments you have made.
- (c) Where the Payments relate to the purchase of a ticket or other right of entry for an event ("**Ticket**"), Register Now will supply and deliver the Ticket to you or alternatively advise the Seller of your purchase of the right of entry to the event. If a Ticket is to be supplied, then the Ticket will be delivered in an electronic format nominated by you at the time of purchase which will be either to print the Ticket as displayed on your screen, send you an email containing the Ticket as an attachment, send your Ticket to you as an SMS to your mobile phone or, via an application on your phone developed by Register Now.
- (d) In respect of certain events, you may select particular seating for that event.

- (e) Certain Products which you purchase may (at the Seller's discretion) be supplied to you by the Seller for no charge. In this case Register Now will advise the Seller of your purchase but will not place any charge on your credit card.

Register Now will not be responsible for the supply or delivery of any of the Seller's Products including any failure to supply or deliver. The Seller or its representatives are responsible for supplying and delivering the Seller's Products to you.

Subject to the terms of this Agreement, the provision of the Services constitute Register Now's only obligation to you.

Register Now may refuse to process the sale of any of the Seller's Products and may refuse to process any Payments made by you at any time in its sole and absolute discretion including, without limitation, where you use the Services in an illegal, fraudulent, offensive or unethical manner or make any use of the Services in a manner which in Register Now's sole opinion is likely to bring Register Now into disrepute or to impact the use of the Services by Register Now's other customers.

CONDITIONS WHICH APPLY TO THE PROCESSING OF PAYMENTS

The following conditions apply to the processing of Payments for the sale of Products:

- (a) Payments must be paid by credit card or other alternative payment methods offered by Register Now from time to time. Payments will not be processed unless you correctly provide all information requested by Register Now at the time of making the Payments.
- (b) Payments may include certain fees and charges which Register Now imposes from time to time including, without limitation, any booking fees or handling charges.
- (c) GST and other taxes may be included in the amounts payable for the Products. Unless otherwise stated at the time of payment, the price of the Seller's Products will be inclusive of GST and other applicable taxes.
- (d) There is no refund or exchange on any of the Seller's Products except as required by law and as otherwise specified by the Seller. If a refund is made, Register Now may, to the extent permitted by law, retain any booking fees, processing fees or other fees and charges which Register Now has charged you.

The following additional conditions apply in respect of the sale of Tickets for events:

- (a) You acknowledge that the Seller may add, withdraw, reschedule or substitute artists, acts, entertainment, and/or vary advertised programs, prices, venues, seating arrangements and audience capacity.
- (b) Register Now may charge a fee for the replacement of Tickets which are lost or stolen. Register Now will be under no obligation to replace general admission Tickets (which are Tickets where seating is not allocated).
- (c) The right of admission to any event is reserved and is subject to the Seller and the respective venue's terms of admission, copies of which may be obtained

from the Seller. Late arrival may result in admission to the event being refused.

- (d) If a concession Ticket is purchased, you may be required to provide valid identification to substitute any concession at the time of collection of the Tickets or entry to the relevant venue.
- (e) The Seller or venue owner may ban cameras, audio and visual recording equipment from entry into a venue where the event is held.
- (f) Events may be broadcasted on television, radio or over the internet. As a result of your attendance at the event, you may appear in these broadcasts with or without your knowledge or consent.
- (g) It may be a condition of entry to individual events that a search of person and/or their possessions will be required at the time of the entry to the relevant venue.
- (h) In respect of certain events (including, without limitation, fun runs, triathlons and other sporting events) the Seller (or other event holder) may make your name and certain contact details publicly available to other attendees and members of the public. You hereby consent to such disclosure of your personal information by the Seller or other event holder.
- (i) Entry may be refused to an event if Tickets are damaged or defaced in any way or are not purchased from Register Now or other authorised points of sale or if you cannot produce appropriate identification at the time of entry.
- (j) You must not, without the prior written consent of Register Now or the Seller, resell or offer for sale any Tickets you have purchased at a premium to their purchase price. You cannot resell the Tickets on an online auction site. If a Ticket is sold or used in breach of this condition, the Ticket may be cancelled without a refund and the holder of the Ticket may be refused admission to the event.
- (k) You acknowledge that the resale of Tickets in certain circumstances may breach certain laws (including, without limitation, laws related to scalping).
- (l) When purchasing your Tickets you must allow sufficient time for their collection and/or delivery prior to the event.

CREATING AN ACCOUNT WITH REGISTER NOW

At the time you purchase a Product, Register Now will offer you the ability to create an end user account with us (but only if you do not have an existing account) (“**Account**”).

By creating an Account, Register Now will be able to remember your details each time that you purchase Products from, or make Payments through, Register Now (note not all details may be remembered and Register Now may at its discretion ask for information to be re-entered). Register Now will also be able to automatically provide those details to third parties from whom you purchase Products. For information on how Register Now holds, uses and discloses your personal information, please see our privacy policy at <http://www.registernow.com.au/Privacy.aspx>.

If you agree to create an Account with Register Now then you agree:

- (a) and consent to the manner in which Register Now may use, maintain, hold and disclose your personal information which you have provided to Register Now (through your Account or otherwise);
- (b) that the Account will be created using Register Now's online sign up process, or any other method specified by Register Now from time to time;
- (c) to keep confidential and secure any username or password used to access the Account;
- (d) that you warrant that all information provided by you to Register Now in the setup of the Account is true and correct in every detail; and
- (e) that you will only use the Account for the purposes of using the Services and purchasing Products, and for no other purpose.

You acknowledge and agree that a breach of this Agreement may result in Register Now disabling or deleting your Account at any time in its sole and absolute discretion.

DONATIONS

The Products which you may purchase may involve the making of a donation to the Seller, or alternatively to a charity. You may only make donations to charities promoted by Register Now on its website, and then to one or more of those charities nominated by the Seller. The terms of this "Donations" section specifically applies to payments to charities.

The donation which you make will be collected by Register Now on behalf of the relevant charity. The donation is a donation to a charity, and is not a purchase of goods and services from Register Now. As such, you cannot obtain a refund for any donation once it is made, even if Register Now (in accordance with this Agreement or as required by law) provides a refund to you of amounts paid to Register Now in respect of other Products. If you wish to receive a refund of your donation, you will need to contact the relevant charity.

Register Now charges charities a percentage of funds raised. The funds which Register Now collects on behalf of a charity are first deposited into a bank account controlled by Register Now. Register Now has separate agreements with each charity in relation to the timing of payments from Register Now to the charity, and the commission charged by Register Now.

Register Now will, on behalf of the relevant charity, provide a receipt to you evidencing your donation upon receipt of payment.

In certain circumstances, Register Now may not be able to pay the relevant donation to the charity selected by you. Where this occurs, Register Now will contact you and offer you the ability to make a donation to a different charity who Register Now collects for, or alternatively offer you a refund of your donation.

LIABILITY AND DISCLAIMER

Payments for Products are managed by Register Now on behalf of the Seller. Any legal agreement or contract in relation to the supply by the Seller of any Products ("**Supply Agreement**") is between you and the Seller. Register Now's only obligation to you is the provision of the Services in accordance with this Agreement.

In particular, you agree that Register Now will not be liable or responsible to you for any act, omission or negligence in connection with your use or enjoyment of the Seller's Products nor

for any act, omission or negligence of the Seller in any way whatsoever including, without limitation:

- (a) any failure of the Seller to honour any representations, warranties, undertakings or fulfil their other obligations in respect of any of the Seller's Products;
- (b) any failure of the Seller to comply with the terms of the Supply Agreement; and/or
- (c) any failure of the Seller to fulfil any other obligation to you, including, without limitation, any obligation arising under any law, data protection laws and/or regulation, including the General Data Protection Regulation (as applicable).

You acknowledge that Register Now has made no warranties that the Services will be error free.

You agree that Register Now will not be liable or responsible for any failure in, or delay to, the provision of the Services, Products, or in Register Now complying with its obligations under this Agreement where such failure or delay has arisen as a direct or indirect result of:

- (a) fire, earthquake, storm, flood, hurricane, inclement weather or other act of God, war, terrorism, explosion, sabotage, industrial accident or an industrial strike;
- (b) denial of service attacks, telecommunications failure, hardware failure or the failure of software provided by a third party to function in accordance with its specifications;
- (c) a significant demand being placed on Register Now's services which is above the usual level of demand and which results in a failure of Register Now's software and hardware to function correctly;
- (d) the failure of any third party (including without limitation, any bank or other financial organisation) to fulfil any obligations to Register Now; or
- (e) any other circumstances or event similar to the above which are beyond the reasonable control of Register Now.

You acknowledge that Register Now has not made and will not make any express or implied warranties in relation to the Services or any other goods or services provided by Register Now under this Agreement, other than those warranties contained in this Agreement. Subject to the following, any term that would be implied into this Agreement, including without limitation any condition or warranty, is hereby excluded.

Subject to your rights arising under the *Competition and Consumer Act 2010* (Cth) or other similar consumer legislation, you agree that Register Now will not be liable in respect of any claim by you (whether contractual, tortious, statutory or otherwise) for any direct, special, incidental, indirect or consequential damages or injury including, but not limited to, any loss of profits, contracts, revenue or data arising out of or in connection with the provision of the Services or the provision of any other goods or services under this Agreement and whether as a result of any breach or default by Register Now. The maximum liability of Register Now under this Agreement for any and all breaches of this Agreement, and any negligence in relation to this Agreement, will not exceed the total Payments made by you.

If the *Competition and Consumer Act 2010 (Cth)* (or analogous legislation) applies to this Agreement and permits the limitation of liability for breach of warranty implied by statute, the liability of Register Now is limited, at the option of Register Now, to:

- (a) in the case of goods, any one or more of the following:
 - (i) the replacement of the goods or the supply of equivalent goods;
 - (ii) the repair of the goods;
 - (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - (iv) the payment of the cost of having the goods repaired; and

- (b) in the case of services:
 - (i) the supplying of the services again; or
 - (ii) the payment of the cost of having the services supplied again.

Any of the terms and conditions of this Agreement which limit or exclude any term, condition or warranty, express or implied, or the liability of Register Now will apply to the extent permitted by law and will not be construed as excluding, qualifying or limiting your statutory rights or remedies arising by virtue of the breach of any implied term of this Agreement where such exclusion, qualification or limitation would be prohibited by statute.

DISPUTES, QUESTIONS, CONCERNS

If you have any concerns or issues relating to your use of the Services please contact us at info@registernow.com.au or in Australia on 1800 734 669. If you have any concerns or issues relating to the supply of the Seller's Products please contact the Seller directly.

This Agreement is governed by the laws of the State of Victoria, Australia. You agree that you submit to the exclusive jurisdiction of the courts of the State of Victoria, Australia in respect of any dispute arising under this Agreement.