



# PREFERRED SEATING

## TERMS & CONDITIONS

Preferred Seating does not provide the information or services relating to entertainment or events displayed on this web site. All such information and services are provided by Pinpoint Pty Ltd ACN 002 693 656 ("Pinpoint", "We" and "Us"). The following terms and conditions represent the agreement between the purchaser of tickets via this web site ("You" and "Your") and Pinpoint.

1. Tickets to events acquired via this website ("Events") are issued by third parties ("Promoters") promoting and/or providing venues for those Events. Tickets are usually sold by a Ticketing Agency (an "Agent"). The terms and conditions regulating the rights and obligations of the Promoter, the Agent and holder of tickets are generally available from:
  1. The ticket; and/or
  2. Information published by the Promoter or its Agent.
2. In most cases, the Promoter and/or the Agent will be a member of the Australian Entertainment Industry Association, trading as Live Performance Australia. Members of this Association using that membership as an endorsement are bound by the Association's Code of Practice for Event Ticketing reproduced below and published at:  
[http://liveperformance.com.au/sites/liveperformance.com.au/files/resources/live\\_performance\\_australia\\_ticketing\\_code\\_of\\_practice\\_-\\_industry\\_version\\_-\\_1\\_february\\_2012.pdf](http://liveperformance.com.au/sites/liveperformance.com.au/files/resources/live_performance_australia_ticketing_code_of_practice_-_industry_version_-_1_february_2012.pdf)  
The Live Performance Code forms part of these terms and conditions.
3. Waitlist registration will expire 12 months from the date of registration. You may renew Your registration at any time. In very few instances where demand for tickets exceeds supply we may not be able to satisfy all requests. Therefore it is important that you register early, re-register and update your contact information every 12 months. If tickets become available we will endeavour to contact you to make a booking should you wish to proceed.
4. All bookings will be charged to Your nominated credit card. No other form of payment is available. The offer of tickets from this website is only made to, and is only capable of acceptance by Australian residents. By booking a ticket, You represent and warrant to Pinpoint that You are an Australian resident.
5. No agreement for the sale of a ticket arises unless and until Pinpoint has confirmed your order or booking and full payment has been received.
6. Any queries sent to Pinpoint must be made by the person who made the initial booking (and whose details we have on our system). Due to privacy regulations, we are not in the position to enter into correspondence with any other person except that who has actually ordered the tickets and will appear in our systems order records. If there are any queries regarding a booking, tickets or event purchases, please ensure the transactional party contacts Pinpoint directly.
7. The following terms and conditions relating to the sale (including any resale or subsequent assignment) and conditions of attendance at an Event are typically required by Promoters and Agents:
  1. The right to a refund or to exchange a ticket may be limited.

2. The Promoter often reserves the right to add, withdraw, reschedule or substitute artists and / or vary advertised programs, prices, venues, seating arrangements and audience capacity.
3. The Promoter often reserves the right to charge a fee for the replacement of tickets and to not replace tickets where seating is not allocated (general admission tickets).
4. Rights of admission may be reserved and subject to terms of admission required by Promoters and the venue providers. Late arrival may result in non-admittance until a suitable break in the performance.
5. Cameras, audio and video recorders may not be permitted. The right is reserved to broadcast or telecast any event.
6. 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 venue.
7. Entry may be refused if tickets are damaged or defaced in any way.
8. The right to re-sell, transfer or offer for resale or transfer may be limited. If a ticket is sold or used in breach of this condition, the ticket may be cancelled without a refund and the bearer of the ticket may be refused admission. The resale of tickets in certain circumstances is governed by ticket sales legislation and may attract criminal penalties.
9. If you are eligible for a refund due to an event change or cancellation, your refund request will be placed back onto the promoter/venue who would be holding the ticket money in trust for the event. Only when Pinpoint receives the money back from the promoter/venue, will then Pinpoint be able to pass on the refund. Essentially as Pinpoint is acting as an agent for the promoter/venue and does not hold the event money, Pinpoint will be unable to transact a refund until these monies are received back to Pinpoint to onward. We realise the importance of speed in these situations and will act promptly to return your monies to you as fast as possible.
10. Pinpoint acquires tickets for the purpose of re-selling them before they are available to the general public. Tickets are resold on the terms and conditions upon which the tickets were acquired from the Promoter and the Agent (if any). When You purchase a ticket You accept a full assignment of the benefit and the burden of the ticket according to the terms and conditions that apply to that ticket. Your purchase of the ticket is intended to constitute a novation of the ticket so that You replace Pinpoint as the party entitled to the enjoy all of the rights and discharge all of the obligations arising from the terms and conditions applying to the ticket.
11. Following Your purchase of the ticket, and the resulting assignment and/or novation, You acknowledge that the Promoter and/or the Agent are responsible for delivering the performance of the Event and that Pinpoint is not liable for that delivery. If an Event is cancelled (as opposed to rescheduled or changed) by the Promoter and/or the Agent, you will be entitled to receive a full refund of the purchase price of the ticket.
12. Pinpoint will use reasonable efforts to notify you of all terms and conditions required by Promoters and Agents if you request that notification in writing. If you make that request, your ticket order will not be processed until you have been notified of the terms and conditions. As the sale of tickets before their release to the public usually occurs very quickly, it is likely that all available tickets will be sold to people who do not make such a request before your request can be satisfied.
13. The terms and conditions published on this website apply may change from time to time. The terms and conditions that apply to Your agreement with Pinpoint are those terms and conditions that were published at the time You purchased Your ticket.

14. Except as provided in any law which cannot lawfully be excluded or modified by agreement, Pinpoint does not accept any liability whatsoever, including for negligent acts and omissions, with respect to:

1. the breach of any of these Terms and Conditions or any term implied by law (including statute) by any person other than Pinpoint;
2. any death or injury or consequential loss or damage arising from the supply of a ticket;
3. any failure, delay or inability to provide deliver the performance of an Event for circumstances beyond Pinpoint's control, including strikes or industrial disputes, acts of God, flood, weather, war or civil disturbance;
4. the loss, theft or destruction of a ticket;
5. the enforcement by the Promoter and/or the Agent of any terms or conditions upon which a ticket was issued;
6. any limitations on Your ability to transfer tickets;
7. any change to the dates, artists, times, advertised details or venues for an Event; or the nature or quality of any seating entitlements arising from a ticket. Pinpoint's liability in relation to a ticket (if any) is, to the full extent permitted by law, limited to issue of a replacement ticket or the refund of the price paid for a ticket. Pinpoint will not be liable for any special, indirect or consequential loss or damage of any kind.

15. Advance Access™ is a registered trademark of Pinpoint and You are not authorised to use that trademark or any other intellectual property of Pinpoint in any way.

16. We use Secure Sockets Layer (SSL) encryption technology to securely transmit your personal information, including your credit card number, over the Internet. By using this technology, it is our intention to protect your personal information, however we cannot guarantee SSL provides 100% security. Access to this website and use of any information contained on it, including the use of a credit card or other debit device, or creation of any liability or obligation in connection with the access to or use of the website is at Your sole risk. Therefore, please be aware that information You submit is at Your own risk. See our Privacy and Security policy for further details.

17. The laws of New South Wales apply to these terms and conditions.