TAYLOR SWIFT | THE ERAS TOUR 2024 TERMS OF SALE

COVID-19 IMPORTANT INFORMATION

Frontier continues to monitor COVID-19 developments and consider stipulations from Government, Health Authorities, Artists and Venues in determining the COVID Safe measures for each Event.

By purchasing tickets to an Event, you agree to follow Event policies (including COVID Safe measures and instructions) in place at the time of the Event while at the Event. These requirements may include, but not be limited to, proof of vaccination, QR code check-in, social distancing, mask wearing and/or other measures.

COVID-19 is an extremely contagious disease that can lead to severe illness and death. There is an inherent and elevated risk of exposure to COVID-19 in any public place or place where people are present and there is no guarantee, express or implied, that those attending an Event will not be exposed to COVID-19. You should evaluate Your risk in determining whether to attend the Event. By entering the Event, You voluntarily assume all risks related to exposure to COVID-19.

See Item 9 for CANCELLED, RESCHEDULED OR SIGNIFICANTLY RELOCATED EVENTS due to COVID-19.

1. INTRODUCTION

The Frontier Touring Co Pty Ltd (Frontier) is a live event promoter. By purchasing a ticket to a Frontier event You agree to be bound by the terms and conditions set out below (Terms of Sale). The Terms of Sale relate to the sale of tickets and attendance at the event to which the ticket relates (Event). These Terms of Sale apply to the purchaser and any subsequent ticketholders (You or Your).

Your ticket purchase constitutes a personal, revocable licence and, at all times, remains the property of the Event organiser.

In addition to the Terms of Sale, You are also subject to the Venue Terms and Conditions as well as any Authorised Ticketing Agent's Terms and Conditions. Where there is inconsistency between terms the following order of enforceability applies:

- 1. Venue Terms and Conditions.
- 2. These Terms of Sale.
- 3. Authorised Ticketing Agent Terms and Conditions.

Frontier reserves the right to cancel any ticket used in breach of any of the above terms.

2. PURCHASE OF TICKETS

Tickets to each Event are available through authorised ticketing agents (**Authorised Ticketing Agents**). The Authorised Ticketing Agents for the Taylor Swift | The Eras Tour 2024 are as follows:

Sydney, NSW Accor Stadium <u>Ticketek.com.au</u>
Melbourne, VIC Melbourne Cricket Ground <u>Ticketek.com.au</u>

You are warned not to buy tickets from unauthorised operators. We are aware tickets to an Event may be sold through unauthorised operators at excessively inflated prices. If You buy

tickets from unauthorised operators, You do so at Your own risk and neither us nor the Authorised Ticketing Agent will be able to assist You.

Please read the Live Performance Australia <u>Safe Tix Guide</u>. Frontier does not allocate any tickets for Events to unauthorised resellers (which include but are not limited to Viagogo; Stubhub; Ticketfinders; The Ticket Merchant; Worldticketshop; and Tixel (*Unauthorised Resellers*)). To make sure You pay the correct ticket price and receive valid tickets, You must purchase via the Authorised Ticketing Agents, as listed on our <u>website</u>.

Frontier cannot guarantee any ticket purchase made through any means other than Authorised Ticketing Agents (for example via Unauthorised Resellers or via websites such as eBay, Gumtree and social media *Buy Swap Sell* pages).

3. ENTRY TO THE EVENT

Tickets to the Event will be mobile digital tickets. You require a smart phone (*Mobile Phone*) to access Your ticket to the Event. To access your Event ticket, each ticketholder is required to download and install onto their Mobile Phone the iOS or Android Ticketek app. Each ticketholder must be in possession of their own Event ticket.

Each ticketholder may be required to present **Acceptable ID** at the point of entry into the venue. All ID documents must be current and include a photo of the person and their date of birth.

Acceptable ID means:

- Driver Licence or Learner Permit (from any country) including Digital Driver Licences
- Passport (from any country)
- KEYPASS Photo ID Card or Keypass in Digital iD
- Any other recognised Proof/Evidence of Age/Identity or Photo Card.

All Acceptable ID must be written in English or if not written in English then accompanied by an official English translation.

For a foreign Driver Licence not written in English, an International Driver Permit issued in the foreign country of origin (and including a photo of the licence holder and translation) should be presented with the Foreign Driver Licence.

You are required to bring to the Event:

- (a) your fully charged Mobile Phone to present at the point of entry to scan into the venue;
- (b) your Acceptable ID; and
- (c) Email Booking Confirmation.

4. USE OF TICKETS

The promotion, advertising, offering or selling of tickets to an Event is strictly prohibited by anyone other than Authorised Ticketing Agents, unless:

- a. with Frontier's prior written consent; or
- b. where expressly permitted under relevant State or Federal trading laws.

Tickets may not, without the prior written consent of Frontier, be used for advertising, promotion or for any other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services. In addition to any other legal rights and remedies that Frontier have in this regard, Frontier reserves the right to immediately cancel, without notice or compensation to You, any tickets sold or used in breach of this condition.

5. RESALE OF TICKETS

The resale of Event tickets is strictly forbidden other than through Ticketek's official resale platform.

Except where expressly permitted under relevant State or Federal trading laws, any Event ticket offered for resale elsewhere, either online or offline (including via Unauthorised Resellers or via social media websites) may result in You having all of Your orders and tickets cancelled without notice to You and Your ticket price refunded. The original purchaser and their party may be refused admission and any orders and tickets they hold will also be cancelled without notice to them and their ticket price refunded.

Nothing in this clause seeks to limit Your ability to resell Event tickets for no more than 10% above the original cost to the extent such resale is expressly permitted by S58G of the *Fair Trading Act 1987* (NSW); and (if applicable): *Major Events Act 2009* (VIC); or such other relevant State or Federal trading laws applicable from time to time.

6. EVENT CHANGES

Frontier has the right to add, withdraw, reschedule or substitute support artists and/or vary advertised programs, times, prices, venues, seating arrangements, staging and audience capacity without notice to You.

7. REDUCED CAPACITY OR VARIED CONFIGURATION OF EVENTS DUE TO INTERVENING CIRCUMSTANCES

If there are **Intervening Circumstances** which require the Event capacity to be reduced or the configuration to be varied then that process will be determined by Frontier in its absolute discretion. If Your transaction is identified for cancellation (ie due to venue capacity restrictions) then you will be entitled to a full refund of the ticket price.

Intervening Circumstances means an incident that is beyond Frontier's control which occurs after the time when a Ticket is sold, such as an act of God, state of emergency (eg bushfire or flood), public health emergency (eg pandemics including COVID-19 related), travel warnings (eg travel restrictions or advice to not travel) and Government or Health Authority directives (eg forced venue closures or mass gathering restrictions).

8. TICKET PURCHASE LIMITS

Frontier has the right to enforce published ticket purchase limits and cancel any tickets You obtain above those limits. There is a ticket purchase limit of **four (4)** tickets per customer per Event. If You exceed the ticket limit, You may have any or all of Your orders and tickets cancelled without notice. This includes orders identified as bot purchases and orders associated with the same name, ticketing account, email address, mobile number, IP address, billing address, credit card number or other information.

9. CANCELLED, RESCHEDULED OR SIGNIFICANTLY RELOCATED EVENTS

Where any Event is cancelled, rescheduled or significantly relocated Frontier will comply with the Applicable Codes and Laws:

CANCELLATION: if an Event is cancelled for any reason whatsoever, You will be entitled to a full refund of the ticket price.

RESCHEDULED: if an Event is rescheduled for any reason whatsoever, Your ticket will be valid (or if applicable, Your ticket will be reissued) for the rescheduled Event unless otherwise

advised by Frontier or the Authorised Ticketing Agent. You are entitled to a full refund of the ticket price if You cannot attend the rescheduled Event, provided that You apply for a refund within a reasonable period of time from the date such rescheduling is advertised or notified by Frontier and/or the relevant Authorised Ticketing Agent.

SIGNIFICANTLY RELOCATED: if an Event is significantly relocated for any reason whatsoever, Your ticket will be valid (or if applicable, Your ticket will be reissued) for the relocated Event unless otherwise advised by Frontier or the Authorised Ticketing Agent. You are entitled to a full refund of the ticket price if You cannot attend the relocated Event, provided that You apply for a refund within a reasonable period of time from the date such relocation is advertised or notified by Frontier and/or the relevant Authorised Ticketing Agent.

Applicable Codes and Laws means: the Live Performance Australia Ticketing Code of Practice or the Australian Consumer Law (or any other applicable laws).

10. WEATHER

The Events are all-weather events and will proceed rain or shine. Only exceptionally severe weather conditions will affect the performance so be prepared. Umbrellas, tents and sunshades are not permitted in the Venue, so bring a raincoat or poncho if there is inclement weather.

11. FRONTIER LIABILITY

To avoid doubt, Frontier is not liable to You for any losses or expenses incurred in connection with an Event being cancelled, rescheduled, significantly relocated or changed (including, for example, travel, accommodation or other ancillary expenses), except to the extent that such losses arise from Frontier's breach of any Applicable Codes and Laws.

12. REFUND OR REPLACEMENT OF TICKETS

Refunds or replacement on any ticket will only be given as set out in these Terms of Sale, or as reasonably determined by Frontier in order to comply with the Applicable Codes and Laws. Frontier and/or Authorised Ticketing Agents will not replace lost, stolen or corrupt tickets unless proof of purchase is presented. Authorised Ticketing Agents may charge a fee for the replacement of tickets.

13. MISTAKES IN TICKET PURCHASES

You are responsible for checking all Event information and ensuring You have purchased the right ticket for the right Event on the right date. No refunds will be processed if You mistakenly purchase a ticket to the wrong city, wrong ticket allocation or seating location or make some other error in connection with Your ticket purchase.

14. EVENT AGE RESTRICTIONS

All patrons irrespective of age must purchase a ticket to enter the Event. Frontier reserves the right to impose age restrictions on certain events based on venue requirements and safety considerations. As a concert, this event includes loud music and special effects over an extended period and may not be suitable for infants and young children. You are advised to take this into consideration if planning to purchase tickets for infants or small children. Children aged 14 years and under must be accompanied by a parent or legal guardian at all times at the Event. No concession tickets are available for children.

15. PHOTOGRAPHY AND FILMING AT EVENTS

Frontier and the performing Artist's affiliates reserve the right to broadcast, communicate, film and/or record any Event. If You are photographed, filmed or recorded whilst attending an Event, You consent to Frontier (or Artist's affiliates) photographing, filming or recording You. Artist's affiliates can broadcast, publish, license and use any photographs, film, recordings or images of You without compensation or restriction including but not limited to marketing and promotional use and in all media. Frontier, Artist's affiliates and anyone acquiring from them a right to use the material are not liable to You in any way for its use.

You may not be permitted to use cameras, audio and video recorders at an Event. Frontier and/or the Artist reserve the right to confiscate and/or delete any footage, recordings and/or photos created by unauthorised or prohibited recording, filming or photography at an Event.

16. EVENT ENTRY, SECURITY AND SAFETY

Frontier's rights to refuse entry to an Event include but are not limited to where:

- a. Your ticket has been handled in breach of these Terms of Sale; or
- b. Your ticket is manipulated or corrupt.

You are reminded that in addition to Frontier's right to refuse entry to an Event, the Venue hosting the Event may impose additional restrictions.

You agree to comply with security and safety requirements and directions at the Event. Prior to entry to the Event, You and/or Your belongings may be subject to specific security and safety requirements including but not limited to bag checking, metal detector tests, pat downs, explosive sweeps and/or drug detection tests. If You do not consent to such searches, You may be denied entry to the Venue without refund.

It is important to Frontier and our artists that each Event is enjoyable and safe for patrons. Anyone behaving in an offensive, disruptive or dangerous manner may be ejected from the Event in the Event personnel's discretion. We reserve the right to evict patrons who disobey Responsible Service of Alcohol legislation or refuse to comply with event Specific Terms or Venue Terms and Conditions. Anyone found supplying or consuming illicit drugs will be evicted from the Venue and may face criminal charges. If You feel unsafe, distressed or harassed at an Event we encourage You to seek the assistance of Event personnel.

17. LOSS OR INJURY AT EVENT

To the fullest extent permitted by the law and subject to Your rights under any Applicable Codes and Laws, You release Frontier (including its directors, officers, employees, consultants, contractors, agents and volunteers) from any liability for any damage, loss, liability or injury You may suffer in relation to Your attendance at an Event, howsoever caused, including due to any negligence or other act or omission of Frontier.

You agree to compensate Frontier for any damage, loss, liability or injury that Frontier may suffer as a result of Your wilful, reckless or negligent acts or omissions at an Event.

18. RISK

Entry to the Event is at Your own risk. Without limiting the generality of this:

- a. appropriate footwear and clothing must be worn at all times at the Venue;
- b. You must not mosh, crowd surf, circle pit, wall of death, slingshot or stage dive;
- ear plugs should be worn if necessary;

To the extent permitted by law, Frontier takes no responsibility for any hearing damage or loss caused by excessive noise or injury caused by Your failure to follow Event personnel directives.

In the event of injury or illness Frontier may, at Your cost, arrange medical treatment and/or emergency evacuation as deemed essential for Your safety.

19. YOUR PERSONAL INFORMATION:

Pursuant to Your booking, Frontier and/or Authorised Ticket Agents may need to collect and keep personal information about You including Your name, email, address, credit card or payment details, contact number and the names of all ticket allocations.

Your contact details may be used to provide You with information and details about the Event.

If You have consented via the Authorised Ticketing Agent to receive further information about Frontier events and/or the Artist, we may also disclose Your contact details to those third parties and provide You with promotional material about other Events and products. We may also need to disclose Your personal information as required by law or as permitted under the Privacy Act 1988 (Cth). If You have any questions about how Frontier will handle Your personal information please visit the link at the bottom of the Authorised Ticketing Agent's ticketing page where You purchased Your Event ticket or refer to Frontier's Privacy Policy.

20. CERTAIN ITEMS PROHIBITED

Frontier, and its designated representatives, including Event personnel, reserve the right to prohibit items which it believes threaten the enjoyment, rights and/or safety of You, artists and/or other patrons at the Event.

Unless permitted under the Venue Terms and Conditions or the Event Specific Terms, **Prohibited Items** include, but are not limited to, the following:

- tables, tents or sun shelters;
- umbrellas;
- alcohol;
- illegal or illicit substances;
- food or beverages;
- water bottles;
- glass items;
- metal and hard plastic items including cutlery and/or drink containers;
- selfie and/or GoPro sticks, monopods or tripods;
- drones;
- animals (with the exception of service dogs such as guide dogs or emergency service dogs);
- beanbags, blow-up chairs or lounges;
- lasers, laser pointers, flashlights, lights or battery packs;
- two-way walkie talkies or radios;
- laptop computers, tablets, or digital readers;
- confetti or shredded paper;
- large signs (no signs larger than 11" X 17"), flags or banners;
- political signage;
- unauthorised solicitation materials including handbills, flyers, stickers, beach balls, give-aways, samples, or other promotional items;
- professional photography equipment (eg telephoto lens; any lens over 5cm; any detachable lens; stands or other commercial equipment or anything deemed by Event personnel to be professional photography equipment);
- audio or recording devices (including GoPro, iPad and similar);
- masks (with the exception of medical masks or religious face coverings);
- clothing, costume, or personal effects that may impede the view of those around or behind you;
- handcuffs or other restraint items;

- chains, chain wallets, studded jewellery or spurs;
- bicycles, scooters, skateboards, skates, segways, or other unauthorised means of transportation;
- coolers, thermoses, metal water bottles, or ice chests;
- strollers;
- noise-making devices such as air horns, horns, bells, bullhorns, thunder sticks, whistles or musical instruments;
- briefcases, bags, purses larger than a clutch bag or non-clear bags (except as permitted by the Venue);
- weapons of any kind (guns, ammo, knives of any size, tasers, pepper spray/mace, or potential projectiles etc.). This also applies to off-duty police officers;
- flammables or missile-like objects, fireworks, sparklers, road flares, emergency flares, explosives, or other incendiary devices;
- aerosol containers, including sunscreen, pepper spray, bug spray, or spray paint;
- balloons, frisbees, projectiles, sticks, poles, bats, clubs, etc.;
- any other item deemed by Event personnel (in their discretion) to be, or potentially be, a safety hazard or annoyance to participants or guests, dangerous or offensive.

Please also check the relevant Venue Terms and Conditions on the Venue website for venue-specific prohibited items (which vary from venue to venue):

Sydney, NSW <u>Accor Stadium</u>

Melbourne, VIC <u>Melbourne Cricket Ground</u>

Any persons found to be in possession of Prohibited Items must surrender those Prohibited Items to be permitted entry to the Venue. Surrendered items will not be returned.

21. VARIATION TO TERMS OF SALE

Frontier may vary these Terms of Sale at any time without notice to You. Any variations become effective immediately once the variation has been published on Frontier's website. Any variations will not operate retrospectively.

22. ENFORCEABILITY

Any provision of these Terms of Sale which is or becomes unenforceable shall not invalidate the other provisions of these Terms of Sale.

These Terms of Sale were last updated on 20 June 2023.