

Website Terms of Use

Welcome to <https://www.marrinergroup.com.au>. The website provides information about Marriner Group venues, events and services, and enables users to purchase event tickets and related tickets or services where offered.

1. General

- 1.1. These Website Terms of Use (**Terms**) apply to your access to and use of Marriner Group websites, subdomains, ticketing platforms and related online services, including [marrinergroup.com.au](https://www.marrinergroup.com.au) and any third-party ticketing platform used by Marriner Group (**Website**).
- 1.2. The Website is operated by Marriner Group (Vic) Pty Ltd ACN 685 263 450 ("we", "us", "our").
- 1.3. Please read these Terms carefully. By using, browsing, and/or accessing the Website, including by creating an account or purchasing tickets, you agree to be bound by these Terms, together with our Privacy Policy, Ticketing Conditions of Sale, Conditions of Entry and any event-specific terms notified at the time of purchase. If you do not agree to these Terms, you should not use the Website.
- 1.4. We may change these Terms at any time by posting the updated terms on the Website. Any changes will apply from the time they are posted. Before you continue, you may wish to keep a copy of the Terms for your records.

2. Website Use

- 2.1. You must use the Website lawfully and only for personal, non-commercial purposes, unless we have given you prior written consent.
- 2.2. You must not use the Website in a way that:
 - (a) breaches any applicable law or regulation, or the rights of any person;
 - (b) interferes with the operation, security or performance of the Website;
 - (c) attempts to gain unauthorised access to any account, system, data or network;
 - (d) uses bots, scraping tools, automated purchasing systems or other unauthorised technology;
 - (e) circumvents ticket limits, queueing systems, access controls or security measures;
 - (f) copies, extracts or reuses Website content for commercial purposes;
 - (g) is fraudulent, misleading, offensive, defamatory, harmful or otherwise inappropriate;
 - (h) collects email addresses or other information from the Website for unsolicited communications;
 - (i) frames, mirrors or links to the Website in a misleading or unauthorised manner; or
 - (j) uploads or transmits viruses, malicious code or other harmful material.
- 2.3. We may suspend, restrict or terminate your access to the Website if we reasonably believe you have breached these Terms, our Ticketing Conditions of Sale, or any applicable law.

3. Accounts

- 3.1. You may be required to create an account to purchase tickets, manage bookings, access presales, receive digital tickets or use other Website features.
- 3.2. You must ensure that all account information you provide is accurate, current and complete.
- 3.3. You are responsible for keeping your username, password and account details secure. You must not allow another person to use your account.
- 3.4. You must notify us promptly if you become aware of, or suspect, any unauthorised use of your account, username or password.
- 3.5. You are responsible for all activity that occurs through your account, except to the extent caused by our negligence or breach of law.
- 3.6. We may require you to verify your identity or account details before completing a transaction, issuing tickets, assisting with an enquiry or allowing access to certain Website features.

- 3.7. We may suspend or close an account where we reasonably suspect fraud, misuse, unauthorised access, breach of these Terms, breach of our Ticketing Conditions of Sale, breach of our Conditions of Entry, an attempt to circumvent any suspension or closure, or other unlawful or inappropriate activity.

4. Ticket Transactions

- 4.1. Ticket purchases (including those made through the Website) are subject to our Ticketing Conditions of Sale, Conditions of Entry and any event-specific terms notified at the time of purchase.
- 4.2. Some events are presented, produced or promoted by third parties. Tickets may also be subject to additional terms and conditions issued by the presenter, producer, promoter or organisation responsible for the event.
- 4.3. A ticket transaction is not complete until payment has been accepted, and a booking confirmation has been issued.
- 4.4. Selecting tickets, placing tickets in a cart, or commencing a transaction does not guarantee that tickets will be available or that a purchase will be completed.
- 4.5. Tickets may be released from your cart if you do not complete the transaction within the allocated time, if payment is not completed, if the Website or ticketing platform encounters an error, or if the tickets otherwise become unavailable.
- 4.6. We may refuse, cancel or reverse a ticket transaction where we reasonably suspect fraud, misuse, breach of ticket limits, use of automated systems, pricing or system error, unauthorised payment method, or breach of these Terms or our Ticketing Conditions of Sale.
- 4.7. Refunds, exchanges and other remedies for ticket purchases are governed by our Ticketing Conditions of Sale, the Live Performance Australia Ticketing Code of Practice and applicable law.

5. Online Queues and High-Demand Events

- 5.1. We may use online queues, waiting rooms, randomised access, CAPTCHA, bot detection, time-limited sessions, purchase limits, delayed ticket delivery or other access controls.
- 5.2. Entry into an online queue or waiting room does not guarantee the ability to purchase tickets.
- 5.3. Queue positions may be allocated automatically, randomly or by other methods determined by us or our third party technology providers.
- 5.4. We may pause, restart, adjust or close a queue or ticket sale where reasonably necessary, including for operational, technical, security, fraud prevention or fair access reasons.
- 5.5. We may cancel transactions or tickets that we reasonably believe have been obtained by circumventing queueing systems, access controls, ticket limits or anti-scalping measures.

6. Pricing, Availability and Errors

- 6.1. Event information, ticket availability, seating availability, prices, fees, charges and promotional offers may change at any time, subject to applicable law and our Ticketing Conditions of Sale.
- 6.2. We take reasonable care to ensure that information on the Website is accurate and current. However, the Website may contain errors, omissions, interruptions or outdated information.
- 6.3. We may correct errors on the Website, including pricing, availability, event information or seating information, at any time.
- 6.4. We may cancel or adjust transactions affected by error, subject to applicable law and our Ticketing Conditions of Sale.

7. Payments

- 7.1. Payments made through the Website may be processed by third-party payment providers.
- 7.2. We may collect and handle personal information associated with your transaction, but we do not store your full credit card or payment card details.
- 7.3. Your use of a third-party payment service may be subject to that provider's own terms and conditions.

- 7.4. We are not responsible for any delay, refusal, charge, error or other issue caused by your bank, card issuer, payment provider or other third-party payment service, except to the extent required by law.

8. Third-Party Services and Links

- 8.1. The Website may include links to, or integrations with, third-party websites, platforms, payment providers, ticketing providers, event organisers, sponsors, advertisers, restaurants, parking providers, merchandise providers, or other partners.
- 8.2. Third-party websites and services are not operated or controlled by us. Your use of those websites and services may be subject to separate terms and conditions and privacy policies.
- 8.3. We are not responsible for the content, availability, security, accuracy or practices of third-party websites or services, except to the extent required by law.

9. Intellectual Property

- 9.1. All intellectual property rights in the Website and its content are owned by us, licensed to us, or owned by our licensors, event organisers or other third parties.
- 9.2. Website content includes text, images, photographs, video, audio, artwork, venue names, event information, show-specific images, seating maps, venue maps, logos, trade-marks, designs, software, data, layout and other material.
- 9.3. You may view and use Website content for personal, non-commercial purposes only.
- 9.4. You must not copy, reproduce, modify, publish, communicate, distribute, sell, licence, scrape, frame or commercially exploit any Website content without our prior written consent or the consent of the relevant rights holder, except where permitted by law or where the content is clearly made available for that purpose.
- 9.5. Nothing in these Terms transfers any intellectual property rights to you.

10. Privacy

- 10.1. We collect, use and disclose personal information in accordance with our Privacy Policy.
- 10.2. By using the Website, creating an account or purchasing tickets, you acknowledge that your personal information will be handled in accordance with our Privacy Policy.
- 10.3. Personal information may be shared with third parties where necessary to operate the Website, process transactions, provide tickets, deliver customer service, manage events, prevent fraud, comply with law, or as otherwise described in our Privacy Policy.

11. Website Availability and Security

- 11.1. We aim to provide a reliable and secure Website, but we do not guarantee that the Website will always be available, uninterrupted, error-free, secure or free from viruses or other harmful components.
- 11.2. We may change, withdraw, or restrict access to all or part of the Website or any Website feature at any time, including for maintenance, upgrades, security, technical issues, high demand, fraud prevention, operational reasons or changes to third-party technology services.
- 11.3. You are responsible for ensuring that you have appropriate internet access, devices, software and security protections to use the Website.
- 11.4. We are not responsible for any loss or issue caused by your device, internet connection, browser, software, email provider, spam filter or failure to receive communications, except to the extent required by law.

12. Liability

- 12.1. Nothing in these Terms excludes, restricts or modifies any rights you may have under the Australian Consumer Law or applicable state-based legislation.
- 12.2. You use the Website at your own risk. To the extent permitted by law, and except to the extent caused by our negligence, breach of these Terms or breach of applicable law, we are not liable for any indirect or consequential loss arising from your use of, or inability to use, the Website, including loss arising from Website interruptions, transaction delays, queueing systems, third-party services, payment issues, system errors, loss of data or unauthorised account access.



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12.3. To the extent permitted by law, our liability in connection with ticket purchases is limited as set out in our Ticketing Conditions of Sale.

13. Governing Law

13.1. These Terms are governed by the laws of Victoria, Australia.

13.2. You submit to the non-exclusive jurisdiction of the courts of Victoria and the courts entitled to hear appeals from those courts.

Contact

For assistance with the Website, your account or a ticket transaction, please visit marrinergroup.com.au or contact Marriner Group Customer Service at customerservice@marrinergroup.com.au or phone 1300 11 10 11.

