

TERMS OF SALE

PURE PRESENTS – TICKET TERMS & CONDITIONS

1. Introduction

Pure Entertainment Group Pty Ltd (**Pure Presents**) is a live music promoter. By purchasing a ticket to a tour or event promoted or facilitated by Illusive You agree to be bound by the terms and conditions set out below (**Terms and Conditions**). The Terms and Conditions relate to the sale of tickets and attendance at the event to which the ticket relates (**Event**). These Terms and Conditions apply to the purchaser, any subsequent ticketholders and any ticket recipient (**You** or **Your**).

In addition to the Terms and Conditions, You may also be bound by Event Specific Terms. To see whether any Event Specific Terms apply to Your ticket, please see below. You are also subject to the Venue Terms and Conditions. Where there is inconsistency between terms the following order of enforceability applies:

1. Venue Terms and Conditions
2. Event Specific Terms
3. Terms and Conditions

Pure reserves the right to cancel any ticket used in breach of these Terms and Conditions or any Event Specific Terms.

2. Purchase of Tickets

Tickets to each Event are available through authorised ticketing agents (**Pure Ticketing Agents**). Illusive cannot guarantee any ticket purchase made through any means other than Pure Ticketing Agents (for example via resale sites such as MyGuestlist, Oztix or Moshtix).

3. Use of Tickets

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

1. with Pure's prior written consent; or
2. where expressly permitted under relevant State or Federal trading laws.

Tickets may not, without the prior written consent of Pure, 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.

4. Event Specific Terms

Pure has the right to include additional specific conditions in relation to particular Events (**Event Specific Terms**). Such Event Specific Terms will be made available on Pure's website and/or on the Pure Ticketing Agent's website and will be deemed

to be incorporated into these Terms and Conditions. In the event there is any inconsistency between these Terms and Conditions and the Event Specific Terms, the Event Specific Terms will prevail.

5. Change in Event

Pure 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. If an Event is a festival featuring multiple artists the line-up will be subject to change.

6. Rescheduled Events

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. 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 the period of time advertised or notified by Pure and/or the relevant Illusive Ticketing Agent.

7. Cancellation of Events

If the Event is cancelled for any reason whatsoever, You will be entitled to a full refund of the ticket price. To avoid doubt, Pure is not liable to You for any losses or expenses incurred in connection with an Event being cancelled, postponed or changed (including, for example, travel, accommodation or other ancillary expenses), except to the extent that such losses arise from Pure's breach of an applicable Consumer Guarantee (set out in the Australian Consumer Law).

8. Refund or Exchange of Tickets

Refunds or exchanges on any ticket will only be given as set out in these Terms and Conditions, or as reasonably determined by Pure in order to comply with the Live Performance Australia Code of Practice for Event Ticketing in Australia or the Australian Consumer Law (or any other applicable laws). Pure and/or Pure Ticketing Agents will not issue replacement tickets where seating is not allocated (general admission tickets). Pure Ticketing Agents may charge a fee for the replacement of tickets.

9. Entry to the Event

All patrons irrespective of age must purchase a ticket to enter the Event. Pure serves the right to impose age restrictions on certain events based on venue requirements and safety considerations.

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

- Your ticket has been handled in breach of these Terms and Conditions; or
- Your ticket is defaced or damaged.

You are reminded that in addition to Pure's right to refuse entry to an Event, the venue hosting the Event may impose additional restrictions. In particular, the venue may designate that certain Events are subject to age restrictions. Age restrictions will be indicated on the Pure website and/or the Illusive Ticketing Agent's website.

10. Event/ VIP Package Tickets

Where goods or services (including but not limited to hospitality suites or experiences) are purchased in conjunction with the Event ticket ("Event Packages"), Pure is responsible only for Pure Event Packages only. For the avoidance of doubt, Pure is not responsible for Event Packages sold, distributed and provided by third party operators. You may be subject to further terms and conditions relating to these third-party Event Packages. Any queries, concerns or issues relating to a third-party Event Package should be directed to that provider.

11. Photography and filming at Events

Pure reserves the right to broadcast, telecast, film and/or record any Event. If You are photographed, filmed or taped whilst attending an Event, You consent to Pure (or third parties appointed by Pure) photographing, filming or taping You. Third parties appointed by Pure 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. Pure, the third parties 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.

12. Security and Safety

You agree to comply with security and safety requirements and directions at the Event. Prior to entry to the Event, You may be subject to specific security and safety requirements including but not limited to bag checking, metal detector tests, pat downs and/or drug detection tests.

It is important to Pure 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 Pure's discretion. If You feel unsafe, distressed or harassed at an Event we encourage You to seek the assistance of security or Venue personnel.

13. Loss or injury at Event

To the extent permitted by the law and subject to your rights under any applicable Consumer Guarantees in the Australian Consumer Law, You release Pure (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 Pure.

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

14. Certain items prohibited

Pure, and its designated representatives, including security personnel, reserves the right to prohibit items which it believes threatens the enjoyment, rights and/or safety of You, performers and/or other patrons at the Event. Prohibited items include, but are not limited to, the following:

- tables, tents or sun shelters;
- umbrellas;
- alcohol;
- illicit substances;
- water bottles;
- glass items;
- metal cutlery and/or knives;
- weapons of any sort including Tasers, mace spray;
- selfie and/or go pro sticks;
- animals (with the exception of guide dogs);
- beanbags, blow-up chairs or lounges;
- lasers, flashlights;
- fireworks and/or flares;
- items capable of being used as a projectile.

15. Variation to Terms and Conditions

Pure may vary these Terms and Conditions at any time. Any variations become effective immediately once the variation is published.