

# **TicketSource Terms and Conditions for Event Organisers**

**Last modified: 30 October 2014**

TicketSource provides the technical infrastructure to enable online sales by Event Organisers. By using or visiting the TicketSource website, you expressly agree to be bound by the Terms and to follow these Terms and all applicable laws and regulations governing the website. TicketSource reserves the right to change these Terms at any time, effective immediately upon posting on the website. If you violate these Terms, TicketSource may terminate your use of the website, bar you from future use of the website and / or take appropriate legal action against you.

- 1. Who we are**
- 2. Permitted Uses of the Site**
- 3. Registration and Account Security**
- 4. Ticket Sales Management**
- 5. Fees and Charges**
- 6. Event Listing Processes and Responsibilities**
- 7. Purchasing Tickets**
- 8. Exchanges and Refunds**
- 9. Referral Scheme**
- 10. Customer Data**
- 11. Barcode Scanners, Ticket Stock and Ticket Printers**
- 12. Disclaimer**
- 13. Limitation of Liability**
- 14. Indemnity**
- 15. Trademarks**
- 16. Customer Purchase Policy**
- 17. Privacy Policy**
- 18. Customer Commitment Statement**

## **ASSOCIATED POLICIES:**

- [- Customer Purchase Policy](#)**
- [- Privacy Policy](#)**
- [- Our Customer Commitment](#)**

## **1. WHO WE ARE**

**1.1** TicketSource is the primary ticket agency which obtains its allocation of tickets for an event directly from event organisers and venues. Tickets are sold through the TicketSource web site where customers can search, select and buy tickets online for events. Your TicketSource account is a secure portal where you can add or modify event listings and ticket allocations, record details of cash, cheque and complimentary bookings, change the display settings of your TicketSource web pages, export customers' details, view ticket sales reports and much more.

## **2. PERMITTED USES OF THE SITE**

**2.0** You agree that you are only authorised to visit, link to and / or retain a copy of pages of this website for your organisation's use (if you are acting on behalf of an Event Organiser) and that you shall not duplicate, download, publish, modify or otherwise distribute the material on this website for any purpose other than to create and manage events and promotional information, for personal use, or to administrate the sale of tickets.

The content and software on this website is the property of TicketSource and is protected by UK and International copyright laws. We post the relevant legal notices and credits on this website. You are not permitted to remove any such notices or credit, or any additional information presented in respect of copyright.

### **2.1 User Contributions to the Site**

The website provides you with opportunities to contribute to the website by uploading information about your events, known as "user content". TicketSource is not liable or responsible for any user content. The contributions of third parties do not necessarily represent the view or opinions of TicketSource. TicketSource cannot preview user content before it appears.

## **2.2 Prohibited Content**

Users can be held liable for any illegal or prohibited user content they provide to the website. Prohibited content includes, but is not limited to content that:

- is offensive such as content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- could be harmful to minors;
- harasses or advocates harassment of another person;
- involves the transmission of “junk mail”, “chain letters”, or unsolicited mass mailing or “spamming”;
- promotes information that you know is false, misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libellous;
- promotes an illegal or unauthorised copy of another person’s copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;
- contains restricted or password only access pages; or hidden pages or images (those not linked to from another accessible page);
- displays pornographic or sexually explicit material of any kind;
- provides material that exploits people under the age of 18 in a sexual or violent manner, or solicits personal information from anyone under 18;
- provides instructional information about illegal activities such as making or buying illegal weapons, violating someone’s privacy, or providing or creating computer viruses;
- solicits passwords or personal identifying information for commercial or unlawful purposes from other users; and
- engages in commercial activities and / or sales without prior written consent such as contests, sweepstakes, barter, advertising and pyramid schemes.

If you discover this kind of material on the Site, please notify us by emailing us at [support@ticketsource.co.uk](mailto:support@ticketsource.co.uk) and we will investigate your claim and may then take appropriate action.

## **2.3 Offline Conduct**

Although TicketSource cannot monitor the conduct of users off the website, it is also a violation of these rules to use any information obtained from this website in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit or sell to any site user without their prior explicit consent.

## **2.4 Links and Search Results**

The website contains embedded links to, and may produce search results that reference or link to third party sites throughout the World Wide Web. TicketSource has no control over these sites or the content within them. TicketSource cannot guarantee, represent or warrant that the content contained in the sites is accurate, legal and/or inoffensive and will not contain viruses or otherwise impact your computer. By using this website to search for or link to another site, you agree and understand that you may not make any claim against TicketSource for any damages or losses, whatsoever, resulting from such action.

## **2.5 Access and Interference and Multiple Browser Windows**

You agree that you will not use any robot, spider, other automatic device or manual process to monitor or copy our web pages or the content contained therein or for any other authorised purpose, without our prior expressed written permission. You agree that you will not use any device, software or routine to interfere or attempt to interfere with the proper working of the website. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure. You agree that you will not access, reload or “refresh” transactional event or ticketing pages, or make any other request to transactional servers, more than once during any three second interval.

When using the website ensure you are using only one browser window. Using multiple browser windows could result in duplicate listings if you are using the website on behalf of an Event Organiser.

## **2.6 Unauthorised Use of the Site**

Illegal and / or unauthorised use of the site, including, but not limited to, unauthorised ticket sales, fraudulent listings of Events by individuals or organisations other than the legitimate Event Organiser; unauthorised framing of or linking to the site, or unauthorised use of any robot, spider or other automated devices on the Site, will be investigated and appropriate legal action will be taken, including without limitation, civil, criminal and injunctive redress.

## **2.7 Violation of the Terms**

You understand and agree that in TicketSource's sole discretion, and without prior notice, TicketSource may terminate your access to the website, cancel ticket orders or exercise any other remedy available and remove any unauthorised user content, if TicketSource believes that your conduct, or the user content you provide, violates or is inconsistent with these Terms, or violates the law or the rights of TicketSource, a client of TicketSource or another user of the website. You agree that monetary damages may not provide sufficient remedy to TicketSource for violations of these Terms and you consent to injunctive or other equitable relief for such violations. TicketSource is not required to provide any refund to you if you are terminated as a User because you have violated these Terms or any of TicketSource's rights.

## **2.8 Use of Multiple Online Ticketing Systems**

If an Event Organiser is found to be using TicketSource for in-house bookings only and an alternative online payment mechanism for their online bookings, TicketSource reserve the right to levy a £49.99 monthly charge for use of the in-house facility.

## **3.0 REGISTRATION & ACCOUNT SECURITY**

The Event Organiser agrees to maintain and promptly update their Registration details to keep it accurate and current. If you provide any information that is untrue, inaccurate, not current or incomplete, or TicketSource has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, TicketSource has the right to suspend or terminate all of your accounts and refuse any and all of your current or future use of TicketSource.

During the TicketSource registration process, a unique account and password will be created. It is the responsibility of the Event Organiser and its Users to maintain the confidentiality of the password and account and are fully responsible for all activities that occur under your account, including without limitation, all actions by sub-users registered under your account. The Event Organiser must immediately notify TicketSource of any unauthorised use of your password or account or any breach of security. TicketSource cannot and will not be liable for any loss, damage or other liability arising from your failure to comply with this Section or from any unauthorised access to or use of your account.

If an account has not had any events listed for two years, all data will be cleared.

## **4.0 TICKET SALES MANAGEMENT**

The ticket sales management offered by TicketSource are made available without charge for Event Organisers and their administrative representatives to keep track of all ticket sales whether through TicketSource online or telephone booking services (known as online sales), or direct to the Event Organiser (known as offline sales).

If offline sales are being made from the same block of tickets that have been made available for online sales, it is crucial that the Event Organiser uses the Management Functions of the website to keep records of their offline sales up to date. Otherwise this will result in a discrepancy whereby seats that have already been sold offline will still appear to be available on the sales site and therefore could be sold twice.

TicketSource will not be liable for any such discrepancy or its consequence – it is the responsibility of the Event Organiser to use the Management Functions properly to ensure that double booking is avoided.

The alternative mechanism for Event Organisers is to make available two separate allotments of tickets – one for online sales and one for offline sales.

Event Organisers are not permitted to obtain customer credit/debit card details and process the order via the TicketSource public sales pages (online bookings). Handling customer card details and using the TicketSource Merchant Services for in-house bookings is in breach of these terms and conditions. If an Event Organiser would like to accept credit/debit cards as a payment type for in-house bookings, the Event Organiser will be required to secure their own merchant services.

#### **4.1 Collection of Monies**

You authorise TicketSource to accept Mastercard, Visa and Maestro cards and to collect the face price of each ticket and also, where you have opted for the booking fee to be billed to the Customer, we will collect a booking fee from each customer and where applicable, a telephone service fee or delivery fees if requested. We will retain the full amount of the booking fee (whether paid for by the Event Organiser or the Customer), telephone service fee and delivery fees.

The proceeds of all credit and debit card sales transacted via TicketSource are paid into a segregated 'Client' bank account meaning that they are completely ring-fenced from our own working capital.. These arrangements are in line with best practice as specified by all major credit card companies and also by STAR (the Society of Ticket Agents and Retailers) of which TicketSource is a member.

#### **4.2 Transfer of Funds**

Unless otherwise specified by the Event Organiser in the course of registering an Event, the booking period for any given Event will end upon the conclusion of the final performance, session or presentation. The online sales for that event will then be totalled and transferred electronically to the Event Organiser's nominated bank account within seven working days of the final performance. The amount transferred will be net of our Fees as stated in 4.1 and any refunds to be made to Customers as a result of cancellation.

If any Event or series of Events is cancelled or postponed or not performed to the Customer's reasonable satisfaction, TicketSource will refund the customers directly and shall be entitled to utilise sufficient funds from the ticket proceeds referred to above to enable TicketSource to do this. Notification of cancellation may delay the transfer of funds while confirmation and clarification is sought.

All money shall be paid into the bank account specified in your payment details. It is not the responsibility of TicketSource to verify bank details but is the responsibility of the Event Organiser to ensure that accurate bank details are provided. If incorrect bank details are provided, monies owed will accrue until accurate bank account details are provided by the Event

Organiser. TicketSource will not accept any responsibility if incorrect bank details have been provided by the Event Organiser or their account Users and monies owed are paid into the wrong bank account.

#### **4.3 VAT Liability**

Event Organiser's remain solely responsible for the accounting and payment of VAT collected through the sale of tickets to HM Revenue and Customs. TicketSource is only liable for the VAT component of the booking fee. At the conclusion of your event, you will be provided with a full income breakdown for your Event/s monies received from online sales which will include details of the Event Organiser's VAT liability (if applicable).

#### **4.4 Transfer of Funds**

You, as the Event Organiser, must not withdraw funds from your TicketSource account until the event has been completed. If funds are received prior to an event having been completed, TicketSource will have every right to seek reimbursement for any refunds and administrative charges that may arise if the event were to be cancelled. Where an agreement for reimbursement cannot be reached, TicketSource will be entitled to take legal action against the Event Organiser and the account will be suspended.

#### **4.5 Chargebacks**

A chargeback occurs when a customer disputes a charge on their credit/debit card with our merchant services provider. When a chargeback occurs the merchant services provider will investigate as to whether the charge is to stand or be refunded to the customer.

TicketSource will provide all requested information and documentation to the merchant services provider during the investigation. However if the dispute is upheld and the charge is refunded to the customer, TicketSource will have every right to seek reimbursement from the Event Organiser for the chargeback amount. Failure by the Event Organiser to pay the chargeback may result in the account being suspended.

Any tickets that are subject to a successful chargeback dispute will be cancelled.

#### **4.6 Donations and Gift Aid**

TicketSource can collect donations via online bookings and forward payment to the Event Organiser once the event to which the donation was paid has concluded, less a 5% admin charge (not payable on in-house donations).

Should the Event Organiser want to claim Gift Aid, It is the responsibility of the Event Organiser to register for Gift Aid (if eligible) and submit relevant documentation to HMRC to re-claim the tax benefit. TicketSource accepts no responsibility for the administering of the Gift Aid scheme; it is only a platform to receive donations.

Donations are not subject to a booking fee but are subject to a 5% admin charge.

If an event is cancelled, the donation will also be refunded to the customer in full.

We (TicketSource) are not an accounting, taxation or financial adviser, and you should not rely on information given on the website to determine the accounting, tax or financial consequences of making a donation to charity. We strongly recommend that you consult your own adviser(s) about any accounting, taxation or financial consequences that may affect you.

#### **4.7 Sundry Items**

Sundry items attract the same booking fee as ticket sales (please see section 5.1). If an event is cancelled, the sundry item will also be refunded in full, including booking fee (but excluding delivery fees).

### **5 FEES AND CHARGES**

### 5.1 Booking Fees

All tickets purchased online through TicketSource (via internet or telephone Box Office) are subject to a booking fee. This fee is applied per transaction (not per ticket) and is levied in accordance with the sliding scale outlined below:

Shopping Basket Item Value	"Exclusive" fee option	"Inclusive" fee option
Free Events	No Fee	No Fee
up to £25.00	10%*	9.09%*
up to £35.00	9%	8.26%
up to £50.00	8%	7.41%
up to £100	7%	6.54%
up to £250	6%	5.66%
up to £500	5%	4.76%
Over £500	4%	3.85%

\*minimum fee 50p

The fee is applied to cover the credit/debit card charges and overheads that we incur with each transaction. We reserve the right to vary this booking fee structure from time to time.

Event Organisers may elect to have their ticket prices listed on the website either inclusive or exclusive of the TicketSource booking fee. In either case, the fee due will be deducted from the total amount paid by the Customer in respect of any given Event prior to the transfer of funds (see point 3.2).

Tickets purchased "offline" (i.e. Event Organisers own bookings of cash, cheque, complimentary tickets and sales processed via the Event Organiser's own merchant facilities) are not charged a booking fee.

### 5.2 Ticket Delivery Fees

Customers will be charged the following fees for the delivery of their tickets:

Delivery Type	Fee Due
E-Ticket	£0.00
Mobile Phone Ticket	£0.50
Standard Post	£1.50

In situations where the refund policy is applicable, ticket delivery fees are not refundable.

### 5.3 Telephone Service Fee

If Event Organisers elect to offer their customers the option of using the TicketSource Telephone Box Office service, a Telephone Service Fee of £1.50 will be added to the customer's booking, in addition to the booking fee. This fee includes the ticket delivery fee whether that be by e-ticket, mobile or post. There is no charge to the Event Organiser for this service however Event Organisers can choose to absorb the £1.50 Telephone Service Fee upon request.

In situations where the refund policy is applicable, the telephone service fee is not refundable.

## 6. EVENT LISTING PROCESSES AND RESPONSIBILITIES

**6.1** Through use of the TicketSource website, Event Organisers upload data regarding their organisation, productions, venues, event dates, ticket prices, preferred fee charging mechanism,

etc. This data populates the TicketSource sales website from which the customer can then purchase tickets for the listed events.

All details of Events including, but not limited to, performance times, ticket prices and seat availability are entered onto the system by the Event Organiser. **The accuracy of all such information is at all times the responsibility of the Event Organiser.** Failure to provide accurate event details (including amendments to an event if the date or time changes) will breach this agreement and may lead to the account being suspended and TicketSource will be entitled to seek compensation for any direct costs incurred as a result of incorrect event information listed on TicketSource.

The Event Organiser is responsible for the creation and distribution of automatic discounts and discount codes. The Event Organiser must test their ticket sales to ensure that discount codes and automatic discounts have been set up correctly to provide the correct discount for the applicable event(s), ticket price(s) and validity period. TicketSource will not be held responsible for discount codes or automatic discounts that have been set up incorrectly.

### **6.2 Copyright Policy**

We will terminate the privileges of any user who uses this Site to unlawfully transmit copyrighted material without a license of express content, valid defence or fair use exemption to do so. In particular, users who submit user content to the website, whether articles, images, stories, software or other copyrightable material must ensure that the user content they upload does not infringe the copyrights or other rights of third parties (including, but not limited, to trademark, trade secret, privacy or publicity rights). After proper notification by the copyright holder or its agent to us, and confirmation through court order or admission by the user that they have used this website as an instrument of unlawful infringement, we will terminate the infringing users' rights to use and / or access to this website. We may, also in our sole discretion, decide to terminate a user's rights to use or access to the website prior to that time if we believe that an alleged infringement has occurred.

### **6.3 Event Specific Terms and Conditions**

Tickets are issued subject to the TicketSource terms and conditions however each individual Event or Venue may include their own Terms and Conditions (if applicable), including age restrictions, refund and exchange policy, etc. If an Event or Venue has its own Terms and Conditions, they must be included within the booking process and / or be made available at the venue box office to be applicable.

### **6.4 Pricing Errors**

If the amount paid by the Customer for a ticket sold through TicketSource is grossly incorrect, regardless of whether because of an error in a price posted on this website or otherwise communicated to the Customer and regardless of whether caused by transactional malfunction of this web site or other TicketSource operated system or by human error on the part of the Event Organiser, then TicketSource will have the right to cancel that ticket (or the order for that ticket) and refund the Customer the amount that they paid.

## **7. PURCHASING TICKETS**

**7.1** TicketSource offers several options for customers to purchase your tickets (fees and charges apply, please refer to 4.1):

- Online at [www.ticketsource.co.uk](http://www.ticketsource.co.uk) which can also be linked to your own event website or Facebook page through a 'buy tickets' option.
- Offline bookings where you can process your own cash, cheque or complimentary tickets through the system.
- The TicketSource Telephone Box Office Service.

**7.2** The purchaser can purchase tickets via the Event Organiser's unique TicketSource URL or search the TicketSource sales site by Production Company or Amateur Society, Venue,

Location, Performance Name or Date to navigate to the specific Event in which they are interested. You may then specify:

- a) The venue section or price category in which they wish to buy seats.
- b) The quantity of seats they wish to buy.
- c) Where relevant, the position of those seats.

The site will then display the payment due for the seats specified. The purchaser will then be asked to select their preferred method of Payment and having entered and submitted Credit or Debit Card details, the TicketSource system will charge the Card Issuer the appropriate amount. On completion of the transaction, the chosen seats will be registered in the purchaser's name and they will be sent confirmation of purchase.

### **7.3 Order Confirmation**

Order confirmation will take the form of a summary web page at the end of the purchase sequence. This will be followed by an email dispatched to the Customer. Both contain details of the seats purchased and a unique purchase reference number, which acts as the Customer's proof of payment and may be used by the Event Organiser as an e-ticket.

If a Customer does not receive a confirmation number (in the form of a confirmation page or email) after submitting payment information, it is their responsibility to confirm with our Customer Service Department whether or not the order has been completed, as only the Customer may be aware of any problems that may occur during the purchase process. TicketSource will not be responsible for losses (monetary or otherwise) if a Customer assumes that an order was not placed because they failed to receive confirmation.

Any ticket-holder unable to present confirmation of purchase in the form of a print out of the email (or web-page equivalent) and valid identification indicating they are the individual named on the confirmation may not be admitted to the event in question, and will not receive a refund.

### **7.4 Dispatch of Tickets**

Tickets can be issued in three different formats:

- E-Tickets (emailed to the Customer immediately following the successful purchase of tickets and will need to be printed and presented at the venue).
- Tickets by text (a unique booking reference and barcode will be sent to the Customer's mobile phone which must be presented at the venue).
- Traditional tickets (sent to the Customer by post (time permitting) prior to the event).  
TicketSource will endeavour to dispatch traditional tickets within 72 hours of the booking. If the tickets have not arrived within five working days of the booking, Customers are advised to contact TicketSource.

Fees may apply to the delivery of tickets. Please refer to point 5.2.

## **8. EXCHANGES AND REFUNDS**

**8.1** The varying exchange and refund policies set forth by our Event Organisers prohibit TicketSource from issuing exchanges or refunds after a booking is placed. If a refund or exchange is requested by a Customer, the Customer is advised to contact the Event Organiser directly to process their request as per the Event or Venue's own exchange and refund policy. The booking fee is non-refundable if an Event Organiser processes the refund. The booking fee is only refundable if an event is cancelled or significantly changed (e.g. change of date, venue or headline act) and TicketSource will process these ticket refunds.

TicketSource does not permit exchanges for tickets to events staged by different Event Organisers.

### **8.2 Cancelling an Event**

If an Event is cancelled by the Event Organiser (i.e. a cancellation due to circumstances beyond TicketSource's control), TicketSource will refund the purchase price of a Customer's tickets including the booking administration fee, (but excluding any delivery charge or telephone service fee); whether that fee was originally presented as a separate item or was included within the stated face value of the ticket. Donations and Sundry Items will also be refunded in full.

Where TicketSource has been notified by the Event Organiser of an Event cancellation, we will use best endeavours to contact Customers either by email (using the details provided at the time of booking) advising them of the cancellation and initiating the refund process.

TicketSource is normally notified in advance of any pending Event cancellation by the Event Organiser. We then automatically initiate refunds to all tickets purchasers. Customers can also notify TicketSource directly if they discover than an event has been cancelled by emailing [cancellations@ticketsource.co.uk](mailto:cancellations@ticketsource.co.uk)

### **8.3 Event Postponed or Change of Venue**

If an Event is moved from its advertised venue and / or the date is changed, tickets already purchased may remain valid should the Customer wish to attend the revised Event. If not, TicketSource will refund the purchase price of a Customer's tickets including our booking administration fee, (but excluding any delivery charge); whether that fee was originally presented as a separate item or was included within the stated face value of the ticket. Customers must contact TicketSource no later than the Monday following the event's revised date.

### **8.4 Significant Change to Event Line-up**

Should the headline artist not appear or if the line up or content is substantially changed from that advertised at the time of purchase, then TicketSource will on request refund the purchase price of a Customer's tickets including our booking administration fee, (but excluding any delivery charge); whether that fee was originally presented as a separate item or was included within the stated face value of the ticket. Customers must contact us as soon as possible and no later than the Monday following the event's stated date.

### **8.5 Refunds requested after the Transfer of Funds**

Customers are required to contact TicketSource no later than the Monday following the event to request refunds due to a postponed event, change of venue or significant change to event or line-up. Refunds can then be processed prior to the transfer of ticket income to the Event Organiser. TicketSource will not be able to process refunds after the Monday following the event unless the refund is due to an event cancellation that we have retained funds to cover all ticket refunds.

If customers request refunds of their tickets after ticket income has been transferred to the Event Organiser, the responsibility for the refund will lie with the Event Organiser and all enquiries will be directed to the Event Organiser. TicketSource will not be liable for any refunds once the process to transfer ticket income to the Event Organiser has commenced.

## **9. REFERRAL SCHEME**

The referral scheme provides a cash incentive to Event Organisers to introduce new users to TicketSource. TicketSource will pay the introducing Event Organiser 10% of every booking fee we earn from introduced users. If a ticket is refunded or an event is cancelled, no referral payment will be applicable. The referral payment will be made to the Event Organiser on a quarterly basis for amounts over £10.00. Where a referral payment is less than £10.00, the monies due will accrue until the minimum payment amount is reached.

Event Organisers cannot self-refer (i.e. refer a new TicketSource account where the new account is within the same local organisation or the introducing Event Organiser has an active

involvement in the newly signed up organisation). TicketSource reserves the right to cancel a referral if self-referral is suspected.

If a new sign-up fails to add the referral link during the registration process, TicketSource can apply the referral up to seven days from the account being created providing an introduction can be evidenced.

## **10. CUSTOMER DATA**

**10.1** In respect of any personal data (as defined in the Data Protection Act 1998) the Event Organiser is responsible to ensure that they comply with the Act and continue to comply with any future amendments to the Act and any guidance notes or guidelines issued by the Information Commission.

Subject to all applicable data protection legislation and the terms of our Privacy Policy, all Customer personal data generated in connection to your Event shall be owned jointly by TicketSource and the Event Organiser and / or their Organisation and, subject to any relevant consents being granted by the Customer under the 1988 Act, each party shall be entitled to use such Customer data in whatever manner it sees fit.

## **11. BARCODE SCANNERS, TICKET STOCK AND TICKET PRINTERS**

**11.1** Barcode Scanners and ticket stock for the Dymo LabelWriter and Citizen CL series printers can be purchased via the TicketSource website. Barcode scanners purchased via TicketSource will hold a warranty of 90 days from the date of dispatch.

If an Event Organiser purchases barcode scanners, ticket stock or ticket printers from other suppliers, it is the responsibility of the Event Organiser to ensure they are purchasing compatible items that will work with the TicketSource system. TicketSource will not be held liable for items purchased from a third party that are not compatible with the system.

## **11. BARCODE SCANNERS, TICKET STOCK AND TICKET PRINTERS**

**11.1** Barcode Scanners and ticket stock for the Dymo LabelWriter and Citizen CL series printers can be purchased via the TicketSource website. Barcode scanners purchased via TicketSource will hold a warranty of 90 days from the date of dispatch.

If an Event Organiser purchases barcode scanners, ticket stock or ticket printers from other suppliers, it is the responsibility of the Event Organiser to ensure they are purchasing compatible items that will work with the TicketSource system. TicketSource will not be held liable for items purchased from a third party that are not compatible with the system.

## **12. DISCLAIMER**

**12.1** The site and its content are delivered on an “as-is” and “as-available” basis. TicketSource disclaims all warranties, express or implied, including also any implied warranties of merchantability and fitness for a particular purpose.

TicketSource does not promise that the site will be error-free, uninterrupted, or that it will provide specific results from use of the site or any content, search or link on it.

TicketSource cannot ensure that files you download from the site will be free of viruses or contamination or destructive features.

TicketSource will not be liable for any damages of any kind arising from the use of this site, including without limitation, direct, indirect, incidental and punitive and consequential damage. TicketSource makes no guarantee of any specific result from use of this site or use of the TicketSource service.

## **13. LIMITATION OF LIABILITY**

**13.1** Whilst we endeavour to ensure that the website is fully operational at all times, on those occasions when there are interruptions to service due to essential maintenance, system upgrades, internet service interruptions or any other factors beyond our control, TicketSource will not be liable for any indirect, consequential, exemplary, incidental, special or punitive damages,

or for lost profits, revenues or business opportunities, even if TicketSource has been advised of the possibility of such damages.

In no event shall TicketSource be liable for any indirect or consequential loss or any loss (whether incurred directly or indirectly) of profit, business, revenue, date, goodwill or reputation.

TicketSource disclaims any and all liability for the acts, omissions and conduct of any third party users, TicketSource users, advertisers and / or sponsors on the site, in connection with the TicketSource service or otherwise related to your use of the site and /or the TicketSource service. TicketSource is not responsible for the products, services, actions or failure to act of any venue, performer, promoter or other third party in connection with or reference on the site.

Notwithstanding the foregoing, nothing in the Agreement shall be taken to limit or exclude any liability which TicketSource may have for (i) death or personal injury arising from TicketSource negligence; (ii) fraudulent misrepresentation; or (iii) any liability that cannot be excluded or restricted by law.

#### **14. INDEMNITY**

**14.1** You shall indemnify TicketSource, defend and hold harmless TicketSource and TicketSource affiliated or related companies and their respective joint ventures, successors, assigns, directors, officers, employees and agents and shall keep each of them fully and effectively indemnified against any and all losses, imposed on, incurred by or asserted against them arising from:

- a) any breach of the Agreement or breach of warranty by the Event Organiser of the acts or omissions of the Event Organiser, your employees, sub-contractors or agents;
- b) any Event or Venue (other than and to the extent that any losses arise directly from breach of this Agreement by TicketSource or our negligence);
- c) any breach of copyright or privacy laws or any other applicable law;
- d) any advertisement, marketing or promotion (other than any material produced by TicketSource), including without limitation the production and placement of fly-posters.

#### **15. TRADEMARKS**

TicketSource, the website and design are registered trademarks of TicketSource Ltd. All rights reserved.

#### **16. CUSTOMER PURCHASE POLICY**

Our goal at TicketSource is to make the experience of purchasing tickets efficient and straight forward. Please refer to our [Customer Purchase Policy](#) for full details.

#### **17. PRIVACY POLICY**

TicketSource believe that the privacy of all our Users (both Customers and Event Organisers) is important. Please refer to our [Privacy Policy](#) for full details.

#### **18. CUSTOMER COMMITMENT STATEMENT**

Our staff are committed to promoting the visions and values of our company and to delivering high standards of customer service. Please refer to our [Customer Commitment Statement](#) for full details