

## Secure Ticket Terms and Conditions

### When do these terms and conditions apply?

These terms and conditions only apply if you have purchased a Secure Ticket. When you do that, your agreement with us is set out in the terms and conditions set out below in addition to the standard Terms and Conditions (available at <https://moshtix.com.au/v2/termsandconditions> for Australia or <https://moshtix.co.nz/v2/termsandconditions> for New Zealand ) and any applicable event specific terms, which together form one agreement.

Nothing in these terms and conditions limits your rights under consumer law. For all refund claims pursuant to your rights under consumer law, the standard Terms and Conditions or any applicable event specific terms, contact Moshtix directly.

### Enhanced refund entitlement

**You** will be provided with a refund of the cost of any unused **booking** if **you** are unable to attend the **booked event** due to any of the circumstances set out below in the section "What will we refund?".

### Who administers my request for a refund?

Your contract is with **us** and **we** are responsible for providing **you** with a refund where required under these terms and conditions. However, Booking Protect has been engaged by **us** to administer all refunds under these terms and conditions.

### Definitions

The following words or phrases have the meaning shown below wherever they appear in **bold** in this document.

**You/Your/Yourself** – A person who has made a **booking** alone or as part of a **group** with **us**.

**Doctor** – A qualified medical practitioner registered with a recognised professional body. A doctor cannot be **you** or a member of **your immediate family**.

**Emergency services** – The Police, Fire and Rescue Service or Emergency Medical Services.

**Booking/Booked event** – The pre-planned and pre-booked service(s)/event(s)/ticket(s) including booking and service fees transacted with **us** by **you**.

**Group** – Any number of people who have made a **booking** with **us** by purchasing a **ticket** in the same transaction as the purchase of **your ticket**.

**Illness** – A physical or mental condition confirmed by a **doctor** that prevents **you** from attending the **booked event**.

**Immediate family** – Your husband, wife, partner, civil partner, parent, child, brother or sister.

**Injury** – A bodily injury confirmed by a **doctor** that prevents **you** from attending the **booked event**.

**Public transport network** – Any mode of public transport other than public hire taxis licensed for public use on which **you** had planned to travel to a **booked event**.

**Ticket** – An authorised Secure Ticket that was purchased from **us** for a **booked event**.

**We/us/our** – The ticketing agent with whom **you** made the **booking**.

### What will we refund?

**We** will refund the cost of **your booking** if **you** are unable to attend a **booked event** due to:

- unexpected disruption of the **public transport network** **you** could not have reasonably known about before the date of the **booked event**;
- an **injury**, or an **illness** affecting **you** or a member of **your immediate family**;
- death happening to **you** at any time before the **booked event** or a member of **your immediate family** within a 4 week period prior to the **booked event**;
- the mechanical breakdown, accident, fire or theft en route of a private vehicle taking **you** to the **booked event**;

- jury service which **you** were unaware of at the time of the **booking**;
- burglary or fire at **your** residence in the 48 hours immediately before the **booked event** that required the attendance of the **emergency services**;
- **you** being summoned to appear at court proceedings as a witness which **you** were unaware of at the time of **booking**;
- **you** being a member of the armed forces and being posted overseas unexpectedly;
- adverse weather including snow, frost, fog or storm where the Police services or other Government agency have issued warnings not to travel. **You** must provide confirmation of relevant road closures from the Police or the relevant Government agency;
- **you** being relocated permanently for work by **your** employer at the time of **booking** more than 160 kilometres from the **booked event** which **you** were unaware of at the time of **booking** or **you** are unexpectedly made compulsory redundant.

## What will we not refund?

Unless required by law, or pursuant to our standard Terms and Conditions or any applicable event specific terms (in which case you should contact Moshtix directly), **we** will not provide a refund where:

- **you** cannot provide a **doctor's** report for **injury** or **illness**;
- **you** cannot return all unused **tickets** or vouchers forming part of the **booking** where requested to do so;
- **your** sole reason for not attending is due to another person no longer being able to attend for any reason (other than a member of **your immediate family** in the circumstances described above);
- **you** are unable to attend a **booked event** because you are unable to obtain a visa to travel;
- the **booked event** is cancelled, abandoned, postponed, curtailed or relocated (but noting that in some limited circumstances you may be separately entitled to a refund under our standard Terms and Conditions, any applicable event specific terms or applicable law, in which case you should contact Moshtix directly);
- **you** decide not to attend a **booked event** other than for a reason included within the "What will we refund?" section of these terms and conditions;
- **you** are prevented from travelling to a **booked event** due to disruption of the **public transport network** which is public knowledge prior to the **booked event**;
- **you** are being relocated temporarily for work by **your** employer at the time of **booking** or you have applied for relocation more than 160 kilometres from the **booked event**;
- in **our** reasonable opinion, **you** did not allow sufficient time to travel to a **booked event**;
- **you** carry out a criminal act which prevents **you** attending a **booked event**;
- **you** are prevented from travelling to a **booked event** due to an outbreak of a contagious disease and the Government or any agency acting on behalf of the Government has imposed a ban on travel;
- **you** make a false or fraudulent refund application or support a refund application by false or fraudulent document, device or statement;
- **you** were unable to attend the **booked event** for a reason described in these terms and conditions that:
  - a) was known to you, or
  - b) might reasonably have been expected to arise from any facts, matters or circumstances known to you, at the time you booked **your ticket**; or
- **you** submit your refund request more than 45 days after the **booked event**.

**We** will not pay for travelling or associated expenses (unless travel costs are included as part of the total booking price), or any loss other than the purchase price, including booking fee, of the **booked event**.

**We** will not pay any consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolutions, insurrection, military or usurped power, riot, civil commotion, strikes, lockout, terrorism,

malicious intent or vandalism, confiscation or nationalisation of or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

**We** will not pay any costs **you** incur in submitting or providing evidence to support **your** refund application.

## General Conditions

- a) **you** must make all necessary arrangements to arrive at the event on time.
- b) **you** must take all reasonable precautions to prevent or reduce any request for a refund.
- c) unless **we** agree otherwise:
  - i) the language of this document and all communications relating to it will be English; and
  - ii) all aspects of the contract, including negotiation and performance, are subject to:
    - A. **for purchases made on moshtix.com.au:** Australian laws and the decisions of Australian courts; or
    - B. **for purchases made on moshtix.co.nz:** New Zealand laws and the decisions of New Zealand courts.

## Requesting a Refund

To request a refund under these terms and conditions **you** must log into [www.bookingprotect.com](http://www.bookingprotect.com) and fill in and submit the Refund Application Form as soon as possible after becoming aware of circumstances that may lead **you** to request a refund but no more than 45 days after the **booked event**.

**You** will be asked to provide at **your** own expense the following within 45 days of registering your refund application:

- the original unused **tickets** and vouchers for all parts of the **booking**;
- a **doctor's** report where **your** refund request is for **injury** or **illness** or a death certificate where **your** refund request is for death;
- an official notice from the transport service provider in the event of delay, cancellation, mechanical breakdown or accident in relation to the **public transport network**;
- for the breakdown of a private vehicle, a vehicle recovery service report (NRMA, RACV, NZAA or equivalent), copy of garage repair bill or parts receipt;
- in the event of **you** being summoned for jury duty, the original jury invitation inviting **you** to be a juror;
- in the event of a burglary the police report with crime reference number;
- in the event of **you** being summoned to appear in court as a witness, the original witness summons requesting **you** to appear in court;
- a copy of a valid visa permitting **your** travel to the **booked event**, if applicable;
- confirmation of relevant road closures from the police or the relevant Government agency if requesting a refund due to an official weather warning being issued;
- any additional evidence that **we** reasonably ask for.