Ticket Terms and Conditions for the

Nitro Circus Live Australian Next Level Tour 2018.

You, the ticket purchaser and/or ticket bearer ("you") agree with Nitro Circus Touring Australia Pty Ltd ("the Seller") to the following terms and conditions in relation to the Nitro Circus Live Australian Next Level Tour 2018 show to which this ticket applies ("the Event"):

- 1. The Event (if outdoor) may be postponed to the following day in whole or part if necessary, at a time determined by the Seller, due to adverse weather or other adverse conditions as deemed by the Seller. Any such postponement will be notified. In this case, your ticket will be valid for the postponed date and you will not be entitled to a refund. Please keep your ticket. Please check www.nitrocircus.com for weather updates.
- 2. There are no transfers, exchanges or refunds on ticket prices, booking or courier fees except as required by law. The Seller's liability is limited to refunding the ticket price where the Event is cancelled in full and not postponed. To receive a refund, you must within 30 days of the Event, e-mail the ticket with your details to the relevant ticketing agent for the Event. Any booking fee is not refunded where the Event is cancelled and not rescheduled, except where required by law.
- 3. The ticket purchaser agrees to accept responsibility for ensuring this ticket is not copied and/or used fraudulently.
- 4. Where concessions are applicable, suitable and valid identification must be provided at the venue.
- 5. The Seller may add, withdraw, reschedule or substitute riders and performers, advertised events or performances. The Seller may also interrupt, shorten, bring forward, delay or stop the Event due to circumstances beyond its control.
- 6. The following items are prohibited from the Event still cameras of professional quality as determined by Seller, video or movie cameras, audio and/or video recorders, banners, goods intended for sale and/or any item which may injure or annoy other persons or hamper/impede the conduct of the Event including chairs, umbrellas, platforms or anything that can be used to erect platforms or obstruct the view of patrons.
- 7. You understand that the Event may be filmed or photographed and that by your attendance at the Event you are automatically granting to the Seller and its agents and assigns without compensation the irrevocable right to include your image, voice and/or likeness in or out of context in any such film or photograph and to use and exploit the same in any media for any purpose throughout the world in perpetuity.
- 8. You must comply with all signs, instructions and directions regulating the Event, with all directions of all police, security personnel and officials and with all conditions of entry applicable to the Event venue.
- 9. You consent to and will permit the search and inspection of your person and/or possessions (including clothing and bags) at any time, including upon entry into the venue.
- 10. The right of admission is reserved and is subject to the rules relating to the venue. No food or beverage (other than for infants or medical reasons), unsealed drink containers, eskis or glass receptacles may be taken into the venue. No gang colours, patches or other items that signify gang membership may be displayed at the Event. No illegal substances or weapons of any nature may be brought into the venue. No animals may be brought into the venue (other than Guide dogs/Seeing Eye dogs).
- 11. Entry may be refused and no refund given if tickets are damaged or defaced in any way. Tickets are void if on-sold, traded, scalped, used in connection with any unauthorised promotion, competition or giveaway, used to artificially inflate the value of another item and/or are not purchased directly from the designated ticketing agent for the Event.

- 12. You release and indemnify the Seller against any loss, damage, claim or demand (whether personal injury, death or property damage) suffered by you or the Seller (and its officers, employees, contractors, agents, licensees and assignees), or any third party which occurs as a result (directly or indirectly) of your acts or omissions (whether negligent or otherwise) or your non-compliance with these terms and conditions.
- 13. The stunts performed in the Event are dangerous. It is a condition of your entry into the venue that to the fullest extent permitted by law you release and indemnify the Seller (and its officers, employees, contractors, agents, licensees and assignees) and the venue from any loss, damage, claim or demand arising as a consequence of your attendance at the Event.
- 14. You are reminded that it is your responsibility to proceed to and from the venue safely and exercising all due care. To the fullest extent permitted by law, the Seller accepts no liability for any loss, damage, death or injury arising from your journey to and from the venue or from the parking of vehicles at or near the venue.
- 15. Failure to comply with these terms and conditions may result in refusal of entry to the Event venue or removal from the Event venue.

Nitro Circus Live Australian Next Level Tour 2018 Important Ticket Information

The stunts performed in Nitro Circus Live are amongst the most dangerous in the world. When athletes are attempting insane stunts 40 feet in the air over a 75 foot gap, the weather conditions have to be perfect as the onset of rain, dew, wind or other factors could be fatal.

That's why we reserve the day after the originally scheduled show date in case we need to reschedule. When you buy your ticket, please check our website or ask your seller for the date of the reserve day for the show you are interested in and, when you buy, make sure that you are available on the next day too in case we have to use it for a rescheduled show. If we do, there are no refunds.

For Nitro Circus' full terms and conditions and our refund policy, please <u>click here</u> or go to <u>www.nitrocircus.com</u> or ask your seller for a copy. Terms and conditions are also printed on the ticket.

By proceeding with the purchase, you are agreeing to Nitro Circus' $\underline{\mathsf{Terms}}\ \&\ \underline{\mathsf{Conditions}}\ \mathsf{including}\ \mathsf{the}\ \mathsf{reserve}\ \mathsf{day}\ \mathsf{policy}.$

Thanks for reading and enjoy the most spectacular show you'll ever witness!