

SUMMARY

For those who find reading through the full terms and conditions too boring to contemplate, there is a quick run down of the salient points in the text below. Just be aware that it is the full terms and conditions that apply to ordering a ticket and not the following summary. The summary is provided solely for your convenience and to help you grasp some key points. Some key points are as follows:-

- Tickets to events can be ordered through our website. All tickets will be either e-tickets as defined in the terms and conditions or will need to be collected from a Cosmic Corner store. The sale price for tickets may include a booking fee, credit card surcharge, handling fee, additional services charges and GST although some or all of these fees may be shown separately.
- You must abide by the rules and policies of the promoter and of the venue where the event is located.
- All ticket orders are subject to availability and if an event is cancelled Cosmic Ticketing will provide a refund unless the promoter has been paid (unlikely) and Cosmic Ticketing cannot obtain a refund. Credit card surcharges are non-refundable.
- All sales are final and there are no refunds, exchanges or cancellations.
- Cosmic Ticketing is not responsible for any default by the promoter or any other party and is not liable for any losses incurred by you as a result of such default.
- Cosmic Ticketing will keep all information you supply secure and such information will only be used for the purposes for which it is supplied and as set out in the terms and conditions.

COSMIC CORNER TERMS AND CONDITIONS

These terms and conditions apply to the use of the **website**.

1 Definitions

“**Cosmic Corner**” and “**Cosmic Ticketing**” means Cosmic Corner Limited the owner of the **website**

“**e-tickets**” means tickets transmitted by the **website** to your web browser or ticketing information sent directly to the **promoter** for ticket entry at the door

“**event**” means any event, concert or other promotions for which **tickets** are being sold through the **website**

“**GST**” means goods and services tax

“**promoter**” means the person or legal entity putting on or promoting the **event**

“**tickets**” means tickets for **events** sold through the online sales part of the **website**

“**website**” means www.cosmiccorner.co.nz and/or cosmicticketing.co.nz

“**you**” and “**your**” means any person, persons or legal entity who uses the **website** to buy **tickets**

2 Acceptance of Terms

- 2.1 These terms and conditions govern the sale of tickets through the **website**. By purchasing tickets on line from the **website** you agree to be bound by these terms and conditions.
- 2.2 These terms and conditions are to be read together with any other policies and conditions on the **website** and with any terms and conditions that may be printed on the **tickets** or displayed at the venue for the **event**.
- 2.3 **You** acknowledge that **Cosmic Corner** acts as an agent for the **promoter** and the **tickets** are sold subject to any rights the **promoter** reserves.

3 Services Provided by the website

- 3.1 The **website** provides the following services:-
- 3.1.1 The sale of **tickets** at a specified price. The specified price may include GST and may include any surcharge, handling fee, booking fee, credit card surcharge or additional service charges, although these fees may be shown separately.
- 3.1.2 The **tickets** will be supplied either by **e-ticket** or will be required to be collected from any **Cosmic Corner** store or other authorised outlet. **e-tickets** sent to your web browser will be bar coded and where **e-tickets** are sent directly to the **promoter you** will be required to provide photo ID as proof of purchase.

4 Behaviour policy and promoter policy

- 4.1 **You** agree to abide by all rules and policies of the **promoter** and of the venue where the **event** is located. Should **you** be ejected from the **event** for failure to abide by any rules or policies, **you** shall be subject to all applicable fines and legal or other expenses associated with the ejection.
- 4.2 Some **events** may have age restrictions and it is **your** responsibility to determine prior to the purchase of **tickets** whether such policies or disclaimers exist. **Cosmic Ticketing** is not liable for refusal of admittance based on any type of restriction nor is **Cosmic Ticketing** liable for any **event** that may contain content that shocks, offends, frightens, angers or traumatises **you** or any person **you** have purchased **tickets** for.

5 Ticket availability and rescheduling

- 5.1 All **ticket** orders are subject to availability. **Cosmic Ticketing** reserves the right to cancel an order at any time if **tickets** are no longer available at the price advertised or if the **event** is sold out, cancelled or rescheduled.
- 5.2 If an **event** is cancelled for any reason, **Cosmic Ticketing** will provide a full refund for the amount paid for the **tickets** providing **Cosmic Ticketing** can obtain a refund from the **promoter** (if the **promoter** has been paid for the **tickets**). If the **promoter** has been paid in full or part for the **tickets** sold and **Cosmic Ticketing** cannot obtain a full refund from the **promoter** then **Cosmic Ticketing** will pro rata refunds to ticket holders. Credit card surcharges are non-refundable as may be booking and other handling fees. To obtain a refund **tickets** must be returned to a **Cosmic Corner** outlet or contact **Cosmic Ticketing** tickets@cosmiccorner.co.nz for detailed instructions on how to obtain a refund. All refunds

requests for cancelled **events** must be made within fifteen days from the date of cancellation of the **event**.

- 5.3 **Cosmic Ticketing** has no obligation to refund incidental expenses that **you** may have incurred due to the cancellation of the **event** such as transportation or accommodation expenses. **Cosmic Ticketing** assumes no responsibility for the action of any **promoter**.
- 5.4 If an **event** is postponed or rescheduled then refunds or exchanges will not be available unless specifically agreed to by the **promoter**. **Cosmic Ticketing** is not responsible for any incidental expenses, inconvenience or costs incurred by **you** as a result of a reschedule or postponed **event**.
- 5.5 Except as provided for above there are no refunds, exchanges or cancellations for any **tickets** once your order has been submitted to **Cosmic Ticketing**. There will be no refund for lost or stolen or damaged **tickets**.

6 Risk and limitation of liability

- 6.1 **Cosmic Ticketing** makes no assurances that the **website** will be error free, uninterrupted or provide specific results from use of the **website** or a link from the **website**. **Cosmic Ticketing** makes no assurances that user access or downloads from the **website** will be free of viruses or contamination or destructive features. **Cosmic Ticketing** disclaims all warranties express or implied including all warranties of merchantability and fitness for a particular purpose to the maximum extent permitted by law. **Cosmic Ticketing** has no liability for any damages of any kind arising from **your** use of the **website**.
- 6.2 **Cosmic Ticketing** disclaims any and all liability for the acts, omissions and conduct by **you**, any third party users, advertisers and/or sponsors on the **website**. **Cosmic Ticketing** is not responsible for the products, services, actions or failure to act by any **promoter**, performer, the venue at which the **event** is held or other third party.
- 6.3 **You** agree to indemnify and hold **Cosmic Ticketing**, its officers agents and other partners and employees harmless from any loss, liability, claim or demand including legal fees on a solicitor/client basis made by any third party due to or arising out of **your** use of the **website**, including **your** use of the **website** to provide a link to another website.
- 6.4 **Cosmic Ticketing** is not liable to **you** for any direct, indirect, consequential, exemplary, incidental special or punitive damages including lost profits to the maximum extent permitted by law resulting from **your** use of the **website**. **You** also agree that the maximum available remedy to any successful claim is a refund of the amount paid by **you** in placing an order for a **ticket** or **tickets** on the **website**.

7 Warranties and breach

- 7.1 **You** warrants and represents as follows:-
- 7.1.1 All information **you** provide to the **website** is accurate and not misleading in any way.
- 7.1.2 **You** will not use the **website** in any way that constitutes a criminal offence or gives rise to any civil liability in any way.

7.1.3 **You** will not upload any data or computer code which may damage, destroy, alter or limit the functionality of the **website**.

7.1.4 **You** are the authorised user of the credit card and have authority to enter the credit card number, expiration date and security codes and address details at the time you place your order for **tickets**.

7.1.5 **You** are not ordering the **tickets** for any illegal purpose such as for resale where such actions are prohibited. **You** have capacity to enter into an agreement with **Cosmic Ticketing** and the **promoter**. **You** further acknowledge that by ordering **tickets** from the **website** you agree to be bound by these terms and conditions.

7.2 **Cosmic Ticketing** reserves the right to decline to process or to terminate **your** order for breach of these terms and conditions or for any reason where **Cosmic Ticketing** entirely in its own opinion considers processing your **order** is detrimental to the **website**, **Cosmic Corner** or the **promoter**.

8 Alteration to website and these terms and conditions

8.1 **Cosmic Ticketing** reserves the right to alter the **website** at any time including its discontinuance or removal. **Cosmic Ticketing** may alter these terms and conditions at any time in which case such altered terms and conditions will be shown on the **website**.

9 Links to other websites

9.1 The **website** may reference or link to third party websites. **Cosmic Ticketing** has no control over these sites or the content within them and does not and cannot guarantee, represent or warrant that the content contained in those websites are accurate, legal and/or inoffensive. **Cosmic Ticketing** does not endorse the content of any third party website nor warrant that they will not contain viruses or otherwise impact your computer system. **Cosmic Ticketing** is not liable for any damages or losses whatsoever resulting from you using the **website** to obtain a link to another website.

10 Governing Law

10.1 These terms and conditions shall be governed by and construed in accordance with the laws of New Zealand. **You** agree to submit to the non-exclusive jurisdiction of the High Court of New Zealand.

10.2 All references to currency on the **website** are in New Zealand dollars unless specifically stated otherwise.

11 Entire Agreement

11.1 This Agreement constitutes the entire agreement between **you** and **Cosmic Ticketing** with respect to the **your** use of the **website**.

12 Intellectual Property

12.1 **Cosmic Ticketing** (together with its licensors and suppliers) owns all proprietary and intellectual property rights in the **website** including text, graphics, logos and icons and the software and software code relating to the **website**. **You** must not without **Cosmic**

Ticketing's written consent use, adapt, reproduce, copy, store, distribute, print, display or publish any part of the **website**.

13 Force Majeure

- 13.1 **Cosmic Ticketing** shall not be deemed in default or otherwise liable under these terms and conditions or in any way due to its inability to perform its obligations by reason of any fire, earthquake, flood, substantial snow storm, epidemic, accident, explosion, casualty, strike, lock out, industrial dispute, riot, civil disturbance, act of war or terrorism or act of God of any failure to delay for any cause not under **Cosmic Ticketing's** control.

14 Security

- 14.1 **Cosmic Corner** takes all reasonable precautions to protect any information **you** provide to the **website**.
- 14.2 Sensitive information such as credit card data is encrypted using a 128bit Thawte Secure Socket Layer. **You** should be able to verify that the information **you** transmit to the **website** is secure by looking for a closed lock icon on **your** web browser.

15 Privacy

- 15.1 Any private information **you** send to the **website** is protected by law pursuant to the Privacy Act 1993.
- 15.2 Private information **you** provide to us will be used for the purpose of providing **tickets** and will not be disclosed to any third party other than as necessary to book and transmit the **tickets** unless **Cosmic Corner** is required to by law.
- 15.3 Information **you** provide may be used for verification purposes for the prevention of fraud. **Cosmic Corner** may also use **your** personal information for the purpose of marketing information back to **you** about the services provided by the **website** and by **Cosmic Corner**.