

## **ONLINE TERMS AND CONDITIONS**

### **1. Your Acceptance of Terms and Conditions**

The sonymusic.com.au network of websites (including sonymusic.com.au and the related websites which contain a direct link through to these terms and conditions)("SONY MUSIC Sites") is owned and operated by SONY MUSIC ENTERTAINMENT AUSTRALIA PTY LTD ("SONY MUSIC"). Your access to the SONY MUSIC Sites is conditional upon your acceptance of, agreement to and compliance with the terms, conditions, notices and disclaimers, including the SONY MUSIC Online Privacy Policy, contained here and elsewhere on the SONY MUSIC Sites (together, the "Terms and Conditions"). Your use of and access to the SONY MUSIC Sites constitute your agreement to the Terms and Conditions. SONY MUSIC reserves the right to amend, update or change the Terms and Conditions at any time without prior notice and you should periodically refer to them.

### **2. Intellectual Property in Content on SONY MUSIC Sites**

The content of the SONY MUSIC Sites (including copyright works, text, material, software, images, graphics, advertisements, databases, sound recordings, cinematograph films, animation, downloads, e-cards, streaming audio and streaming video) (together, "Content") is copyright © SONY MUSIC ENTERTAINMENT AUSTRALIA PTY LTD and/or its licensors. All Rights Reserved. You must not modify, adapt, copy, reproduce, decompile, communicate, transmit, make available, broadcast, perform, store, republish, print, commercialise, frame, upload or otherwise distribute the Content in any way except as expressly permitted on the SONY MUSIC Sites. Provided that you keep all Content intact and in the same form as made available by SONY MUSIC on the SONY MUSIC Sites, you may, using an industry-standard web browser, temporarily download and view the Content for your personal, non-commercial use but only in the course of browsing the SONY MUSIC Sites. Otherwise no part of the content of this site may be reproduced in any form without the written consent of SONY MUSIC. All rights not expressly granted are reserved by SONY MUSIC. The Content has been carefully compiled from sources believed to be reliable, but all Content is provided on the basis that SONY MUSIC does not warrant or guarantee and accepts no responsibility for the accuracy or completeness from time to time of any Content for any purpose. Subject to any statutory provisions which may not be excluded by law, SONY MUSIC will not be held liable for any damages whatsoever resulting from any action arising in connection with the use of any Content or its publication, including any action for copyright infringement, trade mark infringement or defamation.

### **3. Trade Marks**

You must not use any of SONY MUSIC's trade marks, including: Arista Records, BMG Classics, BMG Heritage, BMG International Companies, Columbia Records, Epic Records, J Records, Jive Records, LaFace Records, Legacy Recordings, Provident Music Group, RCA Records, RCA Victor Group, RLG - Nashville, Sony Classical, Sony Music International, Sony Music Nashville, Sony Wonder, Sony Urban Music, So So Def Records, Verity Records.

### **4. User Licence and Consent**

By submitting, posting or placing any information or other material on the SONY MUSIC Sites (together, "Material") or accessing the SONY MUSIC Sites, you grant to SONY MUSIC a perpetual, royalty-free, non-exclusive, irrevocable, unrestricted, worldwide licence to do the following in respect of the Material:

- use, copy, reproduce, adapt, communicate, transmit, broadcast make available, publish, print, publicly perform or display; and

- sublicense to any person the unrestricted right to exercise any of these rights.

You warrant that the Material and its use does not infringe any copyright, trade mark, patent, design, privacy, confidentiality or any right of any party or any law. You indemnify SONY MUSIC and any of its assignees or licensees from any claim, liability, loss or damage arising in respect of your breach or alleged breach of this warranty. You will procure that any author of Material, unconditionally and irrevocably, to the fullest extent permitted by law (i) waives in favour of SONY MUSIC and its licensees and their assigns all of the author's moral rights; and (ii) consents to any and all acts or omissions of SONY MUSIC and its Licensees and their assigns which would, but for this consent, infringe any of the author's moral rights, in relation to all forms of works and other copyright subject matter (both existing and future) howsoever arising anywhere in the world in connection with the Material and its use. Where the law requires SONY MUSIC and its Licensees and their assigns to specify acts or omissions (or specified classes or types of acts or omissions) to which the author consents, you will procure the author's consent to the following with respect to the Material: (a) alteration of size, colour and shape; (b) editing and adaptation, including use with other materials and the overlay or superimposition of other materials; (c) digitisation, including communication to the public; and (d) non-attribution of the author. If SONY MUSIC requests, you shall execute and deliver to SONY MUSIC any instruments or documents which SONY MUSIC believes are required to carry out any licence, waiver or consent. Any personal information collected on the SONY MUSIC Sites will be handled in accordance with the SONY MUSIC Online Privacy Policy.

#### **5. Use of SONY MUSIC Sites**

The SONY MUSIC Sites may contain one or more bulletin board, chat forum or other communication facility ("Forum"). By using and accessing the SONY MUSIC Sites or a Forum, you agree that you will not do any of the following:

- post, communicate or transmit any unlawful, criminal, threatening, abusive, defamatory, libellous, contemptuous, obscene, vulgar, pornographic, profane or indecent Material;
- post, communicate or transmit Material which violates or infringes the rights of any other person or party or infringes any law;
- inhibit or restrict any other user from using the SONY MUSIC Sites;
- interfere with the computer systems which support the SONY MUSIC Sites; overload a service; engage in a denial-of-service attack; or attempt to disable a host;
- post, communicate or transmit any file which contains viruses, worms, "Trojan horses" or any other harmful, contaminating or destructive features;
- access or attempt to access information resources you are not authorised to use;
- impersonate or falsely represent your association with any person or organisation;
- attempt to modify, adapt, translate, sell, reverse engineer, decompile or disassemble any portion of a SONY MUSIC Site, including the use of automated tools;
- post, communicate or transmit or use any material of any kind for commercial purposes, or which contains any promotional material or advertising;
- delete, circumvent or alter any author attribution, legal notices, rights management information or technological protection measures; or
- post, download or communicate any file or material posted by another user of a SONY MUSIC Site if you know, or reasonably ought to know, that the file or material cannot legally be downloaded or communicated in that manner.

It is your sole responsibility to be aware of the lawfulness of the Material. You acknowledge that all Forum communications are public and not private communications. SONY MUSIC reserves the right to cooperate fully with any law enforcement authority in any jurisdiction in respect of any lawful direction or request to disclose the identity or other information in respect of anyone (including you) posting material which violate or allegedly violate any law. SONY MUSIC reserves the right to remove without prior notice any posting of Material for

any reason in SONY MUSIC's absolute and sole discretion but is not obliged to do so. You agree and acknowledge that:

- SONY MUSIC is not responsible for any content or material in any Forum (including, without limitation, any information, comments and/or advice of any individual or party referred to as a guest or expert whose statements on a Forum are their own);
- SONY MUSIC does not authorise or endorse the comments or material of users of a SONY MUSIC Site or Forum.
- SONY MUSIC may use your personal information that is collected on a SONY MUSIC Site or Forum for the purposes specified in these Terms and Conditions and will handle this personal information in accordance with the SONY MUSIC Online Privacy Policy.

Complaints and comments regarding potentially prohibited material on a Forum should be submitted via our [email address](#)

#### **6. Linking to SONY MUSIC Sites**

You must not link to any SONY MUSIC Site without first obtaining the prior written consent of SONY MUSIC and such consent must be signed by SONY MUSIC's General Manager of Business Affairs to be valid.

#### **7. Third Party Websites**

SONY MUSIC Sites may contain links or references to Internet websites operated by third parties ("Third Party Sites"). SONY MUSIC provides these links as a courtesy and this should not be interpreted in any way as an endorsement of any Third Party Site. Third Party Sites are not under the control of SONY MUSIC and SONY MUSIC is not responsible for the content of any Third Party Site. SONY MUSIC makes no representations or warranties and accepts no responsibility for the accuracy, completeness, content or use of the information accessible from Third Party Sites.

#### **8. Termination**

These Terms and Conditions are effective until terminated by SONY MUSIC and SONY MUSIC may terminate this agreement and/or your access or membership to the SONY MUSIC Sites at any time without prior notice to you. In the event that SONY MUSIC terminates your access to the SONY MUSIC Sites, you are no longer authorised to access the SONY MUSIC Sites, however, all restrictions imposed on you, licences granted by you and all SONY MUSIC's disclaimers and limitations of liability contained in the Terms and Conditions will survive termination.

#### **9. Disclaimer and Limitation of Liability**

SONY MUSIC does not exclude any rights and remedies in respect of goods or services under the Australian Consumer Law which cannot be excluded, restricted or modified. However, SONY MUSIC does exclude all other rights, remedies, conditions and warranties in respect of goods, services and the SONY MUSIC Sites arising under custom, law or statute which may be excluded. To the fullest extent permitted by law,

- SONY MUSIC makes no warranties, either express or implied, regarding the SONY MUSIC Sites, the Content or any goods or services including, but not limited to, implied warranties of merchantability or fitness for a particular purpose. SONY MUSIC does not warrant that your access to the SONY MUSIC Sites, the delivery of the SONY MUSIC Sites or the Content shall be free from errors, defects, bugs or viruses, uninterrupted, or repairable if damaged or impaired.
- SONY MUSIC will not be liable for any indirect, incidental, special, punitive and/or consequential damages, loss of profits and/or income, loss of data, loss of use, claims of third parties, or other losses of any kind which result from any use or access of, or any inability to use or access, any SONY MUSIC Site or any Content, or any product or

service, even if SONY MUSIC has been advised of the possibility of such damages or losses.

- SONY MUSIC's liability in respect of any product or service purchased from a SONY MUSIC Site is limited to the less of (i) the replacement of any product or service purchased; and (ii) the purchase price paid by you to SONY MUSIC for that product or service.
- SONY MUSIC is not liable to you or anyone else in respect of any interference with or damage to your computer system or any other device which occurs in connection with your use of a SONY MUSIC Site or a Third Party Site.

#### **10. Indemnity**

You indemnify SONY MUSIC, its licensees and/or assignees in respect of any claims, loss, damage or costs (including legal costs on a full indemnity basis) arising from or in connection with any breach or alleged breach by you of these Terms and Conditions or any other legal obligation.

#### **11. Waiver**

SONY MUSIC's failure to exercise or enforce any one or more of its rights under these Terms and Conditions will not constitute a waiver of its rights.

#### **12. Severability**

If any part of these Terms and Conditions are or become illegal, invalid or unenforceable in any relevant jurisdiction, the legality, validity or enforceability of the remainder of these Terms and Conditions will not be affected and these Terms and Conditions will be read as if the part had been deleted in that jurisdiction only.

#### **13. Rights and Remedies Cumulative**

SONY MUSIC's remedies and rights are cumulative and none of them limits any other remedy or right of SONY MUSIC. Your undertakings and obligations are cumulative and none of them limits any other of your undertakings or obligations.

#### **14. Assignment**

SONY MUSIC may assign its rights in whole or in part to any person in SONY MUSIC's absolute discretion.

#### **15. Governing Law**

These Terms and Conditions will be governed and interpreted in accordance with laws of the State of New South Wales, Australia and the parties submit to the non-exclusive jurisdiction of the courts of that State.

#### **16. Application to Wireless Access**

For the avoidance of doubt, these Terms and Conditions equally apply to the use of SONY MUSIC Sites (including access to Content and the purchase of SONY MUSIC goods and/or services) by wireless means, including mobile telephone and other devices in use now or in the future.

#### **17. Terms and Conditions of Sale**

These terms and conditions apply, along with the rest of the Terms and Conditions stated above, when you purchase goods and/or services from SONY MUSIC through a SONY MUSIC Site.

#### ***Shipping***

##### **When should I expect to receive my shipment?**

Delivery in Australia averages 10 business days from receipt of order, but please allow up to 15 business days. International delivery can vary from country to country depending on customs clearance for your respective country.

**How much will it cost?**

Shipping costs for orders from a SONY MUSIC Site depend upon the weight of the items you select. The shipping cost will be displayed on the review order screen, after you enter your shipping address and before you submit your order

**Do I get a receipt?**

When you submit your order for purchase, we will confirm your order with an order receipt screen. This screen includes a receipt number which you should retain should you need to contact us concerning your order. If you would like additional information about your order, please contact our Customer Service department.

**Security****How secure is my information?**

SONY MUSIC is aware of the concerns that you may have with the security of using your credit cards to purchase products over the Internet. To protect your data and privacy, we automatically encrypt your personal information and credit card data using Secure Sockets Layer ("SSL") software. SSL is the industry standard and among the best software available today for secure online commerce transactions. It encrypts all of your personal information, including credit card number, name, and address, so that it cannot be read as the information travels over the Internet.

**How will I know its safe?**

You will know when transmitted data is safe by the appearance of a security notice when you enter a secure page. Also, a secure icon will appear on your browser. For Microsoft Internet Explorer, this is a lock icon. Secure web pages can also be identified by their URL: they begin with 'https://', while standard pages begin with 'http://'.

**GST****Is GST included?**

Yes. Unless expressly stated otherwise, all prices displayed on a SONY MUSIC Site include Goods and Services Tax (GST).

**Returns****Can I return goods purchased from a SONY MUSIC Site?**

Yes. Within 30 days of receipt of your order, you may return any item for a full refund, under the following conditions:

- Items must be in their original condition, with original packaging and accessories
- Packaged merchandise must be unopened
- Naturally, we can process returns and refunds only for items purchased from a SONY MUSIC Site.

**Damaged or exchange items?**

Please contact Customer Service to organise an exchange or refund. We are not able to process exchanges online.

**Easy 1-2-3 Process**

Just follow the 3 easy steps below:

4. Please write down the reason for your return and your Receipt Number (from your original order).
5. Wrap the merchandise securely and box it with the above note.
6. Return your parcel to:  
Returns  
SONY MUSIC Direct  
PO Box 88

Darlinghurst, NSW 2010

Australia

### **Payment**

Payment will be considered received once the amount paid by you is received by SONY MUSIC in immediately available funds. SONY MUSIC reserves the right to cancel any order or delivery until payment is received.

### **Risk and Damage**

All items purchased from a SONY MUSIC Site are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to you upon our delivery to the carrier and SONY MUSIC accepts no responsibility for any loss or damage of goods occurring in transit.

### **Terms and Conditions of Sale of Tickets**

#### **We are an agent for the Promoter**

You acknowledge and agree that SONY MUSIC Music sells tickets to you as an agent for and on behalf of the **Promoter** (the party who presents the event, and includes a promoter, presenter, artist or producer or venue as the case may be, details of which are set out in your **Purchase Confirmation**). We may vary these terms and conditions at any time and any variation becomes effective upon being posted on this site.

We do not set the ticket prices or determine seating locations. Tickets are sold through many distribution points and may sell out. We do not control the inventory of tickets or their availability and we may not have any tickets for sale.

There may be a limit on the number of tickets each customer may purchase. Also, there may be an age restriction on entry which you should check before purchasing tickets.

#### **Promoter's responsibilities**

Any representations made by the Promoter with reference to the **Event** (as specified in your Purchase Confirmation) or performance at any time and any associated complaints or claims arising thereon are the sole responsibility of the Promoter and not us. To the extent permitted by law, we have no liability to you. Promoter's contact details are set out in your Purchase Confirmation.

#### **Promoter's conditions of sale**

Tickets are sold subject to the Promoter's conditions of sale, a copy of which may be available for inspection at the time of collection of your ticket at the venue, and also (to the extent that they are not inconsistent with the Promoter's conditions of sale) the following:

- Before purchasing tickets, carefully review Event, Event date and location, age restrictions on entry to venue and seat selection (if any).
- The right of admission to an Event is reserved and is subject to the Promoter's and the venue's terms and conditions of admission.
- If the performance takes place then generally there is no right to a refund or exchange, including where a ticket holder cannot attend because of adverse weather conditions or a change in personal circumstances. If a performance/event is cancelled due to adverse weather or for any cause reasonably beyond the Promoter's control the Promoter is not obliged to arrange a substitute service, event or performance.

- All customers attending a performance or event must hold a valid ticket or valid ticket confirmation information for that performance or event and valid identification. The venue or box office may refuse entry if these conditions are not met. Ticket holders must allow sufficient time for the collection of tickets (including collection at the venue). Method of collection will be specified in the Purchase Confirmation. Late arrival may result in non-admittance until a suitable break in the performance (if any).
- The Promoter reserves the right to add, withdraw or substitute artists; vary advertised programmes, seating arrangements and audience capacity, refuse admission with reasonable cause or request a customer to leave the venue if disrupting others.
- Ticket holders must comply with the security arrangements for the event and the venue including bag and personal searches and prohibition of certain items such as knives, umbrellas, glass and alcohol. The Promoter accepts no responsibility for confiscated items.
- Cameras, video and audio recorders, mobile phones and pagers are not be permitted in certain venues. The Promoter requests that all pagers and mobile phones be turned off before entry. The Promoter reserves the right to remove a ticket holder from the event without compensation for breach of any of these rules. The right is reserved to broadcast or communicate any event and ticket holders consent to being filmed or recorded.

***Changes In Terms***

Product prices, shipping/delivery costs, types of shipping methods, and other terms and conditions of sale, are subject to change without prior notice. Publishing information about a product and/or service on a SONY MUSIC Site does not ensure its availability.