



GAMING HOBBY & MODEL EXPO

Ticketing & Entry Terms and Conditions

GAMING, HOBBY & MODEL EXPO ABN 44 659 177 585 trading as GhMX

Please read these Terms and Conditions carefully before purchasing a ticket. By purchasing a ticket, you agree to be bound by these Terms and Conditions.

These Terms and Conditions relate both to the sale of tickets and attendance at events. These Terms and Conditions apply to both the original purchaser and any subsequent ticket holders ("you").

Our Website Terms of Use and our Privacy Policy are incorporated into these Terms and Conditions and apply to all sales through this Site.

Variation to Terms and Conditions

GhMX may vary these Terms and Conditions at any time by updating them. Any variations will only apply to ticket purchases made after these Terms and Conditions have been updated.

Errors

1. While GhMX takes all reasonable care to ensure that tickets are correctly priced and only available for sale when intended, sometimes errors may occur. GhMX may cancel an order made as a result of any such error, although in the case of a pricing error GhMX will endeavour to contact you to give you the option of purchasing the ticket at the correct price.
2. If an error on your behalf results in GhMX reprocessing the ticket transaction at your request, GhMX may charge to you the actual costs incurred in reprocessing the ticket transaction, including any chargeback fees to GhMX by a third party.

Covid-19 Policy

To the full extent permitted by law, GhMX will not be liable for any claim, loss, cost or expense of whatever nature directly or indirectly arising out of, contributed to by or resulting from:

coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), or any mutation or variation thereof;

any fear or threat (whether actual or perceived) of coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), or any mutation or variation thereof; or

any action taken in controlling, preventing, suppressing or in any way relating to any outbreak of coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), or any mutation or variation thereof, except to the extent the loss or damage was caused by GhMX's negligence.

Refunds, exchanges and replacements

- 1 GhMX will only offer a refund or exchange of a ticket if the event is cancelled, rescheduled or significantly relocated (and you cannot or do not wish to attend the rescheduled or relocated event), or to the extent otherwise required by law (including the Australian Consumer Law). You must apply for a refund within a reasonable time. GhMX does not offer refunds or exchanges as a result of a change in your personal circumstances or mind. GhMX may retain a \$3 processing fee for each ticket



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refunded. GhMX will pay refunds within 30 days from the date GhMX agrees that it will provide a refund.

2 If an event is cancelled, rescheduled or significantly relocated, all liability is limited to the amount for which the ticket was purchased (including any fees or charges). Proof of purchase may be required for any refund or exchange. Unless required by law (including the Australian Consumer Law), GhMX will not be liable for any other losses incurred by you as a result of the cancellation, rescheduling or relocation of an event, including any travel and accommodation expenses.

3 GhMX will only replace lost, stolen, damaged or destroyed tickets if the authenticity of the ticket can be verified, including proof of purchase, and if you give reasonable notice before the event.

4 You should carefully consider the refund and cancellation policies of travel, accommodation and other goods or service providers when making arrangements for attendance at an event. You may also wish to consider taking out a relevant insurance policy to cover for any losses in the event of cancellation, rescheduling or relocation.

Variations to events

1 GhMX reserves the right to add, withdraw, reschedule or substitute attractions and/or vary advertised programs, prices, venues, seating arrangements (including ticket categories) and audience capacity.

Conditions of entry

1 Admission to an event is subject to the separate Conditions of Entry posted on our website. In particular, the following form part of these terms unless otherwise specified:

2 You may be denied entry into, or removed from, an event where GhMX has reasonable grounds to do so, including if you breach these Terms and Conditions, or you are intoxicated, under the influence of illicit drugs, inappropriately attired or adversely affecting the enjoyment of the event by others.

3 If you arrive late and after the official closing time of 5pm.

4 You may not be permitted to take into the event, or use, certain items, including weapons, items that could potentially cause harm, oversized props or costumes or items that can cause general disruptions to others or the event.

5 You may be required to submit to a search of your person and/or possessions before entering the event.

Authenticity and validity of tickets

1 Entry to an event may be refused if the authenticity or validity of a ticket is questionable, including because the ticket has been damaged or defaced in any way, or has not been purchased from GhMX or other authorised points of sale.



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Resale of tickets

1 Tickets may not, without the prior written consent of GhMX, be resold or offered for resale at a premium (including via online auction or other unauthorised resale sites) or used for advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services. If a ticket is sold or used in breach of this condition, GhMX may cancel the ticket without a refund and the ticket holder of the ticket may be refused admission.

Liability

To the full extent allowed by law:

our liability for breach of any term implied into this document by any law is excluded; and

we will not be liable for loss or damage of any kind, arising out of or in any way connected with the provision of, or failure to provide, any goods or services, whether arising in contract, tort (including negligence), statute or in any other cause of action, even if we have been advised of the possibility of damages, except to the extent the loss or damage was caused by our negligence.

Except to the extent loss or damage is caused by our negligence, our total liability for loss or damage of every kind whether arising:

under this document; or

in contract, tort (including negligence), statute or in any other cause of action,

is limited to:

the amount paid by you to us under this document at the date when such liability arises; or

if this document has been in place for more than one year, the amount paid by you to us over the previous one year period,

subject to any statutory rights that cannot be excluded by contract.

We will not, under any circumstance, be liable for any indirect, incidental, special or consequential damages or loss of profits.

Indemnity

1 You agree to indemnify us, and keep us indemnified, in respect of any claim or demand made, or action commenced, by any person (including, but not limited to, you) against us, or for which we may be liable, relating to the goods or services we supply you, your or any other person's use of those goods or services or the subject matter of this document, including, but not limited to any legal costs incurred by us in relation to meeting any claim, demand or action, or any party-party legal costs for which we are liable in connection with any such claim, demand or action, except to the extent any claim or demand made, or action commenced, relates to loss or damage caused by our negligence.

2 Subclause 1 survives termination.



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Jurisdiction

- 1 This document is governed by the law in force in Queensland, Australia (Jurisdiction).
- 2 Each party submits to the non-exclusive jurisdiction of the courts of the Jurisdiction and the courts competent to determine appeals from those courts, in relation to any proceedings that may be brought at any time relating to this document.
- 3 Each party irrevocably waives any objection it may have now or in the future to the venue of any proceedings where that venue falls within the Jurisdiction.