

TERMS AND CONDITIONS OF PAYMENT

"Entry Zone", is a payment service owned and operated by SPORTRECOVERY & ENTRYZONE – Australian Company Number B2387478N ("Entry Zone"). Entry Zone provides third parties, including but not limited to, event managers, promoters, sporting organisations and clubs ("Vendor(s)") with a Services which allows you, the customer, to make payments ("Payments") for tickets or other right of entry to events, goods (including merchandise), services, registration fees, donations or other goods and services offered for sale by the Vendor ("Products").

Entry Zone will permit you to place orders and make Payments for Products in accordance with the terms and conditions set out below ("this Agreement"). This Agreement forms a binding legal agreement between you and Entry Zone and is separate to any agreement between you and the Vendor.

You should read the terms and conditions of this Agreement carefully.

Without limiting the way in which you may be bound by this Agreement, by clicking a button on your computer screen indicating your acceptance of this Agreement, or by proceeding with the purchase of a Product, you will be deemed to have accepted and will be bound by the terms and conditions of this Agreement.

THE SERVICES

Entry Zone will provide you with the following services:

(a) A payment facility to enable you to make the Payments for the purchase of Products. Note that the Payments will appear on your credit card statement as "SPORTRECOVER & ENTRY ZONE". No reference to the Vendor will be made.

(b) The provision of a receipt in respect of the Payments you have made.

(c) Entry Zone will not be responsible for the supply or delivery of any of the Vendor's Products including any failure to supply or deliver. The Vendor or its representatives are responsible for supplying and delivering the Vendor's Products to you. Subject to the terms of this Agreement, the provision of the Services constitute Entry Zone's only obligation to you. Entry Zone may refuse to process the sale of any of the Vendor's Products and may refuse to process any Payments made by you at any time in its sole and absolute discretion including, without limitation, where you use the Services in an illegal, fraudulent, offensive or unethical manner or make any use of the Services in a manner which in Entry Zone's sole opinion is likely to bring Entry Zone into disrepute or to impact the use of the Services by Entry Zone's other customers.

CONDITIONS WHICH APPLY TO THE PROCESSING OF PAYMENTS

The following conditions apply to the processing of Payments for the sale of Products:

- (a) Payments must be paid by credit card, paypal or other alternative payment methods offered by Entry Zone from time to time. Payments will not be processed unless you correctly provide all information requested by Entry Zone at the time of making the Payments.
- (b) Payments may include certain fees and charges which Entry Zone imposes from time to time including, without limitation, any booking fees or handling charges.
- (c) GST and other taxes may be included in the amounts payable for the Products. Unless otherwise stated at the time of payment, the price of the Vendor's Products will be inclusive of GST and other applicable taxes.
- (d) There is no refund or exchange on any of the Vendor's Products except as required by law and as otherwise specified by the Vendor. If a refund is made, Entry Zone may, to the extent permitted by law, retain any booking fees, processing fees or other fees and charges which Entry Zone has charged you.

The following additional conditions apply in respect of the sale of Entries for events:

- (a) You acknowledge that 'the live entry list' on Entry Zone will show your full name as entered as part of the chosen Vendor event. You hereby consent to such disclosure of your name in the live entry list component of the Entry Zone site
- (b) In respect of certain events (including, without limitation mountain bike races, road races, fun runs, triathlons and other sporting events) the Vendor (or other event holder) may make your name and certain contact details publicly available to other attendees and members of the public (for example: result placing). You hereby consent to such disclosure of your personal information by the Vendor or other event holder.
- (c) Entry may be refused to participate or enter an event if Tickets or entry receipts are damaged or defaced in any way or are not purchased from Entry Zone or if you cannot produce appropriate identification at the time of entry.
- (d) You must not, without the prior written consent of Entry Zone or the Vendor, resell or offer for sale any Tickets or Entries you have purchased at a premium to their purchase price. You cannot resell the Tickets or Entries on an online auction site. If a Ticket or Entry is sold or used in breach of this condition, the Ticket or Entry may be cancelled without a refund and the holder of the Ticket or Entry may be refused admission to the event.
- (e) You acknowledge that the resale of Tickets or Entry in certain circumstances may breach certain laws (including, without limitation, laws related to scalping).

LIABILITY AND DISCLAIMER

Payments for Products are managed by Entry Zone on behalf of the Vendor. Any legal agreement or contract in relation to the supply by the Vendor of any Products ("Supply Agreement") is between you and the Vendor. Entry Zone's only obligation to you is the provision of the Services in accordance with this Agreement.

In particular, you agree that Entry Zone will not be liable or responsible to you for any act, omission or negligence in connection with your use or enjoyment of the Vendor's Products nor for any act, omission or negligence of the Vendor in any way whatsoever including, without limitation:

- (a) any failure of the Vendor to honour any representations, warranties, undertakings or fulfil their other obligations in respect of any of the Vendor's Products;
- (b) any failure of the Vendor to comply with the terms of the Supply Agreement; and/or
- (c) any failure of the Vendor to fulfil any other obligation to you, including, without limitation, any obligation arising under any law.

You acknowledge that Entry Zone has made no warranties that the Services will be error free.

You agree that Entry Zone will not be liable or responsible for any failure in, or delay to, the provision of the Services or in Entry Zone complying with its obligations under this Agreement where such failure or delay has arisen as a direct or indirect result of:

- (a) fire, earthquake, storm, flood, hurricane, inclement weather or other act of God, war, terrorism, explosion, sabotage, industrial accident or an industrial strike;
- (b) denial of service attacks, telecommunications failure, hardware failure or the failure of software provided by a third party to function in accordance with its specifications;
- (c) a significant demand being placed on Entry Zone's services which is above the usual level of demand and which results in a failure of Entry Zone's software and hardware to function correctly;
- (d) the failure of any third party (including without limitation, any bank or other financial organisation) to fulfil any obligations to Entry Zone; or
- (e) any other circumstances or event similar to the above which are beyond the reasonable control of Entry Zone.

You acknowledge that Entry Zone has not made and will not make any express or implied warranties in relation to the Services or any other goods or services provided by Entry Zone under this Agreement, other than those warranties contained in this Agreement. Subject to the following, any term that would be implied into this Agreement, including without limitation any condition or warranty, is hereby excluded. Subject to your rights arising under the Trade Practices Act 1974 (Cth) or other similar consumer legislation, you agree that Entry Zone will not be liable in respect of any claim by you (whether contractual, tortious, statutory or otherwise) for any direct, special, incidental, indirect or consequential damages or injury including, but not limited to, any loss of profits, contracts, revenue or data arising out of or in connection with the provision of the Services or the provision of any other goods or services under this Agreement and whether as a result of any breach or default by Entry Zone. The maximum liability of Entry Zone under this Agreement for any and all breaches of this Agreement will not exceed the total Payments made by you. If the Trade Practices Act 1974 (Cth) (or analogous legislation) applies to this Agreement and permits the limitation of liability for breach of warranty implied by statute, the liability of Entry Zone is limited, at the option of Entry Zone, to:

- (a) in the case of goods, any one or more of the following:
 - (i) the replacement of the goods or the supply of equivalent goods;

- (ii) the repair of the goods;
- (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
- (iv) the payment of the cost of having the goods repaired; and
- (b) in the case of services:
 - (i) the supplying of the services again; or
 - (ii) the payment of the cost of having the services supplied again.

Any of the terms and conditions of this Agreement which limit or exclude any term, condition or warranty, express or implied, or the liability of Entry Zone will apply to the extent permitted by law and will not be construed as excluding, qualifying or limiting your statutory rights or remedies arising by virtue of the breach of any implied term of this Agreement where such exclusion, qualification or limitation would be prohibited by statute.

DISPUTES, QUESTIONS, CONCERNS

If you have any concerns or issues relating to your use of the Services please contact us via email at info@entryzone.com.au, or by phone on (03) 90106040. If you have any concerns or issues relating to the supply of the Vendor's Products please contact the Vendor directly.

This Agreement is governed by the laws of the State of Victoria, Australia. You agree that you submit to the exclusive jurisdiction of the courts of the State of Victoria, Australia in respect of any dispute arising under this Agreement.