

Terms and conditions: Ticketek TixALERT ('The Service'). Subscription to The Service confirms acknowledgment and acceptance of these Terms and Conditions. The Service is a recurring content delivery subscription that will automatically send mobile phone content at a random frequency to a mobile phone or other compatible device at a set price per item sent. These Terms and Conditions form an agreement between The Subscriber, The Facilitator, The Gateway and The Promoter. The Subscriber is the person responding to the call to action by sending a message to the service on the Device. The Bill Payer is the person responsible for the payment of the account related to The Device. The Device is a mobile phone or any other electronic device capable of receiving The Content. Prior to subscribing to The Service, The Subscriber should confirm that The Device is compatible with The Content delivered by The Service. There are several ways to subscribe to the Service. From time to time different methods to subscribe to the service may be promoted.

To subscribe to the Service, the Subscriber must be a My Ticketek member and must check the Ticketek TixALERT opt-in box in the My Ticketek preferences.

To unsubscribe from the service, The Subscriber must either opt-out from receiving the Service on the [<https://premier.ticketek.com.au/Membership/Login.aspx>] or SMS the message 'STOP' to the service number. This will cancel The Subscription to The Service within 24 hours. Each message sent to the subscribed device will be in accordance with The Frequency and shall be accompanied from time to time by a 'helper' SMS message that confirms The Charges and The Frequency of The Content sent to The Device. The Device will not be charged to receive these helper messages. The Service shall remain active until the expiry conditions set out above have been met.

The Subscriber warrants that either: a) They are the Bill Payer for the mobile phone being subscribed to the Service or; b) They have disclosed the Terms and Conditions of The Service to the Bill Payer and obtained the permission of the Bill Payer prior to confirming The Subscription of The Device to The Service.

The Bill Payer agrees to pay the charges associated with The Subscription of The Device to The Service in accordance with the terms of their agreement or contract with their mobile phone carrier and in accordance with these Terms and Conditions. The Subscriber or The Bill Payer may cancel this agreement at any time by sending an SMS message from The Device with the word 'STOP' to the main service number or by reply to any helper SMS message received by The Device or by opting out from receiving the Service on the Service website [<https://premier.ticketek.com.au/Membership/Login.aspx>]. The service will be cancelled within 24 hours.

Alterations to these Terms and Conditions may only be made by The Promoter or Facilitator and will be posted on The Service Website. Subscribers are encouraged to check The Service Website regularly to ensure that they are not affected by any changes to The Terms and Conditions.

To the extent that it is permissible by law, The Subscriber and The Bill Payer agree to indemnify The Promoter and The Facilitator from any action or claim arising from any activity or event related to The Service. This agreement is governed by the Laws and Courts of New South Wales Australia.

Refunds will be issued for any charges made in error without question or hesitation. Refunds cannot be issued if the Subscriber or the Bill Payer changes their intention to be part of the Service. In instances where a technical fault has occurred resulting in charges being incorrectly debited to the account for the Device, then liability is limited to the total amount of the charges incorrectly charged to that account. In instances where there is a demonstrable fault in the content delivered to the device, then the promoters liability may be limited to supplying the goods or service again. The subscriber may not place the content on any medium where others can access the content.

Schedule A

Name of the Service: Ticketek TixALERT

The Service Number: Premium SMS numbers: Opt in, Opt out and customer service messaging and content delivery: 1994 6673

Promoter: Ticketek Pty Ltd - Level 19, 66-68 Goulburn Street Sydney, 2000

Facilitator: 5th Finger Pty Ltd Level 7, 264 George St Sydney NSW 2000 Australia

Gateway: 5th Finger Pty Ltd Level 7, 264 George St Sydney NSW 2000 Australia

Type of content: Event based special offers, competitions and other entertainment mechanics

Cost of service: \$0.55 inc GST per message sent from 1994 6673 to the Device. \$0.25 inc GST per messages sent from the Device to 1994 6673.

Access to the internet on the mobile phone or via a computer is charged directly by the service provider to the account associated with the Device accessing the Content. These charges are not levied by The Promoter, The Gateway or the Facilitator and must be

paid by the Bill Payer of the Device in accordance with any agreement in place between the Bill Payer and the Operator with the account relating to the data charges incurred by the Device accessing the Content.

Frequency of service: When offers based on the Customers preferences are available. With a maximum of 3 messages for week.

The Service Website: WWW.TICKETEK.COM; Customer service email: contact@5thfinger.com; Expiry conditions: The Service shall remain active until cancelled by the Subscriber, Promoter, Gateway or Facilitator.