

TERMS & CONDITIONS

USE OF WEBSITE & REVERSE SPONSORSHIP BENEFICIARY APP

Welcome to our website www.whatson.com.au. The website is owned and operated by What's On Group Limited ACN 125 417 718 (What's On Group). Use or access of the Website is subject to the general terms and conditions set out below, the Privacy Policy and other the specific terms and conditions set out elsewhere in the Website ("Terms"). If you use and/or access the Website you are agreeing to comply with and be bound by the Terms.

What's On Group reserves the right to amend the Terms at any time and you should periodically check the Website for any amendments or updates to the Terms.

Refund Policy

What's On Group wish to advise that refunds related to third party links and affiliates come under the policy of the relevant third party. What's On Group is a website based on "Freemium" listings and preferred or promoted placement. In the event of a dispute by a merchant placing a listing What's On Group will respond within 3 business days. Please send all queries to admin@whatson.com.au

Secure Socket Layer (SSL)

What's On Group advise that www.whatson.com.au & www.whatson.com.au/ticketing is secured by Secured Socket Layer (SSL). Confirmation can be found via the following link;

<https://www.sslshopper.com/ssl-checker.html#hostname=www.whatson.com.au>

INTELLECTUAL PROPERTY

For the purpose of these Terms "Intellectual Property" means but is not limited to trademarks, service marks, patents, copyrights, associated moral rights, designs, geographical indications, layout-designs (topographies) of integrated circuits and similar industrial, commercial and intellectual property (whether registered or not and whether protected by statute or not).

All Intellectual Property and proprietary rights in the Website and all content displayed or featured on the Website, including but not limited to, text, material, information, graphics, data, software, reports, photographs, logos, audio and video material and advertisements ("Material") is the property of and shall vest in, its successors, assigns or third parties (where applicable).

The Material on this Website is protected by Australian and international copyright and other intellectual property laws. You may not do anything which interferes with or breaches those laws or the intellectual property rights in the Material. All rights not expressly granted under these terms of use are reserved by What's On Group. You may only use the Material in unaltered form for your personal, non-commercial use and you must not republish, copy, modify, retransmit, redistribute or otherwise make the Materials available to any other party or make them available on any website, on-line service or bulletin board of your own or of any other party or make them available in hard copy or to any third party without the express prior written consent of What's On Group.

The logos of the Website is a registered trademark of What's On Group. Other trademarks may be displayed on the Website from time to time. These may belong to third parties. Nothing displayed on the Website should be construed as granting any license or right of use of any logo, trademark or masthead displayed on the Website, without the express written permission of the relevant owner.

CONTRIBUTING MATERIAL TO THE WEBSITE

You understand that all Material (including without limitation any advertisement, articles, messages, uploading files, inputting data or engaging in any other form of communication) that you submit for display on the Website whether publicly posted or privately transmitted, is the sole responsibility of the person from whom such Material originated. Only **you** and NOT What's On Group will be entirely responsible for all Material that you upload, post, email, transmit or otherwise make available via the Website. You represent and warrant to us that any Material which is submitted for display on the Website:

- a) you are authorised to provide the Material and have obtained all necessary consents and approvals, including but not limited to the consent of any third party with whom the Intellectual Property rights to the Material vests;
- b) the Material does not infringe any Intellectual Property right including, but not limited to, trade marks, service marks or business names (whether registered or unregistered), confidential Material, copyright and moral rights;
- c) the Material is true and accurate;
- d) the Material is not defamatory or a malicious falsehood in relation to any product, service, person or corporation; and is not harmful, threatening, abusive, harassing, tortious, vulgar, obscene, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- e) the Material is not the passing off of any product or service and does not constitute unfair competition; and
- f) the Material does not infringe any legislation or regulations of the Commonwealth of Australia and the States and territories of New South Wales, Victoria, Queensland, Australian Capital Territory, Tasmania, South Australia, Northern Territory and Western Australia including, but not limited to, the Trade Practices Act 1974 (Cth) and equivalent state and territory legislation and any other parliament competent to legislate in relation to the Website or any law in any country where the Material is or will be available electronically to users of the Website.

In the absence of any contrary agreement, by submitting any Material on the Website you grant to a perpetual, royalty-free, non-exclusive, irrevocable, unrestricted, worldwide licence to do or all or any of the following in respect of the Material:

- a) to use, copy, sublicense, redistribute, adapt, transmit, publish and/or broadcast, publicly perform or display, and
- b) sublicense to any third parties the unrestricted right to exercise any of the foregoing rights granted.

The foregoing grant includes the right to exploit all proprietary rights in any such information or other material, including but not limited to rights under copyright, trademark, service mark or patent laws under any jurisdiction worldwide.

You expressly waive in favour of and any other party authorised by all moral rights and any similar rights in any jurisdiction which you may have or hereafter acquire in respect of any Material. At the request and expense of, you will execute and deliver to such instruments and take such other actions as may be required to carry out this grant of licence and waiver.

DISCLAIMER AND LIMITATION OF LIABILITY

The Material contained in this Website is for general information purposes only. This Website contains information provided by third parties, links to websites operated by third parties, and

advertisements which may contain embedded links or which include referral buttons to websites operated by third parties or their licensees or contractors.

The linked websites, advertisements and third party information displayed on our Website are not under the control of and the display of those links, advertisements and third party information does not constitute or indicate a relationship between What's On Group and that third party nor an endorsement of any information, products or services advertised or displayed on our Website or on a third party website.

Whilst we endeavour and take all due care to keep the information up-to-date and correct, and our Website error-free and free of viruses, its related entities, directors, contractors, officers, agents and employees, to the greatest extent permitted by law:

- a) make no representations or warranties or guarantee of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the Website or the information, products, services, or related graphics contained on the Website or any linked website for any purpose;
- b) expressly disclaim all warranties of any kind, including but not limited to implied warranties of merchantability and fitness for a particular purpose for any products and services advertised on the Website on or third party linked websites; and
- c) does not warrant that the functions contained in any Material or your access to the Website will be uninterrupted or error-free, that any defects will be corrected or that the Website or the server which stores and transmits material are free of viruses or any other harmful components. Use of this Website and any linked websites is at your own risk and in no event will be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use and access or inability to use and access this Website or any third party linked websites.

To the fullest extent permitted by law's liability for breach of any implied warranty or condition which cannot be excluded is limited at the option of to the following:

- a) in the case of services supplied or offered by, (i) the supply of the services again, or (ii) the payment of the cost of having services supplied again; and b) in the case of goods supplied or offered by , (i) the replacement of the goods or the supply of equivalent goods (ii) the repair of such goods,
- (iii) the payment of the cost of replacing the goods or acquiring equivalent goods, or
- (iv) the payment of the cost of having the goods repaired.

INDEMNITY

You agree to indemnify and hold harmless, its related entities, directors, contractors, officers, agents and employees on a full indemnity basis, from and against any action, suits, claims, demands, liabilities, costs, expenses, loss and damage incurred or suffered, by arising from or in connection with all or any of the following:

- a) any Material you submit, post, transmit or otherwise make available through the Website;
- b) your use and access or inability to use and access the Website and any linked third party websites;
- c) advertising, selling or buying products and services advertised in the Classifieds; or
- d) your violation of the Terms or your violation of any rights of another.

MISCELLANEOUS

This agreement is governed by and construed in accordance with the laws of Western Australia. You irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of Western Australia. If any provision of this agreement is found to be invalid or unenforceable by a

court of law, such invalidity or unenforceability will not affect the remainder of the agreement which will continue in full force and effect.

All rights not expressly granted herein are reserved.

CREDIT CARD TRANSACTIONS

All transactions are processed in Australian dollars, and are secured by credit card security.

Your privacy is important to us and we will do our best to ensure it is protected. We will not share your personal information with anyone other than those listed in our Privacy Policy.

Before you purchase any products or services from the website, you will need to create an account. This will allow you to print any orders you have made, view previous purchases or modify privacy preferences.

What's On Group takes no responsibility for the products or services for services purchased through the website from third party / affiliate websites - What's On Group makes no warranty to the End Users for the quality, safety, usability, or other aspect of the product or service for which the purchase is made.

If you have any questions about these terms, please contact What's On Group directly - admin@whatson.com.au

To read the complete Terms and Conditions, please see below.

IMPORTANT: ALL USERS MUST READ THIS SECTION

ACCEPTANCE OF TERMS AND CONDITIONS

By using this site (the "Site"), you ("you" or the "End User") agree to the terms and conditions that we ("What's On Group") have provided. If you do not wish to agree to the outlined terms and conditions (the "Terms of Use" or "Agreement"), please cease from using the Site. What's On Group reserves the right to make any changes to our Terms and Conditions or our Privacy Policy (which is incorporated into this document at times by reference) as we believe necessary or desirable without notifying you.

It is very important that you re-read this document which specifies our Terms and Privacy Policy regularly so you are fully aware of any changes. If we make changes to our Terms and Conditions or our Privacy Policy and you continue to use our Site, you are impliedly agreeing to the new terms expressed.

I. TERMS OF USE

1. Definitions

What's On Group provides an interactive online service operated by (or its related parties) on the Internet (the "Web"). The site consists of information services, content and transaction capabilities provided by, related parties or any other third party.

2. General

This Agreement sets forth the terms and conditions that apply to the use of this Site by the End User.

By using this Site (other than to read this Agreement for the first time), you agree to abide with all of the terms and conditions hereof. The right to use this Site is personal to End-User and is not transferable to any other person or entity.

The End User shall be responsible for protecting the confidentiality of End User's password(s), if any. End User acknowledges that, although the Internet is often a secure environment, there may be interruptions in service or events that are beyond the control of What's On Group, and as a result, is not responsible for any data lost while transmitting information on the Internet.

While it is the objective to make the Site accessible 24 hours per day, 7 days per week, the Site may be unavailable from time to time for any reason including, but not exclusively for, routine maintenance. You understand and acknowledge that due to circumstances both within and outside of the control of What's On Group, access to the Site may be interrupted, suspended or terminated from time to time.

What's On Group shall have the right at any time to change or discontinue any aspect or feature of , including, but not limited to, content, hours of availability and equipment needed for access or use. Further, may discontinue disseminating any portion of information or category of information, may change or eliminate any transmission method and may change transmission speeds or other signal characteristics.

3. Modified Terms

What's On Group reserves the right at all times to discontinue or modify any of our Terms and Conditions or our Privacy Policy as we deem necessary without prior notification to you. Such changes may include, among other things, the adding of certain fees or charges. It is strongly recommended that you carefully re-read this important notice containing our Terms and Conditions and Privacy Policy from time to time in order that you stay informed as to any such changes.

If we make changes to our Terms and Conditions and Privacy Policy and you continue to use our Site, you are impliedly agreeing to the Terms and Conditions and Privacy Policy expressed. Any such deletions or modifications shall be effective immediately upon What's On Group's posting on the Website. Any use of by End User after such notice shall be deemed to constitute acceptance by End User of such modifications.

4. Equipment

The End User is responsible for obtaining and maintaining any hardware or software needing to access to and use of this Site. What's On Group is not liable for any damage to the End User's equipment resulting from the use of this Site.

5. End User Conduct

This Site (and any other sites accessible from the Site through internal or external hyperlinks) are private property. All interactions on this Site and/or the linked-sites must comply with these Terms.

We encourage user interaction on our Site, however, we require that all end users use the Site for lawful purposes only. End Users shall not post or transmit through this Site any material which violates or infringes in any way upon the rights of others, or any material which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable to or any other User, or which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law, or which, without What's On Group's express prior, written approval, contains advertising or any solicitation with respect to products or services. Breach of this clause may result in preventing the End User from accessing the Site or any other related or linked site, removing the End User's profile and/or removing the End User's Dollars.

This term will apply for the benefit of What's On Group, its subsidiaries, affiliates and its third party content providers and licensors, and each shall have the right to assert and enforce such provisions directly or on its own behalf.

6. Copyright and Trademarks

Everything located on or in this Site (and sites linked to this Site) remain the exclusive property of What's On Group (or its related parties) or used with express permission of the copyright and/or trademark owner. IT IS STRICTLY PROHIBITED TO COPY, DISTRIBUTE, TRANSMIT, POST, LINK, OR OTHERWISE MODIFY THE CONTENT WITHOUT THE PRIOR WRITTEN PERMISSION OF WHAT'S ON GROUP. Violations of this rule may lead to copyright, trademark or other intellectual property right infringement which may result in criminal and/or civil penalties, removing the End User's profile and/or removing the End User's Credits.

What's On Group owns copyright in the selection, coordination, arrangement and enhancement of text, software, photos, video, graphics, music, sound. Users may not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit, any of the content, in whole or in part. Users of the website may download / print / save copyrighted material for their **personal** use only.

Unless provided for expressly under copyright law, no copying, redistribution, retransmission, publication or commercial exploitation of downloaded material without the express permission of and the copyright owner is permitted. In the event that copying, redistribution or publication of copyrighted material is permitted, no changes in or deletion of author attribution, trademark legend or copyright notice shall be made. Users acknowledge that they do not acquire any ownership rights by downloading copyrighted material. Trademarks that are located within or on the Site or a Web site are the exclusive property of What's On Group.

Users shall not upload or make available any material protected by copyright, trademark or other proprietary right post or otherwise on this Site without the express permission of the. does not have any express burden or responsibility to provide Users shall be solely liable for any damage resulting from any infringement of copyrights, trademarks, proprietary rights or any other harm resulting from such a submission. If Users submit any material to any public area of the Site they warrant that the owner of such material has expressly granted the royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate and distribute such material (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or hereafter developed for the full term of any copyright that may exist in such material.

Users may also permit another user to access, view, store or reproduce the material for personal use. Users grant the right to edit, copy, publish and distribute any material made available on this Site.

The foregoing provisions this section will apply for the benefit of and any of its related parties.

7. Disclaimer of Warranty; Limitation of Liability

Use of the Site is at end user's sole risk. Neither (nor any respective employees, agents, third party content providers or licensors) warrant that use of the site will be uninterrupted or error free; nor do they make any warranty as to the accuracy, reliability or content of any information, service or merchandise provided through this Site.

The Site is made accessible on an 'as is' basis without warranties of any kind (be it express or implied), this is not limited warranties of title or implied warranties of merchantability or fitness for a particular purpose, other than those warranties which are implied by and incapable of exclusion, restriction or modification under the laws.

This disclaimer of liability applies to loss, injury or damages which is due to the failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission,

computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of record, whether for breach of contract, negligence, or under any other cause of action. Users acknowledge that What's On Group will not be liable for the defamatory, offensive or illegal conduct of other users or third-parties.

What's On Group (or any person or entity involved in creating, producing or distributing this site or the contents on the Site) will not be liable for any damages, including, without limitation, direct, indirect, incidental, special, consequential or punitive damages arising out of the use of or inability to use this site.

In addition, neither What's On Group, nor its partners shall be liable for any errors in information contained on this Site, or for any delay or interruption in the transmission of Users.

What's On Group is not responsible for any content posed by a user, subscriber, or any other person on the Site. What's On Group reserves the right to remove, edit, change, alter or delete any content posted or uploaded that onto the site.

8. Monitoring

What's On Group has the right to monitor the content at all times, including any chat rooms and forums that may be on the site now or added in the future in order to ensure that the operating rules are followed. Without limiting the foregoing, What's On Group shall have the right to remove any material that, in it's sole discretion, finds to be in violation of the provisions.

9. Privacy

Users acknowledges that all discussion for submissions, postings, messages or any other comments are public and other users may read any communications made.

What's On Group does not control or endorse the content, messages or information found in any Community and all communications are deemed to be non-confidential.

10. License Grant

All users agree to grant to a royalty-free, perpetual, irrevocable, non-exclusive license to use, reproduce, modify, publish, edit, translate, distribute, perform, and display the communication submitted to the Site.

11. Indemnification

Users agree to defend, indemnify and hold harmless and any of its related parties or employees from all claims.

12. Termination

This agreement may be terminated by at any time.

If the User breaches these Terms and Conditions, reserves all rights to immediately terminate any passwords or accounts of the User and/or remove any Dollars which have been accumulated by the User. The provisions of Sections 3, 5, 6, 7, 10, 11, 12 will survive termination of this Agreement.

13. Third Party Content

What's On Group through it's website www.whatson.com.au advertises products of other businesses - therefore, has a similar level of editorial control as a public library or bookstore. What's On Group is not liable or responsible for any opinions, advice, statements, services, offers, or other information provided by third parties.

In many instances, the content available on www.whatson.com.au consists of the opinions and judgments of the product or service provider, rather than What's On Group. As such, What's On

Group neither endorses nor is responsible for the accuracy or reliability of any opinion, advice, or statement made by any third party. What's On Group will not be liable for any loss or damage caused by a User's reliance on information obtained.

What's On Group may also provide hyper-links to third party websites. What's On Group does not endorse any of the content of these sites.

14. Miscellaneous

These terms and conditions constitute the entire agreement between the parties.

If any term or condition is deemed to be invalid by a court of competent jurisdiction, that determination will not affect the enforceability of any other terms and conditions.

This Agreement is covered by the laws of Western Australia. By using this Site, Users agree that any dispute or claim arising out of or in connection with this Agreement will be determined in Western Australia.

15. Agency

What's On Group acts as a promoter/advertiser of products and services (much like a newspaper or TV station advertises products or services for businesses). What's On Group's website www.whatson.com.au advertises various services or products on behalf of numerous businesses. It's obligation is to promote these businesses and facilitate the purchase of the advertised goods or services. We have no responsibility for these services or products nor do we make or give any warranty or representation regarding their standard. All purchases of goods or services are made subject to the terms and conditions and limitations of liability imposed by the businesses themselves. Your legal recourse is against the specific business and not What's On Group or it's website www.whatson.com.au. If for any reason, any business is unable to provide the services for which you have purchased, your remedy lies against the business and not with What's On Group.

16. Liability

We do not accept any liability of whatever nature, whether in contract, tort or otherwise, for the acts, omissions or default, whether negligent or otherwise, of third party providers over whom we have no direct control.

Under circumstances where liability cannot be excluded, such liability is limited to the value of the purchased product or service. We do not accept any liability in contract, tort or otherwise for any injury, damage, loss (including consequential loss), delay, additional expense or inconvenience caused directly or indirectly by force majeure or any other event which is beyond our control which is not preventable by reasonable diligence on our part.

What's On Ticketing

The website is solely owned and operated by What's On Group Limited (ACN 125 417 718) of 2 / 73 Troy Terrace, Jolimont WA 6014. We offer and operate the ticketing service to promoters, publicists, event organisers, artists (Presenters), hereafter will be referred to as "**Merchants**" who via registration on our website become authorised to use these services offered by www.whatson.com.au. Any tickets purchased from this website are purchased from us as the agent of the "**Merchants**"

What's On Ticketing is a fully owned and operated Ticketing system which ultimately means keeping the funds in Australia, our fee structure is competitive with other low cost ticketing groups. Unlike other ticketing groups we offer the added bonus of the promotional values that www.whatson.com.au and our Social Media reach bring to the table, this is testament to the pulling strength of WWW.WHATSON.COM.AU

Fees

General Admission (including seated venues) - \$0.99 gst inc
Schools - \$0.49 gst inc
Charity - Free of Charge (FOC)
Admin / Transaction Fee - 2.5%

Registration

"**Merchants**" are required to register their details prior to using the What's On Ticketing system, access to the registration page is via our registration page (to be linked). On completion a registration confirmation will be sent via email, further access will be by way of Log In which will allow you to enter the password protected area of the website.

In using this service you agree to;

- that all information provided is accurate and that all required fields are completed in full and as required.
- all data is current and updated as circumstances change;
- keep your password safe and secure.
- in the event you feel your security has been compromised please notify us immediately - admin@whatson.com.au
- please be advised that you will be liable for any loss or damages for any breach of your account or password of which you are aware
- you will be liable for any loss or damage incurred by What's On Group or our "**Merchants**" and any other user of the website
- not access or use other member access without their prior consent
- the use of this service is FOC with all ticketing fees, taxes and other related charges being included in the price of the ticket

Change of Event Details

- all changes to the event including location, date, time, pricing etc. must be updated on the ticketing platform
- if you are unable to make these changes for any reason please contact admin@whatson.com.au and advise the required changes. Any changes will be made within 24 hours of receiving the notifications. In all instances responsibility to make / advise of the changes lies with the "**Merchant**".

Release of Event Funds

- All funds will be received by What's On Group Limited
- These funds will be held in full until after the relevant event / activity / function has been held and paid 10 - 15 business days following the last day of the event. However prior and alternate arrangements can be made through What's On Group, such arrangements will be treated individually by event / activity / function. To gain such approval the following information will or may need to be provided;
 - confirmation / evidence of venue by way of booking contract / deposit paid
 - a personal guarantee indemnifying What's On Group of any loss
 - certificate of currency for insurance of event / activity / function cancellation
 - any additional reports we deem necessary to approve early release of funds
- Please be aware that early release of funds will be on individual event / activity / function basis. Prior approval for early release of funds does not automatically give approval for subsequent events.

- Pre release of funds to authorised bodies such as government authorities / agencies, charities, schools (public / private) can be arranged prior to the event and can be considered ongoing.
 - if the event / activity / function is cancelled, postponed or varied in any way released funds must be transferred back to our account within 2 business days to allow full refund of funds to the purchaser
 - any related charges such as payment gateway and bank fees to be passed onto the relevant organiser.
- **All APPROVED refunds must be paid back to the PURCHASER (end user) via the www.whatson.com.au payment gateway.**
- Event Terms and Conditions
 - You are encouraged to place a link to your event T&Cs
 - Venue T&C's should also be linked if they are available

Termination by What's On Group;

- What's On Group have the right to terminate your use of our service if;
 - our T&C's are breached
 - events that don't meet the broadly considered socially acceptable standards
 - considered damaging to our brand and the ethos of www.whatson.com.au
 - we consider we may be open to litigation
 - you, partner or business may be in administration, bankruptcy or insolvent
- In the event we choose to terminate the use of our services you will be notified by one of all of the contact details you have registered with What's On Group / www.whatson.com.au

Termination by the Presenter

- You may choose to terminate the use of our services by contacting admin@whatson.com.au
- On receipt of notification access to the service will be terminated

End User / Purchaser

- By visiting, using or purchasing any tickets via this website you agree to be bound by these Terms and Conditions and Our Privacy Policy.
- Every ticket sold through www.whatson.com.au (What's On Ticketing) is subject to our terms and conditions and the terms and conditions of;
 - the Presenter (please see the "**Merchant's**" website)
 - the venue at which event is held (please see the venue's website)
 - those Terms and Conditions that may be printed on the ticket.
 - The "**Merchant**" reserves the right to add, withdraw, reschedule or substitute artists and/or vary programs, prices, venues, seating arrangements and audience capacity.
 - All prices are in Aud\$s and include local taxes, levies and ticketing fees
 - Sales of online tickets will cease at the completion of allocated number of tickets offered by the "**Merchant**"
 - Tickets will be sent via email and be able to be printed at home or viewed on mobile device to gain entry
 - **Refunds and exchanges** – In all cases it is the responsibility of the presenter to handle any disputes in relation to refunds and exchange. If a refund

is **AUTHORISED** by the "**Merchant**" What's On Group will process the payment in accordance with advice from the "**Merchant**". All approved refunds must be via www.whatson.com.au/ticketing

Affiliate Partners

- What's On Group is a provider of content and also includes Affiliate Partners with companies website across a large category base. What's On Group carries no responsibility for any purchase made via these affiliate links and any claim by the user against the seller is to be directed to the seller / affiliate partner

Reverse Sponsorship Program

- What's On Group via our Affiliate Partners offer a Reverse Sponsorship Program by way of revenue share. A share of all transactions made via dedicated and trackable links will be "donated" to the Beneficiary of the Reverse Sponsorship Program. The prices displayed via the dedicated links are not inflated in anyway and are available either by going direct to the our Affiliate partners website or via our dedicated links. Become a Beneficiary NOW by email inquiry to [Beneficiary Enquiries](#)

PRIVACY POLICY

INTRODUCTION

This Privacy Policy applies to all personal information collected by What's On Group Limited ("ACN 125 417 718"). What's On Group takes its obligations for protecting personal information seriously and is committed to ensuring your privacy is assured when you deal with us. This Privacy Policy discloses the privacy practices for the websites (collectively, the "Website"), the provider of the Website (referred to as "us" or "we"), is committed to protecting your privacy online.

Please read the following to learn what information we collect from you (the "User" or the "End User") and how we use that information. If you have any questions about our privacy policy, please email us.

PLEASE READ THIS PRIVACY POLICY CAREFULLY. BY ACCESSING OR USING OUR WEBSITE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND TO ALL THE TERMS OF THIS PRIVACY POLICY AND OUR WEBSITE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS, EXIT THIS PAGE AND DO NOT ACCESS OR USE THE WEBSITE.

1. Changes to Privacy Policy

What's On Group may change this Privacy Policy at any time by posting the revised Privacy Policy in the "Privacy Policy" section of the Website. The revised Privacy Policy is effective immediately when posted on the Website. It is the responsibility of each User to review the Website and the Privacy Policy regularly to learn of any revisions to this Privacy Policy. Your continued use of the Website after the effectiveness of such revisions will constitute your acknowledgment and acceptance of the terms of the revised Privacy Policy.

2. Types of Information Collected and Uses of Collected Information

We collect two types of information about our Website Users: Personally Identifiable Information and Non-Personally Identifiable Information. Non-Personally Identifiable Information is information that does not identify a specific End User. This type of information may be things such as a Uniform Resource Locator ("URL") of the website you visited before coming to the site, the URL of the website you visit after leaving our Website, the type of browser you are using and your Internet Protocol ("IP") address.

We, and/or our authorized Third Party Service Providers and Advertisers, may if they choose to automatically collect this information when you visit our Website through the use of electronic tools like Cookies and Web beacons or Pixel tags, as described in Items 4 and 8 of this Privacy Policy.

We use Non-Personally Identifiable Information to troubleshoot, administer the Website, analyse trends, gather demographic information, comply with applicable law, and cooperate with law enforcement activities. We may also share this information with our authorized Third Party Service Providers and Advertisers to measure the overall effectiveness of our online advertising, content, and programming.

Personally Identifiable Information. Personally Identifiable Information is information that identifies a specific End User. When you engage in certain activities on the Website, such as creating an account, ordering a product or service from us or our partners, submitting content and/or posting content in discussion forums, entering a contest, filling out a survey, posting a review, sending us or our partners feedback, requesting information about our services, submitting an affiliate agreement, applying for a job, posting a video or signing up for special offers from third parties through the Website (collectively, "Identification Activities"), we may ask you to provide certain information about yourself.

It is optional for you to engage in an Identification Activity.

If you elect to engage in an Identification Activity, however, we may ask you to provide us with certain personal information about yourself, such as your first and last name, mailing address (including post code), email address, telephone number and date of birth (although we will generally only require an email address and name). When you order products or services, we may also ask you to provide us with your credit card number, expiration date and authentication codes or related information. Depending on the activity, some of the information we ask you to provide is identified as mandatory and some is identified as voluntary. If you do not provide the mandatory information for a particular activity that requires it, you will not be permitted to engage in that activity.

We may utilise Personally Identifiable Information to provide products and services to you and enhance the operation of the Website, improve our marketing and promotional efforts, analyze Website use, improve our product and service offerings, and to tailor your experience with third parties as provided in Item 3 of this Privacy Policy. For example, if you send us an email we may use your comments and feedback to tell others about our services, and may post your comment in our marketing materials or on our Website.

In addition, if you use our Website to send / share information or a product to another person, we may store your personal information, and the personal information of any recipient. We may use that other person's contact information to allow him or her to view and accept your gift or to allow the recipient to access the information you requested we send. We may also use Personally Identifiable Information to troubleshoot, resolve disputes, accomplish administrative

tasks, contact you, enforce our agreements with you, including our Website Terms of Use and this Privacy Policy, comply with applicable law, and cooperate with law enforcement activities.

3. Release of Personally Identifiable Information

We will not share your Personally Identifiable Information with other parties except:

We may share your information with Merchants. From time to time, we provide offers from particular merchants (referred to as " Merchants") who, as part of the offer, request information on customers who purchased the offer. In those cases, we may need to share some of your Personally Identifiable Information with Merchants.

Sharing this Information will allow Merchants to contact you directly if they choose. Please note, What's On Group will only ever share Personally Identifiable Information with a Merchant if you decide to engage in an Identification Activity - also, information will only be provided to the specific Merchant who was involved in that Identification Activity.

Please note that we will only provide a Merchant your information with an opt-in notice to you, in which you will have a chance to choose to not give the Merchant your personal information.

What's On Group specifically disclaims any responsibility or liability for any actions of any Merchants who have received information in this manner.

Please note, all Merchants are informed that they are only permitted to communicate with you for the purposes of the specific promotion, we do not have any responsibility for the actions of the Merchant, and the actions of the Merchant are not in our control.

We may share your information with Authorised Third Party Service Providers. We may at times provide services and products through third parties. These "Third Party Service Providers" will often undertake certain functions on our behalf, this may include sending and distributing communications. We may share your Personally Identifiable Information with such Service Providers to fulfill orders, deliver packages, send postal or email, administer contests or sweepstakes, remove repetitive information on customer lists, analyze data, provide marketing assistance, provide search results and links, process credit card payments, operate the Website, troubleshoot, and provide customer service.

We may also collect personal information from individuals and companies ("Affiliates") with whom we have business relationships and may share your information with these Service Providers in order to accomplish various administrative tasks. For example, when you order a service, we release your credit card information to the card-issuing bank to confirm payment for the service and, if applicable, release your address to the delivery service to deliver the service.

Likewise, we may release an Affiliate's information to our bank to send out a payment. We encourage Merchants and Third Party Service Providers to adopt and post privacy policies. However, the use of your Personally Identifiable Information by such parties is governed by the privacy policies of such parties and is not subject to our control.

We may remarket your information. Remarketing is a way for us to connect with our users - this remarketing will be based on users' past dealings on the website. Third-party marketing vendors may be hired by to perform remarketing services. As a result, third-party vendors, including Google, may show ads on sites on the internet. Third-party vendors, such as Google, may use cookies to serve ads which may be based on information gleaned from a user's prior visits to What's On Group's website www.whatson.com.au. Users may opt out of Google's use of cookies by visiting the Google advertising opt-out page at

http://www.google.com/privacy_ads.html. We may share your information in a Business Combination. Like any company, we may at a later stage merge or be taken over by another company. If this occurs, the successor company would acquire the information we maintain, including Personally Identifiable Information. However, Personally Identifiable Information would remain subject to this Privacy Policy.

We may share your information for our Protection and the Protection of Others. We may also disclose Personally Identifiable Information when we believe release is appropriate to comply with the law or a court order; enforce or apply this Privacy Policy, our Website Terms of Use or other agreements; or protect the rights, property or safety of the Website, its Users or others.

What's On Group retain the rights to use the collective data base to support promotional opportunities offered and generated through www.whatson.com.au. What's On Group respect the privacy of both our merchants and end users thus use of contact details will be limited to newsletters and only for content meeting the interests of the end user's historical search data

4. Release of Non-Personally Identifiable Information

We may disclose or share Non-Personally Identifiable Information with Partners, Affiliates and Advertisers. For example, we may share aggregated demographic information (which does not include any Personally Identifiable Information) with "Third Party Advertisers" or "Third Party Advertising Companies" and other parties as provided below: We may use Third Party Advertising Companies to serve ads when you visit our Website. These companies may use Non-Personally Identifiable Information about your visits to this and other websites in order to provide, through the use of network tags, advertisements about goods and services that may be of interest to you. We may also employ Third Party Service Providers to track and analyze Non-Personally Identifiable usage and volume statistical information from our Users to administer our Website and improve the quality of the site. We may also publish this information for promotional purposes or as a representative audience for Advertisers. Please note that this is not Personally Identifiable Information, only general summaries of the activities of our Users. Such data is collected on our behalf, and is owned and used by us.

5. Updating and Correcting Information

We believe that you should have the ability to access and edit the Personally Identifiable Information you provide us. You may change any of your Personally Identifiable Information by sending us an email at admin@whatson.com.au. Please indicate your name, address and email address, and what information you would like to update when you contact us. We encourage all Users to constantly update your Personally Identifiable Information if it changes. You may ask to have the information on your account deleted or removed; however, because we keep track of past transactions, you cannot delete information associated with past transactions on the Website. It may also not be possible for to entirely remove all information due to backed up data.

6. User Choices on Collection and Use of Information

As discussed above, you can always choose not to provide information, however, such information may be necessary for certain activities on the Website. As a condition of purchase of our products and services, we may send you Administrative or Promotional emails. We will send you information regarding your account activity and purchases as well as updates about our products and promotional offers. You cannot opt-out of Administrative Emails. "Administrative Emails" relate to a User's activity on the Website, and include emails regarding a particular User's account, requests or inquiries, and purchases of products and services. You are able to opt-out of Promotional Emails. Promotional Emails may advertise our products and

services, including exclusive sales and other offers, and/or the products and services of our Advertisers and Affiliates. If you do not want to receive Promotional Emails from us, you may elect to opt-out of receiving Promotional Emails at any time after registering by e-mailing us at admin@, or by hitting the "unsubscribe" button at the bottom of any of our e-mails. When contacting us, please indicate your name, address, email address, and what Promotional Emails you do not want to receive.

7. Security of Information

We take security seriously and take numerous precautions to protect the security of Personally Identifiable Information. You can access your Personally Identifiable Information on our Website through a password and your email address. This password is encrypted. We recommend that you do not share your password with anyone. Any Personally Identifiable Information provided resides on a secure server and can only be accessed by certain personnel or contractors. We encrypt certain sensitive information using Secure Socket Layer (SSL) technology to ensure that your Personally Identifiable Information is safe as it is transmitted to us. Unfortunately, no data transmission over the Internet or any wireless network can ever be guaranteed to be 100% secure. As a result, while we employ commercially reasonable security measures to protect data and seek to partner with companies which do the same, we cannot guarantee the security of any information transmitted to or from the Website, and are not responsible for the actions of any third parties that may receive any such information.

8. Data Tracking

In order for us to customise your experience with www.whatson.com.au, we store cookies on your computer. A cookie is a small text file that is stored on a User's computer for record-keeping purposes. A cookie will contain information about the user, like your password or email (to save you having to enter the same details every time you come back to the site). Cookies also allow us to collect Non-Personally Identifiable Information from you, like which pages you visited and what links you clicked on. This information allows us to devise a better experience for all users. Cookies may also be placed on your computer by Third Party Advertising Companies. We have no access to or control over these cookies. This Privacy Policy covers the use of cookies by our Website only and does not cover the use of cookies by any Advertiser. While browsers automatically accept cookies, you might be able to alter your browser settings to prevent cookies from being automatically installed. It is important to remember that in some cases, if you elect to reject or delete these cookies, some parts of the Website may not work properly.

9. Privacy Policies of Third Party Websites

This Privacy Policy applies to the use and disclosure of information we may collect from you. Other websites that may be accessible through this Website have their own specific policies and data collection practices. If you click-thru to other websites from the Website, we will not be responsible for the policies or practices of those third parties.

10. Miscellaneous Privacy Issues

Children may use the website if they are accompanied by a parent or legal guardian.

Public Areas. There are parts of the Website in which you are able to publicly post information about yourself, can communicate with others, or can review products, restaurants, and submit media content.

This information may be accessible by other consumers and companies and may appear on

other websites or web searches, and therefore this information could be read, collected, and used by others.

Please note, if you publish your personal email address along with a public review, you may receive unsolicited messages. As a result, we have no control over who reads your postings or what other users may do with the information you voluntarily post, so please use caution when posting any personal information.

ABOUT US

What's On is fast becoming Australia's leading lifestyle platform for events, attractions, travel, entertainment, dining and other lifestyle activities.

You can list your event or venue for free, promote it to a wide audience on our website and social media (within any budget), as well as sell and purchase event tickets.

We are always on the lookout for exciting brands and venues to collaborate with. If you have a great idea on how we can work together to generate social engagement, pitch us your idea!

Please get into contact as we can offer generous solutions for organisations that contribute to the community.

What's On Group Limited, 2/73 Troy Terrace, Jolimont WA 6014

What's On Group Limited, advise that we cannot accept responsibility for any omissions, errors and pricing related to listings contained within our website. Images and content submitted by individuals and businesses will be monitored and approved for listing within 24 hours of placement. Any listings that are offensive in any way will not be approved for display to general audience.

The Publisher accepts no responsibility for content and the accuracy of the content placed on the website by third parties.

Refund Policy

What's On Group wish to advise that refunds related to third party links and affiliates come under the policy of the relevant third party. What's On Group is a website based on Freemium listings and preferred placement. In the event of a dispute by a merchant placing a listing What's On Group will respond within 3 business days. Please send all queries to support@whatson.com.au

Secure Socket Layer (SSL)

What's On Group advise that www.whatson.com.au is secured by Secured Socket Layer (SSL). Confirmation can be found via the following link;

<https://www.sslshopper.com/ssl-checker.html#hostname=www.whatson.com.au>



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