

## BIENNIAL CODE REVIEW – MEMBER SURVEY

### BACKGROUND

The 'Live Performance Australia Ticketing Code of Practice – Industry Code', Seventh Edition ('Industry Code') and the 'Live Performance Australia Ticketing Code of Practice – Consumer Code', Seventh Edition ('Consumer Code') (together they are called the 'Codes') are binding on all Members of Live Performance Australia ('LPA'). Compliance with the Codes is a condition of LPA membership.

### REQUIREMENT TO REVIEW AND REPORT ON COMPLIANCE EVERY 2 YEARS

Under the Industry Code, every 2 years, the Code Reviewer must undertake a review and prepare a report on the level of Members' compliance with the Codes. The last review covered the 2015 and 2016 calendar years.

This survey is issued by the Code Reviewer to obtain information from Members on compliance with the Codes during the 2017 and 2018 calendar years.

Following receipt of the completed surveys from Members, the Code Reviewer prepares a biennial report on the level of compliance by LPA Members with the Codes.

### MEMBER SURVEY

To enable the Code Reviewer to conduct a review of the level of compliance amongst LPA Members with the Codes we ask that the person best placed to answer the questions on behalf of your member organisation complete this survey.

The survey relates to the 2 year period from 1 January 2017 to 31 December 2018.

Responses to the survey will only be viewed by the Code Reviewer. The Code Reviewer's biennial report will only include aggregate results and will not identify any particular LPA Member.

The purpose of the survey is purely to aggregate information on compliance with the Codes and identify where further education or assistance is required in the industry – there are no repercussions for any LPA Member as a result of answers given in this survey. Therefore we encourage you to be open and honest in your answers.

We estimate it will take no longer than 25 minutes to complete this survey. The survey will ask questions on the following topics:

**Part 1 - general information about your organisation**

**Part 2 - general information about your organisation's compliance with the Codes**

**Part 3 - complaints and disputes received by your organisation**

**Part 4 - terms and conditions relating to ticket sales and entry to events**

**Part 5 - consumer law and pricing**

**Part 6 - cancelled, rescheduled or relocated events**

**Part 7 - complaints by consumers of incidents affecting their experience**

**Part 8 - refund amounts**

**Part 9 - cancellations and re-scheduling during events**

**Part 10 - discretionary refunds**

**Part 11 - industry protocol for monies received from consumers in advance of events**

**Part 12 - your experience with the secondary ticket market**

**Part 13 - additional comments**

PART 1 - GENERAL INFORMATION

1. Please select the categories below which apply to your organisation (select all that are applicable):

- Ticketing service provider - Primary market
- Ticketing service provider - Secondary market
- Commercial venue
- Government owned venue
- Promoter
- Performing arts company
- Commercial or independent producer
- Self ticketing festival
- Festival
- Other (please specify)

2. Please describe the size of your organisation, by number of core staff (being your usual staff headcount, not including additional staff engaged for specific events).

- 1 – 5
- 5 – 10
- 10 – 20
- 20 – 50
- 50 – 100
- 100 – 250
- 250+

3. Please provide the name of the LPA Member organisation that you represent.

4. Please provide your name and/or position and contact details:

Name

Position

Email

Phone

5. Is your organisation interested in having staff attend seminars hosted by LPA on any of the following?  
(please select all that are of interest)

- Obligations under the Industry Code
- Obligations under the Consumer Code
- Obligations with respect to complaints and dispute resolution
- Consumer laws regarding advertising
- Consumer laws regarding pricing
- Consumer laws regarding refunds and partial refunds
- Consequences of cancellation of events in general
- Obligations with respect to advance ticket monies
- Issues regarding 'pop up' events
- Secondary ticket market and resale issues
- Other (please specify)

PART 2 - COMPLIANCE WITH THE INDUSTRY CODE AND THE CONSUMER CODE

6. It is a requirement that LPA Members should, as far as practicable, make consumers aware of the existence and application of the Consumer Code. How do you make consumers aware of the Consumer Code? (select all that are applicable)

- None - our organisation does not make consumers aware of the Consumer Code
- Providing a copy of the Consumer Code on your organisation's website
- Providing copies of the Consumer Code at your venue
- Advising consumers of the Consumer Code when they purchase a ticket
- Referring consumers to the Consumer Code when they make a complaint
- Referring to the Consumer Code in the Terms and Conditions of purchase
- Providing details of the Consumer Code on tickets
- Providing links to the Consumer Code in promotional material
- Don't know
- Other (please specify)

7. What steps does your organisation take to ensure that staff (including employees and subcontractors) are aware of, and comply with, the Codes (select all that are applicable):

- None - our organisation does not take steps to ensure staff comply with the Codes
- Advising all new staff to read the Codes
- Providing a copy of the Codes to new staff or directing them on where to find copies
- Providing training to staff about the Codes **monthly**
- Providing training to staff about the Codes **every six months**
- Providing training to staff about the Codes **every year**
- Providing training to staff about the Codes **during induction of new staff**
- Displaying relevant portions of the Codes in staff areas
- Ensuring that copies of the Codes are available on your website
- Ensuring that internal policies comply with the Codes
- Don't know
- Other (please specify)

8. The latest edition of the Codes (the Seventh Edition) came into effect on 1 October 2018. Has your organisation updated its communication materials (both internal for staff and external for the public) referencing the Seventh Edition of the Codes?

- Yes, for both staff and the public
- Yes, but for staff only
- Yes, but for the public only
- No
- Don't know

9. When your organisation enters into a commercial arrangement for an event with another organisation that is not a Member of LPA, do you ensure that the other organisation complies with the provisions of the Codes?

- My organisation never partners with an organisation that is not a Member of LPA
- Yes - Always
- No – never
- Sometimes
- Don't know

PART 2 - COMPLIANCE WITH THE INDUSTRY CODE AND THE CONSUMER CODE

10. How do you ensure the other organisation complies with the provisions of the Codes? (select all that are applicable)

- Include the requirement in a contract
- Ask the other organisation verbally
- Set out the requirements in writing (such as via a letter or email)
- Other (please specify)

PART 3 - COMPLAINTS & DISPUTES

11. Does your organisation maintain a register of consumer complaints and disputes?

- Yes
- No
- Don't know

12. Does your organisation have a formal procedure to deal with consumer complaints and disputes?

- Yes
- No
- Don't know



PART 3 - COMPLAINTS & DISPUTES

13. Is your consumer complaints and resolution procedure publically available?

- Yes
- No
- Don't know

14. Does your organisation's consumer complaint and dispute resolution procedure:

	Yes	No	Don't know
Include information on how consumers may make complaints or initiate disputes?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Include information on the procedure for handling complaints and/or disputes?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Tell consumers the position of the person within your organisation who will handle the complaints and/or disputes?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Set out estimated time frames for the handling of complaints and/or disputes?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Require a written response to be provided to a written complaint and/or dispute?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

15. The Industry Code requires LPA Members to take reasonable steps to ensure their staff are aware of their consumer complaints and disputes procedure and the 'LPA Complaints Handling and Dispute Resolution Policy'. How does your organisation ensure staff are aware of its dispute resolution procedure?

- By advising all new staff to read the procedure and policy
- By providing a copy of the procedure and policy to new staff or directing them on where to find copies
- By providing training to staff about the procedure and policy **monthly**
- By providing training to staff about the procedure and policy **every six months**
- By providing training to staff about the procedure and policy **every year**
- By providing training to staff about the procedure and policy **during induction of new staff**
- By displaying relevant portions of the procedure and policy in staff areas
- By ensuring that internal policies comply with the procedure and policy
- I'm not aware of steps our organisation takes to ensure staff are aware of our procedure and policy
- Other (please specify)



PART 3 - COMPLAINTS & DISPUTES

16. The Industry Code requires LPA Members to take reasonable steps to ensure their staff are aware of the 'LPA Complaints Handling and Dispute Resolution Policy'. How does your organisation ensure staff are aware of the Policy? (select all that are appropriate)

- By advising all new staff to read the Policy
- By providing a copy of the Policy to new staff or directing them on where to find copies
- By providing training to staff about the Policy monthly
- By providing training to staff about the Policy every six months
- By providing training to staff about the Policy every year
- By providing training to staff about the Policy during induction of new staff
- By displaying relevant portions of the Policy in staff areas
- By ensuring that internal policies comply with the Policy
- I'm not aware of steps our organisation takes to ensure staff are aware of the Policy
- Other (please specify)

PART 3 - COMPLAINTS & DISPUTES

17. In your opinion, has your organisation devoted adequate internal resources to respond to complaints and resolve disputes in a timely manner?

Yes

No

18. Did your organisation receive any ticketing complaints from consumers between 1 January 2017 and 31 December 2018?

Yes

No

Don't know

PART 3 - COMPLAINTS AND DISPUTES

19. How many ticketing complaints did your organisation receive from consumers in 2017 (calendar year)?

- No complaints
- 1 – 2 complaints
- 3 – 5 complaints
- 6 – 10 complaints
- 11 – 20 complaints
- 21 – 40 complaints
- More than 40 complaints

20. How many ticketing complaints did your organisation receive from consumers in 2018 (calendar year)?

- No complaints
- 1 – 2 complaints
- 3 – 5 complaints
- 6 – 10 complaints
- 11 – 20 complaints
- 21 – 40 complaints
- More than 40 complaints

21. Do you believe that your organisation made every effort to reach a swift settlement of all complaints it received between 1 January 2017 and 31 December 2018 in a polite, courteous and objective manner?

- Always
- Mostly
- Sometimes
- Never

22. Were the complaints your organisation received between 1 January 2017 and 31 December 2018 resolved?

- Yes – all complaints were resolved
- No – none of the complaints were resolved
- The vast majority of complaints were resolved but a small proportion remain unresolved
- Approximately half of the complaints were resolved and half remain unresolved
- A small proportion were resolved but the vast majority remain unresolved

23. Were unresolved complaints reported to LPA?

- Yes – every unresolved complaint was reported (either by us or the consumer)
- No – unresolved complaints were not reported (either by us or the consumer)
- Some of the unresolved complaints were reported (either by us or the consumer)

PART 3 - COMPLAINTS & DISPUTES

24. Please provide us with any additional comments you might have in respect of complaints and disputes relating to the Industry Code and the Consumer Code.

PART 4 - TICKET TERMS & CONDITIONS OF SALE AND ENTRY

25. How does your organisation ensure that consumers are aware of, and agree to, the Terms & Conditions of sale and entry for events? (select all that are appropriate)

- Online: consumers must confirm the Terms & Conditions online before purchasing a ticket
- Telephone: consumers are advised of important terms on the telephone before purchase and are provided detailed terms on request
- In person: the Terms & Conditions are prominently displayed at the sale counter and consumers must indicate their agreement before purchase
- Summary: a summary of the Terms & Conditions is provided at the time of purchase
- None: I am not aware of any steps our organisation takes to ensure consumers are aware of the Terms & Conditions
- None: it is not a condition of the purchase of a ticket that consumers agree with our organisation's Terms & Conditions for our events
- None: my organisation does not have its own terms & conditions for sale and entry to its events
- None: my organisation does not organise events
- Other (please specify)



PART 4 - TICKET TERMS & CONDITIONS OF SALE AND ENTRY

26. Do you include any of the following terms in your Terms & Conditions (select all that are applicable):

- Tickets are non-transferable
- A statement about the price at which tickets can be on-sold (which may not be governed by legislation in your state)
- Tickets can only be on-sold with permission
- Tickets on-sold in contravention of the Terms & Conditions may be cancelled
- Purchasers of tickets on-sold in contravention of the Terms & Conditions may be refused entry
- Not applicable – my organisation did not sell tickets between 1 January 2017 and 31 December 2018

27. Please provide us with any additional comments you might have in respect of Terms & Conditions.

PART 5 - CONSUMER LAW AND PRICING

28. Does your organisation use the statement 'No Refunds or Exchange' without stating that there are circumstances under the Australian Consumer Law and LPA Consumer Code in which consumers are entitled to a refund?

- Yes – Always
- No – Never
- Sometimes
- Don't know
- Doesn't apply

29. Do you include broad exclusions of liability in your Terms & Conditions without reference to consumer guarantees under the Australian Consumer Law (such as: 'You will not be entitled to a refund under any circumstances' or 'We are not liable for any damage or loss incurred by you attending the event')?

- Yes
- No
- Don't know
- Doesn't apply

30. When displaying ticket prices for events, does your organisation display the single price that includes all mandatory charges the Consumer must pay to acquire that ticket (in other words, the total price payable to buy a ticket including any calculable fees that apply per ticket) upfront?

- Yes – Always
- No – Never
- Sometimes
- Don't know
- Doesn't apply

31. Does your organisation ever use the phrase 'Additional fees and charges may/will apply'?

- Yes – Always
- No – Never
- Sometimes – only where the additional fees do not apply to all ticket purchases or where they cannot be calculated at the time
- Don't know
- Doesn't apply

32. Does your organisation advertise a headline ticket price at the start of an online purchasing process and then add fees and charges during the course of a transaction that are not declared upfront?

- Yes – Always
- No – Never
- Sometimes
- Don't know
- Doesn't apply

PART 6 - CANCELLED, RESCHEDULED OR RELOCATED EVENTS

33. Between 1 January 2017 and 31 December 2018, how many of your organisation's were events cancelled, rescheduled or significantly re-located such that the nature of the experience and/or the geographic location of the event were fundamentally altered?

- None
- 1
- 2
- 3
- 4
- 5+
- Doesn't apply to my organisation

## PART 6 - REFUND ENTITLEMENTS

34. Between 1 January 2017 and 31 December 2018, when an event was cancelled, rescheduled or relocated did your organisation:

	Yes - always	No - never	Sometimes	Doesn't apply
Advise consumers as soon as practicable?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
For events that were rescheduled or relocated, make reasonable endeavours to ensure that a consumer was entitled to seating in a similar location at the new event?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
If an event was cancelled, or a consumer did not wish to attend the re-scheduled or re-located event, ensure that consumers received a full refund of the ticket price and other industry imposed ticket charges?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

35. When an event was cancelled, re-scheduled or relocated, on average how many consumers claimed additional expenses such as travel or accommodation bookings?

- 0
- 1 – 5
- 6 – 20
- More than 20

36. Between 1 January 2017 and 31 December 2018, if your organisation was involved in any cancelled events, were consumer monies available to meet refund obligations?

- Yes - always
- No - never
- Sometimes
- Don't know
- Doesn't apply

PART 7 - COMPLAINTS OF INCIDENTS AFFECTING CONSUMER EXPERIENCE

37. Did your organisation receive any complaints between 1 January 2017 and 31 December 2018 from consumers that an incident outside the control of the consumer fundamentally affected their enjoyment of an event (e.g. a technical failure, poor organisation of the event, behaviour of other patrons)?

- Yes
- No
- Don't know

PART 7 - COMPLAINTS OF INCIDENTS AFFECTING CONSUMER EXPERIENCE

38. If so, did you (select all that are applicable):

- Give a full refund
- Give a partial refund
- Offer some other benefit for free
- Offer some other benefit for additional payment
- Give no refund or benefit

PART 8 - REFUND AMOUNTS

39. When issuing refunds between 1 January 2017 and 31 December 2018, did your organisation:

	Yes - always	Sometimes	No – never	Don't know	Doesn't apply
refund the purchase price of the ticket	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
refund fees and charges related to the cost of the ticket	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
refund any additional expenses such as travel or accommodation bookings	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

40. Please provide us with any additional comments you might have in respect of the provision of refunds in accordance with the Codes.



PART 9 - CANCELLATIONS AND RE-SCHEDULING DURING AN EVENT

41. In some cases an event is cancelled due to unforeseen circumstances that arise during the event. Did any such cancellations occur between 1 January 2017 and 31 December 2018?

- Yes
- No
- Doesn't apply to my organisation

PART 9 - CANCELLATIONS AND RE-SCHEDULING DURING AN EVENT

42. If an event was cancelled during the event did your organisation provide a refund in respect of these events?

- Yes – always a full refund
- Yes – always a partial refund
- Yes – we provided a full refund for some events and a partial refund for others
- No – never
- Sometimes – we provided a full/partial refund for some events and didn't provide a refund for other events

43. Did your organisation have difficulty in determining whether to provide a full refund or a partial refund for the event(s) cancelled due to unforeseen circumstances that arose during the event?

- Yes - always
- No – never
- Sometimes
- Doesn't apply to my organisation

44. Please provide us with any additional comments you might have in respect of cancelling and rescheduling events in accordance with the Industry Code and the Consumer Code.

PART 10 - DISCRETIONARY REFUNDS

45. Did your organisation provide any discretionary refunds (e.g. where your organisation was not required to under the Codes) between 1 January 2017 and 31 December 2018?

- Yes
- No
- Don't know

PART 10 - DISCRETIONARY REFUNDS

46. If so, approximately how many consumers received a discretionary refund between 1 January 2017 and 21 December 2018?

- 1-5 consumers
- 6-10 consumers
- 11-20 consumers
- 21-50 consumers
- More than 50 consumers

47. Why did your organisation decide to offer a discretionary refund (select all that are applicable)?

- To maintain a positive experience for the consumer
- To reduce negative comments about our organisation
- To protect our organisation's reputation and brand
- Other (please specify)

48. In respect of those sort of complaints received between 1 January 2017 and 31 December 2018, did your organisation:

	Yes - always	No - never	Sometimes	Doesn't apply to my organisation
Allow complaints to be lodged outside the recommended five working days set out in the Consumer Code?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Exercise its discretion to allow a consumer to attend another performance of the same or different event if it was not able to rectify the issue(s) giving rise to the complaint?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Exercise its discretion to issue a refund if it was not able to rectify the issues giving rise to the complaint?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

49. Please provide us with any additional comments you might have in respect of providing discretionary refunds under the Industry Code and the Consumer Code.

PART 11 - MONIES RECEIVED FROM CONSUMERS IN ADVANCE OF EVENTS

50. Between 1 January 2017 and 31 December 2018, did the agreements that your organisation entered into for an event ensure that the parties complied with the obligations under the Industry Code with respect to ticket proceeds received in advance of an event ('advance ticket monies')?

- Yes - always
- No – never
- No but we relied on other means of protecting consumer money
- Sometimes
- My organisation self-tickets and does not enter into such agreements
- Not applicable - my organisation is not involved with the sale of tickets
- Don't know

PART 11 - MONIES RECEIVED FROM CONSUMERS IN ADVANCE OF EVENTS

51. As an organisation that self-tickets, are the advance ticket monies received for your events deposited into accounts opened for the sole purpose of holding such advance ticket monies as soon as practicable after their receipt ("advance ticket money account")?

- Yes - always
- No – never
- Sometimes
- Don't know

PART 11 - MONIES RECEIVED FROM CONSUMERS IN ADVANCE OF EVENTS

52. Do the agreements that your organisation enters into require advance ticket monies to be deposited into accounts opened for the sole purpose of holding such advance ticket monies as soon as practicable after their receipt ("advance ticket money account")?

- Yes - always
- No – never
- Sometimes
- Don't know

PART 11 - MONIES RECEIVED FROM CONSUMERS IN ADVANCE OF EVENTS

53. Between 1 January 2017 and 31 December 2018, were the advance ticket money accounts your organisation is a party to operated by:

	Always	Sometimes	Never	Doesn't apply	Don't know
The ticketing service provider	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The venue	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The presenter (promoter/producer)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Jointly by two or more of the above	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

54. Between 1 January 2017 and 31 December 2018, did you ensure that advance ticket monies would be held on trust for the consumer until after the event is held?

- Yes - always
- No – never
- Sometimes
- Doesn't apply - the ticketing service provider always held advance ticket monies
- Don't know

55. Between 1 January 2017 and 31 December 2018, were monies other than advance ticket monies ever deposited into the advance ticket money account?

- Yes – including monies that were not collected as part of ticket transactions
- Yes – only monies collected as part of the ticket transaction (for example: donations, pre-payment of a souvenir program, or parking fees)
- No – never
- Don't know
- Doesn't apply - the ticketing service provider always held advance ticket monies



56. Between 1 January 2017 and 31 December 2018, did your organisation have clear policies and procedures regarding:

	Yes	No	Don't know	Doesn't apply
The types of deposits which are permitted in the advance ticket money account?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
How and when transfers of those deposits out of the advance ticket money account would be performed?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
How regularly reconciliations for the advance ticket money account would be performed?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

PART 11 - MONIES RECEIVED FROM CONSUMERS IN ADVANCE OF EVENTS

57. Between 1 January 2017 and 31 December 2018, was it your experience that the venue, presenter (promoter/producer), and/or ticketing service provider could request an audit or other form of legally binding assurance to verify that amounts in the advance ticket money account matched the advance monies liability on the venue or ticketing service provider's ledger?

- Yes – always
- No – never
- Sometimes
- Don't know
- Not applicable – there were no requests for an audit or other legally binding assurance

58. If ticket proceeds were held by the ticketing service provider, did the relevant Agreement provide that ticket proceeds were to be paid to the venue and the presenter (promoter/producer) only after the event?

- Yes - always
- No – never
- Sometimes
- A ticketing service provider did not hold any advance ticket monies for my organisation

59. Between 1 January 2017 and 31 December 2018, were advance ticket monies ever provided before an event to a venue or presenter (promoter/producer):

	Yes	No
That provided a guarantee to the ticketing service provider from a bona fide financial institution in a form sufficient to secure an amount equal to those ticket proceeds?	<input type="radio"/>	<input type="radio"/>
That agreed to immediately satisfy all refund obligations and is an LPA member that is in receipt of triennial Government funding?	<input type="radio"/>	<input type="radio"/>
That is a Government venue and has an explicit guarantee that the Government will cover any consumer refund if required?	<input type="radio"/>	<input type="radio"/>
That otherwise agreed to, and demonstrated the ability to, immediately satisfy all refund obligations?	<input type="radio"/>	<input type="radio"/>
In any other circumstance?	<input type="radio"/>	<input type="radio"/>

60. Between 1 January 2017 and 31 December 2018, was there an agreement that ticket proceeds would be advanced to the presenter (producer/promoter) or venue on the condition that an amount equal to the refund obligations would be returned to the ticketing service provider to refund consumers if required?

- Yes - always
- No – never
- Sometimes
- Doesn't apply - the ticketing service provider always held advance ticket monies

61. Between 1 January 2017 and 31 December 2018 did your organisation experience disputes or difficulties with other organisations due to the treatment of advance consumer monies?

- Often
- Sometimes
- Never
- Don't know
- Not applicable

PART 11 - MONIES RECEIVED FROM CONSUMERS IN ADVANCE OF EVENTS

62. Between 1 January 2017 and 31 December 2018, did your organisation have an investment policy in place which set out how advance ticket monies were to be invested?

- Yes
- No
- My organisation does not collect or hold advance ticket monies
- Don't know

PART 11 - MONIES RECEIVED FROM CONSUMERS IN ADVANCE OF EVENTS

63. Is the investment policy made available on request to other stakeholders for an event?

- Yes - always
- No – never
- Sometimes
- Don't know

64. Does your organisation hold advance ticket monies in accounts other than basic deposit accounts (such as a savings account or interest bearing account, or term deposit)?

- No – my organisation always held advance ticket monies in basic deposit accounts
- Yes – my organisation sometimes holds advance ticket monies in other accounts
- Yes – my organisation always holds advance ticket monies in other accounts
- Don't know

65. Please provide us with any additional comments you might have in respect of dealing with advance ticket monies under the Industry Code and the Consumer Code.

PART 12 - SECONDARY TICKET MARKET

66. Do you operate a resale platform for tickets?

Yes

No

PART 12 - SECONDARY TICKET MARKET

67. Does your organisation include a clear and prominently displayed statement that your resale platform sells secondary tickets (and not primary tickets):

	Yes	No	Not sure
On your website?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
In advertisements?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

68. Does your organisation provide or seek from persons wishing to resell their tickets the following information (select all that are applicable)

- Name, date, place and time of event
- Face value of the original ticket
- Type of ticket – e.g. general admission, A-Reserve, B-reserve
- Section/block, row and seat, if the ticket is for a particular seat
- Any restrictions on the tickets
- Other pertinent information
- Any specific conditions of entry
- No information

69. Does your organisation take reasonable steps to remove the advertising and listing of a ticket for resale if:

	Yes	No	Not sure	Not applicable
The resale of the ticket is prohibited under the terms and conditions of the ticket or event	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The advertised price breaches applicable laws	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Tickets are not yet officially on sale to the general public or via presales	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The ticket offered for resale is known or suspected to be a speculative listing	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The listing includes inaccurate or misleading information	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The reseller engages in fraudulent activity	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

70. When does your organisation release funds to the person who has listed their tickets for resale with you?

- Soon after the sale
- Soon after the successful presentation of the event
- At least 5 working days after the presentation of the event



PART 12 - SECONDARY TICKET MARKET

71. Has your organisation ever encountered the following in relation to events that your organisation has been involved in (select all that are applicable):

- Tickets being offered for resale despite being prohibited to do so under the terms and conditions of the ticket or event
- The advertised resale price breaching applicable laws
- Tickets being offered for resale despite not yet officially being on sale to the general public or via presales
- Ticket being offered for resale which are known or suspected to be a speculative listing
- Tickets being listed for resale where the listing includes inaccurate or misleading information
- Tickets being offered for resale by persons engaging in fraudulent activity

72. If you have received complaints from consumers regarding problems with tickets purchased from resale platforms, what were the nature of these complaints (select all that are applicable):

- High cost price of the ticket
- Misled into thinking they were buying the ticket from the official seller
- Unable to access the event with the resold ticket
- Ticket was cancelled
- Could not obtain a refund
- Other (please specify)

73. Has your organisation ever refused entry to a consumer or cancelled a ticket bought from a resale platform?

- Yes
- No
- Not sure
- Doesn't apply

74. If so, please provide a comment as to the reason your organisation decided to do so?

**PART 13 - ADDITIONAL COMMENTS**

75. Please provide us with any additional comments you might have in respect of the Industry Code and/or the Consumer Code.

76. For internal purposes, kindly advise how long it took to complete this survey:

**THANK YOU FOR COMPLETING THE SURVEY**