

Biennial Review of Ticketing Code of
Practice

Live Performance Australia

REPORT

1 October 2019

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Introduction

This report has been prepared following a review of compliance with the 'Live Performance Australia Ticketing Code of Practice – Industry Code' (**Industry Code**) and the 'Live Performance Australia Ticketing Code of Practice – Consumer Code' (**Consumer Code**) during the 2017 and 2018 calendar years. The Industry Code and the Consumer Code (together called the **Codes**) are binding on all members (**Members**) of Live Performance Australia (**LPA**) in respect of their participation in the Australian Live Performance Industry.

Jennifer Huby is currently appointed as 'Code Reviewer' pursuant to Part 9 of the Consumer Code. As Code Reviewer, she is responsible for monitoring the level of compliance with the Codes (including complaints from Members and members of the public) and preparing, in consultation with LPA, a biennial report on compliance generally by Members with the Codes. The previous review of compliance with the Codes was undertaken for the 24 month period between 1 January 2015 and 31 December 2016 for which a survey was issued to Members (**Last Survey**) and a report prepared and issued on 28 June 2017 (**Last Review**).

Background

The 6th edition of the Codes came into effect on 1 January 2016, but were replaced on 1 October 2018 with the 7th edition of the Codes. For clarity, except where otherwise specified, references to the Codes in this report will be to the current 7th edition of the Codes. In order to assess the level of compliance with the Codes:

- a survey, being the 'LPA Biennial Code Compliance Review – Member Survey', was prepared and issued to all Members on 12 June 2019 (**Survey**) concerning the 24 month period between 1 January 2017 and 31 December 2018 (**Review Period**). On 10 July 2019, the Survey was extended as the response rate was significantly lower than that for the Last Review. The Survey was finally closed to respondents on 15 July 2019. A total of 114 responses to the Survey were received from 109 unique Members;
- the Code Reviewer reviewed the 'LPA Ticketing Complaints Register' held by the LPA Complaints Officer which comprised 153 matters that had been referred to the LPA Complaints Officer in the Review Period; and
- the Code Reviewer consulted with the LPA Complaints Officer regarding LPA's observations on compliance generally.

Contents

This Report is divided into the following Parts and Annexures:

- **Part A – Executive Summary:** a general overview and summary of the level of compliance by Members with the Codes;
- **Part B – Survey:** a summary of the responses received to the Survey and its outcomes in respect of the level of compliance by Members with the Codes. This Part is further broken down into sections including 'compliance', 'complaints and disputes', 'terms & conditions', 'consumer law', 'cancellations and refunds' and 'advance ticket monies';
- **Part C – Complaints:** an overview of the nature and outcome of complaints received by the LPA Complaints Officer from Members or members of the public in accordance with the *LPA Complaints Handling and Disputes Resolution Policy* in Part B (Section 7) of the Industry Code;
- **Annexure A – Responding entities:** a list of the entities whose data was used to prepare this Report; and
- **Annexure B – Survey Questions:** a list of the questions asked by the Code Reviewer in the Survey, the answers to which were used to prepare this Report.

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Part A Executive Summary

- (a) The responses to the Survey indicated that there was a high level of overall compliance by Members with the Codes, and a high level of similarity in the rates of responses from the Last Survey to this Survey. However, there was a significant reduction in the number of respondents from 158 unique respondents to the Last Survey to 109 respondents to this Survey. It is also noted that approximately 10% of respondents completed less than half of the Survey. On the other hand, 83% of respondents who started this Survey completed it, compared to 66% in the Last Survey.
- (b) One fifth of respondents had not updated their communications to take into account the new Codes that came into effect on 1 October 2018 (see section 3.4). This is an improvement from the Last Review.
- (c) As was found in the Last Review, there was a high level of Members which reported that they informed both consumers and their respective staff of the Codes. In the Last Survey, it was found that there was a low reported rate of Members referring consumers to the Codes as a result of a consumer complaint. However these findings were the opposite in this Survey with 50% of respondents reporting that they now do so (up from 35%) (see sections 3.1 and 3.2). There was also a 10 percentage point improvement in the number of Members who reported publicising their Complaints Procedure.
- (d) Having regard to the number of respondents, the number of complaints received did not appear to change (see section 4.4). However, the number of complaints raised with the LPA increased by almost 100%.
- (e) A large proportion of Members have developed procedures and policies for dealing with complaints and resolving disputes with consumers - the same as reported in the Last Survey. There has been some improvement in the rates of respondents publicising those procedures and policies, but it is still quite low. However, the vast majority of respondents felt that their Member organisation devoted adequate resources to resolving consumer disputes (see section 4).
- (f) In line with this, the vast majority of respondents reported that all complaints received during the Review Period were resolved. Although only six respondents (8%) reported that some complaints were not resolved during the Review Period, 33 respondents reported that 'no unresolved complaints were reported to the LPA' as the Codes require. A similar discrepancy occurred in the Last Survey. This discrepancy may be the result of the way some respondents interpreted the question, with respondents using that answer to report that they resolved all complaints (that is, they had no unresolved complaints to report).
- (g) A number of respondents requested updated materials from LPA, such as fact sheets, FAQs and consumer information flyers with respect to Members' and consumers' rights and obligations under the Codes.
- (h) Although generally, the same clauses are appearing in Members' terms and conditions at the same rates as in the Last Survey, there was an approximate 15 percentage point reduction in the inclusion of the terms that 'tickets are non-transferable' and 'tickets cannot be on-sold above face value' (see section 5.2).

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- (i) The percentage of respondents who never use unqualified statements such as 'no refunds or exchange' or broad exclusions of liability has increased by approximately 10 percentage points in each case since the Last Review (see section 6.2).
- (j) The vast majority of respondents reported complying with ticket pricing obligations under the Code and relevant law (see section 6).
- (k) There were high levels of compliance by Members regarding their obligations under the Code following the cancellation or rescheduling of events, especially regarding refunds (see section 7). This was bolstered by 70% of respondents reporting that they provided a discretionary refund during the Review Period. However, there was a reduction from 93% to 59% of respondents reporting that they always provided a full refund to consumers if an event was cancelled during the event due to unforeseen circumstances (see section 7.3). It is important to note that this is not necessarily a breach of the Codes.
- (l) The trend of high and increasing levels of compliance by Members with the Industry Code as to advance ticket monies paid by consumers and investment policies from the Last Survey has generally continued. There were a few discrepancies (such as the number of respondents never making their investment policy available - see section 8.6), but these either involved a very low number of respondents which can lead to a lot of variability in percentages, or a drop in reported compliance with a corresponding rise in respondents reporting that they 'Don't know'.
- (m) For the first time, the Survey explicitly covered ticket resale platforms. About 50% of respondents reported receiving complaints from consumers about the secondary ticket market during the Review Period. A similar proportion of respondents also reported their own concerns with secondary ticket platforms (see section 9).
- (n) As with the last two surveys, a large percentage of respondents requested information seminars on Members' obligations under the Code and consumer laws and consumer complaints. Other popular topics include pricing, refunds and the secondary ticket market (see section 11).
- (o) With respect to the complaints referred to the LPA Complaints Officer which were reviewed by the Code Reviewer (see Part C of this Report) generally all of the complaints regarding Members were resolved in compliance with the Codes and occasionally remedies were provided to consumers over and above the requirements of the Consumer Code. There was, however, an increase of almost 100% in the number of complaints forwarded to the LPA Complaints Officer during the Review Period from 89 to 153. However 39 of those complaints were in respect of the same event.

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Part B Survey

1. Format of the Survey

The Survey was designed such that, wherever possible, questions which were not relevant to a particular respondent were not displayed. This means that although there were a total of 76 questions in the Survey, it is unlikely that any individual respondent saw each question, which should have reduced the time for respondents to complete the Survey, and should provide more meaningful results.

2. Respondents

2.1 Number of respondents

All existing Members as at the date on which the Survey was released were advised of the Survey through an 'all-Member' email alert. A total of 114 responses to the Survey were received, however 5 of those responses appeared to be responses that were started and subsequently abandoned, with a new response submitted. As a result, there were 109 unique Member respondents to the Survey (compared to 158 unique Member respondents to the Last Survey). These duplicate responses were removed from the results in the Survey.

After removing duplicate responses, there was one additional response which did not provide answers beyond the first page of the Survey (compared to 24 respondents who completed a similar proportion of questions in the Last Survey). This response was also removed from the results in the Survey.

In order to provide meaningful results, the summary of responses set out in this Report is calculated based on the total number of respondents answering each particular question in the Survey (after removing the responses as set out above), rather than the full 114 responses we received. For clarity, when referring to percentage responses to the Survey in this Report, we have also included the actual number of responses in brackets.

In this Report, percentages have been rounded to the nearest integer, which means that the combined percentages of all responses to some questions may be above or below 100%.

2.2 Categories of respondents

The categories of Member respondents are listed below from most to least common:

- 48 performing arts companies (making up 45% of the respondents);
- 20 promoters (19%);
- 34 ticketing service providers - primary market (32%);
- 5 ticketing service providers - secondary market (5%);
- 21 government owned venues (20%);
- 25 commercial venues (23%);
- 15 commercial or independent producers (14%);
- 11 festivals (10%);
- 5 self ticketing festivals (5%); and
- 7 other Members, including advertising agencies, curated venues, presenters, and educational institutions (7%).

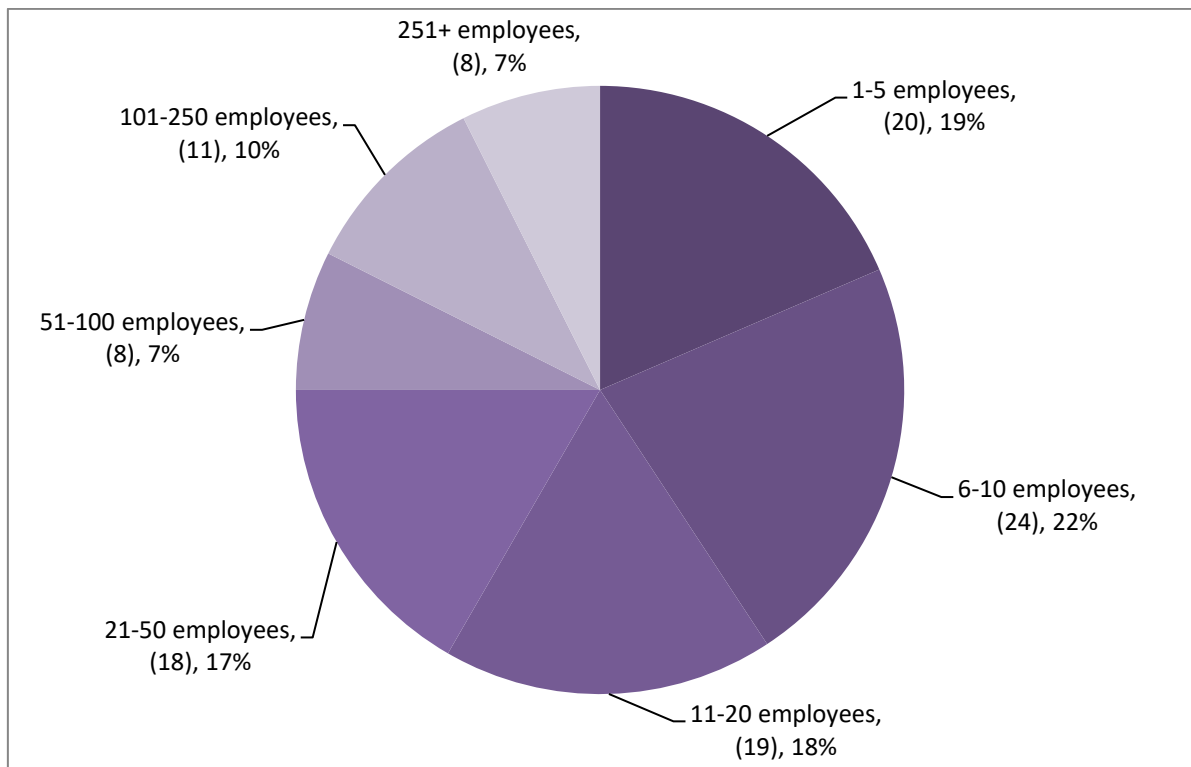
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It should be noted that many Members operate in more than one of these categories which explains why there is a greater number of respondents listed across the categories than the overall number of respondents to the Survey.

2.3 Size of respondents

The size (in terms of usual staff headcount) of the Member respondents is set out in the following chart.

The number of employees in respondents' businesses:



3. Compliance with the Codes

3.1 Consumer Code

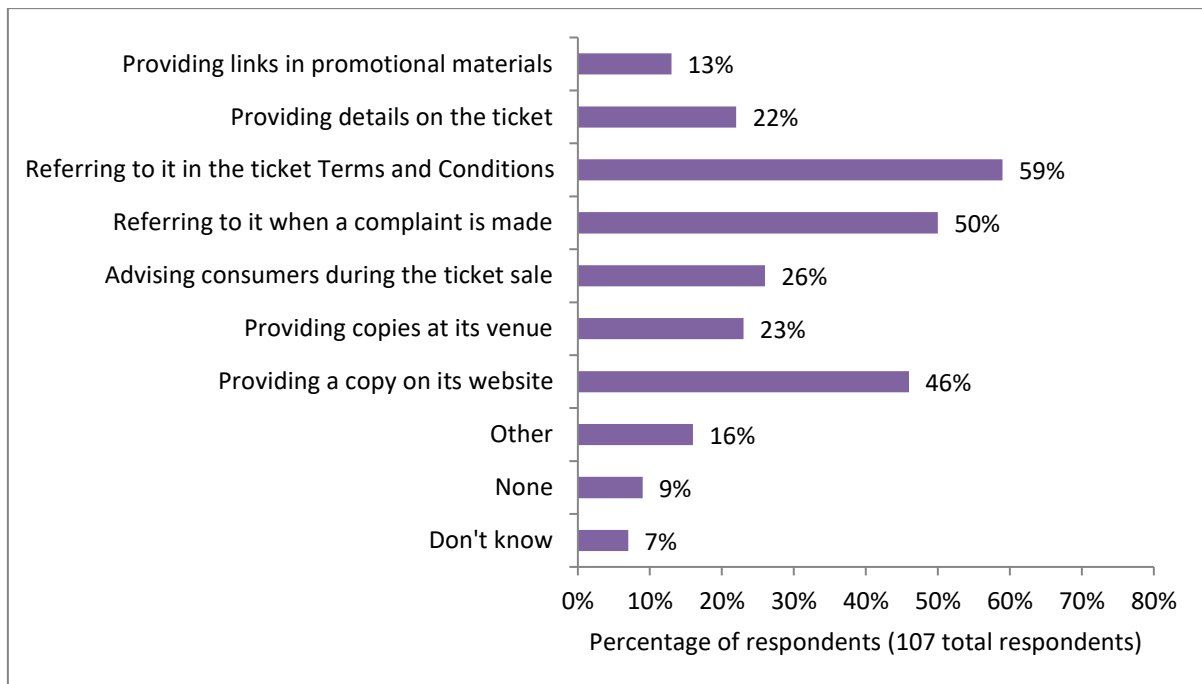
Part A (Section 3) of the Industry Code requires Members to make consumers aware of the existence and application of the Consumer Code. This includes making the Consumer Code available for download from Members' websites and referencing the Consumer Code in complaint handling procedures. Members are also required to engage in activities requested by LPA from time to time to promote awareness of the Consumer Code amongst the general public.

89% (89) of respondents used one or more ways to make consumers aware of the existence and application of the Consumer Code. This is a slight increase from the Last Review, in which 84% of respondents confirmed that they made consumers aware of the Consumer Code. In this Review Period, 9% of respondents (9) did not make consumers aware of the Consumer Code and 7% of respondents (7) were not sure.

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The following chart shows the various ways in which respondents made consumers aware of the Consumer Code.

How did respondents make consumers aware of the Consumer Code?



Within the 'Other' category, individual respondents reported that they also advised consumers of the existence of the Consumer Code through the ticketing companies or the venue they engaged and in response to a specific request by a consumer. There were no substantial changes in the responses to this question from the Last Survey to this Survey.

3.2 Industry Code

Part A (Section 4) of the Industry Code requires Members to ensure that employees, agents and contractors are aware of, and comply with, the Industry Code and the '*LPA Complaints Handling and Dispute Resolution Policy*' (***Dispute Resolution Policy***).

Only 7% of respondents (7) did not take any steps to ensure their employees, agents and contractors are aware of the Dispute Resolution Policy, which is an equivalent percentage to that during the Last Review. A further 6% of respondents (6) reported that they did not know what steps were taken during the Review Period.

The following measures were used by respondents to ensure that their staff were aware of, and complied with, the Codes:

- 63% of respondents (65) ensure that internal policies comply with the Codes;
- 48% of respondents (49) provide a copy of the Codes to staff or tell them where to find a copy;
- 40% of respondents (41) provide a copy of the Codes on their website;
- 42% of respondents (43) advise all new staff to read the Codes;
- 32% of respondents (33) provide training to staff on the Codes during staff induction;
- 15% of respondents (15) display relevant portions of the Codes in staff areas; and
- 7% of respondents (7) provided six monthly or annual training on the Codes to staff. This is a reduction from a reported rate of 14% during the Last Review.

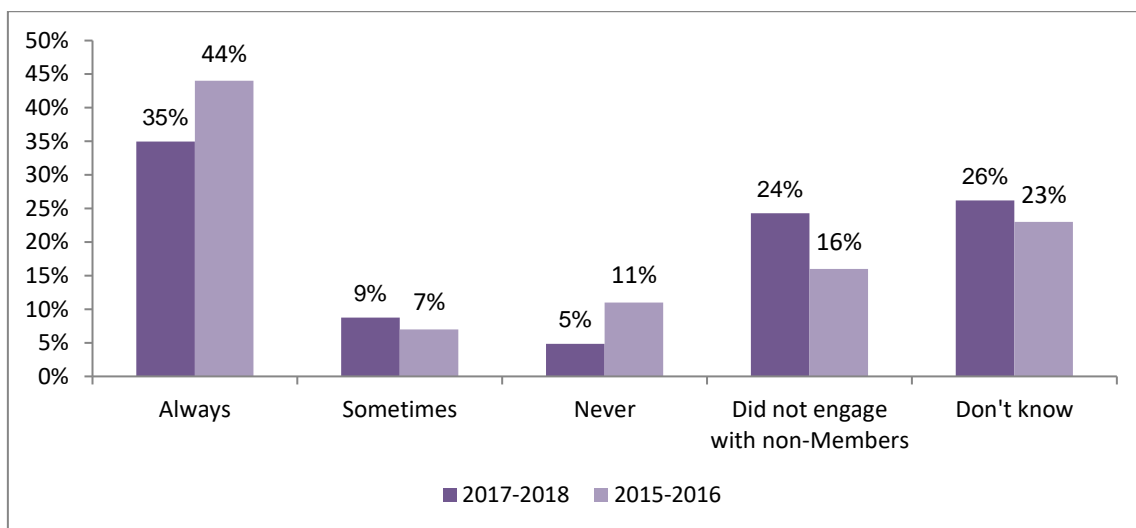
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A number of respondents reported that it was not relevant because they did not sell tickets. Other respondents advised that training was provided to relevant staff only, or that they relied on the venue or ticketing agents that dealt with consumers directly to handle this matter.

3.3 Compliance by non-Member organisations

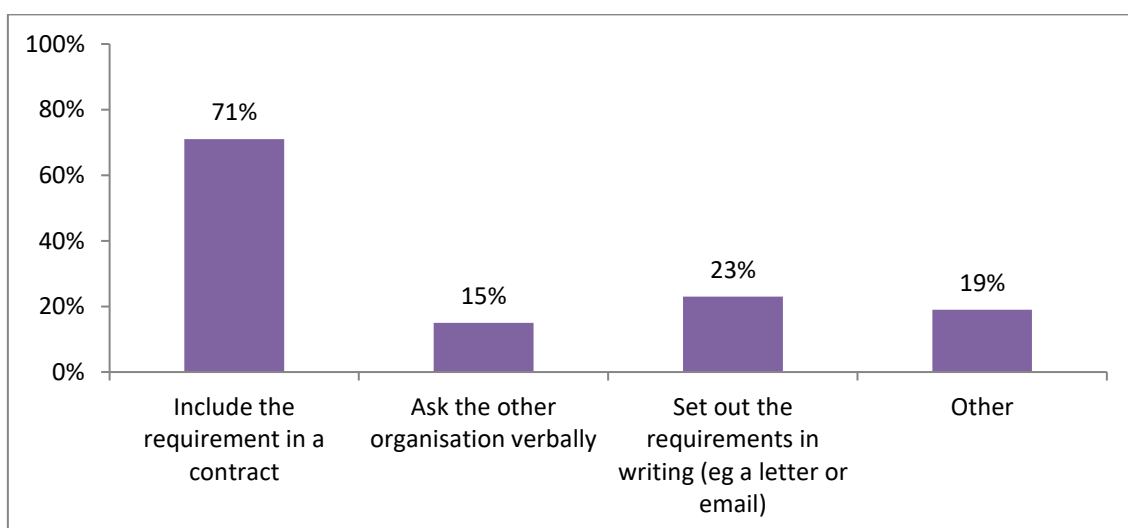
When Members enter into commercial arrangements for an event with non-Members, they are expected to use their best efforts to ensure that all non-Member parties comply with the provisions of the Codes. The following chart compares respondents' compliance with this expectation compared to the Last Review.

Do you ensure that non-Members you partner with comply with the Codes?



The following methods were used by Members during the Review Period to ensure that non-Member parties complied with the Codes.

How do Members ensure non-Members contracting with them comply with the Codes?



Within the 'Other' category, respondents reported providing details of the Codes to non-Members and encouraging compliance, including as part of the quote process, as methods to ensure non-Members contracting with them complied with the Codes. During the Last Review,

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37% of respondents reported that they verbally asked non-Members to comply with the Codes. This rate has now dropped to 15%.

3.4 New Codes

The Codes came into effect on 1 October 2018. As the Codes are new, internal and external documents from Members may need to be updated to reflect the revised Codes.

20% of respondents (20) had not updated their internal or external communications to take into account the new Codes. 45% of respondents (46) had updated communications for both staff and the general public; 16% of respondents (16) had only updated communications to staff, whilst 6% of respondents (6) had only updated communications to the public. 14% of respondents (14) did not know.

4. Complaints and disputes

4.1 Procedures for complaints and disputes

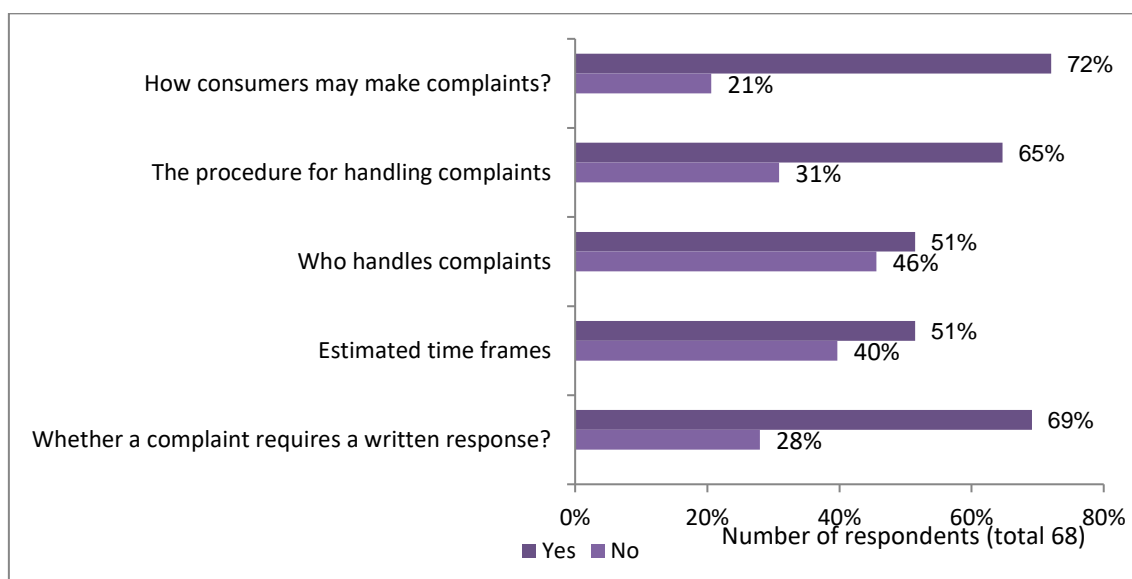
Part B (Section 6) of the Industry Code requires Members to develop and publicise procedures for dealing with complaints from consumers and resolving disputes with consumers (**Complaints Procedure**).

69% of respondents (69) had a Complaints Procedure in place during the Review Period, while 25% of respondents (25) did not. The remaining 6% of respondents (6) did not know. This is equivalent to the results from the Last Review.

Of those respondents which had a Complaints Procedure during the Review Period, only 26% of respondents (18) publicised it (an improvement of approximately 10% from the Last Review). 67% of respondents (46) reported that they had not publicised their Complaints Procedure, whilst 7% of respondents (5) were unsure if they had.

In developing the Complaints Procedure, the Industry Code requires Members to pay particular regard to certain issues. The following chart sets out whether a respondent's Complaints Procedure refers to those issues.

Are the following issues referred to in the Complaints Procedure?



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4.2 Promoting awareness of the Complaints Procedure

Part A (Section 4) of the Industry Code requires Members to take reasonable steps to ensure its staff are aware of the Member's Complaints Procedure and the LPA's Dispute Resolution Policy. The staff must also be able to explain those to the general public and contractors.

The following measures were used by respondents to ensure that their staff were aware of the Complaints Procedure (if the Member has one) and the Dispute Resolution Policy:

- 57% of respondents (55) ensured that internal policies complied with the Complaints Procedure and the Policy;
- 38% of respondents (37) provided a copy of the Complaints Procedure and the Policy to new staff or directed them where to find copies;
- 35% of respondents (34) provided training to staff about the Complaints Procedure and the Policy during staff induction;
- 46% of respondents (45) advised all new staff to read the Complaints Procedure and the Policy;
- 6% of respondents (6) provided ongoing training to staff about the Complaints Procedure and the Policy, the majority of which (4 respondents) provided annual training. This was a reduction from 17% in the Last Survey; and
- 8% of respondents (8) displayed relevant portions of the Complaints Procedure and the Policy in staff areas.

11% of respondents (11) did not know what measures they took to address this obligation under the Industry Code.

Several respondents also reported that they helped ensure compliance by advising staff of updates to the Complaints Procedure and Dispute Resolution Policy; by providing training to relevant staff only; or by relying on third party ticket providers to handle complaints. In some cases, the respondent's business did not involve the possibility of public complaints.

4.3 Complaints register

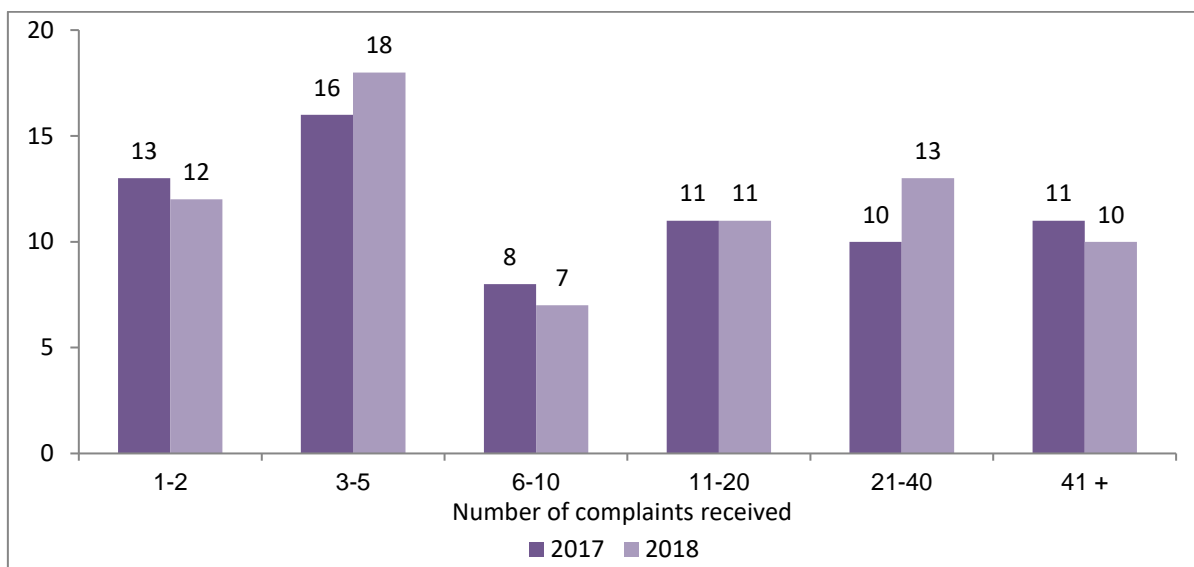
70% of respondents (70) reported that they have a register where consumer complaints and disputes are recorded. 26% of respondents (26) did not have a register, and a further 4% of respondents (4) did not know.

4.4 Number of complaints received

72 respondents reported receiving at least 1 complaint during the Review Period. It is noted that the number of complaints received by a Member is partly related to the size of the Member's business and the number of events it holds per year. The number of complaints received by any individual respondent during the Review Period varied from 0 to more than 40 as shown in the following chart:

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Number of complaints received by respondents during the Review Period



The responses did not show any major difference between the number of complaints received by respondents during the Review Period as compared to the Last Review.

4.5 Resolution of complaints

93% of respondents (91) believed that their organisation had devoted adequate internal resources to respond to consumer complaints and resolve disputes. Only 7% of respondents (7) did not believe so.

92% of respondents (65) reported that their organisation made every effort to reach a swift settlement of complaints received during the Review Period. This was a 10% improvement from the Last Review. 7% of respondents (5) reported that their organisation mostly did so, and 1% of respondents (1) said that their organisation sometimes did so.

92% of respondents (65) reported that all complaints they received during the Review Period were resolved. 8% of respondents (6) said that the vast majority of complaints received during the Review Period were resolved. No respondents reported that none of the complaints they received during the Review Period were resolved.

4.6 Referral of complaints to LPA

In the event that Members are unable to settle complaints between themselves and a consumer, Part B (Section 7) of the Industry Code requires the complaint to be referred to the LPA Complaints Officer.

Of the respondents who reported that they received complaints during the Review Period, 19% of respondents (14) reported that every unresolved complaint was reported to the LPA Complaints Officer. This is an increase from the Last Review, when no respondent confirmed that all unresolved complaints were reported to the LPA Complaints Officer. 4% of respondents (3) reported that some of the unresolved complaints were reported; whilst 46% of respondents (33) reported that no unresolved complaints were referred to the LPA Complaints Officer during the Review Period. This is a significant increase from the Last Review. For completeness, we note that although there were a total of 50 responses above, only 6 respondents reported that some complaints which were received during the Review Period remained unresolved. A

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similar issue arose in the Last Review, when 16 respondents answered, despite only 6 respondents reporting that there were unresolved complaints during the Review Period.

4.7 Member comments

Respondents generally noted that complaints raised with them were often due to the subjective customer experience (including issues such as ticket prices and length of shows), but that they nonetheless tried to work with the customer to achieve an amicable resolution.

5. Terms and Conditions of Sale and Entry

5.1 Existence and acceptance of terms

Part B (Section 10) of the Consumer Code states that when a consumer buys a ticket to a live event, the terms and conditions of sale and entry (**Terms and Conditions**) will set out the conditions applicable to that event and that the consumer will usually have to agree to the Terms and Conditions as a condition of purchase. Part 10 of the Consumer Code also provides that it is the individual Member's obligation to ensure the consumer is aware of, and agrees to, the Terms and Conditions.

Only 4% of respondents (4) reported that it was not a condition of the purchase of a ticket for consumers to agree with any Terms and Conditions. A further 4% of respondents (4) reported that they did not have their own terms and conditions for sale and entry to events. 6% of respondents (6) reported that they did not organise events.

Respondents reported using the following methods to ensure consumers are aware of, and agree to, the Terms and Conditions:

- 70% of respondents (70) required consumers to agree with the Terms and Conditions online before purchasing a ticket;
- 51% of respondents (50) advised consumers of important terms on the telephone before purchase of the ticket and provided more detailed information on request;
- 42% of respondents (41) prominently displayed the Terms and Conditions at physical sale counters and required consumers to indicate their agreement before purchase;
- 42% of respondents (41) provided a summary of the Terms and Conditions at the time of purchase;
- 8% of respondents (8) reported that Terms and Conditions were left to ticketing agents; and
- 6% of respondents (6) reported that their Terms and Conditions were available on their website or were otherwise provided to the customer, but customers were not explicitly required to agree to them.

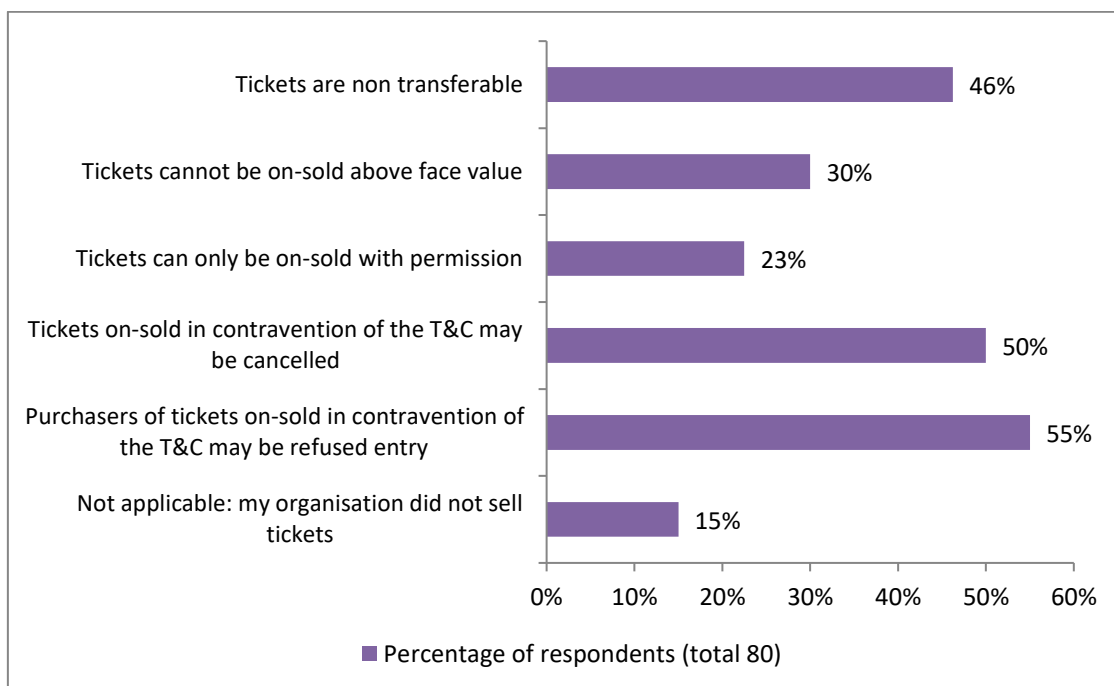
It should be noted that although explicit agreement from a consumer to the Terms and Conditions is best practice, it is not required for the Terms and Conditions to be binding on the consumer as long as appropriate steps have been taken to make consumers aware at the time of purchase that such Terms and Conditions are in place and where those Terms and Conditions can be accessed.

5.2 Existence of common terms

The following chart sets out the number of respondents which included certain common terms in their Terms and Conditions during the Review Period.

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Which of the following terms are included in a Member's Terms and Conditions?



There was a reduction of approximately 15% in respondents reporting that they included the term that 'Tickets are non-transferable' and that 'Tickets cannot be on-sold above face value' from the Last Review to this Review.

One respondent reported that it offered exchange of tickets without charge for its subscribers.

6. Consumer law

6.1 Awareness of obligations under the Australian Consumer Law

The Australian Consumer Law (being Schedule 2 of the *Competition and Consumer Act 2010* (Cth)) places certain obligations on entities that deal with consumers. These obligations apply in addition to the Codes and any Terms and Conditions, and include:

- that such entities must not engage in misleading or deceptive conduct;
- certain mandatory consumer guarantees which apply to the acquisition of goods and services; and
- a prohibition on including unfair terms in standard-form agreements (such as ticketing terms and conditions).

6.2 Unqualified restrictions and broad exclusions of liability

One specific right granted to consumers by the Australian Consumer Law is the right to certain remedies, including a refund, exchange and/or compensation, where services do not comply with the statutory consumer guarantees, such as where the services are not provided with due care and skill or where the services are not fit for their specified purpose. As such, phrases such as 'no refund or exchange' or broad exclusion of liability such as 'we are not liable for any loss or damage incurred by you attending the event' can be misleading by implying that consumers cannot obtain a refund or exchange for their ticket or that the event organiser is not liable for any loss or damage suffered by consumers in any circumstances. By using unqualified statements such as 'no refunds', Members may be exposing themselves to

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prosecution by third parties or the Australian Competition and Consumer Commission (**ACCC**) under the Australian Consumer Law.

Because of this, a Member's Terms and Conditions should not attempt to limit consumers' statutory rights with broad exclusions of liability or unqualified statements such as '*no refund or exchange*' without also stating that under the Australian Consumer Law and the Consumer Code, there are circumstances in which consumers may be entitled to a refund. After excluding the 15 respondents who answered that this question did not apply to them and the 3 respondents who didn't know, 15% of respondents (11) stated that they always used the phrase 'no refund or exchange' without an appropriate qualification during the Review Period, with a further 16% of respondents (12) reporting that they sometimes did so. 69% of respondents (52) never used that phrase, or never did so without such qualification. These percentages are almost identical to those from the Last Review, except that there has been an 11% improvement in the percentage of respondents who reported that they never using such terminology.

With respect to broad exclusions of liability in Members' Terms and Conditions, and after excluding respondents who stated that the question was not relevant to them or that they didn't know the answer, 91% of respondents (68) never included such terms during the Review Period (up from 83% in the Last Review). 9% of respondents (7) always include such terms in their Terms and Conditions.

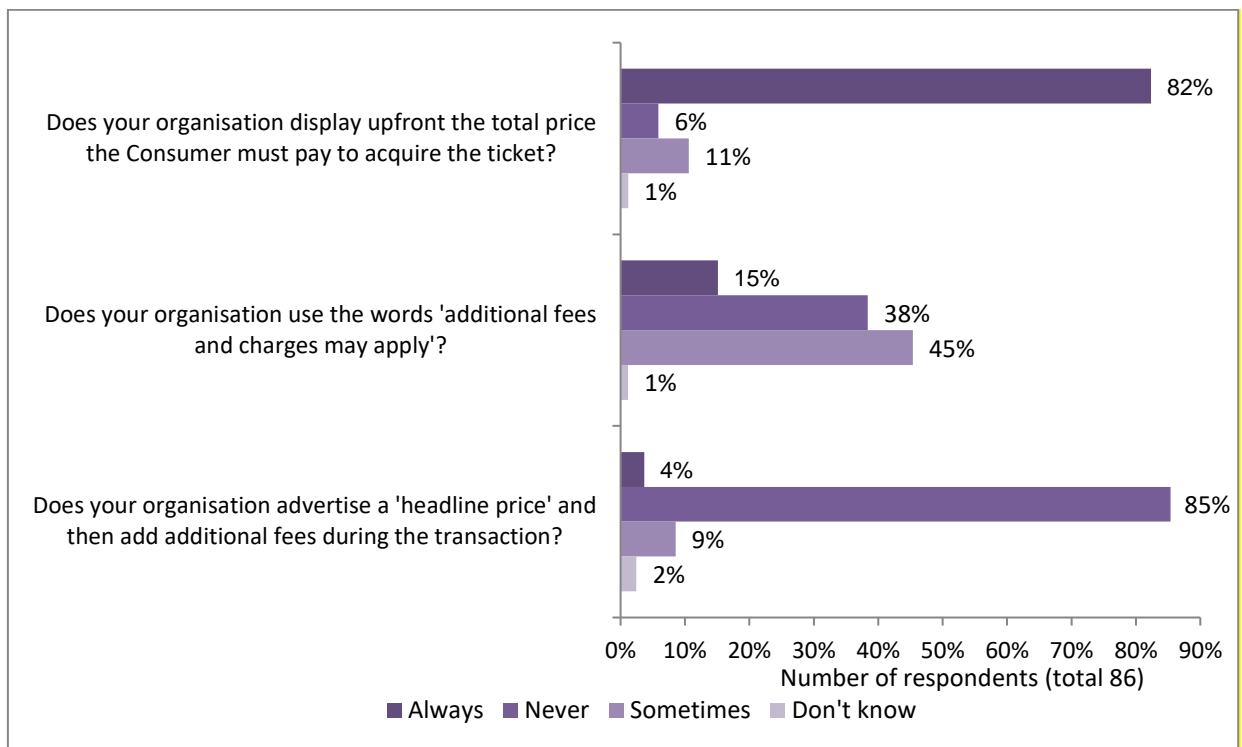
6.3 Pricing obligations

In accordance with the Australian Consumer Law, the Industry Code requires that any representation of the price of entry to an event must reflect the total price (at least as prominently as any component price), including all mandatory charges (such as GST or mandatory service fees) which the consumer must pay to acquire entry. If there are additional charges that cannot be calculated at the time, their existence (and wherever possible, the amount) should be clearly indicated.

Since mandatory fees must be included in all representations of the ticket price, phrases such as '*additional fees and charges may apply*' may only be used where the fee or charge does not apply to every consumer or where they depend on the purchase method. A failure to comply with this is likely to breach the pricing obligations of the Australian Consumer Law and/or the Industry Code.

The following chart sets out how respondents deal with ticket prices and additional fees, after excluding responses that stated the question did not apply to them.

The display of ticket prices and additional fees



The responses were largely identical to those in the Last Review.

7. Cancellations and refunds

7.1 Cancelled, rescheduled and relocated events

Part B (Section 13) of the Consumer Code provides that, where an event is cancelled or rescheduled, or relocated such that its nature or geographic location is fundamentally altered, the consumer has an automatic right to a refund if they do not wish to attend the rescheduled or re-located event. Part B (Section 13) of the Consumer Code also requires Members to:

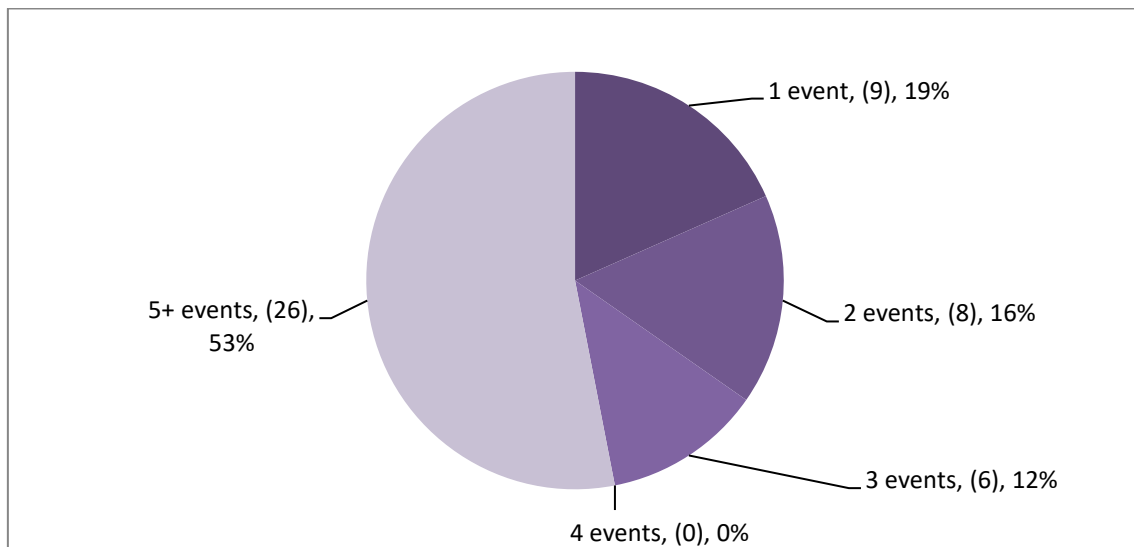
- use their best endeavors to advise consumers as early as possible;
- use reasonable endeavors to provide consumers with similar seating locations at the rescheduled event; and
- provide a full refund if the consumer does not wish to attend the replacement event.

56% of respondents (49) reported that during the Review Period they either had to cancel or reschedule an event, or relocate an event such that its nature or geographic location was fundamentally altered.

The following chart sets out the number of events that respondents reported they had to cancel, reschedule or relocate during the Review Period:

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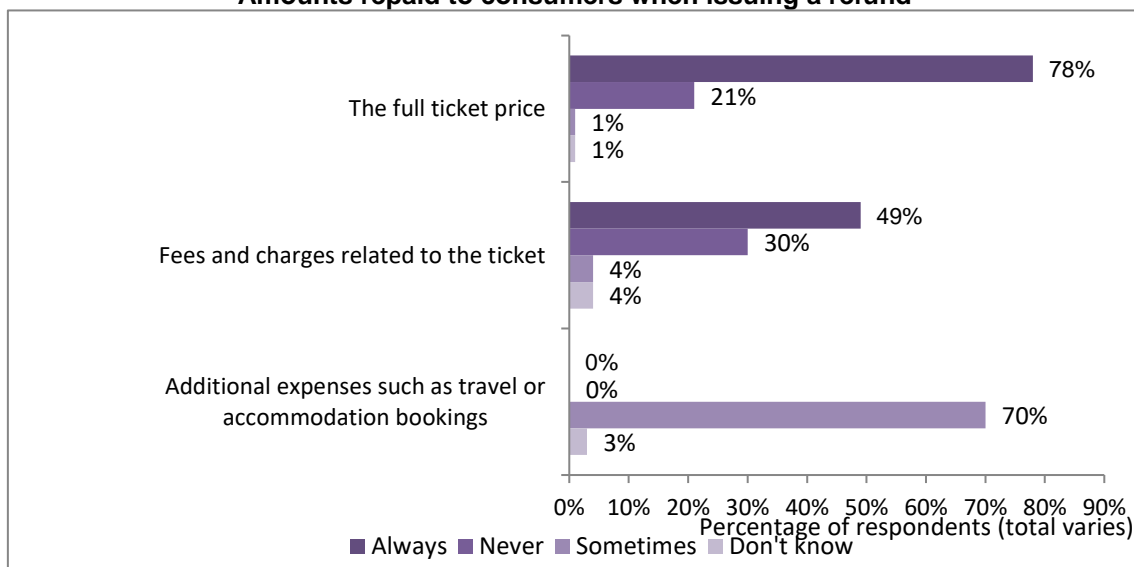
Number of events respondents cancelled, rescheduled or relocated during the Review Period



Of those 49 respondents, each respondent confirmed that they always used their best endeavours to advise consumers as early as possible and that they used reasonable endeavours to provide consumers with similar seating (or that it didn't apply to them). 4% of respondents (2) reported that if the consumer did not wish to attend the rescheduled event, they sometimes provided a full refund. Every other respondent advised that they used reasonable endeavours to provide consumers with similar seating, or, if the consumer did not wish to attend the rescheduled event, a full refund.

Consumers that have pre-purchased tickets to an event that is subsequently cancelled, rescheduled or relocated may have incurred ancillary costs such as accommodation bookings, plane tickets and car hire fees. 88% of respondents (43) reported that no consumers requested a refund of such ancillary costs during the Review Period. 10% of respondents (5) said that between 1 and 5 consumers requested a refund of such ancillary costs, whilst 1 respondent said that between 6 and 20 consumers made such a request. No respondent reported having more than 20 consumers make such a request. The following table shows which amounts were repaid to consumers when Members provided a refund.

Amounts repaid to consumers when issuing a refund



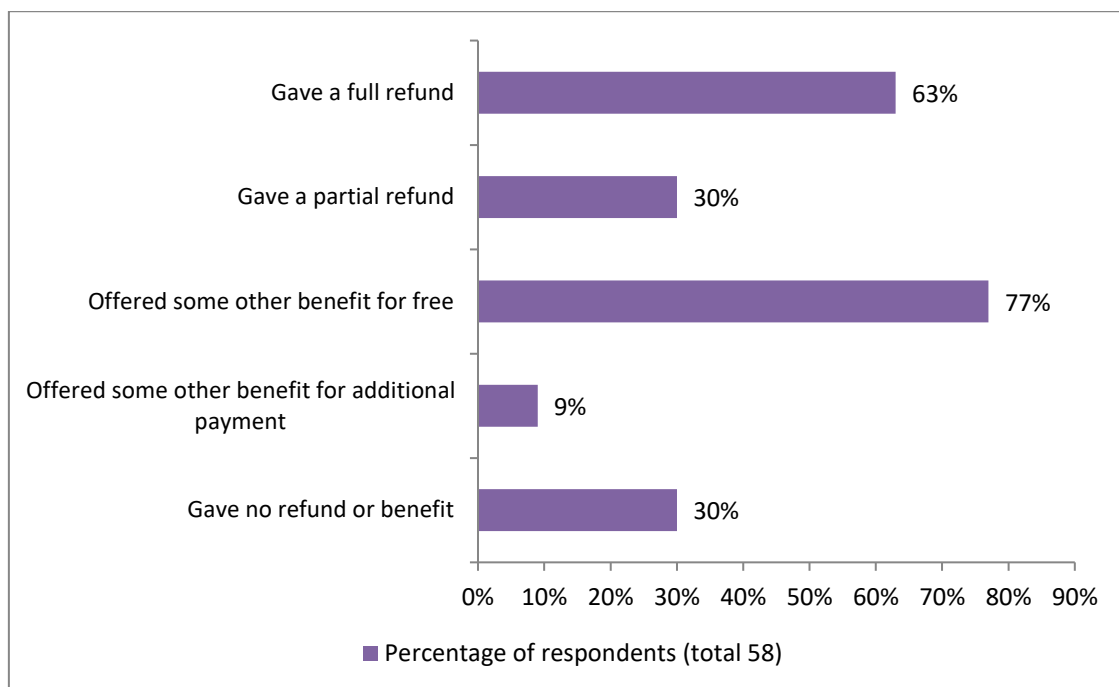
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No respondent reported being involved in a cancelled or rescheduled event for which consumer monies were not available to meet refund obligations.

7.2 Issues during an event

58 respondents reported that they received complaints during the Review Period from consumers who complained that an incident outside of the consumer's control affected their enjoyment of an event, such as a technical failure. The following table shows how respondents reporting dealing with such complaints (and respondents were asked to select all options that applied to them during the Review Period):

The ways respondents dealt with event complaints



7.3 Cancellations during an event

During the Review Period, 16 respondents had an event cancelled during an event due to unforeseen circumstances. Of those respondents, a full refund was always given to consumers by 59% of respondents (10) (down from 93% of respondents (28) in the Last Review). 18% of respondents (3) gave a full refund for some events and a partial refund for other events. A further 24% of respondents (4) gave a full or partial refund for some events, but didn't provide any refund for other events.

When unforeseen circumstances arose that required an event to be cancelled mid-event, 24% of respondents (4) reported always, or sometimes, having difficulty determining whether to provide a full refund or a partial refund. 71% of respondents (12) reported never having any difficulty. There was one other respondent who stated that the question did not apply to them.

7.4 Discretionary refunds

Occasionally, circumstances outside the control of a consumer can fundamentally affect the consumer's enjoyment of an event. This can include things such as unruly patrons or the occurrence of a major sound failure. 70% of respondents (64) reported providing a

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discretionary refund during the Review Period. 20% of respondents (18) did not provide any discretionary refunds and the remaining 11% of respondents (10) did not know.

Of those respondents who reported providing a discretionary refund, 45% only provided 1-5 consumers with a discretionary refund during the Review Period. A further:

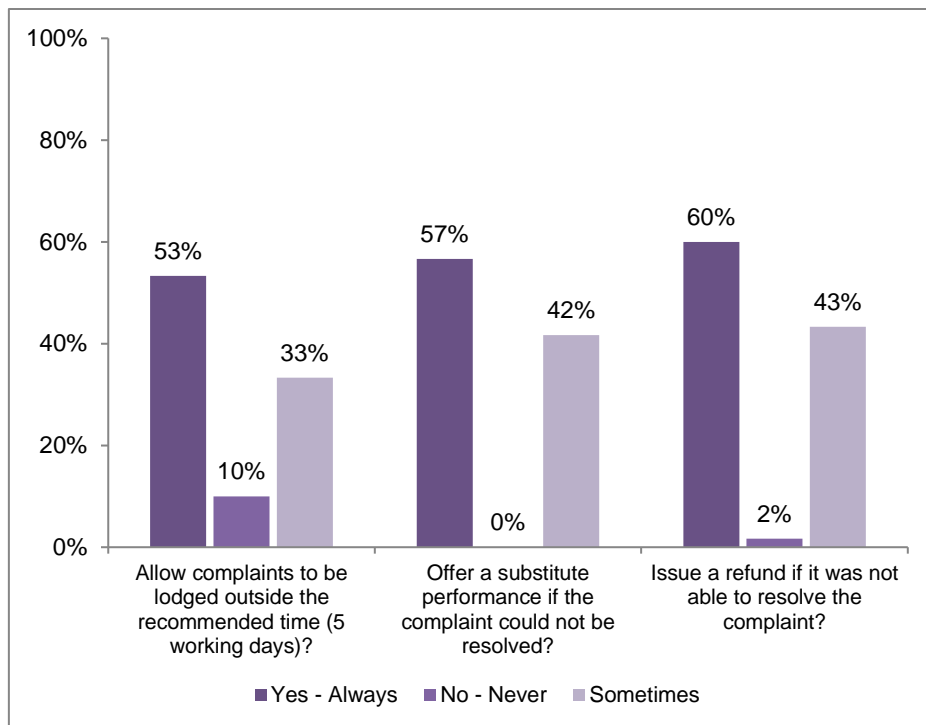
- 18% of respondents (11) provided 6-10 consumers with a discretionary refund;
- 22% of respondents (14) provided 11-20 consumers with a discretionary refund;
- 14% of respondents (9) provided 21 to 50 consumers with a discretionary refund.

One respondent gave more than 50 consumers a discretionary refund during the Review Period.

The majority of respondents (98%) confirmed that they provided discretionary refunds to maintain a positive experience for the consumer. Other reasons for respondents to offer a discretionary refund during the Review Period included: to reduce negative criticism (47% of respondents (30)); and to protect their reputation and brand (70% of respondents (45)). Another respondent said that they provided such a refund because they knew they could resell the ticket to a new consumer.

The reaction of Members to complaints made by consumers due to an incident outside the control of the consumer is set out in the following chart.

If a complaint was made due to events beyond the control of the consumer, did the respondent (64 total respondents):



There was an approximate drop of 20% in the percentage of respondents who always offered the above options and a corresponding 20% rise in the percentage of respondents who sometimes offered that option from the Last Review. There was no substantive change in the percentage of respondents who never offered the above options.

8. Advance ticket monies

Part C of the Industry Code recognises that consumers have an interest in advance ticket monies, being the money paid for their tickets, until such time as the relevant event is held. Members in receipt of the advance ticket monies must comply with the requirements in Part C of the Industry Code.

There are generally two categories of Members when it comes to advance ticket monies: Members who self-ticket events, and Members who are, or who engage, third party ticketing organisations. The same general obligations apply to both categories, with some differences as follows.

8.1 Self-ticketed events

10 respondents reported self-ticketing events. Under Part C of the Industry Code, self-ticketing Members should open and maintain an account to hold advance ticket monies that they receive on trust for consumers until after the event (**Trust Account**).

Of the 10 respondents who reported self-ticketing events, 50% of respondents (5) confirmed that they always deposit advance ticket monies into Trust Accounts. 30% of respondents (3) said that they never do so, and the remaining 2 respondents did not know. This is equivalent to the response rate reported in the Last Survey.

8.2 Events with third parties

73 respondents reported being involved in the sale of tickets to events using third parties (e.g. a ticketing company). Respondents include both ticketing companies and promoters/producers or venues that engage third party ticketing companies.

(a) Terms of agreements with third parties

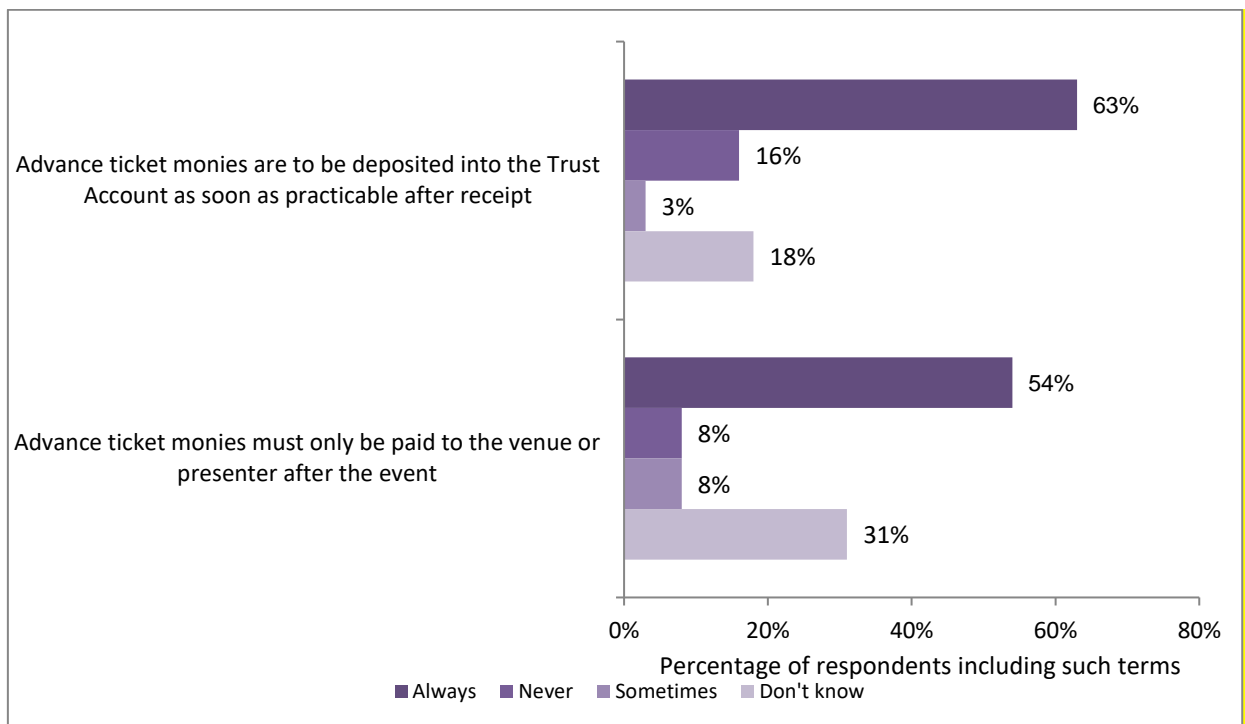
Members who are involved in the ticketing of events with third party organisations should ensure that the relevant agreements contain certain provisions.

84% of respondents (61) reported that during the Review Period their agreements with third parties always required compliance with the Industry Code with respect to advance ticket monies (up from 77% in the Last Survey). One respondent reported that their agreements sometimes did. 3% of respondents (2) said that their agreements did not contain any such clause, but that they relied on alternative methods to protect consumer monies. The remaining 12% of respondents (9) did not know.

The following chart sets out the number of respondents who include the stated terms in their ticketing agreements.

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Specific terms included in ticketing agreements with third parties

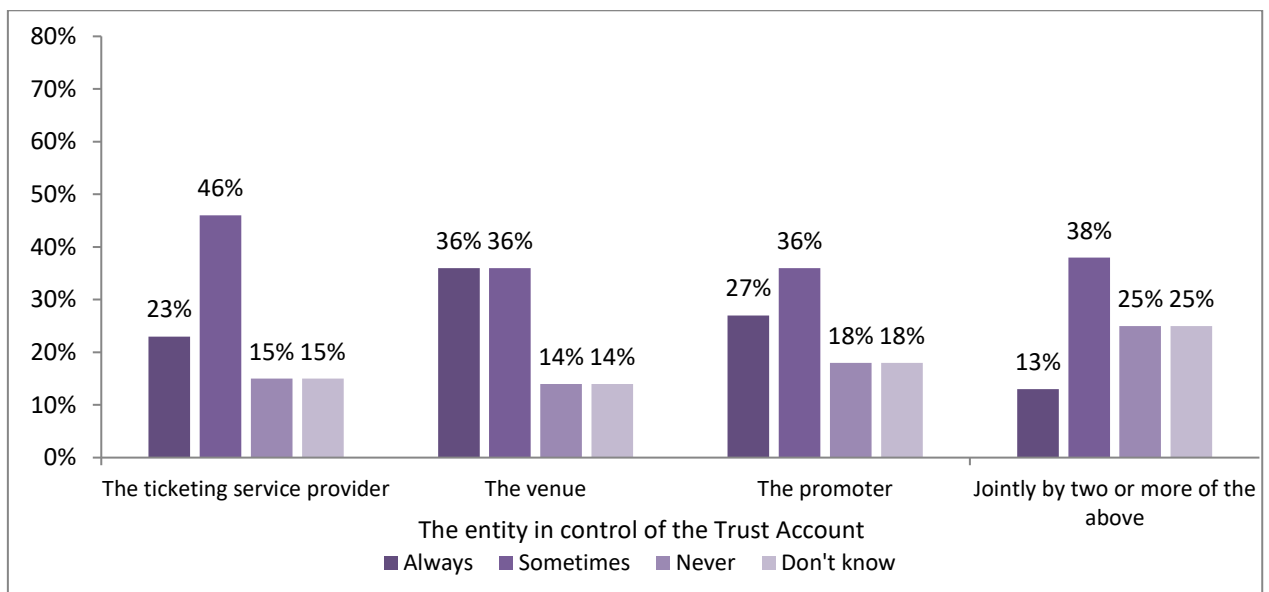


These figures are roughly equivalent to those from the Last Review, except that there was a 20% drop from 74% to 54% in the respondents reporting that their agreements with ticketing agents required ticket monies to be paid only after the event and a corresponding 28% increase from 13% to 31% of respondents reporting that they didn't know whether their agreements included that requirement.

(b) The entities in charge of Trust Accounts

The following chart shows the entity or entities responsible for the operation of Trust Accounts during the Review Period:

Which entities were in control of the Trust Account during the Review Period?



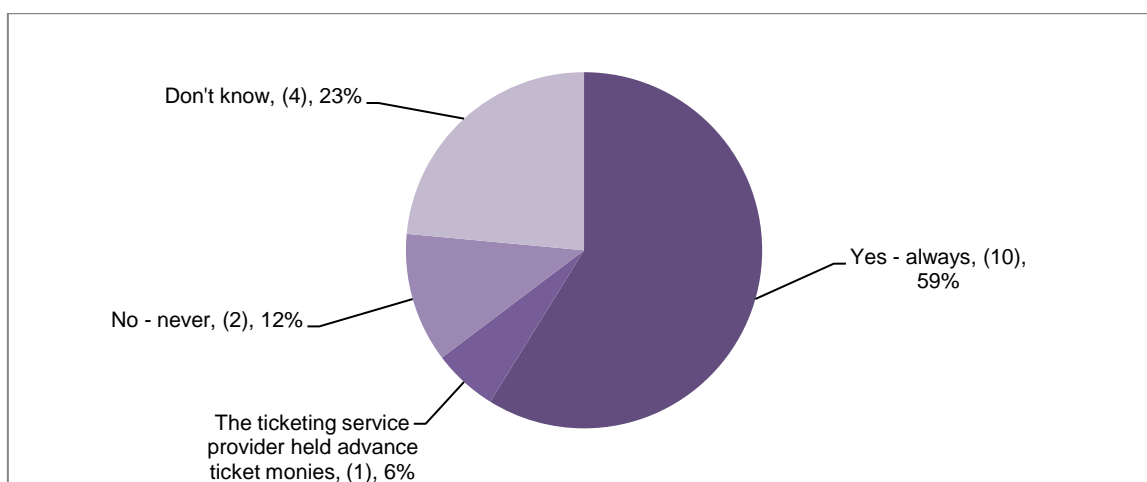
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Since the Last Review, the percentage of respondents answering that the ticketing service provider is always in control has decreased from 65% to 23% of respondents (3), whilst the percentage for venues has decreased from 51% to 36%. There has been a corresponding jump in the percentage of respondents answering 'sometimes'.

8.3 Advance ticket monies held on trust

Part C (Section 11) of the Industry Code requires that once advance ticket monies have been collected, they must be held on trust for consumers until after the event. The following chart shows that the vast majority of respondents comply with their obligations.

Are advance ticket monies held on trust for consumers until after the event?



Due to the low number of respondents who answered this question, it is not ideal to draw conclusions about how advance ticket monies were held as a whole across the industry during the Review Period.

8.4 Type of account used for Trust Accounts

In some instances, depending on how the advance ticket monies are held, the financial services licensing provisions of the *Corporations Act 2001* (Cth) may apply. This is more likely where the advance ticket monies are held in anything other than a basic deposit account (such as an interest bearing account or term deposit account).

43% (30) of respondents always held advance ticket monies in basic deposit accounts. This is a slight decrease from the 51% reported in the Last Review, but still better than the 37% of respondents from the 2014 review. A further 36% (25) of respondents did not know how their organisation held advance ticket monies. 10% (7) and 11% (8) of respondents reported that their organisation always and sometimes (respectively) held advance ticket monies in accounts other than basic deposit accounts.

8.5 Deposits of advance ticket monies

Part C (Section 11) of the Industry Code provides that Trust Accounts should only be used for advance ticket monies. Any other monies should be deposited into a different account unless the monies are collected as part of the ticket transaction (such as pre-payment of a souvenir program or parking fees) and there are appropriate policies in place including:

- the type of monies that may be deposited;

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- how and when transfers of those monies may be made out of the Trust Account; and
- how regularly reconciliations will be performed.

One respondent said that they sometimes deposited monies into the Trust Account that had not been collected as part of the ticket transaction.

Two respondents reported that they only ever deposited monies other than advance ticket monies into a Trust Account if those monies were collected as part of the ticket transaction as permitted by the Industry Code. Of those, one respondent confirmed that they had appropriate policies in place as set out above. The other respondent reported that they did not know whether they had such appropriate policies in place.

Given the low number of responses, it is not possible to compare these results to those of the Last Review, when 33% of respondents (7) reported that monies which were not part of the ticket transaction were sometimes deposited into a Trust Account during the relevant review period.

8.6 Investment policy

Part 12 (Section C) of the Industry Code states that entities with control of advance ticket monies should have an investment policy in place. 17% of respondents (14) had an investment policy setting out how advance ticket monies will be invested, while 24% of respondents (21) did not. The remaining 58% of respondents (48) stated that this was not applicable to them or that they did not know.

Of those respondents with an investment policy, 43% of respondents (6) always made the investment policy available on request to other stakeholders during the Review Period. One respondent sometimes did and 35% of respondents (5) never did. There was a large increase from 12% to 35% of respondents who never made the investment policy available on request from the Last Survey, although the total number of respondents is very low.

8.7 Audit

In the experience of 35% of respondents (6), the venue, presenter, promoter, producer and/or ticketing service provider was always able to request an audit (or another legally binding assurance) to verify that the sum of money in the Trust Account matched the advance monies liability. For 12% of respondents (2), they were not able to do so. 24% of respondents (4) reported that there were no requests for such an audit during the Review Period, and a further 29% of respondents (5) did not know. These results were very similar to those from the Last Survey.

8.8 Where ticketing proceeds are made available to the venue or promoter prior to event

Part C (Section 15) of the Industry Code says that in limited circumstances, it may be reasonable for advance ticket monies to be released to a party with a commercial interest in the advance ticket monies (usually the venue or presenter) prior to the event occurring. These circumstances each require specific security from the recipient. The details of these securities, and the answers made by respondents to each in respect of the Review Period, are as follows:

- (a) 9% of respondents (2) reported that ticketing proceeds had been made available prior to the event where the recipient had provided to the ticketing service provider a guarantee from a bona fide financial institution in a form that

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was sufficient to secure an amount equal to those ticket proceeds. 91% of respondents (20) did not;

- (b) 13% of respondents (3) reported that ticketing proceeds had been made available prior to the event where the recipient: (i) had agreed to immediately satisfy all refund obligations and; (ii) was an LPA Member that was in receipt of triennial Government Funding. 87% of respondents (20) did not;
- (c) no respondents reported that ticketing proceeds had been made available prior to the event to a Government venue which had an explicit guarantee that the Government would cover any consumer refunds if required;
- (d) 13% of respondents (3) reported that ticketing proceeds had been made available prior to the event where the recipient had agreed to, and demonstrated the ability, to immediately satisfy all refund obligations. 87% of respondents (20) did not.

No respondents reported that advance ticket monies had been released under any other circumstances.

These are largely the same percentages as reported in the Last Review and the one before it.

8.9 Disputes

One respondent reported that it always had disputes or difficulties with third parties due to the treatment of advance ticket monies. No other respondent (17) had any such disputes or difficulties. This is roughly equivalent to the reported rates in the Last Survey, although there was a low number of respondents to this question for this Survey and the Last Survey.

9. Ticket Resale

9.1 Ticket resale platforms

There are were only a small number of respondents which reported that they operate a ticket resale platform. Those that do all confirmed that they include prominent statements on their websites and advertisements that the platform sells secondary tickets and that they collect the following data on secondary tickets to be sold on the platform:

- Name, date, place and time of event;
- Face value of the ticket;
- Type of the ticket;
- Section / block, row and seat (if applicable) of the ticket;
- Any restrictions on the ticket; and
- Other pertinent information.

All those operating a ticket resale platform reported that they take reasonable steps to remove a secondary ticket listing if the reseller engages in fraudulent activity. One respondent also reported that they take reasonable steps to remove a listing if:

- The resale of the ticket is prohibited under the terms and conditions of the ticket or event;
- The advertised price breaches applicable laws;
- Tickets are not yet officially on sale to the general public or via presales;
- The ticket offered for resale is known or suspected to be a speculative listing; or
- The listing includes inaccurate or misleading information.

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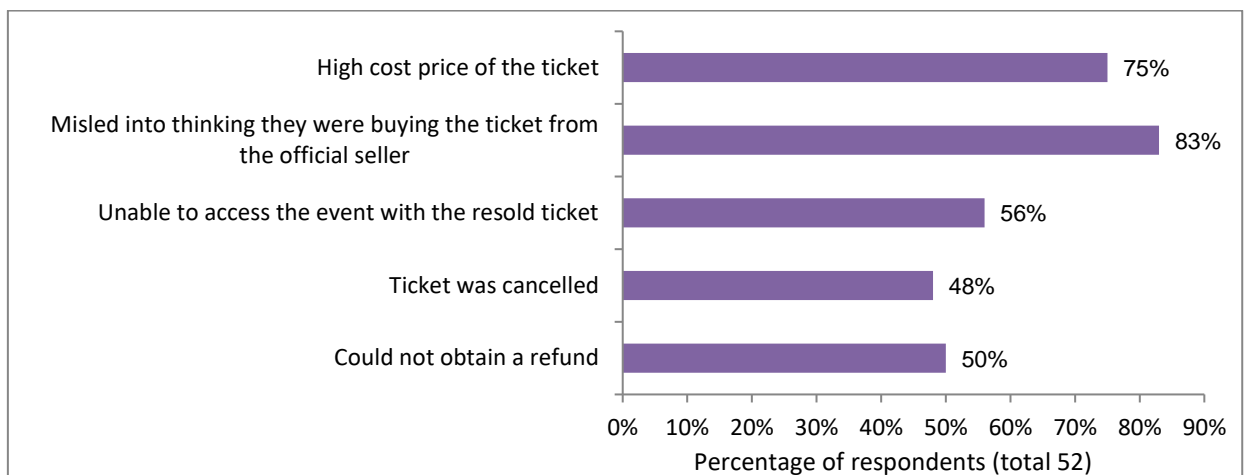
Another respondent reported that the above points were not applicable to it.

One respondent stated that proceeds from the sale of secondary tickets are not released to the seller until after the event has been held.

9.2 Respondent experiences

A total of 52 respondents reported receiving complaints about the secondary ticket market from consumers during the Report Period. A summary of these complaints is set out in the following chart:

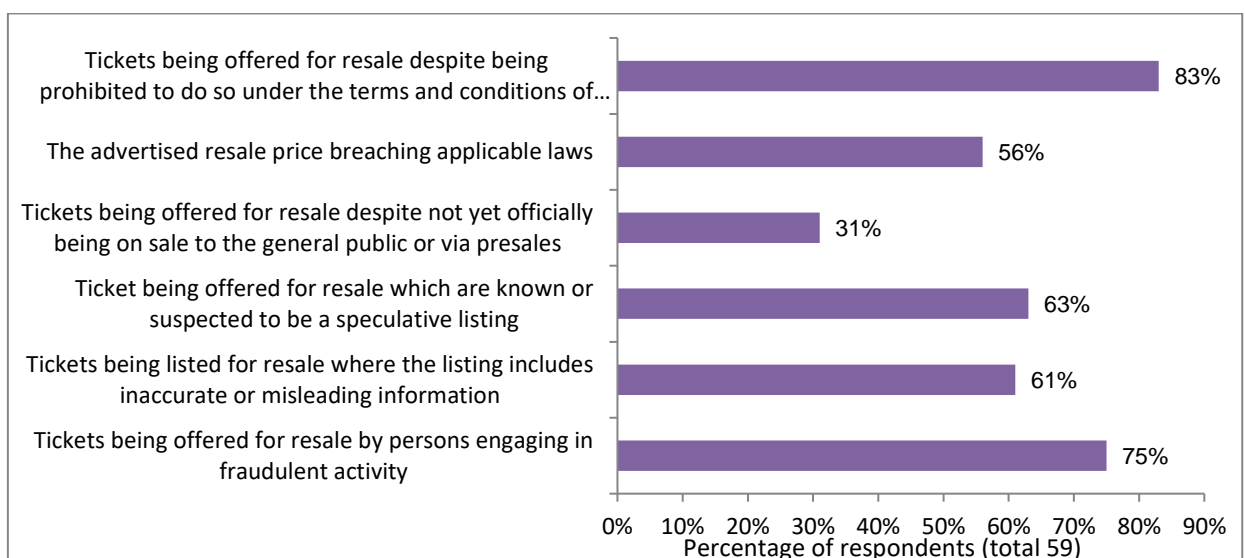
Complaints received by respondents about the secondary ticket market



Respondents also reported that consumers were misled by ticket resellers in respect of the nature of the ticket, for instance that the reseller advertised them as VIP access, when it was a seat in the stalls. One other respondent reported complaints about ticket resale platforms engaging in drip pricing.

The following chart sets out respondents' concerns with ticket resellers in respect of their events during the Review Period:

Potential ticket resale issues



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After removing respondents who advised that the question was not relevant, 46% of respondents (28) reported that they cancelled a ticket, or refused entry to a consumer who held a ticket, that had been purchased from a ticket resale platform. 34% of respondents (21) said that they had not taken any such action, and a further 20% of respondents (12) did not know.

10. Survey Observations and Limitations

- (a) As with the Last Survey, this Survey was designed such that questions which were irrelevant to particular respondents (based on their previous answers) would not be displayed. This means that not every respondent saw every question of the Survey. Therefore, it does not necessarily follow that questions with fewer overall responses were not answered. Instead, a smaller proportion of respondents may have seen that question compared to other questions.
- (b) Unlike the Last Survey and the one before it, very few respondents started, but did not finish, the Survey. 114 respondents started this Survey with only five of them duplicates (compared to 173 and 42 respectively in the Last Survey and the one before it). Of the remaining 109 respondents, 83% of respondents (90) answered the final question and 90% answered more than half of the questions.
- (c) There was a significant decrease in the number of responses from the Last Survey, from 158 unique respondents to 109 unique respondents to this Survey. This meant that some of the questions in the Survey had very low response rates. As a result, it is generally not possible to draw accurate percentages from the data.

11. Training

Within the Survey, LPA asked the respondents to list the seminars that the organisation would be interested in having its employees attend. In order of descending popularity, from 142 responses received, those seminars are:

- obligations under the Industry Code (87% of respondents (77));
- obligations under the Consumer Code (76% (68) of respondents);
- consumer laws regarding refunds (62% (55) of respondents);
- consumer laws regarding pricing (61% (54) of respondents);
- secondary ticket market and resale issues (58% (52) of respondents);
- consumer laws regarding advertising (57% (51) of respondents);
- obligations with respect to complaints and dispute resolution (57% (51) of respondents);
- the consequences of cancelling or postponing events (57% (51) of respondents);
- obligations with respect to advance ticket monies (39% (35) of respondents);
- issues regarding pop-up events (29% (26) of respondents); and
- respondents also asked for seminars on the following topics: accessibility bookings, privacy issues, internal policies and procedures (such as bullying and sexual harassment) and LPA's role in the industry.

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Part C Complaints

There were 153 complaints referred to the LPA Complaints Officer during the Review Period (52 between 1 January 2017 and 31 December 2017, and 101 between 1 January 2018 and 31 December 2018). This is compared to:

- (a) 89 complaints received between 1 January 2015 to 31 December 2016; and
- (b) 46 complaints received between 1 January 2013 to 31 December 2015.

With respect to the complaints referred to the LPA Complaints Officer, all of the complaints to Members were stated by the LPA Complaints Officer to have been resolved in compliance with the Codes. 25 complaints were found by the LPA Complaints Officer not to involve the conduct of a Member and were therefore not subject to the Codes. Occasionally, Members provided remedies to consumers over and above the requirements of the Codes. Set out below is a summary of complaints referred to LPA by Members or made by members of the public directly to the LPA.

Where multiple consumers have made the same (or similar) complaint in respect of the same event, we have grouped those complaints together. Otherwise, the complaints are in the order set out in the document provided by the LPA Complaints Officer to the Code Reviewer.

COMPLAINTS RECEIVED DURING 2017 CALENDAR YEAR

Issue	Code	Outcome	Compliance
<p>Incident affecting enjoyment of event - quality: Consumer believed the performance and concert delivery was not up to standard.</p> <p>Failure to respond to complaint: Consumer stated that the promoter did not respond to the complaint when raised directly with them.</p>	<p>Under the Code, a Member is not required to provide a refund if a consumer is dissatisfied with the performance.</p> <p>Under the Code, Members should deal with complaints as soon as practicable.</p>	<p>Consumer was informed that in accordance with the Code she was not entitled to a refund.</p> <p>Member recognised an internal administrative error occurred that led them to miss the complaint. Member agreed to address the error.</p>	<p>Member complied with the Code.</p> <p>Member resolved to rectify error and comply with the Code.</p>
<p>Failure or inability to attend: Consumer bought tickets to two events as a gift and wanted to know options for exchange or refund if the recipients could not attend</p>	<p>Under the Code, a Member is not required to provide a refund if a consumer is unable to attend an event.</p>	<p>Consumer was informed that in accordance with the Code she was not entitled to a refund and was advised to ask event organiser for discretionary refund / exchange.</p>	<p>Member complied with the Code.</p>
<p>Additional ticket release: Consumer believed he was denied the opportunity to buy the best available tickets because seats had been held back during the general sale and released later.</p>	<p>Under the Code, a consumer is not entitled to a refund for tickets purchased prior to the release of additional seats or dates.</p>	<p>Consumer was informed that in accordance with the Code refunds or exchanges are not required to be provided.</p> <p>Member advised that the additional seats were released after the final staging was confirmed.</p>	<p>Member complied with the Code.</p>
<p>Ticketing/purchase error: Consumer purchased an after party ticket without realising that a ticket to the main event was required to attend the after party.</p> <p>The consumer believed this requirement was not communicated clearly.</p>	<p>No entitlement to a refund where consumer is at fault; consumer may be entitled to a refund if the system or Member is at fault.</p>	<p>LPA found that the condition was clearly and prominently advertised.</p> <p>Member provided evidence of how the condition for a main event ticket was displayed on their website. The matter was referred to the Code Reviewer, who found that the information that a main event ticket was needed to attend the after party was clearly communicated prior to the purchase of tickets. LPA suggested that the ticket seller implement a mechanism online to ensure it was not possible to purchase an after party ticket without a festival ticket to avoid confusion.</p>	<p>Member complied with the Code.</p>

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Issue	Code	Outcome	Compliance
Ticketing/purchase error: Consumer was provided a 50% refund for disruption and confusion that occurred during the event due to misprinted seat numbers on tickets in her seating area. Consumer wanted a full refund. Consumer attended the concert in full in the seat numbers issued for the tickets.	No entitlement to a refund where consumer is at fault; consumer may be entitled to a refund if the system or Member is at fault.	Consumer was informed that LPA did not find sufficient grounds for a full refund as the concert was delivered and attended in full, and the seat numbers issued for their ticket purchase were provided.	Member complied with the Code and did more than was required.
Misleading advertising: The complainant believed from the marketing material that a particular musician would be orchestrating the orchestra, but the orchestra was just playing the musician's music.	This may constitute misleading or deceptive conduct; if so, it is prohibited under the Australian Consumer Law.	LPA contacted the Member who provided examples of marketing material. LPA also went back to the complainant to ask for marketing material that she looked at prior to buying tickets. The complainant provided a screenshot from a Facebook description of the event. The Member's view was that consumers are not entitled to a refund as a conscious effort was made to not advertise the event performed entirely by the musician.	Member complied with the Code.
Misleading advertising: The complainant believes she was sold tickets to an orchestra under false pretences because the show was advertised with a large picture of a musician and she believed he would be on stage during the event and it would be his 'best hits'. This was not the case and she did not recognise many of the pieces played.	This may constitute misleading or deceptive conduct; if so, it is prohibited under the Australian Consumer Law.	LPA contacted the Member who provided examples of marketing material. The Member's view was that consumers are not entitled to a refund and that conscious effort was made to not advertise the event performed entirely by the musician.	Member complied with the Code.
Incident affecting enjoyment of event - sound: Consumer claimed sound quality in their seating area was poor, and security would not allow them to move to a new location. This was raised with staff on the night and staff acknowledged the problem.	This may fall under Consumer Guarantees or the Code. In such circumstances, a refund may be given.	LPA found that the consumer should receive an offer of compensation. Member offered the consumer complimentary tickets to another event.	Member resolved to offer replacement tickets and complied with the Code.
Misleading advertising: Consumer believed the show was not delivered to the quality advertised, as well as seating not configured as advertised.	This may constitute misleading or deceptive conduct; if so, it is prohibited under the Australian Consumer Law.	Consumer was informed that the event organiser is not a Member. LPA suggested contacting QLD Office of Fair Trading if the issue cannot be resolved.	Entity was not a Member.
Incident affecting enjoyment of event - venue mismanagement: Consumer was forced to sit in different seats than those purchased as other consumers refused to move and security was not able to remove them.	Under the Code, a refund may be given if circumstances out of the consumer's control fundamentally affect their enjoyment of the event. This may also fall under Consumer Guarantees.	Member provided a refund.	Member complied with the Code.
Incident affecting enjoyment of event - obstructed view/seating: Pillar was blocking the consumer's view of the concert. Issue was not raised with staff and consumer attended the event in full.	Members must make any viewing restrictions clear to consumers prior to the purchase of a ticket.	LPA found that the consumer's view was obstructed and that they were not informed of this prior to the event. LPA found that compensation of some form should be provided, but that there is no automatic right to a refund. Member offered the consumer complimentary tickets to an event.	Member complied with the Code.
Ticket resale: Consumer purchased tickets from the resale site that were then re-issued, making their tickets invalid. The consumer stated that the dispute team at the Reseller were not able to assist.	The Codes do not restrict or apply to tickets sold in the secondary market.	Consumer was informed that the Codes do not apply to tickets sold in the secondary market and referred the consumer to LPA Consumer Guide and suggested contacting WA Consumer Protection if the issue cannot be resolved.	Member complied with the Code.
Ticketing/purchase error: Consumer purchased 2 tickets for their children, and then found out later that children under 12 could attend for free. Member would not provide a refund for the 2 tickets purchased.	No entitlement to a refund where consumer is at fault; consumer may be entitled to a refund if the system or Member is at fault.	LPA found that ticket pricing information was clearly displayed prior to the point of purchase. Therefore, a refund was at the discretion of the Member or venue.	Member complied with the Code.
Incident affecting enjoyment of event - obstructed view/seating: Pillar was blocking the consumer's view of the concert. Consumer raised the concern on the night and staff acknowledged the incident. Consumer did not stay for the	Members must make any viewing restrictions clear to consumers prior to the purchase of a ticket.	LPA found that the consumer should receive refund for the ticket portion of their VIP package. Member provided a refund.	Member complied with the Code.

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Issue	Code	Outcome	Compliance
concert. Advance ticket monies: An entity said that a ticketing company advanced them funds for an event that was subsequently cancelled and that the ticketing company was suing the entity for the chargebacks consumers claimed with their banks. The entity asked LPA to investigate the ticketing company's practices.	Advance ticket proceeds must be held in trust for consumers until after the Event except in limited circumstances.	LPA advised that the ticketing company was not a member of LPA and that LPA cannot pursue the matter further.	Entity was not a Member.
Change in main performer: The main performer in a stage production advertised for the show was not performing and consumers were not informed of the change prior.	Under the Code, a Member is not required to refund a performance where a substitute or understudy has replaced the main performer provided that notice has been given of the change	Member offered the consumers complimentary tickets to another performance that the main performer would be performing in.	Member complied with and exceeded the requirements of the Code.
Failure or inability to attend: Consumer requested a refund for an event she no longer wanted to attend.	Under the Code, a Member is not required to provide a refund or exchange where a consumer is unable to attend.	Consumer was informed that in accordance with the Code she was not entitled to a refund in this circumstance.	Member complied with the Code.
Incident affecting enjoyment of event - obstructed view/seating: Consumer stated view of the mainstage was obstructed for more than half the show, and she was not informed of the obstruction beforehand. Consumer stayed for the full show.	Members must make any viewing restrictions clear to consumers prior to the purchase of a ticket.	Member advised that the tickets were accurately displayed as being to the far left of the stage in which line sight would be restricted at some points, but claimed that any obstruction would only have occurred for part of the concert. LPA agreed. Consumer was informed that the Code had not been breached based on the current material provided. Member provided a good faith offer of complimentary tickets to another show.	Member complied with and exceeded the requirements of the Code.
Ticketing/purchase error: Consumer claimed that they purchased seats in "b-reserve" but were charged "a-reserve" prices and should receive a refund for the difference in price.	No entitlement to a refund where consumer is at fault; consumer may be entitled to a refund if the system or Member is at fault.	Member advised LPA that consumer was charged the correct price. Ticket prices for the event had been increased. Member also advised that consumers had the opportunity to see their seat allocation on the generic seating map during the purchase process. Member did acknowledge that the generic seating map and pricing label caused confusion and could have been better presented. Member offered a full refund if the tickets were returned but did not agree to refund the difference from the prior ticket price to the new ticket price.	Member complied with and exceeded the requirements of the Code
Ticketing/purchase error: Consumer claimed that they purchased seats in "a-reserve" but were given seats in "b-reserve" and should receive a refund for the difference in price or better seats.	As above.	As above (same event).	As above.
Ticketing/purchase error: Consumer claimed that they purchased seats in "a-reserve" but were given seats in "c-reserve" and should receive a refund for the difference in price or better seats.	As above.	As above (same event).	As above.
Ticketing/purchase error: Consumer claimed that they purchased seats in "a-reserve" but were given seats in "c-reserve" and should receive a refund for the difference in price or better seats.	As above.	As above (same event).	As above.
Failure or inability to attend: Non-Member would not provide a refund to the consumer for the event which they no longer could attend due to illness.	Under the Code, a Member is not required to provide a refund or exchange where a consumer is unable to attend.	Consumer was informed that entity was not a Member and that LPA could not pursue the matter. Consumer was also informed that under the Code they would not be entitled to a refund.	Entity was not a Member.

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Issue	Code	Outcome	Compliance
Incident affecting enjoyment of event - quality: Consumer did not enjoy the show.	Under the Code, a Member is not required to provide a refund if a consumer is dissatisfied with the performance.	Consumer was informed that the Code does not require refunds be provided where a consumer does not enjoy an event or was dissatisfied with the performance	Member complied with the Code.
Incident affecting enjoyment of event - obstructed view/seating: Consumer claimed not to be informed that his tickets would have a restricted view prior to purchase.	Members must make any viewing restrictions clear to consumers prior to the purchase of a ticket.	Member advised LPA that for all seats considered to have a restricted view, consumers must mark a checkbox during the purchase process that confirms they know the seats have an obstructed view. LPA found the consumer was therefore informed. Member offered the consumer alternative seating for the concert, subject to availability.	Member complied with and exceeded the requirements of the Code.
Incident affecting enjoyment of event - venue mismanagement: Long lines at the exhibition meant that the consumer was not able to see the artworks on display.	Under the Code, a refund may be given if circumstances out of the consumer's control fundamentally affect their enjoyment of the event. This may also fall under Consumer Guarantees.	Consumer was informed that entity was not a member of LPA and that LPA therefore cannot pursue the matter further.	Entity was not a Member.
Ticketing/purchase error: Consumer claims she has been double charged for the same set of tickets.	No entitlement to a refund where consumer is at fault; consumer may be entitled to a refund if the system or Member is at fault.	Member agreed to provide a refund.	Member complied with the Code.
Misleading advertising: Consumer claims that a tribute band was misleadingly portrayed as the original band and therefore asked for a full refund of the tickets.	This may constitute misleading or deceptive conduct; if so, it is prohibited under the Australian Consumer Law.	LPA reviewed the evidence and found the event was advertised under the name of the tribute band, with the tribute band member's photographs and referred to the event as a tribute. The Member also advised that the phone operator who spoke with the consumer correctly referenced the event as such. LPA advised consumer that there was no breach of the Codes based on the current material provided. Member provided a good faith offer of a \$100 gift card.	Member complied with and exceeded the requirements of the Code.
Ticketing/purchase error: Consumer chose to pay for the tickets in periodic instalments with ticket insurance. Ticketing contractor withheld the tickets which were paid for until the final payment for ticket insurance was paid.	No entitlement to a refund where consumer is at fault; consumer may be entitled to a refund if the system or Member is at fault.	Consumer was informed that the entity is not a Member and therefore LPA cannot pursue the matter further.	Entity was not a Member.
Misleading advertising: Show was advertised as 'all ages', but the consumer believes the show was only appropriate for a very young audience and therefore she and her 2 teenage children left the show. She let the box office know on the night.	This may constitute misleading or deceptive conduct; if so, it is prohibited under the Australian Consumer Law	The Member provided a refund.	Member complied with and exceeded the requirements of the Code
Incident affecting enjoyment of event - quality: Consumer did not enjoy the show.	Under the Code, a Member is not required to provide a refund if a consumer is dissatisfied with the performance.	Consumer was informed that the Code does not require refunds be provided where a consumer does not enjoy an event or was dissatisfied with the performance	Member complied with the Code

Biennial Review of Ticketing Code of Practice Report

Issue	Code	Outcome	Compliance
Ticketing/purchase error: Consumer claims that her daughter was not aware that she had purchased 4 tickets in separate locations across the arena when confirming the ticket purchase. The consumer claimed that this was not clearly communicated and that her daughter suffers from a learning disability and was not able to recognise the tickets were separated under the time pressure. Consumer requested a refund or to be re-seated together.	No entitlement to a refund where consumer is at fault; consumer may be entitled to a refund if the system or Member is at fault.	Consumer was informed that the Code does not require refunds be provided where a consumer makes a ticketing error. In the this case, the Members offered to re-seat them together.	Member complied with and exceeded the requirements of the Code.
Failure or inability to attend: One person in the party is no longer able to attend the event and asked whether it's possible to receive a refund for one ticket.	Under the Code, a Member is not required to provide a refund or exchange where a consumer is unable to attend.	Consumer was informed that in accordance with the Code she was not entitled to a refund for inability to attend events. Advised to Member to request discretionary refund/exchange.	Member complied with the Code.
Rescheduled event: Event was rescheduled and denied a refund.	A Member must offer a refund if an event is rescheduled and the consumer does not wish to attend.	Consumer was informed that entity is not a member of LPA and therefore cannot pursue the matter further.	Entity was not a Member.
Failure or inability to attend: Consumer no longer wants to attend the festival day as the band she wants to see has been moved to a different day. The consumer wants a refund or the ability to resell the ticket.	Under the Code, a Member is not required to provide a refund or exchange where a consumer is unable to attend, nor where there is a change in the acts appearing at a festival.	Consumer was informed that in accordance with the Code she was not entitled to a refund in this circumstance.	Member complied with the Code.
Incident affecting enjoyment of event - obstructed view/seating: Pillar was blocking the consumers view of the concert.	Members must make any viewing restrictions clear to consumers prior to the purchase of a ticket.	LPA found that as the consumer raised their concerns on the night and venue staff acknowledged the obstruction, and yet were not moved to a better location, and the consumer did not stay for concert, this was an incident affecting enjoyment of their event and should be compensated. LPA found that the consumer should receive refund for the ticket portion of their VIP package. Member provided a refund.	Member complied with the Code.
Ticketing/purchase error: Due to the venue change tickets were no longer provided as e-tickets but needed to be picked up at the box office. The consumer purchased the tickets believing they would be delivered as e-tickets and wants a refund due to having to pick them up.	No entitlement to a refund where consumer is at fault; consumer may be entitled to a refund if the system or Member is at fault.	Consumer was informed that the change in ticket delivery method due to the change in venue does not give rise to the right to a refund. It was also noted that the Member's Terms and Conditions of Sale that consumers are required to agree to before purchasing tickets states that the Member "may change your delivery method to 'venue collect' at its discretion".	Member complied with the Code.
Cancellation: Consumer wanted advice on how to gain a refund for a cancelled event, after being denied a refund from the event organiser.	A Member must offer a refund if an event is cancelled prior to the event.	Consumer was informed that the entity is not a member of LPA and therefore cannot pursue the matter further. Advised to contact Consumer Affairs Victoria.	Entity was not a Member.
Ticketing/purchase error: Consumer claims she has been double charged for the same set of tickets.	No entitlement to a refund where consumer is at fault; consumer may be entitled to a refund if the system or Member is at fault.	Member provided a refund as technical error has led to the consumer being double charged.	Member complied with the Code.
Incident affecting enjoyment of event - late start: Consumer claimed that the event started 2.5 hours late.	Under the Code, a refund may be given if circumstances out of the consumer's control fundamentally affect their enjoyment of the event. This may also fall under Consumer Guarantees.	LPA found that based on the evidence provided by Member that the event did not start 2.5 hours late as claimed. Member provided a ticket report to show that consumers were let into the event and the show started prior to the complainant's claim. Upon the complainant's request the complaint was referred to the Code Reviewer, and it was found that based on the evidence provided the event ran as scheduled and therefore the consumer was not entitled to a refund.	Member complied with the Code.

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Issue	Code	Outcome	Compliance
Failure or inability to attend: Refund was not granted to the consumer for the event which they could no longer attend due to illness. The consumer also claimed they were not made aware of the T&C's prior to purchase.	Under the Code, a Member is not required to provide a refund or exchange where a consumer is unable to attend	Consumer was informed that in accordance with the Code she was not entitled to a refund in this circumstance.	Member complied with the Code.
Ticketing/purchase error: Consumer was provided duplicate tickets to shows on the same night and wants to change the date for one of the events. The consumer stated that the customer service from the Member was very poor and lacking an adequate response time.	No entitlement to a refund where consumer is at fault; consumer may be entitled to a refund if the system or Member is at fault	Member resolved the issue directly with the consumer, changing the dates of their tickets.	Member complied with the Code.
Ticket resale: Consumer was not able to secure a refund for the rescheduled event.	The Codes do not restrict or apply to tickets sold in the secondary market.	Consumer was informed that the Code does not apply to tickets sold in the secondary market and referred the consumer to LPA Consumer Guide - suggested reviewing the Reseller's consumer guarantees to see whether they can claim a refund through their policy.	Entity was not a Member.
Cancellation: Consumer was refused a refund for the cancelled event.	A Member must offer a refund if an event is cancelled prior to the event.	Consumer was informed that the entity is not a member of LPA and therefore cannot pursue the matter further.	Entity was not a Member.
Failure or inability to attend: Consumer wants an exchange to attend another performance as they were unable to attend the first performance.	Under the Code, a Member is not required to provide a refund or exchange where a consumer is unable to attend.	Consumer was informed that in accordance with the Code he was not entitled to a refund in this circumstance.	Member complied with the Code.
Ticketing/purchase error: Member of the public raised a number of complaints with regard to the Member's customer service processes, in particular the difficulties in being able to contact a customer service agent and delayed response times.	Members are obligated to uphold customer service and complaints handling standards.	LPA wrote to the Member so that they were aware of the concerns raised and note the concerns raised in the complaints record.	It is presumed that the Member responded to the consumer and complied with the Code.
Relocated event: Consumer was unable to secure a refund for the relocated event that also had a number of acts cancelled.	A Member must offer a refund if an event is relocated such that the nature of the event would be significantly altered.	Consumer was informed that the entity is not a member of LPA and therefore cannot pursue the matter further.	Entity was not a Member.
Failure or inability to attend: Consumer wanted to cancel tickets and receive a full refund, in order to attend other events.	Under the Code, a Member is not required to provide a refund or exchange where a consumer is unable to attend.	Consumer was informed that in accordance with the Code he was not entitled to a refund in this circumstance. Advised to contact event organiser directly to request a discretionary refund.	Member complied with the Code.
Incident affecting enjoyment of event - various: Consumer raised a number of complaints with the poor quality of the delivery of the event including shortened set times, staging and general poor festival management.	Under the Code, a refund may be given if circumstances out of the consumer's control fundamentally affect their enjoyment of the event. This may also fall under Consumer Guarantees.	Consumer was informed that the entity is not a member of LPA and therefore cannot pursue the matter further.	Entity was not a Member.
Incident affecting enjoyment of event - late start, short performance: Consumer wanted a refund as the main act turned up extremely late and only performed for short amount of time.	Under the Code, a refund may be given if circumstances out of the consumer's control fundamentally affect their enjoyment of the event. This may also fall under Consumer Guarantees.	Consumer was informed to contact the event organiser or ticketing agent directly for refund requests.	Entity was not a Member.
Ticketing/purchase error: Consumer purchased tickets from the official website that then did not work at the event.	No entitlement to a refund where consumer is at fault; consumer may be entitled to a refund if the system or Member is at fault.	Consumer was informed that the entity is not a member of LPA and therefore cannot pursue the matter further.	Entity was not a Member.

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Issue	Code	Outcome	Compliance
Relocated event: Consumer was unable to secure a refund for the relocated event.	A Member must offer a refund if an event is relocated such that the nature of the event would be significantly altered.	The Member provided a refund.	Member complied with the Code.

COMPLAINTS RECEIVED DURING 2018 CALENDAR YEAR

Issue	Code	Outcome	Compliance
Incident affecting enjoyment of event - disruption: Set time of an act was cut short due to the need to address an emergency in the crowd.	Under the Code, a full or partial refund or credit or replacement ticket to another event may be given if an event is cancelled due to unforeseen circumstances. Additionally, a refund may be given if circumstances out of the consumer's control fundamentally affect their enjoyment of the event. This may also fall under Consumer Guarantees.	Member provided evidence that disruption to the performance set occurred due to the need to address a severe emergency to the health of a consumer in the crowd. The performer returned the stage after the emergency was resolved. Consumer was informed that they were not entitled to a refund as this was not considered a major failure affecting enjoyment of the event.	Member complied with the Code.
Change in main performer: The main performer in a stage show was replaced. Consumers were informed of the change prior to the scheduled performances.	Under the Code, a Member is not required to refund a performance where a substitute or understudy has replaced the main performer provided that notice has been given of the change.	Consumer was informed that a Member is not required to provide a refund where a performance has been made by an understudy or substitute in the place of a main performer. As such, the decision to consider a refund in this situation is at the discretion of the producer.	Member complied with the Code.
Change in main performer: The main performer in a stage show was replaced. Consumers were informed of the change prior to the scheduled performances.	As above.	As above.	As above.
Change in main performer: The main performer was replaced. Consumers were informed of the change prior to the scheduled performances.	As above.	As above.	As above.
Change in main performer: The main performer was replaced. Consumers were informed of the change prior to the scheduled performances.	As above.	As above.	As above.
Change in main performer: The main performer was replaced. Consumers were informed of the change prior to the scheduled performances.	As above.	As above.	As above.
Change in main performer: The main performer was replaced. Consumers were informed of the change prior to the scheduled performances.	As above.	As above.	As above.
Change in main performer: The main performer was replaced. Consumers were informed of the change prior to the scheduled performances.	As above.	As above.	As above.
Incident affecting enjoyment of event - obstructed view/seating: Pillar was blocking the consumers view of the show. Consumer did not raise the issue on the night and stayed for the duration of the event.	Members must make any viewing restrictions clear to consumers prior to the purchase of a ticket.	LPA found that as the consumer did not raise their concerns on the night and stayed for the full event, they should be provided a form of compensation for the obstruction but was not entitled to a full refund. In recognition of the obstruction, the Member provided an offer of 2 complimentary tickets to another show.	Member complied with the Code.
Change in line-up: Several changes to the line-up of star actors attending the convention.	Under the Code, a Member is not required to provide a refund or exchange where a support act is replaced or where there is a change to a	Consumer was informed the Code does not require refunds to be provided in this circumstance. The ticket Terms and Conditions for this event clearly stipulated that appearances by particular actors are subject to change. International organiser	Member complied with the Code.

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Issue	Code	Outcome	Compliance
	festival line up.	through the Member also requested complaints be passed on to them so as to address consumer concerns over the line-up change directly.	
Change in line-up: Several changes to the line-up of performers attending the convention.	As above.	As above.	As above.
Change in line-up: Several changes to the line-up of star actors attending the convention.	As above	As above.	As above.
Change in line-up: Several changes to the line-up of star actors attending the convention.	As above.	As above.	As above.
Change in line-up: Several changes to the line-up of star actors attending the convention.	As above.	As above.	As above.
Change in line-up: Several changes to the line-up of star actors attending the convention.	As above.	As above.	As above.
Incident affecting enjoyment of event - obstructed view/seating: Consumer claimed they were severely disrupted at several points throughout the production, with people constantly needing to walk past, as their row was used as walkway to the exit due to construction taking place at the regular exits. Consumer was not informed of this disruption prior to purchasing the tickets.	Members must make any viewing restrictions clear to consumers prior to the purchase of a ticket.	Member offered a full refund.	Member complied with the Code.
Incident affecting enjoyment of event - disruption: Consumer claimed event was stopped due to a fire alarm set off on the premises.	Under the Code, a refund may be given if circumstances out of the consumer's control fundamentally affect their enjoyment of the event. This may also fall under Consumer Guarantees	Member provided ticket scanning reports for this event that showed entry to the event was paused for a short period to investigate the fire alarm and ensure the safety of consumers. Consumer was informed that these circumstances do not give rise to a right to a refund as the delay described is not considered a cancelled or significantly re-scheduled event.	Member complied with the Code.
Ticketing/purchase error: Consumer accidentally bought tickets to the wrong performance night. Agent over the phone claimed they could receive a refund, however upon emailing Member, were denied a refund.	No entitlement to a refund where consumer is at fault; consumer may be entitled to a refund if the system or Member is at fault.	Member provided a discretionary refund.	Member complied with and exceeded the requirements of the Code.
Failure or inability to attend: Refund was not granted to the consumer for the event which they no longer could attend due to illness.	Under the Code, a Member is not required to provide a refund or exchange where a consumer is unable to attend.	Consumer was informed that in accordance with the Code she was not entitled to a refund in this circumstance.	Member complied with the Code.
Ticketing/purchase error: Refund or exchange was not granted to consumer for accidentally buying tickets to the wrong performance night.	No entitlement to a refund where consumer is at fault; consumer may be entitled to a refund if the system or Member is at fault.	Consumer was informed that in accordance with the Code he was not entitled to a refund in this circumstance.	Member complied with the Code.
Cancellation: Could not secure refund following cancellation of event due to extreme weather.	If an event is cancelled during its running time, the LPA Member may determine that a partial or full refund applies.	Consumer was informed that the entities were not members of LPA and therefore LPA cannot pursue the matter further.	Entity was not a Member.
Ticketing/purchase error: Refund for re-sold tickets through Member's ticket resale facility were delayed.	No entitlement to a refund where consumer is at fault; consumer may be entitled to a refund if the system or Member is at fault.	Member provided a full refund.	Member complied with the Code.
Incident affecting enjoyment of event - dislike or dissatisfaction: Consumer did not enjoy the show and thought it was excessively inappropriate and lewd.	Under the Code, a Member is not required to provide a refund or exchange if a consumer does not enjoy the event or was dissatisfied with the performance	Consumer was informed that the Code does not require refunds be provided where a consumer does not enjoy an event or was dissatisfied with the performance	Member complied with the Code.

Biennial Review of Ticketing Code of Practice Report

Issue	Code	Outcome	Compliance
Incident affecting enjoyment of event: Consumer indicated show was not delivered as expected due to altercation between comedian and audience member, and that refunds would be offered	Under the Code, a refund may be given if circumstances out of the consumer's control fundamentally affect their enjoyment of the event. This may also fall under Consumer Guarantees	Consumer was informed to contact the event organiser for refund requests.	Member complied with the Code.
Ticket Resale: Complainant bought tickets in order to resell at a profit. The venue cancelled the tickets without providing a refund, due to breaching the ticket terms and conditions.	Members are entitled to cancel tickets that are resold for profit if it is included in the terms and conditions of sale	Complainant was advised that the Member's terms and conditions state that tickets may be cancelled if they are resold for profit.	Member complied with the Code.
Denied entry: Consumer was denied entry into the event with their 10 month old child. Consumer claims that the T&C's indicate only that children must be accompanied by an adult.	Terms and conditions of entry to an event may apply and should be brought to a consumer's attention at the point of sale. Non-compliance with the terms and conditions may be a breach of contract.	Consumer was informed that the Member is not a member of LPA and therefore cannot pursue the matter further.	Entity was not a Member.
Ticket resale: Consumer believes the seller and purchaser fees charged and length of time that the facility is open is against new NSW ticket scalping laws.	The Codes do not restrict or apply to tickets sold in the secondary market.	Consumer was informed that operational or business decisions, such as the choice to charge fees or setting a length of time that a service remains open, are commercial decisions within the Member's discretion. Consumer was also informed that NSW ticketing scalping legislation came into effect on 1 June 2018 and only applies to tickets sold after that date and only if tickets are sold subject to a resale restriction.	Member complied with the Code.
Failure or inability to attend: Refund was not granted to the consumer for the event which they no longer could attend.	Under the Code, a Member is not required to provide a refund or exchange where a consumer is unable to attend	Consumer was informed that in accordance with the Code he was not entitled to a refund in this circumstance.	Member complied with the Code.
Ticketing/purchase error: Consumer claims he has been double charged for the same set of tickets.	No entitlement to a refund where consumer is at fault; consumer may be entitled to a refund if the system or Member is at fault.	Consumer was informed that entity is not a member of LPA and therefore cannot pursue the matter further.	Entity was not a Member.
Cancellation: Consumer was unable to secure a refund for the cancelled festival.	A Member must offer a refund if an event is cancelled prior to the event.	LPA found that consumer monies for this event were advanced to the promoter, which went into liquidation prior to the event. This delayed forthcoming refunds from the Member and their payment facility, with the facility initially refusing to provide refunds for tickets purchased over 120 days ago. A month later, the Member informed LPA that all consumers had received their refund. The Member's conduct in this matter regarding the advancement of consumer monies and delayed refunds was escalated to the Code Reviewer and Executive Council for review. LPA issued warning for breaches of the Code.	Member did not comply with the Code.
Cancellation: Consumer was unable to secure a refund for the cancelled festival.	As above.	As above.	As above.
Cancellation: Consumer was unable to secure a refund for the cancelled festival.	As above.	As above.	As above.
Cancellation: Consumer was unable to secure a refund for the cancelled festival.	As above.	As above.	As above.
Cancellation: Consumer was unable to secure a refund for the cancelled festival.	As above.	As above.	As above.
Cancellation: Consumer was unable to secure a refund for the cancelled festival.	As above.	As above.	As above.

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Issue	Code	Outcome	Compliance
Cancellation: Consumer was unable to secure a refund for the cancelled festival.	As above.	As above.	As above.
Change in line-up: Refund was not granted for a band change to the line-up at a festival.	Under the Codes, a Member is not required to provide refund where there is a change in the acts appearing at a festival.	Consumer was informed that the entities were not members of LPA and therefore cannot pursue the matter further.	Entity was not a Member.
Failure or inability to attend: Refund was not granted to the consumer for the event which they no longer could attend due to illness.	Under the Code, a Member is not required to provide a refund or exchange where a consumer is unable to attend.	Consumer was informed that in accordance with the Code she was not entitled to a refund in this circumstance.	Member complied with the Code.
Failure or inability to attend: Refund was not granted to the consumer for the event which they no longer could attend due to illness.	As above.	As above.	As above.
Rescheduled event: Consumer had not received a response to her request for a refund following a rescheduled event.	A Member must offer a refund if an event is rescheduled and the consumer does not wish to attend.	Member provided a refund.	Member complied with the Code.
Incident affecting enjoyment of event - venue mismanagement: Consumer believed the sound was too loud and that they were unfairly evicted from the event by the performer for covering their ears.	Under the Code, a refund may be given if circumstances out of the consumer's control fundamentally affect their enjoyment of the event. This may also fall under Consumer Guarantees.	Consumer was informed that the entities are not members of LPA and therefore cannot pursue the matter further.	Entity was not a Member.
Rescheduled / relocated / significantly altered: Event was advertised as an open bar boat party starting at 1:30pm with DJ's, then event was changed to a 7pm start time at a nightclub with no DJ's and no open bar.	A Member must offer a refund if an event is rescheduled or significantly altered and the consumer does not wish to attend.	Member informed LPA that the promoter would be addressing these complaints directly. No further issue raised.	LPA heard nothing further from Member or consumer.
Rescheduled / relocated / significantly altered: Event was advertised as an open bar boat party starting at 1:30pm with DJ's, then event was changed to a 7pm start time at a nightclub with no DJ's and no open bar.	As above.	Member informed LPA that the promoter would be addressing these complaints directly. Consumer informed LPA that the promoter has only been willing to provide complimentary tickets to another event, although have not provided any details of any alternative events available to attend. The consumer would prefer a refund.	LPA heard nothing further from Member or consumer.
Incident affecting enjoyment of event - obstructed view/seating: Consumer claimed their view of the screen was severely obstructed by a canopy.	Members must make any viewing restrictions clear to consumers prior to the purchase of a ticket.	LPA found that obstruction of the view was not considered restricted viewing, and therefore there is no obligation to provide a refund. Promoter and venue provided a good faith offer of merchandise packs and complimentary tickets to another event.	Member complied with the Code.
Incident affecting enjoyment of event - obstructed view/seating: Consumer claimed their view of the event was largely obstructed by scaffolding, and their view of the large screen was also impeded by a sound system. Consumer did not make a complaint on the night and stayed for the full event.	Members must make any viewing restrictions clear to consumers prior to the purchase of a ticket.	LPA found that as the consumer did not raise their concerns on the night and stayed for the full event, they should be provided a form of compensation for the obstruction but are not entitled to a full refund. Promoter provided a good faith offer of a signed program and a gift certificate for the value of their tickets.	Member complied with the Code.
Ticketing/purchase error: Consumer claimed that they were given tickets to the wrong venue for the event.	No entitlement to a refund where consumer is at fault; consumer may be entitled to a refund if the system or Member is at fault.	LPA found that as there were two separate ticketing companies for the different venues it could not have been a technical error, and therefore the consumer is not entitled to a refund. Member provided a discretionary refund.	Member complied with and exceeded the requirements of the Code.
Rescheduled / significantly altered: Event was advertised as two day music festival, then was changed to a day of sport games/exhibitions with all main music acts no longer playing.	A Member must offer a refund if an event is rescheduled and the consumer does not wish to attend. Consumer guarantees may also	Member provided a refund.	Member complied with the Code.

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Issue	Code	Outcome	Compliance
	apply.		
Rescheduled / significantly altered: Event was advertised as two day music festival, then was changed to a day of sport games/exhibitions with all main music acts no longer playing.	As above.	As above.	As above.
Cancellation: Consumer was unable to attain a refund for the cancelled event.	A Member must offer a refund if an event is cancelled prior to the event.	Consumer was informed that the entities are not members of LPA and therefore cannot pursue the matter further.	Entity is not a Member.
Change in support act: Refund was not granted for a change in the support act/special guest performers of a concert. Consumer claimed performers were a co-headliner.	Under the Code, a Member is not required to provide a refund or exchange where a support act is replaced.	Upon assessment of online marketing material and published information for this event LPA found that the consumer alleged were co-head liners were advertised as special guests or the support act to the headline performers. Consumer was informed there is no obligation to provide a refund in this situation.	Member complied with the Code.
Change in support act: Refund was not granted for a change in the support act/special guest performers of a concert. Consumer claims performers were a co-headliner.	As above.	As above.	As above.
Change in support act: Refund was not granted for a change in the support act/special guest performers of a concert. Consumer claims performers were a co-headliner.	As above.	As above.	As above.
Change in support act: Refund was not granted for a change in the support act/special guest performers of a concert. Consumer claims performers were a co-headliner.	As above.	As above.	As above.
Change in support act: Refund was not granted for a change in the support act/special guest performers of a concert. Consumer claims performers were a co-headliner.	As above.	As above.	As above.
Change in support act: Refund was not granted for a change in the support act/special guest performers of a concert. Consumer claims performers were a co-headliner.	As above.	As above.	As above.
Change in support act: Refund was not granted for a change in the support act/special guest performers of a concert. Consumer claims performers were a co-headliner.	As above.	As above.	As above.
Incident affecting enjoyment of event - various: The complainant raised several issues with the event: screens too small in order to see performers and did not always work; poor sound quality; unhygienic and long queues for the toilets; lack of bins resulting in rubbish all over the floor and creating a safety/tripping hazard; security and venue staff not appropriately dealing with issues (e.g. other consumers smoking weed; fights between consumers); long queues to purchase food and drinks.	Under the Code, a refund may be given if circumstances out of the consumer's control fundamentally affect their enjoyment of the event. This may also fall under Consumer Guarantees.	The event organiser offered in good faith a discount or upgrade of tickets to a future event.	Member complied with the Code.
Incident affecting enjoyment of event - various: As above.	As above.	As above.	As above.
Incident affecting enjoyment of event - various: As above.	As above.	As above.	As above.
Incident affecting enjoyment of event - various: As above.	As above.	As above.	As above.
Incident affecting enjoyment of event - various: As above.	As above.	As above.	As above.
Incident affecting enjoyment of event - various: As above.	As above.	As above.	As above.
Incident affecting enjoyment of event - various: As above.	As above.	As above.	As above.
Incident affecting enjoyment of event - various: As above.	As above.	As above.	As above.
Incident affecting enjoyment of event - various: As above.	As above.	As above.	As above.

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Issue	Code	Outcome	Compliance
	enjoyment of the event. This may also fall under Consumer Guarantees.		
Failure or inability to attend: consumer no longer able to attend event due to medical reasons.	Under the Code, a Member is not required to provide a refund or exchange where a consumer is unable to attend.	Consumer was informed that in accordance with the Code she was not entitled to a refund in this circumstance. Advised to contact Member to request a discretionary refund.	Member complied with the Code.
Introduction of parking fees: Consumer wanted a refund following the introduction of parking fees. These charges were unknown at the time tickets went on sale.	'Drip pricing' must be avoided as must misleading or deceptive conduct and the making of false or misleading representations.	Consumer was informed that in accordance with the Code he was not entitled to a refund in this circumstance.	Member complied with the Code.
Introduction of parking fees: Consumer asked whether the introduction of parking fees after tickets have gone on sale is in breach of the Codes.	'Drip pricing' must be avoided as must misleading or deceptive conduct and the making of false or misleading representations.	Consumer was informed that in accordance with the Code he was not entitled to a refund in this circumstance.	Member complied with the Code.
Change in line-up: Headliner for the festival has cancelled and consumer no longer wishes to attend.	Under the Codes, a Member is not required to provide refund where there is a change in the acts appearing at a festival.	As entity was not a Member, the consumer was advised to contact ticketing agent and event organiser for refund requests.	Entity is not a Member.
Change in support act: Refund was not granted for change in support act.	Under the Code, a Member is not required to provide a refund or exchange where a support act is replaced.	Consumer was informed that in accordance with the Code he was not entitled to a refund in this circumstance.	Member complied with the Code.
Incident affecting enjoyment of event - obstructed view: Consumer claims that the seats were 'restricted view' due to the overhang of tree branches 100m in front of the seats and was not informed of the restricted view in advance. Consumer claims to have had a partial view of the screens (50m in front) due to other consumers' heads in the way.	Members must make any viewing restrictions clear to consumers prior to the purchase of a ticket.	Following inquiries with the ticketing agent and event organiser and due to lack of evidence, it was difficult to assess whether there was any obstruction in the area and therefore, whether there are grounds for a refund. No further action taken.	Unable to determine.
Cancellation of acts: Refund was not provided for the cancellation of two festival acts.	Under the Codes, a Member is not required to provide refund where there is a change in the acts appearing at a festival.	Consumer was informed that in accordance with the Code he was not entitled to a refund in this circumstance.	Member complied with the Code.

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Annexure A Responding Entities

This is the full list of Members who provided a response to the Survey, and includes respondents whose answers were disregarded because the response was incomplete.

ACMN	Live Nation Australasia
Adelaide Festival Centre	Mackay Entertainment & Convention Centre
Adelaide Fringe	Major Metropolitan Venue
Adelaide Symphony Orchestra	Malcolm C Cooke and Associates Pty. Ltd.
AEG Ogden	McPherson Ink Pty Ltd
AEG Ogden - Brisbane Entertainment Centre	Melbourne Fringe
AEG Ogden RAC Arena	Melbourne International Comedy Festival Limited
African Beat	Melbourne Recital Centre
Albany Entertainment Centre, Perth Theatre Trust	Melbourne Symphony Orchestra
Albury Entertainment Centre	Melbourne Theatre Company
Andrew Kay and Associates Pty Ltd	Metro Arts
Arts Centre Melbourne	Metropolis Touring
Australian Brandenburg Orchestra	Millmaine Entertainment
Australian Dance Theatre	Mona/Moorilla
Australian Festival of Chamber Music	Musica Viva Australia
Australian Shakespeare Company	National Institute of Dramatic Art
AWESOME Arts Australia Ltd.	Newcastle Entertainment Centre
Bangarra Dance Theatre	Opera Australia
Bell Shakespeare	Opera Queensland Limited
Bird's Basement	Patch Theatre Company
Black Swan State Theatre Company	Penrith Performing & Visual Arts Ltd
Blake Entertainment	Performance Space
Blue Mountains City Council	Pinchgut Opera
Brink Productions	Playbill Pty Ltd
Brisbane Powerhouse	Qudos Bank Arena
Brown's Mart Arts Ltd	Queenscliff Music Festival Inc.
Bunbury Regional Entertainment Centre	Queensland Ballet
Capital Venues and Events	Queensland Performing Arts Centre
Circus Oz	Queensland Symphony Orchestra
City RecitalHall	Riverside Theatres
Company B (Belvoir)	Spiritworks Pty Ltd
Crown Perth	State Opera South Australia
David Roy Williams Pty Ltd	State Theatre Company South Australia
Disney Theatrical Productions Australia	Sydney Dance Company
Ensemble Theatre	Sydney Theatre Company
Erth - Visual & Physical Incorporated	Tasmanian Symphony Orchestra
Expressions Dance Company	Tasmanian Theatre Company
Festival Hall	TEG Dainty
Festival of Voices	Ten Days on the Island
Festival Services	The Australian Ballet
Foundation Theatres	The Blue Room Theatre

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Geelong Performing Arts Centre	The Contemporary Dance Company of Western Australia T/A Co3
Grand Cinemas	The Darwin Festival Limited
Grand International Concerts Pty Ltd	The Gordon Frost Organisation
GWB entertainment	The Prestige Presents
Harvest Rain	The Production Company (Aust) Ltd
Hayden Theatres Pty Ltd	Theatre North Inc
HotHouse Theatre	Theatre Royal management Board
ICC Sydney	Ticketek
Illawarra Performing Arts Centre Pty Ltd t/a	Victorian Opera
Merrigong Theatre Company	WA Venues & Events
Interstar Pty Ltd - Regal Theatre	Windmill Theatre Co
Jones Theatrical Group Pty Ltd	WOMADelaide
Kids Promotions Pty	Yirra Yaakin Theatre Company
La Boite Theatre Company	
La Mama Theatre	

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Annexure B Survey Questions

Attached

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?

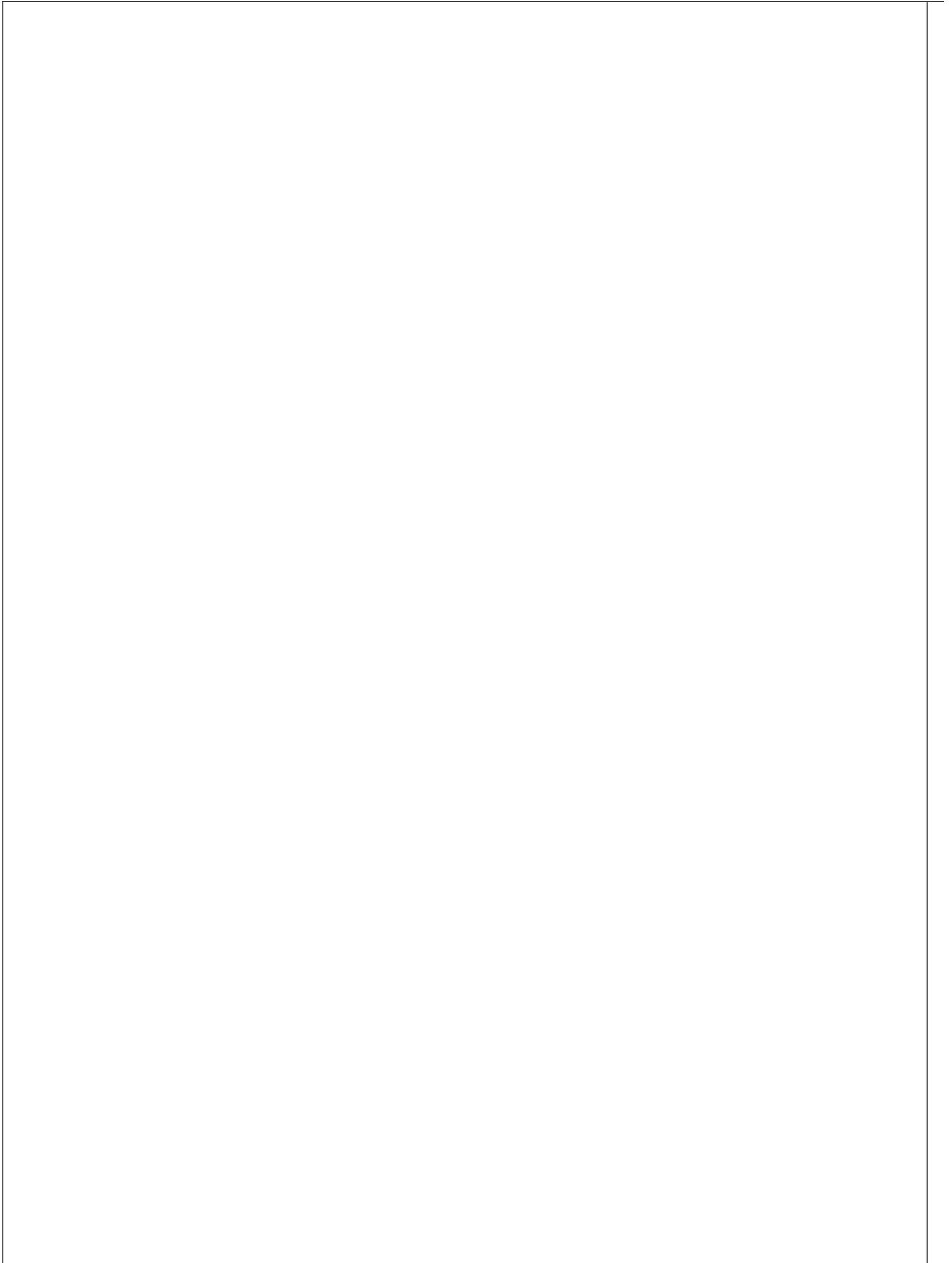
- Yes
- No
- Don't know

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