

SPECIAL CONDITION – FORWARD PAYMENTS - REQUEST PAYMENTS

To be able to make a request for payment in advance of your event, please read the following conditions carefully, then

1. Agree to the terms and guarantee, by initialing each page and signing the agreement and guarantee.
2. Select what type of forward payment you wish to apply for
 - A. For regular payments \$49.00 one off processing fee (this will add a facility to your account that will allow you to request multiple payments across all of your events)
 - B. For one-off supplier payments \$12.50 per invoice (You send us a supplier invoice and we will pay them directly with ticket sales from your event) Please note: Fees will only be billed if your application has been approved and will be deducted from your ticket sales.
3. Prove your identity by scanning a copy your driver's license (front & back)
4. Email support@stickytickets.com.au signed conditions and copy of identity.
5. Provide scanned copies of two utilities bills that match the address on your driver's license.

Sticky Tickets terms of use applicable

- 1.1 This Special Condition is in addition to, subject to, and contingent on acceptance of, the Ticket Sellers Agreement published on www.stickytickets.com.au and as varied from time to time.
- 1.2 By signing this Special Condition, the seller (You, Your) expressly agrees to be bound by the terms of use published by Sticky Tickets Pty Ltd ACN 122 052 206 (Sticky Tickets, We, Our, Us) and the terms of this Special Condition.

What We will forward to You

- 2.1 We agree to forward a portion of the revenue collected by Sticky Tickets (Forward Payment) the day after You submit Your request if there is sufficient funds available.
 - 2.1.1 Should there not be sufficient funds available, Sticky Tickets will forward Your requested amount as soon as there has been sufficient ticket sales to fulfill Your request.
- 2.2 Final payment of any outstanding amounts will follow the normal procedure of You marking Your event as complete once the event has been held.
- 2.3 You authorise Us to debit to the account nominated by You the Forward Payment.
- 2.4 We will not forward to You any commissions or fees collected by Us that We are entitled to keep.

We may refuse to forward

3.1 We need not forward payments if:

- 3.1.1 We have not received the personal guarantees or any other document or information We reasonably require, in a form satisfactory to Us;
- 3.1.2 any personal guarantees provided under this Special Condition are withdrawn;
- 3.1.3 We become reasonably aware that Your event will not proceed; or
- 3.1.4 You are in default under this Special Condition, any other agreement You have with Us, or a personal guarantee provided to Us.

Repayment

- 4.1 You must repay to Us all Forward Payments in full if Your event is cancelled or does not proceed or refunds are due and payable to ticket purchasers for any reason. You must within seven (7) days of demand pay to Us:
 - 4.1.1 all repayments We require; and
 - 4.1.2 all other amounts (i.e. overpayments) You owe Us under this Special Condition or any other agreement within seven (7) days of the event date, whether or not the event proceeds.
- 4.2 We may use any payment We receive from You in satisfying money due from You in any way We determine.

Guarantee and Indemnity

- 5.1 By signing this Special Condition and accepting Forward Payments under it, You agree to:
 - 5.1.1 personally guarantee repayment of any amounts repayable to Us under this Special Condition; and
 - 5.1.2 indemnify Us against any claims arising from Your event or the Forward Payments.

Default

- 6.1 You will be in default if:
 - 6.1.1 You do not pay an amount payable to Us under this Special Condition or any other agreement within seven (7) days of a demand; or
 - 6.1.2 You cancel or otherwise do not proceed with the event.
- 6.2 If You are in default, We may give You a default notice. If You do not or cannot remedy the default within the relevant period stated in the notice, all amounts You owe Us under this Special Condition become immediately due and payable and We may enforce Our rights under this Special Condition and the personal guarantee.

- 6.3 If You are in default, We may charge You interest of 15% per annum, calculated daily on outstanding amounts from the date of default. You must pay Us this interest amount to satisfy Your debt to Us.
- 6.4 Enforcement expenses may become payable under this Special Condition and the personal guarantee in the event of a breach. You must pay Us any expenses we reasonably incur in enforcing this Special Condition or the personal guarantee in the event of default, including but not limited to administration costs, legal costs, court costs and debt recovery costs.



**SPECIAL CONDITION – FORWARD PAYMENT –
REQUEST PAYMENT APPLICATION FEE**

Please select the type of forward payment application:

- Add Payment Request to my account (One-time Application with \$49.00 processing fee).
- Pay a supplier Invoice (with \$12.50 processing fee per invoice)

EXECUTED AS AN AGREEMENT:

EXECUTED BY STICKY TICKETS IN ACCORDANCE WITH SECTION 127 OF THE
CORPORATIONS ACT 2001 (CTH):

Signature

Signature

Name of director

Name of director/secretary

EXECUTED BY THE SELLER/ORGANISER IN THE PRESENCE OF:

Signature

Signature

Name

Name of witness