

Terms of Service

1. Introduction

- (a) The website at <http://lup.events/> is operated by EMATTER TECHNOLOGIES PTY LTD (ABN 27 093 085 977) trading as Lup / Lup Tickets / Lup Events Australia.
- (b) **We, our or us** means EMATTER TECHNOLOGIES PTY LTD (ABN 27 093 085 977) trading as Lup / Lup Tickets / Lup Events Australia.
- (c) The terms of use of the website include these terms and conditions, our privacy policy and any other terms and conditions that appear in or are linked to the website (**additional terms and conditions**).
- (d) The additional terms and conditions that appear on the website will govern your use of, and access to, certain sections of the web site where they appear.

2. Website content and access

- (a) While we endeavour to take reasonable care in preparing and maintaining the information on our website, we do not warrant the accuracy, reliability, adequacy or completeness of any of the website content. You acknowledge and accept that the website content may include technical inaccuracies and typographical errors. The website content is subject to change at any time without notice and may not necessarily be up to date or accurate at the time you view it.
- (b) It is your responsibility to enquire with us directly to ensure the accuracy and currency of the material or information you seek to rely upon. To the extent permitted by law, we disclaim all liability for loss directly or indirectly arising from your use of or reliance on the website and the website content.
- (c) We do not guarantee that access to the website will be uninterrupted or that the website is free from viruses or anything else which may damage any computer which accesses the website or any data on such a computer.

3. Limitation of liability

- (a) To the maximum extent permitted by law, we exclude completely all liability whatsoever for any loss or damage of any kind (including special, indirect or consequential loss and including loss of business profits) however caused (including negligence) arising out of or in connection with the website content and the use or performance of the website.

- (b) Where the law implies a warranty into these terms and conditions which may not lawfully be excluded, our liability for breach of such a warranty shall be limited at our option, to any one or more of the following:
 - (i) in the case of goods, to any one of the following (which we may determine, in our sole direction):
 - (A) replacement of the goods or the supply of equivalent goods;
 - (B) repair of the goods;
 - (C) payment of the cost of replacing the goods or acquiring equivalent goods; or
 - (D) payment of the cost of having the goods repaired; and
 - (ii) in the case of services, to either supplying the services again or payment of the cost of having the services supplied again.
- (c) We do not guarantee that access to the website will be uninterrupted or that the website is free from viruses or anything else which may damage any computer which accesses the website or any data on such a computer.

4. Intellectual property

- (a) The materials displayed on the website, including without limitation all editorial materials, information, photographs, illustrations, artwork and other graphic materials, and names, logos and trade marks, are our property and may be protected by copyright, trade mark and other intellectual property laws. Any such content may be displayed and printed solely for your personal, non-commercial use within your organisation only provided that any copyright notice on such a display or page is not removed. You agree not to reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any such material to any third party without our express prior written consent.
- (b) Save for the above, and unless expressly granted, we do not grant any licence or right in, or assign all or part of, our intellectual property rights in the content or applications incorporated into the website or in the user interface of the website.

5. Third party websites

The website may contain links to other websites operated, controlled or produced by third parties. Unless otherwise indicated, we do not control, endorse, sponsor or approve any such third party websites or their content nor do we provide any warranty or take any responsibility whatsoever for any aspect of those websites or their content.

6. Links to the website

- (a) If you wish to establish a link to the website, you must first seek our approval. To seek approval, please contact us [here](#).
- (b) The following information will be required to assess your request:
 - (i) the URL of the website that you seek to establish a link from;
 - (ii) a brief description of your website; (iii) the reason that you wish to establish a link.

- (c) If we agree to your proposed link, you must comply with any terms and conditions imposed by us as a condition of such agreement. If the nature and/or content of your website changes in any significant way, you must contact us and provide a new description of your website.

7. Interference with website

You must not attempt to change, add to, remove, deface, hack or otherwise interfere with this website or any material or content displayed on the website.

8. Jurisdiction

- (a) These terms and conditions are governed by and construed in accordance with the laws of Queensland, Australia.
- (b) In the event that a dispute arises from these terms and conditions, you agree to submit to the non-exclusive jurisdiction of the courts of Queensland, Australia.