

Member Resale Marketplace
Terms & Conditions (Australia)

Last updated: June 2026
Operated by Pogoseat, Inc.

1. Introduction and Acceptance of Terms

These Terms and Conditions ("Terms") govern your use of the Pogoseat fan-to-fan ticket resale marketplace ("Marketplace") operated by Pogoseat, Inc. ("Pogoseat", "we", "us", or "our") in connection with the resale programs offered by participating AFL clubs, venues, and event organisers ("Club Partners") in Australia.

By accessing or using the Marketplace — whether as a Seller listing tickets for resale or as a Buyer purchasing tickets — you agree to be bound by these Terms and by our Privacy Policy. If you do not agree, do not use the Marketplace.

These Terms are governed by the laws of the State of Victoria, Australia, and applicable Australian federal law, including the Australian Consumer Law ("ACL") contained in Schedule 2 of the Competition and Consumer Act 2010 (Cth). Nothing in these Terms limits or excludes any rights you may have under the ACL that cannot lawfully be excluded.

2. Definitions

In these Terms, unless the context otherwise requires:

- "Buyer" means a user who purchases tickets through the Marketplace.
- "Seller" means a member or ticket holder who lists tickets for resale through the Marketplace, including season members and reserved seat holders participating in a Club Partner's seat return program.
- "Ticket" means a valid ticket or entitlement granting admission to an event listed on the Marketplace.
- "Listing" means a Seller's offer to sell a Ticket via the Marketplace.
- "Resale Proceeds" means the cash amount paid to a Seller following a successful sale, after deduction of any applicable platform fees.
- "Platform Fee" means the fee charged by Pogoseat for facilitating the transaction, as disclosed at the time of listing.
- "Club Partner" means the AFL club, venue, or event organiser whose seat return or resale program is integrated with the Marketplace.
- "Face Value" means the original price paid by the Seller to acquire the Ticket from the Club Partner or their authorised ticketing agent.
- "Services" means the Marketplace platform, including any SMS, RCS, or WhatsApp-based transactional channels operated by Pogoseat.

3. Eligibility

1. You must be 18 years of age or older to use the Marketplace. By using the Marketplace, you represent and warrant that you are at least 18 years old.
2. You must be an Australian resident or hold a valid Australian bank account capable of receiving AUD payments.
3. Participation as a Seller may be subject to additional eligibility requirements imposed by the relevant Club Partner (for example, restrictions applying to Life Members, or Companion Card holders). Please refer to the applicable Club Partner's program terms for details.
4. Pogoseat reserves the right to verify your identity and eligibility at any time and to suspend or terminate your access if eligibility requirements are not met.

4. How the Marketplace Works

The Marketplace is a platform that connects Sellers and Buyers of event tickets. Pogoseat acts as an intermediary and facilitates the transaction; Pogoseat is not the Seller of tickets and is not a party to the sale agreement between Buyer and Seller.

Pogoseat does not guarantee:

- the existence, quality, safety, or legality of any Ticket listed;
- the accuracy of any information provided by Sellers;
- the ability of Sellers to deliver Tickets or of Buyers to complete payment; or
- that any particular transaction will be completed.

Availability of a Ticket on the Marketplace does not imply any endorsement, sponsorship, or affiliation by Pogoseat or the Club Partner.

5. Seller Terms

5.1 Listing Your Tickets

To list a Ticket, you must log in to your Club Partner account or the Marketplace portal

5. Once listed, the Ticket will be made available to Buyers through the Marketplace. You may remove a Listing at any time before a Buyer has purchased the Ticket.
6. By listing a Ticket, you make a binding offer to sell that Ticket at the listed price. Once a Buyer purchases the Ticket, you are obligated to deliver it.
7. Tickets listed on the Marketplace must not simultaneously be listed on any other resale platform.
8. Sellers must not list: tickets not in their lawful possession; stolen or counterfeit tickets; tickets originally obtained free of charge from the Club Partner; or tickets subject to non-transferability restrictions that have not been waived by the Club Partner.

5.2 Resale Price

Tickets may only be listed at a price up to 10% above the Face Value (the "Maximum Resale Price"). Listings that exceed the Maximum Resale Price will be rejected by the platform. For example, a Ticket with a Face Value of AUD \$100.00 may not be listed for more than AUD \$110.00. Where Australian state or territory law imposes a stricter cap, that lower cap applies. Where the law requires disclosure of the original ticket price, Pogoseat may request this information and you agree to provide it accurately.

The 10% Maximum Resale Price cap is enforced automatically by the platform at the point of listing. A Club Partner may impose a lower cap for their specific program, which will be communicated to you before you complete your Listing.

5.3 Resale Proceeds and Payment

9. If your Ticket is successfully sold, you will receive the Resale Proceeds in Australian dollars (AUD) directly to your nominated Australian bank account.
10. Resale Proceeds are calculated as the Listing price less the applicable Platform Fee, which will be displayed to you before you confirm your Listing.
11. Payment to Sellers will be made within the timeframe stated on the Marketplace (typically within 2-3 business days following the event), subject to successful verification of the transaction and confirmation that the Ticket granted the Buyer valid entry.
12. Unlike the respective Club Partners Seat Return program (which issues credit applicable only to the following membership season), Pogoseat's Marketplace pays Sellers in cash, directly to

their bank account. No credit, voucher, or membership offset will be substituted for cash payment without your express consent.

13. Sellers are responsible for any applicable taxes on Resale Proceeds, including GST where applicable. Pogoseat may be required to collect and remit certain taxes in accordance with Australian law and will notify you if this applies.

5.4 Seller Warranties

By listing a Ticket, you represent and warrant that:

- the Ticket is valid, in your lawful possession, and transferable under the Club Partner's terms;
- you have the legal right and authority to sell the Ticket;
- all Listing information is truthful, accurate, and up to date;
- the sale does not violate any venue rules, AFL regulations, applicable Club Partner terms, or Australian law; and
- the Ticket is not subject to any lien, encumbrance, or claim by a third party.

5.5 Seller Obligations on Cancellation or Delivery Failure

If you are unable to deliver the Ticket after a sale is completed, you must notify Pogoseat immediately at support@pogoseat.com. Pogoseat may cancel the sale, refund the Buyer, and charge any resulting costs to you. Repeated failure to fulfil delivery obligations may result in suspension or termination of your Marketplace access.

6. Buyer Terms

6.1 Purchasing Tickets

By purchasing a Ticket through the Marketplace, you enter into a binding agreement with the Seller. All sales are final, except as required by the ACL or as set out in these Terms.

Buyers are solely responsible for completing their transactions and paying any applicable fees displayed at checkout.

You must provide accurate delivery information (including a valid email address for digital tickets). If you provide incorrect information, you may not be entitled to a refund or replacement.

6.2 Buyer Guarantee

Pogoseat provides the following guarantee with every qualifying purchase:

- Your Ticket will be delivered to you in time for the event;
- Your Ticket will grant you valid entry to the event;
- The Ticket you receive will match your order.

If any of these conditions are not met, contact Pogoseat immediately at support@pogoseat.com. We will address verified issues on a case-by-case basis by offering comparable or better tickets, a refund, or a credit at our discretion. To qualify, you must notify us before or promptly upon attending the event.

6.3 Refunds and Cancellations

14. If an event is cancelled and not rescheduled, Pogoseat will provide you with a full refund of the purchase price you paid (including the Platform Fee) within a reasonable time.

15. If an event is postponed, your Ticket will remain valid for the rescheduled date. If you cannot attend the rescheduled event, you may relist your Ticket on the Marketplace. Except as required by law, refunds are not provided for postponed events.
16. Except in the circumstances described in this clause and the Buyer Guarantee, all sales are final and no refunds or exchanges will be issued.

6.4 Ticket Limits and Fair Use

To ensure fair access to tickets, Pogoseat or Club Partners may limit the number of Tickets a single user may purchase. Creating multiple accounts to circumvent these limits is prohibited. Pogoseat reserves the right to cancel transactions or restrict purchasing access where limits are violated.

The use of automated software, bots, scripts, or multiple IP or email addresses to search for, reserve, or purchase Tickets is strictly prohibited.

7. Messaging Communications (SMS, RCS, WhatsApp)

Pogoseat may offer Marketplace functionality and transactional notifications via SMS, RCS, or WhatsApp messaging channels ("Messaging Services").

17. By opting in to the Messaging Services, you consent to receive recurring transactional and promotional messages from Pogoseat via automated dialling systems.
18. Your consent to receive messages is not a condition of purchase.
19. You may opt out at any time by replying STOP to any message received. We will send you a confirmation and you will no longer receive messages from that channel. Reply START to re-subscribe.
20. Message and data rates may apply. Pogoseat is not responsible for delayed or undelivered messages where the cause is attributable to your carrier.
21. By participating in the Messaging Services, you consent to the collection and use of your mobile number and message content in accordance with our Privacy Policy and the Privacy Act 1988 (Cth).

8. Privacy and Personal Information

Pogoseat collects and handles personal information in accordance with our Privacy Policy (available at www.pogoseat.com/legal/privacy-policy) and the Privacy Act 1988 (Cth), including the Australian Privacy Principles (APPs).

By using the Marketplace, you consent to the collection, use, and disclosure of your personal information (including your name, contact details, bank account information, and transaction history) for the purposes of operating the Marketplace and fulfilling our obligations under these Terms.

Your personal information may be processed and stored in the United States or other jurisdictions by Pogoseat's infrastructure providers. Pogoseat will take reasonable steps to ensure such transfers comply with applicable Australian privacy law.

9. Platform Fees and GST

Pogoseat charges a Platform Service Fee on each completed transaction to cover the costs of operating the Marketplace, including payment processing, ticket verification, and customer support. The Platform Service Fee applicable to your Listing or purchase will be clearly disclosed to you before you confirm the transaction and is non-refundable once a sale is completed, except where required by the ACL.

All prices displayed on the Marketplace are in Australian dollars (AUD) and are inclusive of GST where applicable. Pogoseat will collect GST on the Platform Service Fee where required by Australian

law. A tax invoice will be issued automatically upon completion of each transaction and is available from your account or upon request at support@pogoseat.com.

Sellers acknowledge that they are responsible for their own tax obligations with respect to Resale Proceeds received through the Marketplace, including any GST registration obligations if applicable.

10. Prohibited Conduct

You must not use the Marketplace to:

- list, sell, or transfer counterfeit, stolen, invalid, or unauthorised tickets;
- engage in misleading or deceptive conduct in contravention of the ACL;
- charge Buyers more than the maximum resale price permitted under applicable Australian law;
- use automated bots or technology to circumvent the platform;
- create multiple accounts to exceed purchase limits;
- use the Marketplace for commercial ticket scalping in breach of any state or territory legislation; or
- engage in any conduct that harms other users, Pogoseat, or Club Partners.

Pogoseat reserves the right to cancel transactions, suspend accounts, and withhold payments where prohibited conduct is detected.

11. Australian Consumer Law

Nothing in these Terms excludes, restricts, or modifies any right or remedy, or any guarantee, warranty, or other term or condition, implied or imposed by the ACL that cannot lawfully be excluded or limited.

Where the ACL applies, and to the extent permitted by law, Pogoseat's liability for failure to comply with a consumer guarantee is limited to:

- the resupply of the relevant services; or
- the payment of the cost of having the services supplied again.

If you are a consumer under the ACL, you may have statutory rights including rights of repair, replacement, or refund for major failures, and compensation for other reasonably foreseeable losses. These rights exist separately from any contractual remedies and are not excluded by these Terms.

12. Limitation of Liability

To the maximum extent permitted by law, Pogoseat's total liability to you in connection with the Marketplace is limited to the amount you paid to Pogoseat in the three months preceding the event giving rise to the claim.

Pogoseat is not liable for indirect, incidental, consequential, or special losses, including loss of profits or loss of opportunity, except where such liability cannot be excluded under the ACL.

Pogoseat is not liable for any failure of a Club Partner or venue to honour a sold Ticket or to admit you to an event, provided the Ticket supplied to you was valid.

13. Indemnity

You agree to indemnify and hold Pogoseat, its officers, employees, agents, and Club Partners harmless from any claims, losses, damages, costs, and expenses (including reasonable legal fees) arising from:

- your breach of these Terms;

- your listing or sale of invalid, stolen, or misrepresented Tickets; or
- your violation of any applicable law in connection with your use of the Marketplace.

14. Dispute Resolution

If you have a complaint or dispute, please contact Pogoseat at support@pogoseat.com. We will endeavour to resolve your complaint within 15 business days.

If we are unable to resolve the complaint informally, you may refer the matter to:

- Consumer Affairs Victoria (or the equivalent consumer protection body in your state or territory); or
- the Australian Competition and Consumer Commission (ACCC).

These Terms are governed by the laws of Victoria, Australia. You irrevocably submit to the non-exclusive jurisdiction of the courts of Victoria.

15. Changes to These Terms

Pogoseat may update these Terms from time to time. We will notify you of material changes by posting the updated Terms on our website or by notifying you via your registered email or messaging channel. Your continued use of the Marketplace after notice of changes constitutes your acceptance of the updated Terms.

16. Contact

For questions about these Terms or the Marketplace, please contact support@pogoseat.com