

Roger Federer and Friends

Ticket conditions of sale & entry

These conditions govern the supply of all tickets (including complimentary tickets) to the Roger Federer and Friends event to be held on Wednesday January 8 2014 (**Event**) that are issued by Tennis Australia (**TA**) and allow access to Rod Laver Arena (**RLA**) during the Event. These conditions work in conjunction with Melbourne and Olympic Park's (**M&OP**) Conditions of Entry and Ticketek's terms and conditions.

1. Important information. Each ticket provides the holder of that ticket (**you**) with a conditional licence for admission to the applicable areas of RLA for the Event as designated on the face of that ticket.

2. No resale. The licence granted to you will automatically terminate if you do any of the following, without the prior written consent of TA: (a) resell the ticket at a premium or through a broker or agent; (b) advertise or offer the ticket for resale on the internet or in any other medium; or (c) package, advertise or use the ticket for advertising, promotion or other commercial purposes (including competitions or trade promotions) or to enhance the demand for other goods or services. If a ticket is sold, advertised or otherwise used in breach of these conditions, the licence terminates and TA may deny the holder of the ticket admission to the Event or take other action TA considers appropriate, without any guarantee of a refund. TA may also deny entry to the Event if tickets are not purchased from Ticketek or other points of sale authorised by TA. If you have any queries you can contact TA's ticketing department by email at aotickets@tennis.com.au.

3. Changes can occur. At times TA may release an event schedule. The schedule is provisional and subject to change. TA reserves the right to change the schedule at any time if it is reasonably necessary to protect the legitimate interests of TA and/or a player and/or members of the public.

4. Refunds, credits or replacements. No refund, credit or replacement tickets will be provided on any complimentary tickets or in situations where the Australian Consumer Law (**ACL**) does not apply. If the ACL applies and you have purchased the tickets, you will be entitled to a full refund, credit or replacement ticket for any tickets where the Event does not run at all.

5. Maintaining order. To maintain order and safety, M&OP and TA reserve the right to inspect clothing, containers, packages and bags intended to be brought into RLA. This may include the use of screening equipment. M&OP and TA also reserve the right to refuse entry to or remove any person from RLA. M&OP and TA will be considered to have reasonable cause if: (a) you are in breach of these conditions; (b) you are seeking to bring, or have bought, a prohibited item into RLA (see item 12 for details); (c) you are considered to be adversely affected by alcohol or illicit drugs; or (d) you have been previously banned or removed from entry into Melbourne Park or RLA. You must follow all reasonable directions given by TA and M&OP.

6. Your property. Whilst at RLA and the surrounding area, you must take care to protect your own property from loss and damage and take steps to prevent your property causing safety issues or damage to other people or property. TA will not be liable for any loss or damage (including any direct, indirect or consequential loss or damage) to any property brought into RLA or the surrounding area, unless the ACL applies and it was due to TA's breach of a non-excludable guarantee under the ACL such as failure to provide services with due care or skill. M&OP will not be liable for any loss or damage (including any direct, indirect or consequential loss or damage) to any property brought into RLA or the surrounding area, unless the ACL applies and it was due to M&OP's breach of a non-excludable guarantee under the ACL such as failure to provide services with due care or skill. For the safety and comfort of all patrons, any item or bag that is too large to fit under a seat must not be brought into RLA and a limit of 1 bag per person applies. You must not leave bags or packages unattended at any time. For safety reasons, any unattended bags or packages may be removed and/or destroyed.

7. Your safety. Whilst at RLA and the surrounding area, you must take care to protect your safety and the safety of others. TA will not be liable for any loss or damage (including any direct, indirect or consequential loss or damage) for any death or personal injury, unless the ACL applies and it was due to TA's breach of a non-excludable guarantee under the ACL such as failure to provide services with due care or skill. M&OP will not be liable for any loss or damage (including any direct, indirect or consequential loss or damage) for any death or personal injury, unless the ACL applies and it was due to M&OP's breach of a non-excludable guarantee under the ACL such as failure to provide services with due care or skill.

8. Liability. To the extent permitted by law: (a) TA and M&OP's maximum liability to you for any loss or damage that is suffered by you as a result of any breach of these conditions by TA and/or M&OP is limited at TA's sole discretion to: (A) the replacement of tickets; or (B) permitted entry to a rescheduled event; or (C) a refund where required under clause 4; (b) all



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other representations, conditions, warranties and terms (including claims in relation to any particular players or a schedule) that would otherwise be expressed or implied in these conditions by general law, statute or custom are expressly excluded.

9. Privacy. By purchasing a ticket to the Event you consent to the collection and use of your personal information by Ticketek and TA and the disclosure of that information by Ticketek to TA for the purposes of ticketing and event management and marketing, including the promotion of tennis and tennis events. Where the information is used for marketing purposes you will be given the opportunity to 'opt out'. You may contact TA (at aotickets@tennis.com.au or Private Bag 6060 Richmond, Victoria 3121) and Ticketek (at privacy@ticketek.com.au or GPO Box 1610, Sydney NSW 2001) to request access to the information held about you. TA will collect, store, use and disclose your personal information in accordance with its privacy policy located at <http://www.tennis.com.au/privacy>.

10. Capture and use of image. You consent to being photographed, filmed and recorded as an Event patron. You acknowledge that in order to enhance security, surveillance equipment (including security cameras) are used in and around RLA. You also consent to use of any such film, image or recording at the discretion of M&OP, TA, its commercial partners, media agencies, or law enforcement agencies without compensation or further notice.

11. Family friendly event. The Event is a family friendly event. You are required to act in a safe, responsible and courteous manner at all times. All persons 12 years old and younger must be accompanied and supervised by a parent or guardian at all times during the Event. Access to the licensed areas at Melbourne Park is prohibited to persons under the age of 18 unless in the company of a parent or guardian.

12. Prohibited items. For the comfort and safety of patrons and players the following items are NOT allowed into RLA: Alcohol; animals except service animals (e.g. seeing eye dogs, police dogs and horses); any item that could be used as a weapon; beach balls & other inflatable devices; bicycles, scooters, skateboards and roller-blades/skates; camera tripods, monopods, telephoto camera lenses with a focal length capacity greater than 200mm; video cameras & handy-cams; audio recorders; any equipment, device or instrument capable of recording, distributing and/or transmitting scoring data and other statistical information relating to the Event for any commercial purposes (including sports betting); drink & food cans; chairs & stools; eskies & hampers; fireworks; frisbees; helium balloons; glass (including bottles); large containers in excess of 1.5 litres; flags, banners or signs larger than 1 metre by 1 metre in size or with handles longer than 50cm in length; musical instruments &/or amplification equipment; unauthorised promotional, commercial, political, religious or offensive items of whatever nature including clothing, banners, signs, symbols and leaflets or flyers; laser pointers, distress signals, whistles or loud hailers and dangerous goods. Note: Prams and strollers are not permitted in seating areas.

13. Prohibited conduct. You must not: (a) engage in any conduct, act towards or speak to any other person in a manner which offends, insults, humiliates, intimidates, threatens, disparages or vilifies that other person; (b) disrupt or interrupt any aspect of the Event; (c) cause any wilful damage or harm to any part of RLA, including buildings, fixtures & fittings, fences, vegetation and permanent or temporary infrastructure, or remove or attempt to remove any property belonging to another during the Event; (d) interfere with, obstruct or hinder TA or M&OP in the exercise of their powers, functions or duties during the Event; (e) conduct public surveys or opinion polls, solicit money, donations or subscriptions from members of the public within RLA, without the prior consent of TA; (f) play ball games of any kind within RLA or the surrounding area unless TA has authorised that ball game; (g) open umbrellas within seating areas of RLA; (h) remove your footwear.

14. Smoking. You must not smoke inside RLA or otherwise where signed.

15. Event etiquette. Standing or other activities that may distract the players is not permitted in seated areas until end of the event. Standing in the aisles or sitting on the stairs is not permitted at any time. You must adhere to allocated seating in the ticketed arenas and follow all reasonable directions given by TA or M&OP.

16. Use of Technology. Images of the Event taken with a camera, mobile phone or other wireless device cannot be used for any purpose other than for private and domestic purposes. You must not sell, license, publish or otherwise commercially exploit photographs. Flash photography is not permitted in the court areas. Taking video footage via any means is forbidden. Production, transmission or distribution of broadcasts or narrowcasts of any images, footage, sounds, commentary of the Event by any means in any format or media (including by mobile phone or other wireless device) is strictly forbidden. The continual use of laptop computers or other handheld electronic devices within the spectator area of RLA is prohibited. The exception to this provision is properly accredited media and event staff where such persons are expressly authorised by TA to do so in the performance of their duties.

17. Interpretation. These conditions do not exclude, restrict or modify the application of any provision of the ACL, where to do so would either contravene the ACL or cause any part of these conditions to be void. Any provision of these conditions which is invalid must be read down to the minimum extent necessary to achieve its validity or be severed from these conditions without invalidating or affecting the remaining provisions of these conditions. References to TA and M&OP,



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include references to their staff, contractors, agents, volunteers and authorised officers. Where the word including is used, or examples are given, it does not limit the generality of the clause. If there are any inconsistencies between these conditions and any of the conditions referred to in the first paragraph, these conditions prevail.

18. **Changes.** TA may alter these conditions if such changes are reasonably necessary to address safety issues or otherwise protect TA's legitimate interests by giving you notice (by email or by posting it on Roger Federer Foundation's website).