

TICKET TERMS AND CONDITIONS
FED CUP TIE – AUS v USA
BRISBANE – APRIL 2016

Each Ticket Holder hereby agrees to comply with the terms and conditions set forth herein and required by Tennis Australia Limited (**TA**) for the Australia vs USA Fed Cup tie to be held at the Queensland Tennis Centre (**Venue**) on or about 16-17 April 2016 (**Event**). These conditions operate in conjunction with the Venue's Conditions of Entry (if any) and Ticketek's applicable terms and conditions.

1. This ticket is a personal, revocable licence to enter the Venue; as such it is not transferable and may not be resold. TA reserves the right to revoke the licence granted by this ticket, with or without cause. For example, the licence granted to the Ticket Holder may be terminated by TA if the Ticket Holder does any of the following, without the prior consent of TA:
 - a. resell the ticket at a premium or through a broker or agent;
 - b. advertise or use 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 and services. The Ticket Holder must not sell, gift or otherwise transfer a ticket that has already been used.
2. The Ticket Holder assumes all risks and dangers incidental to attendance at the Event, whether occurring prior to, during, or after a session.
3. The Ticket Holder is alone responsible for lost, misplaced or stolen tickets. 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. TA makes no representations or warranties that a ticket will enable the Ticket Holder to watch any particular players or matches during a specific session, that there will be a specific number of matches during a specific session, or that matches in a session will start at a particular time or continue for any set length of time because:
 - a. players can, at times, experience injuries, illnesses, bereavement, travel delays or other issues which can prevent them from being able to commence play, or complete a match;
 - b. particular matches may need to be cancelled, terminated early, rescheduled or relocated to other courts for various reasons, examples include other tennis matches continuing for extended periods of time, a match not being required due to the Event outcome being determined in a previous match; safety issues or concerns, extreme heat, rain, other adverse weather or force majeure events such as an act of God, natural disaster, war, sabotage, riot, act of terrorism, national emergency, fire, explosion, power shortage, strike or other labour difficulty (whether or not involving TA), epidemic, quarantine, radiation or radioactive contamination, government intervention, or plant or equipment breakdown; or
 - c. due to the format of the Event, a match may not be required or the number of sets in a match may be reduced due to the Event outcome being determined in a previous match.

Each situation referred to in items 3(a) to (c) above is an **Unavoidable Event**. If the ACL applies and the Ticket Holder has purchased the tickets, the Ticket Holder will be entitled to a full refund, credit or replacement ticket for any tickets where the specific session of the Event (as designated on the ticket) does not commence at all, unless it was due to an Unavoidable Event.

Without limiting the foregoing, if the fourth match of the Event goes to four sets or more and the outcome of the Event has been decided following this match, the fifth match may not be played; if the fourth match of the Event concludes in less than four sets and the outcome of the Event has been decided following this match, the fifth match will only be played to the best of three tiebreak sets; or if the outcome of the Event is decided after the third match, the two matches scheduled to be played on the third day of the Event will be played to the best of three tiebreak sets.

4. The date and time of any Event session is subject to change without notice. In the event of cancellation of a session, any processing and handling fees are not refundable. No pass-outs or re-admittance are allowed.
5. The Ticket Holder consents to search and inspection for and/or confiscation of prohibited items. Prohibited items include, but are not limited to: bottles, cans, alcoholic beverages, signs, broadcast quality video/motion picture cameras and recorders; camera lenses exceeding 300mm in focal length, umbrellas, fireworks, flammable materials, animals except service animals (e.g. seeing eye dogs); any item that could be used as a weapon; bicycles, scooters, skateboards and roller-blades/skates; chairs & stools; eskies & hampers; frisbees; helium balloons; glass (including bottles); large containers in excess of 1.5 litres; flags, banners or signs larger than 1.2m wide or with handles longer than 50cm in length; musical instruments; unauthorised advertising or marketing material or flyers; laser pointers, distress signals; dangerous goods and any other item prohibited by legislation. Persons under the influence of alcohol will not be permitted to enter the licensed premises.

6. Standing or other activities that may distract the players is not permitted in seated areas until end of games or between matches. Standing in the aisles or sitting on the stairs is not permitted at any time. The Ticket Holder must follow all reasonable directions given by TA, police or event security.
7. The Ticket Holder must not carry into the licensed premises any political, promotional or advertising material or signage which can be seen by others at the event.
8. By entering the Venue, the Ticket Holder consents to being photographed, filmed and recorded in or around the Venue. The Ticket Holder grants irrevocable permission to the TA, its assignees, licensees, commercial partners and media agencies to use in their sole discretion any such film, image or recording, (including the Ticket Holder's voice, image and likeness), for any purpose including broadcasting and commercial purposes without compensation or further notice.
9. Ticket Holders must not collect, disseminate, transmit, publish or release from the grounds of the tie any match scores or related statistical data during match play (from the commencement of a match until its conclusion) for any commercial or gambling purposes.
10. 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. Ticket Holders must not sell, license, publish or otherwise commercially exploit photographs. Flash photography and extended video recording is not permitted in the court area. The continual use of laptop computers or other handheld electronic devices within the spectator area of a tournament court is prohibited (the exception to this provision is properly accredited media, tournament vendors and tournament staff where such persons are expressly authorised to do so in performance of their duties).
11. No person (other than a person who holds an appropriate license from ITF Licensing (UK) Ltd (**ITF**)) may bring into the Event venue or use within the Venue any equipment which is capable of logging, recording, transmitting or otherwise communicating (by digital or other means) any audio, visual or audio-visual material or any information or data in relation to the Event or the Venue. Copyright in any unauthorised recording or transmission is assigned to ITF. For the avoidance of doubt, mobile telephones and other mobile devices are permitted within the Venue provided that:
 - a. they are used for personal and private use only, and not during match play; and
 - b. no material of moving images containing any match action that are captured by a mobile telephone or other mobile device may be published or otherwise made available to any third parties including, without limitation, via social networking sites.
12. Patrons must not engage in any conduct, act towards or speak to any player, umpire or other official or other patron in a manner which offends, insults, humiliates, intimidates, disparages or vilifies that other person on the basis of that other person's race, religion, colour, descent or national or ethnic origin.
13. By purchasing a ticket to the Event the Ticket Holder consents to the collection and use of their 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 the Event and other tennis activities. Where the information is used for marketing purposes the Ticket Holder will be given the opportunity to 'opt out'. The Ticket Holder may contact TA (at privacy@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 the Ticket Holder. TA will collect, store, use and disclose the Ticket Holder's personal information in accordance with its privacy policy located at <http://www.tennis.com.au/privacy>.
14. 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 include references to its staff, contractors, volunteers and agents and authorised officers.
15. TA may alter these conditions if such changes are reasonably necessary to address safety issues or otherwise protect TA's legitimate interests by giving the Ticket Holder notice (by email or by posting the updated version on the Event's website).
16. If any dispute arises regarding a ticket or attendance at the event, the holder agrees to submit the dispute to binding arbitration in Queensland in accordance with the rules of the Institute of Arbitrators and Mediators Australia.