

# PRE-SALE PASSES FOR THE AUSTRALIAN OPEN 2017 (“AO 2017”) AND AUSTRALIAN OPEN SERIES 2017 (“AOS 2017”) FOR EXPIRING AUSTRALIAN OPEN ‘GAME’, ‘SET’ AND ‘MATCH’ MEMBERS

## TERMS & CONDITIONS

By purchasing a **Pre-Sale Pass** you agree to accept Tennis Australia Limited’s ABN 61 006 291 125 (**TA**) terms & conditions below.

### Pre-sale Passes

1. Subject to these Terms and Conditions, only individuals whose Australian Open Membership (whether ‘Game’, ‘Set’ and ‘Match’) has expired, or is due to expire, between 23 January 2016 and 31 July 2016 and who are at least 21 years of age are eligible to purchase a Pre-Sale Pass in their own name (**Expiring Members**).
2. Pre-Sale Passes will be available for purchase by Expiring Members in one of three categories, ‘Game’, ‘Set’ and ‘Match’. If you are an Expiring Member, you can only purchase a Pre-Sale Pass that corresponds to your most recent category of Australian Open Membership, that is, ‘Game’, ‘Set’ or ‘Match’. For example, if you held a ‘Set’ Australian Open Membership that expired on 31 January 2016, you will be eligible to purchase a ‘Set’ Pre-Sale Pass in accordance with these terms and conditions.
3. In order to purchase a Pre-Sale Pass, an Expiring Member must log in online to their Australian Open Membership account between 14 June 2016 and 15 July 2016 relevant to each of the ‘Game’, ‘Set’ and ‘Match’ categories of Pre-Sale Passes (**Pre-Sale Pass Purchase Period**) and follow the prompts to purchase the Pre-Sale Pass relevant to their Expiring Member category of Australian Open Membership.
4. The cost of a Pre-Sale Pass is as follows:
  - a. a ‘Game’ Pre-Sale Pass costs \$AUD50.00 (including GST);
  - b. a ‘Set’ Pre-Sale Pass costs \$AUD70.00 (including GST); and
  - c. a ‘Match’ Pre-Sale Pass costs \$AUD120.00 (including GST).
5. All payments must be made online through your Australian Open Membership Account by credit card only during the Pre-Sale Pass Purchase Period. No other method of payment will be accepted by TA.
6. The total number of Pre-Sale Passes available and the total number of Pre-Sale Passes available in each ‘Game’, ‘Set’ and ‘Match’ category is limited to a prescribed number in TA’s discretion from time to time. Pre-Sale Passes are strictly subject to availability.
7. When an Expiring Member’s payment has been processed and received by TA, TA will provide you with instructions about how to use your ‘Game’, ‘Set’ or ‘Match’ Pre-Sale Pass (a physical pass or card will not be issued to you).
8. All Pre-Sale Passes will automatically expire at the end of the prescribed Pre-Sale Period for each category of ‘Game’, ‘Set’ and ‘Match’ Pre-Sale Passes.

### Pre-sale Pass Benefits

9. Pre-Sale Pass holders will have the opportunity to pre-purchase a prescribed number (as advised by TA) of tickets (multi and single session) to the AO 2017 and AOS 2017 events corresponding to the relevant ‘Game’, ‘Set’ or ‘Match’ category through Ticketek’s website during the applicable dates advised by TA (each a **Pre-Sale Period**) for that category. The Pre-Sale Period for each of the ‘Game’, ‘Set’ and ‘Match’ Pre-Sale Pass categories may be

different as advised by TA to Expiring Members in its discretion. Tickets are strictly subject to availability during the relevant 'Game', 'Set' and 'Match' Pre-Sale Periods. The maximum number of tickets and seating available to purchase per Pre-Sale Pass holder may vary depending on the applicable Pre-Sale Pass category.

Tickets allocated to 'Game', 'Set' and 'Match' Pre-Sale Pass holders are the best available at the time of the Pre-Sale Period relevant to each category after tickets to contracted stakeholders (such as sponsors and suppliers), corporate hospitality clients, tour operators and AO Members have been allocated. TA does not guarantee that the tickets purchased with a Pre-Sale Pass during the relevant Pre-Sale Period will always provide you with better seats than tickets sold during the sale to the general public.

#### **Purchase of tickets with a Pre-sale Pass**

10. All tickets to the AO 2017 purchased with a Pre-Sale Pass are subject to TA's Australian Open Ticket Conditions of Sale and Entry (as updated from time to time). By purchasing a ticket to the AO 2017, Pre-Sale Pass holders agree to the Australian Open Ticket Conditions of Sale and Entry (see [www.australianopen.com](http://www.australianopen.com) for details). All tickets to any AOS 2017 event purchased with a Pre-Sale Pass are also subject to TA's Ticket Conditions of Sale and Entry (as updated from time to time) for that event and Pre-Sale Pass holders agree to abide by such conditions.
11. The cost of tickets is additional to the cost of a Pre-Sale Pass. Ticket prices are set out on Ticketek's website and are additionally subject to Ticketek's terms and conditions. Transaction and delivery fees and other fees may apply to the purchase of any tickets. TA is not responsible for any technical difficulties with Ticketek's website and does not warrant the Ticketek's website will be available at all times. TA offers only access to the pre-sale tickets to Pre-Sale Pass holders and does not supply the pre-sale tickets itself.
12. Pre-Sale Pass holders must adhere to the prescribed ticket limit (as advised by TA) for the relevant 'Game', 'Set' or 'Match' category that applies when purchasing AO 2017 and AOS 2017 event pre-sale tickets. If a Pre-Sale Pass holder does not adhere to these limits TA reserves the right to cancel all tickets purchased by the Pre-Sale Pass holder and/or purchased using the Pre-Sale Pass holder's access code.
13. Tickets do not include travel or accommodation or any other costs or expenses whatsoever.
14. Pre-Sale Pass holders are not permitted to:
  - a. resell an AO 2017 ticket and/or AOS 2017 ticket at a premium or through a broker or agent;
  - b. advertise or offer an AO 2017 ticket and/or AOS 2017 ticket for resale on the internet or in any other medium (except via TA's approved AO Fan Market Place (<https://fanmarketplace.ausopen.com>));
  - c. package, advertise or use an AO 2017 ticket and/or AOS 2017 ticket for advertising, promotion or other commercial purposes (including competitions or trade promotions) or to enhance the demand for other goods or services; or
  - d. sell, gift or otherwise transfer a ticket that has already been used.
15. Without limiting the Australian Open Ticket Conditions of Sale and Entry (or the AOS 2017 Ticket Conditions of Sale and Entry for each event), if an AO 2017 ticket and/or an AOS 2017 event ticket purchased by a Pre-Sale Pass holder or is purchased using a Pre-Sale Pass holder's access code, is sold, advertised or otherwise used in breach of clause 14, TA may cancel the ticket, deny the holder of the ticket admission to the AO 2017 and/or AOS 2017 event (as applicable) or take other action TA considers appropriate including cancelling all

tickets purchased by the Pre-Sale Pass holder and/or purchased using the Pre-Sale Pass holder's access code (without providing a refund) and cancelling that Pre-Sale Pass holder's pre-sale access and account effective immediately.

### General

16. By purchasing a Pre-Sale Pass you warrant that all information provided by you is true and correct. If TA determines at any time that any information provided by a Pre-Sale Pass holder is false, it may at its discretion cancel the Pre-Sale Pass holder's pass and any tickets purchased by the Pre-Sale Access Pass holder or that were purchased using the Pre-Sale Pass holder's access code.
17. Pre-sale Access Pass fees must be paid up front. Except to the extent the Australian Consumer Law applies, fees paid in connection with Pre-Sale Passes are not refundable.
18. A Pre-Sale Pass is for personal use only and is not transferable.
19. TA is not liable for the loss of tickets or other items while they are in transit to a Pre-Sale Pass holder.
20. Benefits and conditions of Pre-Sale Passes are subject to change. TA reserves the right in its discretion to change, cancel or suspend this offer without notice. However Pre-Sale Pass holders may be notified of any such changes via TA's website (see [www.australianopen.com](http://www.australianopen.com)) or via email.
21. By purchasing a Pre-sale Pass you consent to the collection, storage, use and disclosure of your personal information by TA and Ticketek and the disclosure of that information by TA and/or Ticketek for the purposes of ticketing, event management, surveys and marketing, including the promotion of the AO and related events, offers from TA and other Australian Tennis Organisations regarding other events, products and services, and offers from third parties who have a relationship with TA or other Australian Tennis Organisations about their events, products and services. TA may also use your personal information for the purposes set out in TA's tennis privacy policy. Where the information is used for marketing purposes you will have the opportunity to 'opt out', which you can do at any time in accordance with TA's tennis privacy policy. You may contact TA (at [aotickets@tennis.com.au](mailto:aotickets@tennis.com.au) or Private Bag 6060 Richmond, Victoria 3121) and Ticketek (at [privacy@ticketek.com.au](mailto: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>, which also contains information about how you may access and seek correction of your personal information or complain about a breach of your privacy by TA, and how TA will deal with that complaint. TA respects your privacy and may only disclose your personal information to other Australian Tennis Organisations and third party service providers, for example IT service providers, in association with the provision of services to TA. Such third parties may be located overseas.

If you have a query or complaint about Pre-Sale Passes, please contact us at [australianopenmembers@tennis.com.au](mailto:australianopenmembers@tennis.com.au) or speak to a member of our Customer Service Team by calling 1800 676 450 or outside Australia +61 3 9914 4254.

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