

TICKET CONDITIONS OF SALE AND ENTRY 2017

These conditions govern the supply of all tickets (including complimentary tickets) to the Australian Open (**AO**) that are issued by Tennis Australia (**TA**), and access to Melbourne Park (**MP**) during the AO. These conditions operate in conjunction with the *Major Sporting Events Act 2009 (Act)* and Melbourne and Olympic Park's (**M&OP**) Conditions of Entry to MP. Please note that Ticketek's Terms and Conditions, the AO Hospitality Special Conditions and/or the AO Accreditation Conditions may also govern your entry to MP during the AO.

1. Important information. The AO is a multi-feature ticketed event that runs over a number of sessions and days. Each ticket provides the holder of that ticket (**you**) with a conditional licence for admission to the applicable areas of MP for the specific session of the AO which is designated on the face of that ticket. TA makes no representations or warranties that your ticket will enable you to watch any particular players or matches during a specific session, or that matches will start at a particular time or continue for any set length of time because: (a) the AO is an elimination style tennis tournament, with each player's progression determined by a number of factors including the tournament draw and the outcome of their previous matches; (b) 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; (c) 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, 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, government intervention, or plant or equipment breakdown. Each situation referred to in clauses 1(b) and (c) above is an **Unavoidable Event**.

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. You must not sell, gift or otherwise transfer a ticket that has already been used. You may however list a ticket for sale on the official AO Fan Marketplace provided it has not already been used. 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 AO or an area within MP or take other action TA considers appropriate, without any guarantee of a refund. TA may also deny entry to the AO 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 a daily draw of matches, order of play or event schedule (each a **Schedule**). Each Schedule is provisional and subject to change. TA reserves the right to change any Schedule at any time and for any reason (including the reasons described in clause 1) if it is reasonably necessary to protect the legitimate interests of TA and/or the players and/or members of the public. Due to the nature of tennis tournaments like the AO, changes to a Schedule are not material changes to the event and do not entitle you to a refund, credit, exchange or other compensation.

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 specific session of the AO (as designated on your ticket) does not commence at all, unless it was due to an Unavoidable Event. Without limiting the foregoing, no refunds, credits, replacement tickets or other compensation is required to be provided if (a) there is a change to a Schedule, but the session commenced with a match or substitute match being played (in whole or part); (b) there is a change to the non-tennis related entertainment at MP, for example bands on Grand Slam Oval; or (c) there has been an Unavoidable Event.

5. **Tickets:** TA or M&OP may direct you at any time while at the AO to produce a valid ticket. Keep your ticket in safe and in good condition, as TA is not obliged to replace your ticket under any circumstances, including loss or theft. Many tickets to the AO will only grant access to MP (or an area of MP) for a limited period; for example, an After Five Ground Pass or a Rod Laver Arena ticket. Please check your ticket for details. Access to Rod Laver Arena & Margaret Court Arena for the night sessions may be delayed if the day session play runs late.

6. **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 MP and prohibit the entry of certain items. This may include the use of screening equipment. M&OP and TA also reserve the right, with reasonable cause or pursuant to the Act, to refuse entry to or remove any person from MP. M&OP and TA will be considered to have reasonable cause if: (a) you are in breach of these conditions or the Act; (b) you are seeking to bring, or have brought, a prohibited item into MP (see clause 16 for details); (c) you are considered to be adversely affected by alcohol or illicit drugs; or (d) you have been previously banned from entry into or removed from MP. You must follow all reasonable directions given by representatives of TA and M&OP.

7. **Your property.** Whilst at MP, 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 MP, 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 MP, 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 MP 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.

8. **Your safety.** Whilst at MP, 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.

9. **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 AO session or other AO event; or (C) a refund where required under clause 4; (b) all other representations, conditions, warranties and terms (including claims in relation to any particular players or matches or a Schedule) that would otherwise be expressed or implied in these conditions by general law, statute or custom are expressly excluded.

10. **Privacy.** By purchasing a ticket to the AO **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, 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 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>, 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.

11. Medical assistance and privacy. Without prejudice to clause 8, you authorize TA, its medical contractors and any other third party medical service provider at MP during the AO to administer any medical assistance, treatment and/or transport you seek or to provide this on your behalf as deemed reasonably necessary in the circumstances (the costs of which you may be responsible for). In connection with any medical assistance, treatment and/or transport you seek or receive, you consent to the disclosure of your personal information and medical details concerning the incident at MP during the AO, to TA, TA's insurers and any other relevant third parties as determined by TA. Any personal information collected in accordance with this clause will not be used by TA for marketing purposes.

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

13. Acceptable dress standards and conduct. You are required to observe a standard of dress suitable to the area of MP that you are in or seeking to enter and acceptable to TA. The AO is a family friendly event. You are required to act in a safe, responsible and courteous manner at all times. All persons 14 years old and younger must be accompanied and supervised by a parent or guardian at all times during the AO.

14. Match etiquette. Standing or other activity that may distract the players is not permitted in seating areas until end of games or between matches. 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, M&OP, police or event security.

15. Licensed Areas. Access to areas licensed for the sale of alcohol within MP will be managed in accordance with Victorian liquor control legislation.

16. Prohibited items. For the comfort and safety of patrons and players, and/or pursuant to the Act, the following items are NOT allowed into MP: 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 AO 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 1m by 1m 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.

17. Prohibited conduct. You must not: (a) engage in any conduct, act towards or speak to any player, umpire, referee, other official or another patron in a manner which offends, insults, humiliates, intimidates, threatens, disparages or vilifies that other person; (b) disrupt or interrupt any match or event organised by TA; (c) cause

unreasonable disruption or unreasonable interference to patrons of the AO or persons engaged in the conduct or management of the AO; (d) cause any willful damage or harm to any part of MP, including buildings, fixtures & fittings, fences, vegetation and permanent or temporary infrastructure, or remove or attempt to remove any property belonging to another during the AO; (e) interfere with, obstruct or hinder TA or M&OP in the exercise of their powers, functions or duties during the AO; (f) conduct public surveys or opinion polls, hand out items or material, solicit money, donations or subscriptions from members of the public within MP, without the prior consent of TA; (g) play ball games of any kind within MP unless TA has authorised that ball game; (h) open umbrellas within seating areas of all tournament match courts and arenas whilst a match is in progress; (i) remove your footwear.

18. **Smoking.** You must not smoke inside, within the spectator area of any tournament court, or otherwise where signed.

19. **Use of Technology.** Photography: Images of the AO 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. Video Footage: Taking and/or publishing video footage of any match play via any means is forbidden (including sharing to social media). For the avoidance of doubt, mobile telephones are permitted within MP provided that they are used for personal and private use only and are not used to record any match play. Distribution: Production, transmission or distribution of broadcasts or narrowcasts of any images, footage, sounds of the AO or any match comprising the AO by any means in any format or media is strictly forbidden. If you make any kind of sound recording, visual footage or audio-visual footage at or in relation to the AO (**Recording**) without the consent of TA, you: (a) assign all copyright and all other intellectual property in any such Recording to TA; and (b) consent to use by TA of the Recording for any purpose in any media worldwide.

20. **Court-siding.** Without limiting the above, you must not continually collect, disseminate, transmit, publish or release from the grounds of the AO any match scores or related statistics or data during match play for any commercial, betting or gambling purpose. 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 by TA to do so in the performance of their duties.

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

22. **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 TA's website).

NOTE: Some areas of MP are exposed to direct sunlight, heat and other elements. Seating may be in the sun for part or all of the day. Remember to stay hydrated and use sun protection.