

## Ticket Conditions of Sale and Entry

These conditions govern access to the Australian Open 2021 - Australia Day Events being held at Birrarung Marr (Melbourne), Wodonga, Orbost and Bairnsdale (**Event**) and the supply of all tickets (including complimentary tickets) to the Event on behalf of Tennis Australia Ltd (**TA**). Monies paid for your ticket will go to TA's nominated charity.

These conditions operate in conjunction with the *Major Events Act 2009* (Vic) (where applicable). Please note that Ticketmaster's standard Terms and Conditions and any other conditions, policies, notices or documents that we make available before or at the Event (including TA's requirements regarding biosecurity measures, privacy notices and government directives due to the ongoing COVID-19 pandemic) may also govern your entry to the Event.

1. **Important information.** Each ticket provides the holder of that ticket (**you**) with a conditional licence for admission to the applicable areas of the Event designated on the face of that ticket.
2. **Prohibited use of tickets.** The licence granted to you via the ticket is personal to you and may be terminated by TA (without refund) if: (i) you do or TA reasonably suspects that you have done, or (ii) any subsequent bearer of the ticket, has done or TA reasonably suspects that any subsequent bearer of the ticket has done, any of the following without the prior written consent of TA:
  - a) transfer (or seek to transfer) the ticket by any means other than by using Ticketmaster's Ticket Forward function;
  - b) resell the ticket, whether through an unauthorised broker or agent or any other means;
  - c) advertise or offer the ticket for resale on the internet or in any other medium; or
  - d) package, advertise or use the ticket for advertising, promotion or other commercial purposes (including competitions, trade promotions or bundling the ticket into your own hospitality offering/package).

In addition to the above, for any breach of this clause 2, TA may terminate any other licences granted to you via the purchase by you of any other tickets to the Event.

3. **Cancellation and confiscation.** If a ticket is dealt with in breach of these conditions or if TA reasonably suspects that a ticket is dealt with in breach of these conditions (or where TA has been so directed by a law enforcement agency), TA may terminate the licence to enter the Event and deny the holder of the ticket access to the Event or any area within the Event, cancel or confiscate the ticket, or take other action TA considers appropriate including but not limited to cancelling or confiscating any other tickets to the Event held in your name, without refund.
4. **Refunds, credits or replacements where on-court tennis does not commence.** You'll be able to obtain a full refund or a credit (at your choice) of the total price of your tickets if:
  - a) the Event is cancelled or rescheduled as a result of COVID-19 requirements or restrictions (in which case, we'll refund you for the total price of your tickets);
  - b) we are no longer able to accommodate you at the Event venues;
  - c) you are prevented from travelling to Melbourne or Victoria due to State, Territory or Commonwealth government travel restrictions and you advise us that you are unable to travel at least seven days before the date of your session (so that we have enough time to refund you and then offer the tickets to someone else who missed out);
  - d) you or any of your group members have COVID-19 symptoms and/or you are required to isolate (or if any of your close contacts or group members has COVID-19 symptoms) and you notify us and provide us with some evidence (e.g. a medical certificate) at least 24 hours prior

to your attendance at the Event (or as soon as you can if there are valid reasons why 24 hours' notice is not possible); and

- e) in other circumstances, where we feel it is appropriate.

In addition, where the consumer guarantees under the Australian Consumer Law (**ACL**) apply and you have purchased your tickets, you will be entitled to a full refund, credit or replacement ticket where the Event does not commence at all, unless the Event is cancelled because of circumstances beyond the reasonable control of TA (excluding COVID-19 reasons as set out above in this clause 4), such as injury, illnesses, bereavement, travel delays, significant safety issues or concerns, extreme heat, rain, other adverse weather (including adverse air quality), natural disaster, war, sabotage, riot, acts of terrorism, national emergency, fire, explosion, power shortage, strike or other labour difficulty, epidemic and/or quarantine (excluding where related to COVID-19), government intervention, or plant or equipment breakdown.

However, please note refunds, credits or replacements will **not** be issued in some circumstances, such as where:

- a) the tickets are complimentary tickets;
  - b) except where referred to in clause 4b), social distancing restrictions or operational requirements prevent you from being able to access a particular part of the Event venue; or
  - c) you decide not to attend the Event, because you have changed your mind or are unable to attend due to other personal reasons (excluding the COVID-19 reasons set out above in this clause 4).
5. **Tickets.** TA or M&OP may direct you at any time while at the Event to produce a valid ticket. Please 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.
6. **Safety, comfort and conduct.** To maintain order and safety, and to encourage all patrons' enjoyment of the Event, TA advise of the following:
- a) TA may inspect clothing, containers, packages and bags inside the Event or intended to be brought into the Event, including via electronic screening equipment.
  - b) Any item or bag that is too large to fit under a seat must not be brought into the Event and a limit of one 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.
  - c) Some areas of the Event 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.
  - d) You are required to observe a standard of dress suitable to the area of the Event that you are in or seeking to enter and acceptable to TA.
  - e) The Event 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 Event.
  - f) You must follow all directions given by representatives of TA, police or event security.
  - g) Access to areas licensed for the sale of alcohol within the Event will be managed in accordance with Victorian liquor control legislation. Some areas of the Event may only be accessible to patrons over 18 years of age, with proof of age that is valid in Victoria.
7. **TA control.** TA reserves the right to refuse you entry to, or remove you from, the Event (and cancel or confiscate your ticket) or take other action TA considers appropriate, for the safety and comfort of

other patrons, staff and participants or for the integrity of the Event and tennis in general. For example, if:

- a) you are in breach of these conditions;
  - b) your conduct amounts to an offence under the *Major Events Act 2009* (Vic);
  - c) you are considered to be intoxicated;
  - d) you have been previously refused entry to or removed from the Event;
  - e) TA receives a direction to do so from law enforcement agencies; or
  - f) TA reasonably believe it is in the best interests of the safety, security or integrity of the Event to do so.
8. **Your property, your responsibility.** Whilst at the Event, 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 the Event, unless the ACL applies and such loss or damage was due to TA's breach of a non-excludable guarantee under the ACL (such as a failure to provide services with due care or skill).
9. **Your safety, your responsibility.** Whilst at the Event, 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 such loss or damage was due to either TA's breach of a non-excludable guarantee under the ACL (such as failure to provide services with due care or skill).

*Your safety, your responsibility – COVID-19*

- a) You acknowledge that by attending the Event you may be exposed to the possibility of contracting an illness, including without limitation the COVID-19 virus. Contracting or exposure to the COVID-19 virus can result in serious illness, temporary or permanent disability, other short-term and long-term health effects, and death, regardless of age or health condition.
- b) While TA will implement reasonable measures to attempt to minimise the risk of the COVID-19 virus, you acknowledge that such measures may be unsuccessful and such measures do not guarantee that you will not be exposed to the COVID-19 virus. TA and its employees, officers, volunteers, servants and agents make no guarantees, warranties, representations or other promises regarding the possibility of your exposure to, contracting, or transmitting COVID-19 while attending the Event.
- c) With full knowledge of the risks associated with the COVID-19 virus, you:
  - i) voluntarily agree to attend the Event;
  - ii) assume all responsibilities and risks related to the COVID-19 virus while attending the Event; and
  - iii) to the fullest extent permitted by law, acknowledge the risks associated with attending the Event, accept those risks voluntarily and release and discharge, TA, its employees, officers, volunteers, servants and agents, from any and all claims, expenses, demands, suits, damages, costs (including legal costs), loss and injury you or any associated third party (**Costs**) may suffer or sustain, to the fullest extent permitted by law, directly and indirectly in connection with, or related to, the COVID-19 virus, including but not limited to travel, transportation, accommodation, hospitality, third party costs and expenses, endorsements or sponsorships or any other third party arrangement and agree to hold

TA, its employees officers, volunteers, servants and agents harmless in relation to such Costs.

- d) You agree to any conditions, controls, directions, plans, policies, notices, training or requirements issued by TA prior to or during the Event regarding COVID-19 precautionary and biosecurity measures. If you do not follow these requirements, TA may deny, revoke or suspend your attendance at the Event at its discretion at any time.
- e) TA may withdraw your right to attend the Event and access to the Event venue if you:
  - i) test positive for COVID-19;
  - ii) are identified as a close contact of a person who tested positive for COVID-19;
  - iii) are in the process of completing a government-mandated period of self-isolation; or
  - iv) present to the Event venue showing symptoms of COVID-19, including but not limiting to having a temperature above  $>37.5^{\circ}\text{C}$ , chills, cough, sore throat and shortness of breath.

Note that the provisions of clause 4 apply in the case of possible ticket refunds or credits.

10. **Liability.** To the extent permitted by law:

- a) TA maximum liability to you under or in connection with these conditions is limited to the amount actually paid for the ticket(s) you purchased;
- 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; and
- c) TA shall not be liable to you for any consequential, special, incidental or indirect damages or for any economic losses, lost profits, lost business, lost revenue, lost goodwill or anticipated savings.

Nothing within these conditions shall:

- d) limit or exclude TA's liability for any loss, damage, costs or expenses which may not lawfully be excluded; or
- e) restrict, exclude or modify or purport to restrict, exclude or modify any statutory consumer rights under any applicable law including the *Competition and Consumer Act 2010* (Cth).

11. **Privacy.** By purchasing a ticket to the Event: **a) you consent to the collection, storage and use of your personal information** by TA and Ticketmaster and the disclosure of information between TA and Ticketmaster **for the purposes of ticketing, event management, event safety, surveys and marketing**, including the promotion of the Event 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**. You also agree that TA may also use your personal information in accordance with TA's COVID-19 Privacy Collection Notice (<https://www.tennis.com.au/doc/visitors-covid-19-privacy-collection-notice>), Privacy Statement (<http://www.tennis.com.au/privacy-statement>) and Privacy Policy ([www.tennis.com.au/privacy](http://www.tennis.com.au/privacy)). TA's Privacy Policy contains a list of Australian Tennis Organisations and 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 may from time to time disclose your personal information to third party service providers, for example IT service providers, in order to provide services to you. Such third parties may be located overseas (as further detailed in TA's Privacy Policy).

In addition to the above, if you are evicted from the Event you agree that your personal information (including your name, address, date of birth and photograph) may be collected and shared by TA and any relevant police or crime prevention authority for the purpose of implementing a ban on you from the Event, or for other law enforcement purposes. You further agree that, in accordance with applicable privacy legislation, that the police or other crime prevention authority may also provide TA with details of any action or criminal proceeding brought against you as a consequence of your actions at the Event for the purpose of TA considering, if necessary, to implement a ban on you from attending the Event.

12. **Medical assistance and information.** You authorise TA, its medical contractors and any other third party medical service providers at the Event to administer any medical assistance, treatment or transport you seek, or as is reasonably necessary in the circumstances (the costs of which you may be responsible for). In connection with any such assistance, you consent to the disclosure of your personal information and relevant medical details to TA, insurers and other relevant third parties. Personal information collected in these circumstances will not be used by TA for marketing purposes.
13. **Prohibited items.** For the comfort and safety of patrons and players, the following items are NOT permitted in the Event without the express authorisation of TA:
  - a) alcohol (it is an **offence** under Victorian law to possess alcohol at the Event that has not been purchased at the Event);
  - b) large bags, including suitcases. Any item or bag that is too large to fit under a seat must not be brought into the Event and a limit of one bag per person applies. Large bags and suitcase will not be accepted for cloaking;
  - c) tennis racquets, beach balls or other inflatable devices, frisbees, helium balloons;
  - d) camera tripods, monopods, telephoto camera lenses with a focal length capacity greater than 200mm; video cameras or handy-cams; audio recorders; any other devices used for recording or transmitting scoring data or other statistical information for commercial purposes (including sports betting);
  - e) eskies, hampers and large containers in excess of 1.5 litres;
  - f) glass (including bottles), cans, ceramic and breakable containers;
  - g) flags, banners, signs larger than 1m by 1m in size or with handles longer than 50cm;
  - h) animals other than animals recognised as assistance animals under the *Disability Discrimination Act 1992* (Cth) (TA, acting reasonably, may request evidence that an animal is an assistance animal and/or is trained to meet standards of hygiene and behaviour that are appropriate for an animal in a public place);
  - i) chairs and stools;
  - j) musical instruments, whistles, loud hailer, amplification equipment;
  - k) drones, flares, fireworks, firecrackers, smoke bombs and laser pointers,
  - l) bicycles, scooters, skateboards, rollerblades, rollerskates;
  - m) unauthorised promotional, commercial, political, religious or offensive items of whatever nature including clothing, banners, signs, symbols, leaflets, stickers or flyers; and
  - n) any other dangerous item or good, substance, weapon, including knives or any "prohibited item" under the *Major Events Act 2009* (Vic).

The following items are permitted, however such items are subject to security check on arrival at the Event and must be presented for security approval. TA maintains the right to prohibit any of the below items as deemed necessary for the safety and comfort of others:

- a) small bags, including handbags;
- b) non-alcoholic beverages or drink bottles in plastic;
- c) food, in permissible packaging, including baby food;
- d) plastic or paper cutlery only;
- e) deodorant and perfume;
- f) medicine;
- g) selfie sticks; and
- h) umbrellas.

14. **Prohibited conduct.** For the comfort and safety of patrons, the following conduct is NOT permitted at the Event without the express authorisation of TA:

- a) conduct towards any other patron in a manner which offends, insults, humiliates, intimidates, threatens, disparages or vilifies that other person;
- b) disruption or interruption to any event or activity at the Event;
- c) damaging or defacing of any part of the Event venue or any other person's property;
- d) unreasonable disruption or interference or obstruction to patrons or TA or M&OP or other persons engaged in the operation of the Event;
- e) conducting public surveys or opinion polls, handing out promotional items, soliciting donations or subscriptions, other commercial or political disruption;
- f) obstructing the view of a seated patron (including by opening umbrellas within spectator areas while a match is in progress);
- g) transferring a ticket that has already been used for entry to the Event;
- h) ball games of any kind;
- i) removal of footwear, shirts or public nudity / indecency;
- j) concealing identity with a scarf, balaclava, mask or other item unless for a religious, medical or other justifiable reason;
- k) smoking in non-smoking areas (inside, within spectator areas and otherwise where signed); and
- l) conduct which amounts to an offence under *Major Events Act 2009* (Vic).

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

16. **Use of Technology.** To support the integrity of the Event and the broadcast partners who provide significant funding to the Event:



- a) Photography: 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.
  - b) Video Footage: Taking and/or publishing video footage via any means is forbidden (including sharing to social media). For the avoidance of doubt, mobile telephones are permitted within the Event, provided they are used for personal and private use only and are not used to record any part of the Event.
  - c) Distribution: Production, transmission or distribution of broadcasts or narrowcasts of any images, footage, sounds or data from the Event by any means in any format or media is strictly forbidden.
17. **Assignment of recordings.** If you make any kind of sound recording, visual footage or audio-visual footage at or in relation to the Event (**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.
18. **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 clauses in these conditions.
19. **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).

If you have any queries, contact **TA Customer Service** by email at [customersupport@tennis.com.au](mailto:customersupport@tennis.com.au) or call 1800 752 983.