

Premium Experience Conditions - Australian Open 2024

Thank you for purchasing or expressing interest in purchasing Premium Experience Products for the Australian Open 2024 (**AO**). Below are the conditions for Premium Experience Products so you can buy with confidence.

PREMIUM EXPERIENCE PRODUCTS

Premium Experience Products are products designed to enrich your AO experience by providing additional experiences such as dining or access to private spaces or behind the scenes to accompany your AO ticketing or entry to the AO.

All ticketing and entry to the AO is subject to the *Ticket Conditions of Sale and Entry* (which are posted at all AO entry points and <https://www.tennis.com.au/doc/ao24-ticket-conditions-of-sale-and-entry> and available from Tennis Australia (**TA**) upon request).

These additional conditions apply if any Premium Experience Products are purchased or accessed as part of your AO experience. Please note that Ticketmaster's standard Terms and Conditions, the AO Accreditation Conditions and any other conditions, policies, notices or documents that we make available before or at the AO (including TA's requirements regarding biosecurity measures, privacy notices and government) may also govern your entry to the AO.

As a client, you may purchase a Premium Experience Product for your own use. You may also invite guests to enjoy the Premium Experience Products with you in accordance with these conditions.

Clients and guests must hold a valid AO premium experience pass in order to gain admission to an AO premium experience facility at the specified time.

REFUNDS PROVIDED FOR EVENT CANCELLATION AND POSTPONEMENT

1. Unless clause 3 applies, where the AO or your Premium Experience Product is cancelled, you will be entitled to a refund (equal to the amount you paid us for the relevant Premium Experience Products).
2. Where your Premium Experience Product is rescheduled to a later date, you will have the option of a refund or a credit to the value of the amount you paid us for the relevant Premium Experience Products.
3. However, please note refunds, credits or replacements will **not** be issued in some circumstances, such as where:
 - (a) the Premium Experience Products are complimentary;
 - (b) the AO or your Premium Experience Product is cancelled because of circumstances beyond the reasonable control of TA, including but not limited to government intervention or restrictions, or natural events, preventing the AO from going ahead;
 - (c) you or your guests are unable to enter a general admission facility, attraction, activity or area because it has reached capacity;
 - (d) operational requirements prevent you or our guests from being able to access a particular part of Melbourne Park; or
 - (e) you or your guests decide not to attend the AO or any part of the AO (e.g. a particular session, or the event covered by your Premium Experience Product), because you or your guests have changed your/their mind or are unable to attend due to other personal reasons.

CATERING

4. As our client, you will be responsible for satisfying the special dietary requirements or allergies of your guests. Dietary requirements must be advised to TA and its nominated catering agent (**Catering Agent**) in writing by the date specified by TA. While TA and the Catering Agent will use their best endeavours to accommodate requests, completely allergy-free meals cannot be guaranteed, due to the potential of

trace allergens in the working environment and supplied ingredients. Special dietary options are limited to: allergy requirements, vegetarian, vegan, and religious requirements (e.g. no pork). Please note that kosher meals are priced separately.

5. TA and the Catering Agent practice responsible service of alcohol (**RSA**). If it becomes apparent to TA or the Catering Agent's staff that the behaviour of a guest raises RSA issues, the following protocol may be followed:
 - (a) staff will slow down or stop the service of alcohol to the guest after informing the host;
 - (b) staff will suggest to the guest that they move on to soft drinks or water;
 - (c) staff will record the suggestion and notify a supervisor;
 - (d) the supervisor will continue to monitor and record the guest's behaviour and keep updating the host;
 - (e) staff will stop service of alcohol to the guest – unless already stopped under paragraph 5(a) – and the host will be encouraged to speak with the intoxicated guest about controlling their behaviour; and
 - (f) if the supervisor makes an assessment that the guest is to be removed, security will intervene and remove the guest in accordance with the protocols for the management and removal of intoxicated persons.
6. Alcohol service at the AO will **cease** at the **earlier** of:
 - (a) one hour after the end of play (or trophy presentation); and
 - (b) midnight.
7. No outside food, drink or catering equipment may be brought into any AO premium experience facility.
8. TA and the Catering Agent may, acting reasonably, adjust the location of AO premium experience facilities (including table locations and sizes) inside the AO from time to time. Guests may be required to share tables where you have not purchased a full table.
9. TA and the Catering Agent may adjust meal service times to take into account on-court scheduling or scheduling of non-tennis related entertainment.
10. As the client, you will occupy and uses AO premium experience facilities at your own risk. To the extent permitted by law, you release the Catering Agent and TA from all actions, claims, demands, losses, damages, costs and expenses resulting from any accident, damage, loss, death or injury occurring in an AO premium experience facility.
11. As the client, you are responsible for the costs of all breakages or damage to TA and the Catering Agent property caused by you or your guests.
12. TA, acting reasonably, may communicate additional requirements that are specific to your booking and the purchased Premium Experience Product. You and your guests must comply with any such directions given by TA from time to time.

PAYMENT

13. Payment must be made:
 - (a) within 14 days for all bookings made prior to 1 December 2023; and
 - (b) at the time of booking for all bookings made on or after 1 December 2023.
14. The booking (including final guest numbers) is not confirmed until payment has been received by TA in accordance with the invoice issued by TA to you. TA may cancel your booking at any time prior to receipt of payment.

15. All payments are non-refundable, except as set out in the event cancellation and postponement section of these terms and conditions (see clauses 1 and 2 above).
16. Any increase in the number of guests, additional catering or variation in the Premium Experience Product is not confirmed until invoiced and paid for in full by you. During the AO, such items or changes must be paid for on the day of ordering (unless otherwise approved by TA on a case-by-case basis).

SESSION TIMES, OVERRUNS AND DELAYS

17. AO premium experience passes are valid for a specific session of the AO and session details will be provided in the information accompanying the AO premium experience passes.
18. For holders of AO premium experience passes and tickets for evening sessions of the AO, entry to Melbourne Park is not available until 4:00 PM.
19. Certain Premium Experience Products (e.g. Rod Laver Arena Superboxes, John Cain Arena suites, on-court seating etc.) will close at the end of play (or trophy presentation) for the relevant session.
20. Should the day session for a relevant Premium Experience Product overrun, night session clients will be delayed following the end of the day session to allow the premium experience space to be cleaned and restocked ready for the night session.
21. For day sessions at John Cain Arena suites, beverage packages will cease at 6:00 PM (unless otherwise advertised). Where play continues after 6:00 PM, you may elect to continue beverage service on an 'on consumption' basis, provided that you may also be required to pay for additional labour charges and food orders to comply with RSA requirements, as quoted to you. Additional beverage service remains subject to the RSA requirements set out above.

SAFETY

22. TA may impose additional conditions for particular products from time to time for safety reasons. Any personal information collected by TA for safety reasons will be used for event safety only and **not** for any direct marketing purposes. The tennis privacy policy located at www.tennis.com.au/privacy contains further information about TA's use of personal information.
23. In particular, for certain products including 'Fan Walk On', 'Behind The Scenes Tour' and 'On Court Seats', you agree:
 - (a) to provide accurate personal information as required by TA, including you and your guests' name, address, date of birth and approved form of photo identification;
 - (b) the information is to be provided at least 72 hours prior to the applicable session;
 - (c) TA may use this information for the purpose of submitting national police checks; and
 - (d) tickets are non-transferable.

CHANGES TO PREMIUM EXPERIENCE FACILITIES

24. Please note that due to State, Territory or Commonwealth government restraints, regulations, directives, laws or other situations outside of TA's reasonable control, TA may be required to reduce the capacity limits of a premium experience facility (for example, a Superbox or Private Space) or make changes to the premium experience facilities. In such a case, TA will work with you in good faith to arrange an alternative Premium Experience or otherwise make adjustments to your booking to reflect the change.

PRIVATE SPACE FIT-OUT

25. All Private Spaces come fully fitted and designed by TA. In respect of the fit-out, please note the following:

- (a) in all Private Spaces, the available customisation will be limited to soft furnishings such as banners, napkins etc. and must be brought with you on the day of your premium experience and removed at the conclusion of your specific session;
 - (b) the proposed fit-out for each Private Space must be approved in advance by TA (acting in its complete discretion);
 - (c) items of fit-out (including approved signage) must not be visible from outside the Private Space; and
 - (d) all materials brought into the AO by you will be at your cost and risk (and subject to the [Ticket Conditions of Sale and Entry](#)). You will be liable for, and indemnify TA against, any and all claims, losses, damages, costs or expenses arising from or connected with the transport, installation, erection, display, use, dismantling or removal of any materials brought into the AO by you.
26. No food or drinks or additional catering equipment such as espresso machines, juicers etc. may be brought into any Private Space without TA's prior written consent (to be provided or withheld acting in its complete discretion).

RESPONSIBILITY FOR GUESTS

27. Whilst at the AO, you must take care to protect your safety and the safety of others. TA and 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 such loss or damage was due to either TA or M&OP's breach of a non-excludable guarantee under the ACL (such as failure to provide services with due care or skill). You are responsible for the conduct of your guests at the AO, including ensuring that your guests:
- (a) comply with the [Ticket Conditions of Sale and Entry](#);
 - (b) where given physical AO passes, ensure such passes are worn and kept visible (facing out);
 - (c) observe the dress code for premium experience facilities at the AO (e.g. collared shirt and tailored pants/shorts for men, no rubber thongs, no singlets); and
 - (d) observe tennis etiquette (e.g. only leaving seats at change of ends, remaining quiet during points, silent mobile phones, etc.).

LIABILITY

28. Nothing within these conditions shall 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).

KEY TICKETING CONDITIONS

29. AO premium experience ticketing provides your guests with a conditional licence from TA for admission to a specific session and location within the AO (designated on the face of that ticket). This licence is subject always to the *Ticket Conditions of Sale and Entry* (posted at all venue entry points and <https://www.tennis.com.au/doc/ao24-ticket-conditions-of-sale-and-entry>). The following conditions are highlighted.

NO ON-SELLING

30. The licence granted to you and your guests for admission to the AO may be terminated by TA if you, your guests do or any subsequent bearer of the ticket has done any of the following without the prior written consent of TA:
- (a) resell the ticket, whether through an unauthorised broker or agent or any other means;

- (b) advertise or offer the ticket for resale on the internet or in any other medium in breach of the *Major Events Act 2009* (VIC);
- (c) 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 30, TA may terminate any other licences granted to you or your guests via the purchase by you or your guests of any other Premium Experience Products and/or tickets to the AO (including both premium experience passes and non-premium experience tickets).

Please note, you may allocate your purchased Premium Experience Products among your guests (but you or your guests must not *sell* those products to your or other guests without prior written consent from TA).

CANCELLATION AND CONFISCATION OF PREMIUM EXPERIENCE PASSES AND TICKETS

- 31. If you or your guests breach these conditions (or where TA has been so directed by a law enforcement agency), TA may terminate the licence to enter the AO and deny you and/or your guests of the access to the AO or any area within the AO, cancel or confiscate the premium experience passes or tickets, or take other action TA reasonably considers appropriate including but not limited to cancelling or confiscating any other premium experience passes or tickets to the AO held in your name or your guests' names, without refund.

LOST PREMIUM EXPERIENCE PASSES AND TICKETS

- 32. You and your guests must keep AO premium experience passes and tickets in safe and in good condition. TA is not obliged to replace any premium experience passes or tickets under any circumstances, including loss or theft – however TA may, in its sole discretion, replace a premium experience pass or ticket which has been lost or stolen (and may charge a reasonable replacement fee per replaced premium experience pass or ticket).

INTERPRETATION

- 33. These conditions do not exclude, restrict or modify the application of any provision of the ACL where such provisions apply, 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.

CHANGES

- 34. TA may alter these conditions if such changes are reasonably necessary to address safety issues, legal requirements or operational changes to the AO by giving you notice (by email or by posting it on the official AO website). TA will maintain an up-to-date copy accessible [here](#). The purpose of this right is to protect TA's legitimate interests in running a safe and successful event in responding to changing situations. If a change materially and adversely impacts you, you may request a refund.

For any queries in relation to these conditions please contact TA's AO Premium Experience department by email at premiumexperiences@tennis.com.au.