

PREMIUM TICKETING CONDITIONS

ATP Cup 2022 (Group stages and Finals) – Premium Ticketing Conditions Ken Rosewall Arena and Qudos Bank Arena

All ticketing and entry to the 2022 ATP Cup (Sydney) on 1 – 9 January 2022, including finals (**Event**), is subject to the *Ticket Conditions of Sale and Entry* (which is posted at all venue entry points, and at <https://www.tennis.com.au/doc/atp-ticket-conditions-of-sale-and-entry>, and available from Tennis Australia (**TA**) upon request). However, Hospitality Packages for the Event are also subject to the following conditions.

In respect of tickets sold to the:

- a. ATP Cup Group Stage and Finals at Ken Rosewall Arena, 'Venue' means Ken Rosewall Arena, Sydney, 'Venue Controller' means Sydney Olympic Park Authority and 'Ticketing Agent' means Ticketmaster; and
 - b. ATP Cup Group Stage and Finals at Qudos Bank Arena, 'Venue' means Qudos Bank Arena, Sydney, 'Venue Controller' means ASM Global and 'Ticketing Agent' means Ticketek.
1. Sales of Premium Ticketing packages are subject to availability. The submission of an order form (manual or online) does not guarantee availability of a specific seat location. TA reserves the right in its absolute discretion to determine the final allocation of seats.
 2. Premium Ticketing packages may be purchased by credit card, direct deposit and cheque, until 12 December 2021 (after that date all payments must be made by credit card). Cheques will not be accepted after this time. Direct deposit and cheque payments must be made within 14 days of submitting a booking, but in any event **no tickets will be issued until full payment is received by TA**.
 3. The Client (**you, the Client**) and its invitees will be granted exclusive access and use of the allocated seating for the duration of the allocated session of the Event, however TA, the Venue Controller, catering, security and cleaning personnel remain entitled to access the seating area as is reasonably necessary.
 4. TA encourages smart casual attire for all Premium Ticketing patrons: e.g. collared shirt and tailored pants or shorts for men. No rubber thongs or singlets.
 5. No unauthorised advertising or promotion by Premium Ticketing guests is allowed at the Event.
 6. Invitees must wear any passes or wristbands issued by TA correctly at all times (with package, company name, session etc. facing out).
 7. Premium Ticketing facilities may be equipped with fixtures and furnishings from time to time. No additions, changes, alterations or other improvements shall be made to any facility (including a corporate suite or box), fixtures or furnishings without the prior written consent of TA.
 8. TA, acting reasonably, may communicate additional requirements that are specific to the Client's booking and the purchased Premium Ticketing product. The Client and its guests must comply with any such reasonable directions given by TA from time to time.

Refunds Provided for Event Cancellation, Postponement & Travel Restrictions

9. Unless clause 12(b) applies, where the consumer guarantees under the Australian Consumer Law (ACL) apply and the ATP Cup or your Premium Ticketing package is cancelled, you will be entitled to a refund (equal to the amount you paid us for the relevant Premium Ticketing package).
10. Where the consumer guarantees under the ACL apply and the ATP Cup or your Premium Ticketing package is rescheduled to a later time, you will have the option of a refund or a credit to the value of the amount you paid us for the relevant Premium Ticketing package.
11. You'll also be able to obtain a full refund or a credit (at your choice) of the total price you paid us for the relevant Premium Ticketing package if:
 - a. the ATP Cup or your Premium Ticketing package is cancelled as a result of COVID-19 requirements or restrictions (in which case, we'll refund you for the total amount you paid us for the relevant Premium Ticketing package);
 - b. your specific session of the ATP Cup or your Premium Ticketing package is cancelled as a result of COVID-19 requirements or restrictions (even if other sessions or aspects of the event still go ahead);
 - c. we are no longer able to accommodate you at the Venue (this does not include where you fail to meet our

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vaccination requirements);

- d. you are prevented from travelling to Sydney due to State, Territory or Commonwealth government travel restrictions and you advise us that you are unable to travel at least seven (7) days before the date of your planned attendance at the ATP Cup. If some of your guests are unable to attend the ATP Cup due to such government travel restrictions, you will be permitted to reallocate your guests' premium experience passes to other guests that you subsequently invite;
 - e. you have COVID-19 symptoms and/or you are required to isolate (or if any of your close contacts have 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 ATP Cup (or as soon as you can if there are valid reasons why 24 hours' notice is not possible); and
 - f. in other circumstances, where we feel it is appropriate.
12. However, please note refunds, credits or replacements will not be issued in some circumstances, such as where:
- a. the Premium Ticketing package are complimentary;
 - b. the ATP Cup or your Premium Ticketing package is cancelled because of circumstances beyond the reasonable control of TA (excluding COVID-19 reasons as set out above in clause 11), 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;
 - c. except where referred to in clause 11c, you or your guests are unable to enter a general admission facility, attraction, activity or area because it has reached capacity;
 - d. except where referred to in clause 11c, social distancing restrictions or operational requirements prevent you or our guests from being able to access a particular part of the Venue; or
 - e. you or your guests decide not to attend the ATP Cup or any part of the ATP Cup (e.g. a particular session, or the event covered by your Premium Ticketing package), because you or your guests have changed your/their mind or are unable to attend due to other personal reasons (excluding the COVID-19 reasons set out above in clause 11).

Food & Beverage

13. In relation to the food supplied with your package, the Client is responsible for satisfying the special dietary requirements or allergies of its invitees' guests. Dietary requirements must be advised to TA or its nominated catering agent (**Catering Agent**) for the Event in writing no later than 14 days prior to the Event. TA and its Catering Agent for the Event will use their best endeavours to accommodate requests, but 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 (i.e. no pork).
14. TA, the Venue Controller and (where relevant) the Catering Agent for the Event practice responsible service of alcohol (**RSA**). Where it becomes apparent that TA, the Venue Controller or the Catering Agent's staff that the behaviour of a guest raises RSA issues, the following protocol will 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 clause 10(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.
15. Alcohol service in Corporate Hospitality Areas at the Event will cease as per timings detailed in the package inclusions.
16. In relation to any in-seat drinks packages offered for the Event, an esky containing a limited number of beverages will be delivered to the allocated seating. Further beverages may be purchased during the session, by credit card. No refunds or credits are given on beverages that are delivered but not consumed during the session. Alcoholic beverages may not be taken outside the Event.

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17. For any 'in-seat dining' food packages offered for the Event, the Catering Agent for the Event will deliver selected food items to guests in their seats. Additional food may be purchased during the session. No refunds or credits are provided for any food items that are not consumed during the session.
18. For any 'in-seat dining' food packages offered for the Event, TA and the Catering Agent may adjust meal service times to take into account on-court scheduling or scheduling of non-tennis related entertainment.

Conduct & Responsibility for Guests

19. Please be aware that TA or security personnel may remove any person from the Venue or Premium Hospitality spaces who is in breach of these Conditions or the general *Ticket Conditions of Sale and Entry*.
20. The Client is responsible for the conduct of all its guests at the Event, including but not limited to ensuring that its guests:
 - a. comply with *Ticket Conditions of Sale and Entry* for the Event;
 - b. observe the dress code for Premium Ticketing facilities at the Event;
 - c. where guests have been given passes, ensure that they are worn and kept visible (facing out); and
 - d. observe tennis etiquette (only leave seats at change of ends, quiet during points, silent mobilephones, etc).
21. The Client is responsible for the costs of all breakages or damage to TA, the Venue Controller and/or the Catering Agent's property caused by the Client or its guests.
22. Children aged under 18 years must be accompanied by an adult in areas reserved for Corporate Hospitality Packages. TA reserves the right to exclude children under the age of 18 years from licensed areas.

Conduct & Responsibility – COVID-19

23. You acknowledge that by attending the ATP Cup, you and your guests 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.
24. While TA will implement reasonable measures to attempt to minimise the risk of the COVID-19 virus, you and your guests acknowledge that such measures may be unsuccessful and such measures do not guarantee that you and your guests 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 and your guests' exposure to contracting, or transmitting COVID-19 while attending the ATP Cup.
25. With full knowledge of the risks associated with the COVID-19 virus, you and your guests:
 - a. voluntarily agree to attend the ATP Cup;
 - b. assume all responsibilities and risks related to the COVID-19 virus while attending the ATP Cup; and
 - c. to the fullest extent permitted by law, acknowledge the risks associated with attending the ATP Cup, 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.
26. You and your guests agree to any conditions, controls, directions, plans, policies, notices, training or requirements issued by TA prior to or during the ATP Cup regarding COVID-19 precautionary, biosecurity and vaccination measures, as notified by TA from time to time. If you or your guests do not follow these requirements, TA may deny, revoke or suspend your and your guests' attendance at the ATP Cup at its discretion at any time.
27. TA may withdraw you or your guests' right to attend the ATP Cup and access to the Venue if you or your guests (as applicable):
 - a. test positive for COVID-19;
 - b. are identified as a close contact of a person who tested positive for COVID-19;

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- c. are in the process of completing a government-mandated period of self-isolation;
 - d. present to the Venue showing symptoms of COVID-19, including but not limiting to having a temperature above >37.5°C, chills, cough, sore throat and shortness of breath; or
 - e. fail to comply with TA's vaccination requirements, as notified by TA from time to time.
28. Note that the provisions of clause 11 apply in the case of possible ticket refunds or credits.
- Conduct & Responsibility – vaccination status*
29. You and your guests' entry to the ATP Cup is subject to you showing acceptable evidence that you and your guests are fully vaccinated against COVID-19 by a Covid Vaccine or that you and your guests have a valid medical exception (see clauses 30-32 below for details). A "Covid Vaccine" means a vaccine that has been registered, approved or is recognised as a vaccine by the Australian Therapeutic Goods Administration as published on its website.
30. If you or your guests received your vaccination(s) in Australia, acceptable evidence includes:
- a. a COVID-19 digital certificate displayed through the Service NSW app or smartphone wallet; or
 - b. a digital immunisation history statement from the Australian Immunisation Register.
31. If you or your guests received your vaccination(s) outside of Australia, acceptable evidence includes:
- a. a printed or digital copy of an email or other document from the Department of Home Affairs of the Commonwealth that confirms you have completed an Australian Traveller Declaration; or
 - b. other evidence recognised by the State Government.
32. If you or your guests have a valid medical exception which exempts you or your guests from receiving a Covid Vaccine, acceptable evidence includes:
- a. a valid Australian Immunisation Register immunisation medical exemption form (displayed in either of the forms set out in clauses 30.a and 30.b above);
 - b. a valid NSW Health medical contraindication form; or
 - c. a valid NSW Health medical clearance notice (for persons with a prior diagnosis of COVID-19).
33. You and your guests must carry valid government issued photo identification at all times while attending the ATP Cup and you and your guests may be required to present such identification.
34. The obligations in these clauses 29-33 do not apply to children under 16 years of age provided their parent or guardian can show proof of the child's age if requested.

Cancellation & Confiscation

35. If the Client or its guests breach these conditions, or TA reasonably suspects a breach has occurred (or where TA has been so directed by a law enforcement agency), TA may terminate the licence to enter the Event and deny the Client and/or its guests 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 the Client or the guests' names, without refund.
36. The licence granted to the Client for admission to the Event may be terminated by TA (without refund) in circumstances where: (i) the Client has or TA reasonably suspects the Client has, or (ii) any subsequent bearer of the ticket has 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. resold the Premium Ticketing product at a premium;
 - b. resold the Premium Ticketing product through an unauthorised broker or agent;
 - c. advertised or offered the Premium Ticketing product for resale on the internet or in any other medium;
 - d. packaged, advertised or used the Premium Ticketing product for advertising, promotion or other commercial purposes (including competitions or trade promotions); and
37. In addition to the above, for any breach of clause 20, TA may terminate any other licences granted to the Client via the purchase by the Client of any other tickets to the Event (including both premium and non- premium tickets).
38. For the avoidance of doubt, the Client may allocate its purchased Premium ticketing among its guests (but must not sell that ticketing to its guests without prior written consent from TA).



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These conditions may be varied from time to time by TA for operational, security or safety reasons. TA will maintain an up-to-date copy accessible at <https://www.tennis.com.au/doc/atp-cup-premium-ticketing-conditions>.

For any queries in relation to these Conditions please contact TA by email at atpcuphospitality@tennis.com.au.