

## **Davis Cup by BNP Paribas Corporate Hospitality Conditions 4-6 March 2016**

Corporate Hospitality for the Davis Cup by BNP Paribas World Group First Round Australia vs USA 4-6 March 2016 (**Event**) is issued by Tennis Australia (**TA**) subject to the following conditions:

### **Definitions and interpretation**

1. The following definitions apply in these Corporate Hospitality conditions (**Conditions**) unless the context requires otherwise:  
  
**Client** means a purchaser of Corporate Hospitality from TA such as the party listed as such on a signed Corporate Hospitality reservation or renewal form.  
  
**Corporate Hospitality** means TA's premium seating and corporate hospitality products, being 'Corporate Box' packages.  
  
**Guest** means any person entering the Event under the Corporate Hospitality purchased on behalf of Client.
2. Any reference in these Conditions to the singular includes the plural, to any gender includes all genders, to persons includes all bodies and associations both incorporated and unincorporated, to any legislation or regulations includes all amending and succeeding legislation and regulation, to conduct includes an omission, statement or undertaking whether or not in writing, to AUD, dollars or \$ is to Australian currency and headings are for reference purposes only.

### **Applicable rules**

3. In addition to these Conditions, Client and any Guest's entry to and presence at the Event is subject to:
  - (a) the Davis Cup by BNP Paribas 4-6 March 2016 Ticket Terms and Conditions of Sale and Entry (**Ticket Terms and Conditions**) published at <http://www.tennis.com.au/news-and-events/pro-tournaments/davis-cup/australia-vs-united-states> and exhibited at the Event or provided by TA on request; and
  - (b) reasonable directions issued from time to time by TA, the Kooyong Lawn Tennis Club and their representatives.
4. If Client or any Guest is in breach of the rules set out in Condition 3, the Client or Guest may be refused entry to the Event, directed to leave the Event or required by TA to forfeit the allocated Corporate Hospitality.

### **Availability**

5. Corporate Hospitality is always subject to availability. The submission of a Corporate Hospitality reservation or renewal form does not guarantee specific seating locations or hospitality service allocations. TA maintains discretion to determine final locations and allocations.

### **No on-selling**

6. Corporate Hospitality tickets provide Client with a conditional licence for admission to the Event and to

specific sessions and locations within the Event (designated on the face of that ticket).

7. The Corporate Hospitality and the licence granted to Client for admission to the Event may be terminated by TA (without refund) in circumstances where Client (without prior written consent from TA):
  - (a) resells all or part of its Corporate Hospitality for an amount that is higher than face value;
  - (b) resells all or part of its Corporate Hospitality through a broker or agent;
  - (c) advertises or offers its Corporate Hospitality for resale by any medium; or
  - (d) packages the Corporate Hospitality for any promotional or commercial purposes (including competitions or trade promotions) or to enhance demand for other goods or services marketed by Client.

### **No refund**

8. Other than in accordance with the Australian Consumer Law, Corporate Hospitality purchases are not-refundable. The match schedule for the Event is always subject to change and is continuously adjusted during the Event, so Client is not entitled to any refund if a scheduled match does not occur on a scheduled day or at a scheduled time.

### **Lost tickets**

9. Clients and Guests must keep tickets in safe and in good condition. TA is not obliged to replace any ticket under any circumstances, including loss or theft – however TA may, in its sole and absolute discretion, replace a ticket which has been lost or stolen (and may charge a fee per replaced ticket). A request to replace lost tickets should be in writing, specify the number of lost tickets, session details, row and seat numbers.

### **Limited transfer of Corporate Hospitality**

10. Client may only transfer other Corporate Hospitality products with the written consent of TA (which may be withheld in TA's absolute discretion) and **provided that**:
  - (a) there is no breach of Condition 7 above (i.e no premium, advertising or promotional packages)
  - (b) the Corporate Hospitality package is transferred in its entirety and not broken up and transferred on a session by session basis; and
  - (c) the transferee has provided written acceptance of these Conditions.
11. Even where Client has transferred its Corporate Hospitality in accordance with Condition 10:
  - (a) Client remains responsible for the transferee will indemnify, defend and hold harmless TA in

- relation to the use of the transferee's attendance at the Event; and
- (b) TA is under no obligation to reprint any signage or tickets in the transferee's name.
12. For the avoidance of doubt, Client may allocate its Corporate Hospitality among its Guests.

#### Payment

13. Prices quoted for Corporate Hospitality are inclusive of GST unless otherwise expressly specified. Prices will be adjusted if there is change in law which results in an increase or decrease to the rate of GST.
14. Payments must be made in AUD\$. The following payment methods are accepted by TA:
- (a) Credit card:
- (i) Client's credit card will be processed upon receipt of the completed Corporate Hospitality reservation or renewal form.
- (ii) Client accepts liability for an additional credit card processing fee of 3% of the price of the Corporate Hospitality.
- (b) Cheque:
- (i) Cheques must be received by 19 February 2016. Payments after 19 February 2016 must be made by credit card. Cheques will not be accepted after this date.
- (ii) Make payable to Tennis Australia Ltd and send with a copy of the order form to Tennis Australia – Davis Cup, Tennis Australia, Private Bag 6060, Richmond, VIC, 3121.
- (iii) Funds must be received by TA within 7 days of receipt of the reservation or renewal form, or Client's Corporate Hospitality reservation may be cancelled by TA.
15. The Corporate Hospitality reservation or renewal form becomes a tax invoice for GST purposes when payment is confirmed by TA. TA may generate a separate tax invoice if a reservation or renewal form has not been completed by Client.
16. TA will not issue tickets for Corporate Hospitality until full payment has been received.

#### Delivery

17. In relation to Corporate Hospitality purchased prior to 19 February 2016, Client can elect to:
- (a) if the Client is located in the Melbourne metropolitan area, have the tickets delivered by registered post (at TA's cost) to a Melbourne metropolitan address nominated by Client; or

- (b) where the Client is not located in the Melbourne metropolitan area, the Client or Guests must collect the tickets from the Ticket Collection Booth at Kooyong Lawn Tennis Club at the Event (with photo ID).

18. In all cases, where Corporate Hospitality is purchased after 19 February 2016 tickets will not be posted, and must be collected from the Ticket Collection Booth at Kooyong Lawn Tennis Club at the Event (with photo ID).

#### Conduct

19. Client is responsible for the conduct of all Guests at the Event, including ensuring that Guests:
- (a) comply with the Ticket Terms and Conditions for the Event; and
- (b) observe tennis etiquette: (only leave seats at change of ends, quiet during points, silent mobile phones).
20. TA and Kooyong Lawn Tennis Club staff may, at their discretion, remove or relocate anyone displaying unacceptable behavior during the Event.

#### Prohibition on advertising and promotion

21. Client must not:
- (a) use any intellectual property owned by TA;
- (b) conduct any advertising or promotion whatsoever in relation to the Corporate Hospitality or the Event, including, without limitation:
- (i) display of any corporate signage or corporate identification within or outside the Event; and
- (ii) distribution of any promotional items to Guests or other patrons at the Event; or
- (c) use the name of TA or of any event promoted by TA in any way that connects it with Client such that it implies or gives the impression that Client or Client's activities are endorsed by TA or that Client is a sponsor or in some other way connected to TA or such event,
- without prior written consent of TA.

#### Children

22. Children aged under 18 years must be accompanied by an adult in areas reserved for Corporate Hospitality. TA reserves the right to exclude children under the age of 18 years from licensed areas.
23. Any child aged three years and older must carry his/her own ticket to the Event.

#### Food and beverage

24. Client acknowledges and accepts that TA (and Kooyong Lawn Tennis Club):

- (a) has the sole rights in respect of the provision of all catering, food and beverage services at the Event; and
  - (b) may from time to time appoint an agent to provide catering, food and beverage services on its behalf.
25. Client is responsible for satisfying the special dietary requirements or allergies of its Guests. Dietary requirements must be advised to TA in writing by no later than 72 hours prior to the Event. While TA and its caterers 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.
26. TA and its caterers practice responsible service of alcohol (**RSA**). Where it becomes apparent to TA or its caterers that the behavior of Guest raises RSA issues, a protocol will be followed and may stop service and seek removal of a Guest in accordance with the protocols for the management and removal of intoxicated persons if necessary.
27. Client acknowledges that TA may adjust food service times to take into account on-court scheduling. Client acknowledges that only the beverages (including alcoholic beverages) provided to Client at the Corporate Box at the beginning of each day of the Event are included in the Corporate Hospitality product and only the food service as provided during each day of the Event are included in the Corporate Hospitality product. Client must pay for any additional food or beverage services not included in the Corporate Hospitality product provided ordered by its Guests.
28. Client agrees that it will not permit its Guests to:
- (a) bring outside food or beverage into a Corporate Box; or
  - (b) consume food or beverage that was served inside a private facility outside the facility.

#### Prohibition on fit-out

29. Corporate Hospitality 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 box), fixtures or furnishings without the prior written consent of TA.

#### Liability

30. Client agrees to release and indemnify, defend and hold harmless TA, its officers, directors, employees, representatives and agents from and against any and all losses, liabilities, expenses, claims, demands, suits and damages whatsoever and howsoever arising (including legal fees) resulting from or in connection with the acts of omissions of Client and Client's Guests or Client's breach of any of these Conditions.
31. To the maximum extent permitted by law, Client agrees that TA and its officers, directors, employees,

representatives and agents are released and discharged of and from any and all claims, demands, suits, damages, losses, liabilities and injuries that Client (and/or its employees, officers, invitees and guests) may suffer or sustain at or in connection with the Event, by negligence or otherwise. To the extent that TA cannot exclude liability then, to the maximum extent permitted by law, TA's liability is limited (at its election) to TA repaying amounts paid by Client or supplying or resupplying any tickets which have been reserved for Client in accordance with these Conditions.

#### Privacy

32. By purchasing a Corporate Hospitality product, Client consents to the collection and use of its (and its Guests') personal information by Ticketek and TA and the disclosure of that information by Ticketek to TA for the purposes of ticketing and event management 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. TA will otherwise collect, store, use and disclose personal information in accordance with its privacy policy displayed at <http://www.tennis.com.au/privacy>, which also contains information about accessing and correcting personal information and complaints about privacy breaches.
33. You may contact TA at any time to request access to the information held about you or to 'opt out' of direct marketing.

#### General

34. 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 at <http://www.tennis.com.au/news-and-events/pro-tournaments/davis-cup/australia-v-united-states>.
35. Disputes relating to these Conditions must be resolved in accordance with the laws of State of Victoria, Australia and the parties submit to the jurisdiction of the courts of that State.

For any queries in relation to these Conditions please contact TA's Davis Cup Corporate Hospitality department by email at [daviscup@tennis.com.au](mailto:daviscup@tennis.com.au)