

## **Ticket Terms and Conditions**

The Ticket Holder hereby agrees to comply with the terms and conditions herein and required by Tennis Australia Limited (**TA**) for the Australia vs USA Davis Cup by BNP Paribas World Group Tie to be held at the Kooyong Lawn Tennis Club, Melbourne, Victoria (**Venue**) on 4-6 March 2016 (**Event**). These conditions operate in conjunction with the Venue's Conditions of Entry (if any) and Ticketek's terms and conditions.

1. This ticket is a personal revocable licence, is not transferable and may not be resold. TA reserves the right to revoke the licence granted by this ticket, with or without cause, by refunding the purchase price. No pass-outs or re-admittance are allowed.
2. The Ticket Holder assumes all risks and dangers incidental to attendance at the Event, whether occurring prior to, during, or after a session.
3. The Ticket Holder is responsible for lost, misplaced or stolen tickets. 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 the Ticket Holder has purchased the tickets, the Ticket Holder will be entitled to a full refund, credit or replacement ticket for any tickets where the specific session of the Event (as designated on the ticket) does not commence at all, unless it was due to an Unavoidable Event. TA makes no representations or warranties that a ticket will enable the Ticket Holder to watch any particular players or matches during a specific session, that there will be a specific number of matches during a specific session, or that matches in a session will start at a particular time or continue for any set length of time, because:
  - a. 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;
  - b. 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, sabotage, riot, act of terrorism, fire, explosion, power shortage, strike or other labour difficulty (whether or not involving TA), quarantine, government intervention, or plant or equipment breakdown; and
  - c. due to the format of the Event, a match may not be required or the number of sets in a match may be reduced due to the Event outcome being determined in a previous match.

Each situation referred to in items 3(a) (b) and (c) above is an **Unavoidable Event**.

Without limiting the foregoing, if the fourth match of the Event goes to four sets or more and the outcome of the Event has been decided following this match, the fifth match may not be played; if the fourth match of the Event concludes in less than four sets and the outcome of the Event has been decided following this match, the fifth match will only be played to the best of three tiebreak sets; or if the outcome of the Event is decided after the third match, the two matches scheduled to be played on the third day of the Event will be played to the best of three tiebreak sets.

4. Tickets may not be issued for advertising, promotional (including contests and sweepstakes) or other trade purposes.
5. The Ticket Holder consents to careful search and inspection for and/or confiscation of prohibited items. Prohibited items include, but are not limited to: bottles, cans, alcoholic beverages, signs, broadcast quality video/motion picture cameras and recorders, camera lenses exceeding 300mm in focal length, umbrellas, fireworks, smoke bombs, animals except assistance animals (e.g. seeing eye dogs); any item that could be used as a weapon; bicycles, scooters, skateboards and roller-blades/skates; chairs & stools; eskies & hampers, large containers in excess of 1.5 litres, flags or banners larger than 1.2m wide or with handles longer than 50cm in length; musical instruments or amplification equipment; unauthorised advertising or marketing material or flyers; laser pointers, distress signals, dangerous goods and any other item prohibited by legislation. Persons under the influence of alcohol will not be permitted to enter the licensed premises.
6. Standing or other activities that may distract the players is not permitted in seated 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, police or event security.
7. The Ticket Holder must not carry into the licensed premises any political, promotional or advertising material or signage which can be seen by others at the event.
8. No person (other than a person who holds an appropriate license from ITF Licensing (UK) Ltd (**ITF**)) may bring into the Event venue or use within the Venue any equipment which is capable of logging, recording, transmitting or otherwise communicating (by digital or other means) any audio, visual or audio-visual material or any information or data in relation to the Event or the Venue. Copyright in any unauthorised recording or transmission is assigned to ITF. For the avoidance of doubt, mobile telephones and other mobile devices are permitted within the Venue provided that:
  - a. they are used for personal and private use only, and not during match play; and

- b. no material of moving images containing any match action that are captured by a mobile telephone or other mobile device may be published or otherwise made available to any third parties including, without limitation, via social networking sites.
9. Ticket Holders are not permitted to distribute literature or other materials or to sell or distribute merchandise at the licensed premises.
10. By entering the Venue, the Ticket Holder consents to being photographed, filmed and recorded in or around the Venue. The Ticket Holder grants irrevocable permission to TA, its assignees, licensees, commercial partners and media agencies to use in their sole discretion any such film, image or recording, (including the Ticket Holder's voice, image and likeness), for any purpose including broadcasting and commercial purposes without compensation or further notice.
11. The date and time of any Event session is subject to change without notice. In the event of cancellation, any processing and handling fees are not refundable.
12. If any dispute arises regarding a ticket or attendance at the event, the Ticket Holder agrees to submit the dispute to binding arbitration in Victoria in accordance with the rules of the Institute of Arbitrators and Mediators Australia.
13. No Ticket Holder or spectator may collect, disseminate, transmit, publish or release from the Event any match scores or related statistical and/or other data for any editorial, commercial or gambling purposes.
14. By purchasing a ticket to the Event the Ticket Holder consents to the collection and use of their 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 other tennis activities. Where the information is used for marketing purposes the Ticket Holder will be given the opportunity to 'opt out'. The Ticket Holder may contact TA (at [privacy@tennis.com.au](mailto:privacy@tennis.com.au) or Private Bag 6060 Richmond, Victoria 3121) and Ticketek (at [privacy@ticketek.com.au](mailto:privacy@ticketek.com.au) or GPO Box 1610, Sydney NSW 2001) to request access to the information held about the Ticket Holder. TA will collect, store, use and disclose the Ticket Holder's personal information in accordance with its privacy policy located at <http://www.tennis.com.au/privacy>.
15. 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 include references to its staff, contractors, volunteers and agents and authorised officers. Where the word 'including' is used, or examples are given, it does not limit the generality of the clause.
16. TA may alter these conditions if such changes are reasonably necessary to address safety issues or otherwise protect TA's legitimate interests by giving the Ticket Holder notice (by email or by posting the updated version on the Event's website).

NOTE: Some areas of the Venue 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.