

FOUNDERS' CLUB - TERMS AND CONDITIONS

AUSTRALIAN OPEN 2018 – 2020

1. Introduction

- 1.1 Tennis Australia ('TA') and all Founders' Club Members ('you') are subject to the following Founders' Club Terms & Conditions.
- 1.2 You are responsible for complying with and ensuring that your guests comply with these Terms & Conditions and any Member Rules which may be published from time to time.

2. Term of Membership

Your Membership will start on the first day of play of the 2018 Australian Open up to the close of play of the last day of the 2020 Australian Open.

3. Member Benefits

- 3.1 As a Founders' Club Member you will be entitled to the Member Benefits during each Australian Open Event during the Term. As at the date of this offer, Member Benefits will include:
 - (a) **Access to the Exclusive Founders' Club Dining Room** – Subject to clause 3.2, you will have the opportunity to access the 'Founders' Club Dining Room' during each session of the Australian Open Event. If you wish to use the dining facilities you should make a booking via the Founders' Club Concierge Service, to dine at the Founders' Club Dining Room. Booking times will be subject to availability. TA will use its best endeavors to accommodate specific allergies or dietary requirements. However completely allergy-free catering cannot be guaranteed.
 - (b) **Guests** – You will have the opportunity to invite up to three guests per session to access the Founders' Club Dining Room with you. Your guests will need to have their own ticket to enter the Australian Open Event.
 - (c) **Access** – Entry to the Australian Open on each day of the Event for the duration of your Membership.
 - (d) **Seating** – You will have the opportunity to access and enjoy a Rod Laver Arena seat with your name inscribed on it during each Australian Open during the Term of Membership.
 - (e) **Founders' Club Valet Parking** – You will receive the convenience of valet parking at Melbourne Park during each Australian Open during the Term of Membership.
 - (f) **Founders' Club Concierge Service** – You will have the opportunity to utilize the Founders' Club Concierge Service to heighten your Australian Open and Melbourne experience.
 - (g) **Events** – You will be invited to attend the Australian Open Legends Lunch and the Newcombe Medal.
 - (h) **Grand Slams** – You will have the opportunity to purchase limited tickets to the other Grand Slam tennis events.
- 3.2 Meals and beverages in the Founders' Club Dining Room are not included; these are sold separately. No outside food or drink may be brought into the Founders' Club Dining Room.

4. Variation to Terms and Conditions

- 4.1 These Terms & Conditions including the Member Benefits and any Member Rules as published from time to time may be varied by TA for operational, security or safety reasons. TA will maintain an updated copy of these Terms and Conditions and any changes to Member Benefits and applicable Member Rules accessible via www.tennis.com.au/foundersclub

5. Membership

Membership is open to persons over 18 years of age who are invited to join the Founders' Club.

6. Membership Fee and Payment

- 6.1 Your Membership is not finalised until full payment of the Membership Fee is received by TA. The Membership Fee includes GST.

6.2 The Membership Fee can be paid via: Credit Card (VISA, MasterCard or AMEX), EFTPOS, Australia Post Billpay and Cheque.

7. Non-Transferable and No Resale

7.1 Your Membership of the Founders Club may not be transferred to another person without the written approval of TA, not to be unreasonably withheld. You can however (subject always to 7.2 below):

(a) distribute your tickets to the Event to family, friends and colleagues;

(b) invite your guests to join you in the Founders' Club Dining Room as set out in 3.1(b) above.

7.2 You must not sell or offer your Membership or the Member Benefits for resale.

8. Membership cancellation by TA or restriction of access

TA reserves the right to restrict access to Member Benefits or cancel your Membership (including, where appropriate, without a refund) where you are deemed by TA to have breached these Terms and Conditions (including where you attempt to transfer or sell your Membership).

9. Australian Open Change and Refund Policy (TA change or cancellation)

At times TA may release an Australian Open tournament draw, daily draw of matches, order of play or event schedule (each a **Schedule**). Each Schedule is provisional and subject to change any Schedule at any time for any reason if it is reasonably necessary to protect the legitimate interests of TA and/or the players and/or members of the public (including Members). Due to the nature of the Australian Open, changes to a Schedule are not material changes to the Membership and do not entitle a Member to a refund, exchange or any other compensation. No refund, credit or compensation will be provided in any situations where the *Australian Consumer Law* does not apply. If the ACL applies and a Member has purchased the Membership, the Member will be entitled to a pro-rata refund (one third per Australian Open Event) in circumstances where the Australian Open does not commence in any of 2018, 2019 or 2020, unless it is due to an Unavoidable Event.

10. Membership cancellation by Member

Where a Member elects to cancel their Membership, the Membership Fee is non-refundable, subject to clause 11 below.

11. Refund Policy (Member cancellation)

Requests for refunds, in circumstances where a Member-initiated cancellation is for reasons beyond the reasonable control of the Member, may be made in writing and are granted at the sole discretion of TA's Membership Manager, acting reasonably.

12. Use of Image Consent

By attending the Australian Open you consent to TA, its State-based Member Associations and government and commercial partners taking, retaining and reproducing your image and likeness in any way pertaining to your involvement with the Founders' Club or tennis. You accept that any such images or likeness may be used by any of these parties in reporting or marketing materials including online publications without any further notice or payment.

13. Dress Standards

Neat dress standards apply for access to the Founders' Club Dining Room and Rod Laver Arena Member seating.

14. Privacy

TA needs to collect some information about you in order to register you as a Founders' Club Member. By providing the information, you consent to TA's collection, storage, use and disclosure of your personal information in accordance with the tennis Privacy Statement (www.tennis.com.au/privacy-statement) and Privacy Policy (www.tennis.com.au/privacy), which contain information about how you may access and seek correction of your information, how you can complain about a breach of your privacy, and how a complaint will be dealt with.

15. Entry to Melbourne Park during the Australian Open

Entry to Melbourne Park will be subject to the *Australian Open Ticket Conditions of Sale and Entry*, displayed at entry points to Melbourne Park and accessible at www.tennis.com.au/doc/ao-ticket-conditions-of-sale-and-entry

16. No voting rights

A Founders' Club Membership does not grant a Member any voting rights.

17. Interpretation

17.1 These conditions do not exclude, restrict or modify the application of any provision of the *Australian Consumer Law* 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. Where the word including is used, or examples are given, it does not limit the generality of the condition.

17.2 For the avoidance of doubt, these 2018 – 2020 Founders' Club Terms and Conditions supersede and replace the terms and conditions that applied to any previous Founders' Club products sole by TA.

18. 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 the Member notice (by email or in writing).

19. Definitions

In these Terms and Conditions the following terms have the following meaning:

Australian Open Event means the two week (fourteen consecutive days) period in January/February each year during which the Australian Open is conducted at Melbourne Park.

Member means a person who has purchased a Founders' Club Membership.

Membership Benefits means the benefits set out in clause 3 of these Terms and Conditions available to Members during the Australian Open Events during the Term of Membership as varied by TA from time to time.

Membership Fee means the fee payable for Founders' Club Membership as set out in clause 5 of these Terms & Conditions.

Membership Rules means the rules applicable to each Member Benefit that may be published from time to time.

Unavoidable Event includes safety issues or concerns, extreme heat, rain, other adverse weather or force majeure events such as an act of God, natural disaster, war, sabotage, riot, act of terrorism, national emergency, fire, explosion, power shortage, strike or other labour difficulty (whether or not involving TA), epidemic, quarantine, government intervention, or plant or equipment breakdown.