

Ticket Conditions of Sale and Entry

Australian Open 2019

Melbourne Park, January 2019

These conditions govern access to the Australian Open (**AO**) and the supply of all tickets (including complimentary tickets) to the AO on behalf of Tennis Australia Ltd (**TA**).

These conditions operate in conjunction with the *Major Sporting Events Act 2009* (Vic) and the Melbourne and Olympic Park Trust's (**M&OP**) Conditions of Entry to Melbourne Park. Please note that Ticketek's standard Terms and Conditions, the AO Hospitality Conditions and/or the AO Accreditation Conditions may also govern your entry to the AO.

1. **Important information.** The AO is a multi-feature ticketed event that runs over a number of sessions and days. Each ticket provides the holder of that ticket (**you**) with a conditional licence for admission to the applicable areas of the AO for the specific sessions designated on the face of that ticket. TA makes no representations or warranties that:
 - a) your ticket will enable you to watch any particular tennis players or matches during a specific session; or
 - b) tennis matches will start at a particular time or continue for any set length of time;
 - c) any particular players, musician, group or other personality will perform during a specific session; or
 - d) you will be able to access any particular facility, attraction, activity or area during a specific session.
2. **Tennis scheduling.** The AO is an elimination style tennis tournament, with each player's progression determined by a number of factors including the tournament draw and the outcome of their previous matches. At times, TA may release daily schedules of matches, order of play lists and other event timetables (**Schedule**). Each Schedule is provisional and subject to change. TA reserves the right to change any Schedule at any time and for any reason. Due to the nature of tennis tournaments like the AO, changes to a Schedule are not material changes to the event and do not entitle you to a refund, credit, exchange or other compensation (some seats also have restricted views due to placement of tennis equipment like the umpire's chair). Access to Rod Laver Arena and Margaret Court Arena for night sessions may also be delayed if the day session play runs late.
3. **Access.** Many tickets will only grant access to the AO (or a limited area of the AO) for a limited period; for example, a Night Session or a Rod Laver Arena ticket. Please check your ticket for details.
4. **Prohibited use of tickets.** The licence granted to you via the ticket is personal to you and may be terminated by TA if you, or any subsequent bearer of the ticket, do any of the following without the prior written consent of TA:
 - a) resell the ticket at a premium;
 - b) resell the ticket through an unauthorised broker or agent;
 - c) advertise or offer the ticket for resale on the internet or in any other medium;
 - d) package, advertise or use the ticket for advertising, promotion or other commercial purposes (including competitions or trade promotions).
5. **Permitted resale:** You may list an unused ticket for resale, at the face value, on Ticketek's Official AO Fan Marketplace only: <http://fanmarketplace.ausopen.com>.

6. **Kids Tickets:** From time to time TA may sell or grant discounted or free entry to the AO to children within a particular age ranges (for example via Family Tickets and Kids Tickets). In such circumstances, the following conditions apply:
- the child must be within the age range specified in relation to the ticket;
 - TA or M&OP may require evidence of the child's age or make a reasonable assessment of the child's age in which case that assessment will be final and determinative;
 - the child's relevant age shall be as at the date the ticket is presented for entry to the AO (not the date of purchase); and
 - the child must be accompanied by an adult patron (18 years of age or over) at all times during attendance at the AO. Patrons who accompany children at the AO are responsible for the care, conduct and supervision of those children

Children may be excluded from certain areas at the AO for safety or in relation to responsible service of alcohol.

7. **Cancellation and confiscation:** If a ticket is dealt with in breach of 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 the holder of the ticket access to the AO or any area within the AO, cancel or confiscate the ticket, or take other action TA considers appropriate, without refund.
8. **Refunds, credits or replacements.** If the Australian Consumer Law (**ACL**) applies and you have purchased your tickets, you will be entitled to a full refund, credit or replacement ticket where on-court tennis for your specific session of the AO (as designated on your ticket) does not commence at all. However, please note refunds, credits or replacements will **not** be issued in those circumstances, where:
- to holders of complimentary tickets; or
 - where the failure to commence play was caused by circumstances beyond the reasonable control of TA, such as: injury, illnesses, bereavement, travel delays or other issues which prevent all players from being able to commence play; or other tennis matches continuing for extended periods of time; significant safety issues or concerns; extreme heat, rain, other adverse weather; natural disaster, war, sabotage, riot, act of terrorism, national emergency; fire, explosion, power shortage; strike or other labour difficulty; epidemic, quarantine, government intervention, or plant or equipment breakdown.
9. **No refund.** Without limiting the above, no refunds, credits, replacement tickets or other compensation will be provided where:
- there is a change to a Schedule, but the on-court tennis session commenced with a match or substitute match being played (in whole or part);
 - there is a change to the non-tennis related entertainment at the AO, for example live music performers; or
 - access to any particular general admission facility, attraction, activity or area within the AO cannot be provided because it has reached capacity (e.g outside courts, licensed areas); or
 - your view of play is restricted by tennis equipment, other patrons or essential event infrastructure.
10. **Tickets.** TA or M&OP may direct you at any time while at the AO to produce a valid ticket. Keep your ticket in safe and in good condition, as TA is not obliged to replace your ticket under any circumstances, including loss or theft.

11. **Safety, comfort and conduct.** To maintain order and safety, and to encourage all patrons' enjoyment of the AO, TA and M&OP advise of the following:
 - a) M&OP and TA may inspect clothing, containers, packages and bags inside the AO or intended to be brought into the AO, including via electronic screening equipment.
 - b) Any item or bag that is too large to fit under a seat must not be brought into the AO and a limit of one bag per person applies. You must not leave bags or packages unattended at any time. For safety reasons, any unattended bags or packages may be removed and/or destroyed.
 - c) Some areas of the AO 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.
 - d) You are required to observe a standard of dress suitable to the area of the AO that you are in or seeking to enter and acceptable to TA.
 - e) The AO is a family friendly event. You are required to act in a safe, responsible and courteous manner at all times. All persons 14 years old and younger must be accompanied and supervised by a parent or guardian at all times during the AO.
 - f) Standing or other activity that may distract the players is not permitted in seating areas until end of games or between matches. Standing in the aisles or sitting on the stairs is not permitted at any time. Prams and strollers are not permitted in seating areas.
 - g) You must follow all directions given by representatives of TA, M&OP, police or event security.
 - h) Access to areas licensed for the sale of alcohol within the AO will be managed in accordance with Victorian liquor control legislation. Some areas of the AO may only be accessible to patrons over 18 years of age, with proof of age that is valid in Victoria.
12. **M&OP and TA control.** M&OP and TA reserve the right to refuse you entry to, or remove you from, the AO (and cancel or confiscate your ticket) or take other action M&OP or TA considers appropriate, for the safety and comfort of other patrons, staff and participants. For example, if:
 - a) you are in breach of these conditions;
 - b) your conduct amounts to an offence under the *Major Sporting Events Act 2009* (Vic);
 - c) you are considered to be intoxicated;
 - d) you have been previously refused entry to or removed from the AO;
 - e) M&OP or TA receives a direction to do so from law enforcement agencies; or
 - f) M&OP and TA reasonably believe it is in the best interests of the safety, security or integrity of the AO to do so.
13. **Your property, your responsibility.** Whilst at the AO, you must take care to protect your own property from loss and damage and take steps to prevent your property causing safety issues or damage to other people or property. TA and M&OP will not be liable for any loss or damage (including any direct, indirect or consequential loss or damage) to any property brought into the AO, unless the ACL applies and it was due to TA's breach of a non-excludable guarantee under the ACL (such as failure to provide services with due care or skill).
14. **Your safety, your responsibility.** 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 it 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).

15. **Liability.** To the extent permitted by law:

- a) TA and M&OP's maximum liability to you for any loss or damage that is suffered by you as a result of any breach of these conditions by TA and/or M&OP is limited at TA's sole discretion to:
 - i) the replacement of tickets;
 - ii) permitted entry to a rescheduled AO session or other AO event; or
 - iii) a refund where required under the ACL;
- b) all other representations, conditions, warranties and terms (including claims in relation to any particular players or matches or a Schedule) that would otherwise be expressed or implied in these conditions by general law, statute or custom are expressly excluded.

16. **Privacy.** By purchasing a ticket to the AO, **you consent to the collection and use of your personal information** by TA and its ticketing agent Ticketek and the disclosure of information between Ticketek and TA **for the purposes of ticketing, event management, event safety, surveys and marketing**, including the promotion of the AO 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.** You also agree that TA may also use your personal information in accordance with its privacy policy (located at www.tennis.com.au/privacy). The privacy policy contains a list of Australian Tennis Organisations and information about how you may access and seek correction of your personal information or complain about a breach of your privacy by TA, and how TA will deal with that complaint. TA may from time to time disclose your personal information to third party service providers, for example IT service providers, in order to provide services to you; such third parties may be located overseas.

17. **Medical assistance and information.** You authorise TA, its medical contractors and any other third party medical service providers at the AO to administer any medical assistance, treatment or transport you seek, or as is reasonably necessary in the circumstances (the costs of which you may be responsible for). In connection with such any assistance, you consent to the disclosure of your personal information and relevant medical details to M&OP, TA, insurers and other relevant third parties. Personal information collected in these circumstances will not be used by TA for marketing purposes.

18. **Prohibited items.** For the comfort and safety of patrons and players, the following items are NOT permitted in the AO without the express authorisation of TA:

- a) alcohol (it is an **offence** under Victorian law to possess alcohol at the AO that has not been purchased at the AO);
- b) tennis racquets, beach balls or other inflatable devices, frisbees, helium balloons;
- c) camera tripods, monopods, telephoto camera lenses with a focal length capacity greater than 200mm; video cameras or handy-cams; audio recorders; any other devices used for recording or transmitting scoring data or other statistical information for commercial purposes (including sports betting);
- d) eskies, hampers, chairs and stools, large containers in excess of 1.5 litres, glass (including bottles), drink and food cans;

- e) flags, banners, signs larger than 1m by 1m in size or with handles longer than 50cm;
 - f) animals other than assistance animals;
 - g) musical instruments, whistles, loud hailers, amplification equipment;
 - h) drones, flares, fireworks, laser pointers,
 - i) bicycles, scooters, skateboards, rollerblades, rollerskates;
 - j) unauthorised promotional, commercial, political, religious or offensive items of whatever nature including clothing, banners, signs, symbols, leaflets or flyers; and
 - k) any other dangerous item, weapon or any “prohibited item” under the *Major Sporting Events Act 2009* (Vic).
19. **Prohibited conduct.** For the comfort and safety of patrons and players, the following conduct is NOT permitted in the AO without the express authorisation of TA:
- a) conduct towards any player, umpire, referee, other official or another patron in a manner which offends, insults, humiliates, intimidates, threatens, disparages or vilifies that other person;
 - b) disruption or interruption to any match or other event or activity at the AO;
 - c) damaging or defacing or any part of the AO or any other person’s property;
 - d) unreasonable disruption or interference or obstruction to patrons or TA or M&OP or other persons engaged in the operation of the AO;
 - e) conducting public surveys or opinion polls, handing out promotional items, soliciting donations or subscriptions, other commercial or political disruption;
 - f) obstructing the view of a seated patron (including by opening umbrellas within spectator areas while a match is in progress);
 - g) transferring a ticket that has already been used for entry to the AO;
 - h) ball games of any kind, removal of footwear, smoking in non-smoking areas (inside, within spectator areas and otherwise where signed); and
 - i) conduct which amounts to an offence under *Major Sporting Events Act 2009* (Vic).
20. **Capture and use of image.** You consent to being photographed, filmed and recorded at the AO. You acknowledge that in order to enhance security, surveillance equipment (including security cameras) are used in and around the AO. You also consent to use of any film, image or recording of you at the AO or in or around the AO at the discretion of M&OP, TA, its commercial partners, broadcasters, media and news agencies, and law enforcement agencies without compensation or further notice.
21. **Use of Technology.** To support the integrity of the AO and the broadcast partners who provide significant funding to the AO:
- a) Photography: Images of the AO taken with a camera, mobile phone or other wireless device cannot be used for any purpose other than for private and domestic purposes. You must not sell, license, publish or otherwise commercially exploit photographs. Flash photography is not permitted in the court areas.
 - b) Video Footage: Taking and/or publishing video footage of any match play via any means is forbidden (including sharing to social media). For the avoidance of doubt, mobile telephones are permitted

within the AO, provided that they are used for personal and private use only and are not used to record any match play.

- c) **Distribution:** Production, transmission or distribution of broadcasts or narrowcasts of any images, footage, sounds or data from the AO or any match play comprising the AO by any means in any format or media is strictly forbidden.
22. **Assignment of recordings.** If you make **any** kind of sound recording, visual footage or audio-visual footage at or in relation to the AO (**Recording**) without the consent of TA, you:
 - a) assign all copyright and all other intellectual property in any such Recording to TA; and
 - b) consent to use by TA of the Recording for any purpose in any media worldwide.
 23. **Court-siding.** Without limiting the above, you must not continually collect or transmit from the grounds of the AO any match scores or related statistics or data for any commercial, betting or gambling purpose. The continual use of laptop computers or other handheld electronic devices within the spectator area of a tournament court is prohibited, except for properly accredited media and staff authorised by TA to do so in the performance of their duties.
 24. **Interpretation.** 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 clauses in these conditions.
 25. **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 you notice (by email or by posting it on TA's website).

If you have any queries, contact **TA Customer Service** by email at customersupport@tennis.com.au or call 1800 752 983.