

Hospitality Conditions Australian Open 2019 Melbourne Park, January 2019

All ticketing and entry to the 2019 Australian Open (AO) is subject to the *Ticket Conditions of Sale and Entry* (which are posted at all AO entry points and www.tennis.com.au/doc/ao-ticket-conditions-of-sale-and-entry and available from Tennis Australia (TA) upon request).

These additional conditions apply to the Hospitality Products that AO Clients may access from time to time (e.g products with dining or private space elements, or behind-the-scenes access), including:

Shared Spaces (Restaurants)	Rockpool Nobu Laneway Club	88 Melbourne The Glasshouse Show Court Finals
Private Spaces	RLA Superboxes	Melbourne Arena Suites
Available as Shared Spaces or Private Spaces	Trophy Club Peoples Club The Dressing Room The Green Room	The Lounge The Balcony (Melbourne Arena) River View City View
Event Experiences	On Court Seating RLA Fan Walk	Behind the Scenes Tours

1. Guests must hold a valid AO ticket to gain admission to an AO Hospitality facility.
2. The Client is responsible for satisfying the special dietary requirements or allergies of its guests. Dietary requirements must be advised to TA and its catering agent, Delaware North Companies Australia Pty Ltd (DNC), in writing by no later than 72 hours prior to the relevant dining session. While TA and DNC 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. Special dietary options are limited to: allergy requirements, vegetarian, vegan, and religious requirements (i.e. no pork). Please note that kosher meals are priced separately.
3. TA and DNC practice responsible service of alcohol (RSA). Where it becomes apparent to TA or DNC 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 he/she moves 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 paragraph 3((a)) – and the host will be encouraged to speak with the intoxicated guest about controlling his/her 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.
- 4. Alcohol service at the AO will **cease** at the **earlier** of:
 - (a) one hour after the end of play (or trophy presentation); and
 - (b) midnight.
- 5. No outside food, drink or catering equipment may be brought into any AO Hospitality facility.
- 6. TA and DNC may adjust the location of AO Hospitality facilities (including table locations and sizes) inside the AO from time to time. Guests may be required to share tables where the Client has not purchased a full table.
- 7. TA and DNC may adjust meal service times to take into account on-court scheduling.
- 8. The Client occupies and uses AO Hospitality facilities at the risk of the Client and to the extent permitted by law, the Client releases DNC and TA from all actions, claims, demands, losses, damages, costs and expenses resulting from any accident, damage, loss, death or injury occurring in an AO Hospitality facility.
- 9. The Client is responsible for the costs of all breakages or damage to TA and DNC property caused by the Client or its guests.

PRIVATE SPACES

The following conditions apply to the Private Spaces products:

- 10. On the date of booking, or by 23 November 2018 at the latest the Client must:
 - (a) notify TA of the minimum number of guests for each session booked (**Minimum Guest Attendance**); and
 - (b) pay the fee based on the Minimum Guest Attendance.
- 11. The booking is not confirmed until the Client has paid the fee for the Minimum Guest Attendance. TA may cancel the Client's booking at any time prior to receipt of this payment.
- 12. All payments for Private Space Products are non-refundable (orders with DNC and other suppliers are confirmed before 1 December 2018).
- 13. Unless otherwise advertised, Private Spaces require a Minimum Guest Attendance of at least 15 guests.
- 14. Any increase in the number of guests, additional catering or variation in the Private Space product is not confirmed until paid for in full by the Client. During the AO, such items must be paid for on the day of ordering (unless otherwise approved by TA on a case by case basis).

Private Space fit-out

- 15. If the Client has purchased a Private Space product, the Client may, at its own cost, fit-out, decorate or theme the inside of the Private Space, subject to the following:
 - (a) in some Private Spaces, the available customisation will be very limited (banners, napkins etc), such as the Green Room, The Lounge, The Dressing Room and Trophy Club;
 - (b) the proposed fit-out for each Private Space must be approved in advance by TA (acting in its complete discretion); and

- (c) items of fit-out (including approved signage) must not be visible from outside the Private Space.
16. TA will assist the Client to communicate with TA's official fit-out suppliers for the AO to discuss any fit-out requirements. If the Client elects not to engage official fit-out suppliers for the AO:
- (a) the Client and its alternate supplier must observe all the conditions imposed by TA on third party suppliers to the AO; for example conditions relating to site safety, access and inductions, timelines for planning and building and insurance requirements. In order to manage the safety and security of the site, TA may make any supplier's site access subject to compliance with these conditions; and
 - (b) all materials brought into the AO by the Client will be at the Client's cost and risk. The Client will be liable for, and indemnifies TA against, any and all claims, losses, damages, costs or expenses arising from or connected with the transport, installation, erection, display, use, dismantling or removal of any materials brought into the AO by the Client.
17. TA will display signage bearing the Client's name (only) on the exterior of the Private Space in the standard font used for the AO. No logos or web addresses will be displayed by TA.
18. No food or drinks or additional catering equipment such as espresso machines, juicers etc may be brought into any Private Space without TA's consent.
19. RLA Superboxes and Melbourne Arena suites will close at the end of play (or trophy presentation) for the relevant session. Other Private Spaces will close at the times advertised or otherwise decided by TA (acting reasonably).

Melbourne Arena Suites (late play on day sessions)

20. For day sessions at Melbourne Arena Suites, beverage packages will cease at 6pm (unless otherwise advertised). Where play continues after 6pm, the Client may elect to continue beverage service on an 'on consumption' basis, provided that the Client may also be required to pay for additional labour charges and food orders to comply with RSA requirements, as quoted to Client. Additional beverage service remains subject to clause 3.

RESTAURANT RESERVATIONS

The following conditions apply to the Shared Spaces (Restaurant) products:

21. Shared Space (Restaurant) bookings are not confirmed until either:
- (a) full payment is received; or
 - (b) credit card details have been provided to secure the booking.
22. All payments for Shared Spaces (Restaurant) are non-refundable.

EVENT EXPERIENCES

23. TA may impose additional conditions for particular products from time to time for safety reasons. For example, TA will collect the name and date of birth of all guests participating in Event Experiences listed above. TA will use this information for event safety only and **not** for any direct marketing purposes. The tennis privacy policy located at www.tennis.com.au/privacy, which contains further information about TA's use of personal information.

RESPONSIBILITY FOR GUESTS

24. The Client is responsible for the conduct of all its guests at the AO, including ensuring that its guests:
- (a) comply with Ticket Conditions of Sale and Entry for the AO;

- (b) wear AO passes and keep them visible (facing out);
 - (c) observe the dress code for hospitality facilities at the AO (e.g collared shirt and tailored pants/shorts for men, no rubber thongs, singlets); and
 - (d) observe tennis etiquette: only leave seats at change of ends, quiet during points, silent mobile phones, etc.
25. For holders of AO Hospitality tickets for evening sessions of the AO, entry to Melbourne Park is not available until 4pm.

KEY TICKETING CONDITIONS

The Client is reminded that AO Hospitality ticketing provides each of its guests with a conditional licence from TA for admission to a specific session and location within the AO (designated on the face of that ticket). This licence is subject always to the *Ticket Conditions of Sale and Entry* (posted at all venue entry points and www.tennis.com.au/doc/ao-ticket-conditions-of-sale-and-entry). The following conditions are highlighted.

No on-selling

26. The licence granted to the Client for admission to the AO may be terminated by TA (without refund) in circumstances where the Client (without prior written consent from TA):
- (a) resells the AO Hospitality product at a premium;
 - (b) resells the AO Hospitality product through an unauthorised broker or agent;
 - (c) advertise or offer the AO Hospitality product for resale on the internet or in any other medium;
 - (d) package, advertise or use the AO Hospitality product for advertising, promotion or other commercial purposes (including competitions or trade promotions).

For the avoidance of doubt, the Client may allocate its purchased hospitality ticketing among its guests (but must not *sell* that ticketing to its guests without prior written consent from TA).

Lost tickets

27. The Client and its guests must keep AO Hospitality 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 discretion, replace a ticket which has been lost or stolen (and may charge a \$25 fee per replaced ticket).

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 www.tennis.com.au/doc/ao-hospitality-conditions.

For any queries in relation to these conditions please contact TA's AO Hospitality department by email at aohospitality@tennis.com.au.