

Davis Cup by Rakuten Qualifier (Sydney) 2022

Australia v Hungary

4-5 March 2022

These conditions govern access to the **Davis Cup by Rakuten Qualifier (Sydney) 2022** (the **Event**) and the supply of all tickets (including complimentary tickets) to the Event on behalf of Tennis Australia Ltd (**TA**).

In these conditions:

- a) 'Venue' means Ken Rosewall Arena, Sydney;
- b) 'Venue Controller' means Sydney Olympic Park Authority; and
- c) 'Ticketing Agent' means Ticketmaster.

These conditions work in conjunction with the Venue Controller's Conditions of Entry (if any).

Please note that the Ticketing Agent's standard Terms and Conditions, the Event Corporate Hospitality Conditions and/or the Event Accreditation Conditions may also govern your entry to the Event.

1. **Important information.** The Event 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 Event 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 teams, players or matches during a specific session;
 - 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 Event is a round-robin into elimination style team tennis tournament, with each team'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 Event, 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 safety requirements or placement of tennis equipment like the umpire's chair). Access to Venue auditoriums for the night sessions may also be delayed if the day session play runs late.
3. **Access.** Many tickets will only grant access to the Event (or a limited area of the Event) for a limited period; for example, a night session 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 (without refund) if: (i) you do or TA reasonably suspects that you have done, or (ii) any subsequent bearer of the ticket has done or TA reasonably suspects that any subsequent bearer of the tickets has done, any of the following without the prior written consent of TA:
 - a) transfer (or seek to transfer) the ticket by any means other than by using Ticketmaster's Ticket Forward function;
 - b) resell the ticket, whether through an unauthorised broker or agent or any other means;
 - c) advertise or offer the ticket for resale on the internet or in any other medium; or
 - d) package, advertise or use the ticket for advertising, promotion or other commercial purposes (including competitions, trade promotions or bundling the ticket into your own hospitality offering/package).

In addition to the above, for any breach of this clause 4, TA may terminate any other licences granted to you via the purchase by you of any other tickets to the Event.

5. **Concession tickets:** All persons aged 15 and over as at the date a ticket is presented for entry to the Event may only attend the Event on an adult ticket unless they hold a valid Concession Card Identification. The following are accepted forms of Concession Card Identifications:
- Student Cards: Full-time Secondary students, Full-time Tertiary Students;
 - Pensioner Concession Card: Aged (AGE), Bereavement Allowance (BVA), Carer (CAR), Aged Blind (AGE BLIND), Parenting Payment (single) (PPS), Disability Support Pension (DSP), Disability Support Blind (DSP Blind), Partner Allowance (PTA), Sickness Allowance (SAL), Special Benefit (SPL), Widow Allowance (WDA), Widow Pension (WID), Wife Pension (WFA/WFD/WFW), Newstart Allowance over 60 years (NSW/NMA) Mature Age Allowance (MAA), Mature Age Partner Allowance (MPA), Newstart Allowance (NSA), Parenting Payment (PPP/PPS);
 - Veteran Affairs and TPI;
 - Health Care Cards: Exceptional Circumstances Relief (DR), Sickness Allowance (SA), Special Benefit (SL), Farm Help Income Support (FFR), Newstart Allowance (NS), Youth Allowance (YA), Newstart Mature Age Allowance (NMA), Parenting Payment (single) (PPS), Low Income (LI), Carer Allowance (CD), Partner Allowance (PA), Mobility Allowance (MO), and Widow Assistance (FA), Family Assistance (FA), Child Disability Allowance (CDA); and
 - Personal Treatment Entitlement Card: Must be current.
6. **Kids Tickets:** Children who will be aged 3-14 as at the date a ticket is presented for entry to the Event may purchase a Kids Ticket. Children aged 2 and under as at the date a ticket is presented for entry to the Event may enter at no charge, provided they do not occupy a reserved seat. In relation to children who enter the Event on a Kids Ticket, the following conditions apply:
- the child must be within the age range specified in relation to the ticket;
 - TA 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 Event (not the date of purchase); and
 - the child must be accompanied by a parent or guardian (18 years of age or over) at all times during attendance at the Event. Parents or guardians who accompany children at the Event are responsible for the care, conduct and supervision of those children.
- Children may be excluded from certain areas at the Event for safety purposes or in relation to responsible service of alcohol practices.
7. **Ticket limits:** TA, in its discretion, may from time to time impose limits on the number of tickets that may be purchased per session or per customer.
8. **Cancellation and confiscation:** If a ticket is dealt with in breach of these conditions or if TA reasonably suspects that 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 Event and deny the holder of the ticket access to the Event or any area within the Event, cancel or confiscate the ticket, or take other action TA considers appropriate, including but not limited to cancelling or confiscating any other tickets to the Event held in your name, without refund.
9. **Refunds, credits or replacements where on-court tennis does not commence – COVID-19 Booking Protection.** You'll be able to obtain a full refund or a credit (at your choice) of the total price of your tickets for a session if:
- the Event is cancelled or reschedule as a result of COVID-19 requirements or restrictions (in which case, we'll refund you for the total price of your tickets);

- b) your specific session of the Event is cancelled as a result of COVID-19 requirements or restrictions (even if other sessions or aspects of the Event still go ahead);
- c) we are no longer able to accommodate you at the Venue (this does not include where you fail to meet our vaccination requirements);
- d) you are prevented from travelling to Sydney due to State, Territory or Commonwealth government travel restrictions and you advise us that you are unable to travel at least seven (7) days before the date of your session (or such shorter period where such restrictions are imposed in a shorter timeframe), so that we have enough time to refund you and then offer the tickets to someone else who missed out;
- e) you or any of your group members have COVID-19 symptoms and/or you are required to isolate (or if any of your close contacts or group members has COVID-19 symptoms) and you notify us and provide us with some evidence (e.g. a medical certificate) at least 24 hours prior to your attendance at the Event (or as soon as you can if there are valid reasons why 24 hours' notice is not possible); and
- f) in other circumstances, where we feel it is appropriate.

In addition, 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 Event (as designated on your ticket) does not commence at all.

However, please note refunds, credits or replacements will **not** be issued in some circumstances, such as where:

- g) the tickets are complimentary tickets;
 - h) the schedule for your specific session changes, but a match is still played (in whole or part);
 - i) the non-tennis related entertainment at the Event changes (such as changes of schedule, performers or cancellation of the non-tennis related entertainment);
 - j) except where referred to in sub-clause 9c), you are unable to enter a general admission facility, attraction, activity or area because it has reached capacity (e.g. outside courts, licensed areas);
 - k) your view of play is restricted by tennis equipment, other people, or essential event infrastructure;
 - l) except where referred to in sub-clause 9c), social distancing restrictions or operational requirements prevent you from being able to access a particular part of the Venue;
 - m) you decide not to attend the Event or any part of the Event (e.g. a particular session), because you have changed your mind or are unable to attend due to other personal reasons (excluding the COVID-19 reasons set out above in this clause 9); or
 - n) the Event or your specific session is cancelled because of circumstances beyond the reasonable control of TA (excluding COVID-19 reasons as set out above in this clause 9), such as injury, illnesses, bereavement, travel delays or other issues which prevent players from being able to commence play, other tennis matches continuing for extended periods of time, significant safety issues or concerns, extreme heat, rain, other adverse weather (including adverse air quality), natural disaster, war, sabotage, riot, acts of terrorism, national emergency, fire, explosion, power shortage, strike or other labour difficulty, epidemic, pandemic and/or quarantine (excluding where related to COVID-19), government intervention, or plant or equipment breakdown.
10. **Tickets.** TA may direct you at any time while at the Event to produce a valid ticket. Please 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 Event, TA advise of the following:
- a) TA and/or the Venue Controller may inspect clothing, containers, packages and bags inside the Event or intended to be brought into the Event, 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 Event 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 Event 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 Event that you are in or seeking to enter and acceptable to TA and/or the Venue Controller.
 - e) The Event 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 Event.
 - 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, the Venue Controller, police or event security.
 - h) Access to areas licensed for the sale of alcohol within the Event will be managed in accordance with liquor control legislation of the Australian state in which the Venue is based. Some areas of the Event may only be accessible to patrons over 18 years of age, with proof of age that is valid in the Australian state in which the Venue is based.
12. **TA control.** TA and the Venue Controller each reserve the right to refuse you entry to, or remove you from, the Event (and cancel or confiscate your ticket) or take other action TA and/or the Venue Controller 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) you are considered to be intoxicated;
 - c) you have been previously refused entry to or removed from the Event;
 - d) TA receives a direction to do so from a law enforcement agency; or
 - e) TA reasonably believe it is in the best interests of the safety, security or integrity of the Event to do so.
13. **Your property, your responsibility.** Whilst at the Event, 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 the Venue Controller will not be liable for any loss or damage (including any direct, indirect or consequential loss or damage) to any property brought into the Event, unless the ACL applies and it was due to TA's or the Venue Controller'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 Event, you must take care to protect your safety and the safety of others. TA and the Venue Controller 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's or the Venue Controller's breach of a non-excludable guarantee under the ACL (such as failure to provide services with due care or skill).

Your safety, your responsibility – COVID-19

- a) You acknowledge that by attending the Event you may be exposed to the possibility of contracting an illness, including without limitation the COVID-19 virus. Contracting or exposure to the COVID-19 virus can result in serious illness, temporary or permanent disability, other short-term and long-term health effects, and death, regardless of age or health condition.
- b) While TA will implement reasonable measures to attempt to minimise the risk of the COVID-19 virus, you acknowledge that such measures may be unsuccessful and such measures do not guarantee that you will not be exposed to the COVID-19 virus. TA and its employees, officers, volunteers, servants and agents make no

guarantees, warranties, representations or other promises regarding the possibility of your exposure to, contracting, or transmitting COVID-19 while attending the Event.

- c) With full knowledge of the risks associated with the COVID-19 virus, you:
- i) voluntarily agree to attend the Event;
 - ii) assume all responsibilities and risks related to the COVID-19 virus while attending the Event; and
 - iii) to the fullest extent permitted by law, acknowledge the risks associated with attending Event, accept those risks voluntarily and release and discharge, TA, its employees, officers, volunteers, servants and agents, from any and all claims, expenses, demands, suits, damages, costs (including legal costs), loss and injury you or any associated third party (**Costs**) may suffer or sustain, to the fullest extent permitted by law, directly and indirectly in connection with, or related to, the COVID-19 virus, including but not limited to travel, transportation, accommodation, hospitality, third party costs and expenses, endorsements or sponsorships or any other third party arrangement and agree to hold TA, its employees officers, volunteers, servants and agents harmless in relation to such Costs.
- d) You agree to any conditions, controls, directions, plans, policies, notices, training or requirements issued by TA prior to or during the Event regarding COVID-19 precautionary, biosecurity and vaccination measures, as notified by TA from time to time. If you do not follow these requirements, TA may deny, revoke or suspend your attendance at the Event at its discretion at any time.
- e) TA may withdraw your right to attend the Event and access to the Venue if you:
- i) test positive for COVID-19;
 - ii) are identified as a close contact of a person who tested positive for COVID-19;
 - iii) are in the process of completing a government-mandated period of self-isolation;
 - iv) present to the Venue showing symptoms of COVID-19, including but not limiting to having a temperature above $>37.5^{\circ}\text{C}$, chills, cough, sore throat and shortness of breath; or
 - v) fail to comply with TA's vaccination requirements, as notified by TA from time to time.

Note that the provisions of clause 9 apply in the case of possible ticket refunds or credits.

Your safety, your responsibility – vaccination status

- f) Your entry to the Event is subject to you showing acceptable evidence that you are fully vaccinated against COVID-19 by a Covid Vaccine or that you have a valid medical exemption (see sub-clauses 14g)-h) below for details). A "Covid Vaccine" means a vaccine that has been registered, approved or is recognised as a vaccine by the Australian Therapeutic Goods Administration as published on its website.
- g) If you are fully vaccinated, acceptable evidence includes:
- i) a COVID-19 digital certificate displayed through the Service NSW app, Express Plus Medicare app or smartphone wallet; or
 - ii) a digital immunisation history statement from the Australian Immunisation Register (or a printed version issued by the vaccination provider or the Australian Immunisation Register – any other printed version will not be accepted); or
 - iii) a vaccination record displayed through MyGov or My Health Record.
- h) If you have a valid medical exemption which exempts you from receiving a Covid Vaccine, acceptable evidence includes:

- i) a COVID-19 digital certificate displayed through the Service NSW app, Express Plus Medicare app or smartphone wallet;
 - ii) a digital immunisation history statement from the Australian Immunisation Register (or a printed version issued by the vaccination provider or the Australian Immunisation Register – any other printed version will not be accepted); or
 - iii) a valid NSW Health medical contraindication form; or
 - iv) a valid NSW Health medical clearance notice (if you have a prior diagnosis of COVID-19).
- i) You must carry valid government issued photo identification at all times while attending the Event and you may be required to present such identification.
- j) The obligations in these sub-clauses 14f)-i) do not apply to children under 18 years of age provided their parent or guardian can show proof of the child's age if requested.
15. **Liability.** To the extent permitted by law:
- a) TA's and the Venue Controller'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 the Venue Controller is limited at TA's sole discretion to:
 - i) the replacement of tickets;
 - ii) permitted entry to a rescheduled Event session or other 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 Event, **you consent to the collection and use of your personal information** by TA and the Ticketing Agent and the disclosure of information between the Ticketing Agent and TA **for the purposes of ticketing, event management, event safety, surveys 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**. 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 Event 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 TA, TA's insurers and any 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 Venue without the express authorisation of TA:
- a) alcohol;
 - b) large bags, including suitcases;
 - c) tennis racquets, beach balls or other inflatable devices, frisbees, helium balloons;

- d) camera tripods, monopods, telephoto camera lenses with a focal length capacity greater than 200mm; video cameras, Go-Pros 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);
- e) eskies, hampers, chairs and stools, large containers in excess of 1.5 litres, glass (including bottles), drink and food cans;
- f) flags, banners, signs larger than 180cm by 90cm in size or with handles longer than 50cm;
- g) animals other than assistance animals;
- h) musical instruments, whistles, loud hailers, amplification equipment;
- i) drones, flares, fireworks, firecrackers, smokebombs and laser pointers,
- j) bicycles, scooters, skateboards, rollerblades, rollerskates;
- k) unauthorised promotional, commercial, political, religious or offensive items of whatever nature including clothing, banners, signs, symbols, leaflets or flyers; and
- l) any other dangerous item or weapon.

The following items are permitted, however such items are subject to security check on arrival at the Event and must be presented for security approval. TA and the Venue Controller maintain the right to prohibit any of the below items as deemed necessary for the safety and comfort of others:

- m) small bags, including handbags;
- n) non-alcoholic beverages or drink bottles in plastic;
- o) food, in permissible packaging, including baby food;
- p) plastic or paper cutlery only;
- q) deodorant and perfume;
- r) medicine;
- s) selfie sticks; and
- t) umbrellas.

19. **Prohibited conduct.** For the comfort and safety of patrons and players, the following conduct is NOT permitted in the Venue 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 Event;
- c) damaging or defacing or any part of the Event Venue or any other person's property;
- d) unreasonable disruption or interference or obstruction to patrons or TA or other persons engaged in the operation of the Event;
- 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 Event;

- h) ball games of any kind;
 - i) removal of footwear, shirts or public nudity/indecency; and
 - j) concealing identity with a scarf, balaclava, mask or other item unless for a religious, medical or other justifiable reason.
20. **Smoking.** You must not smoke within the Venue.
21. **Capture and use of image.** You consent to being photographed, filmed and recorded at the Event. You acknowledge that in order to enhance security, surveillance equipment (including security cameras) are used in and around the Event. You also consent to use of any film, image or recording of you at the Event or in or around the Event at the discretion of TA, the Venue Controller, its commercial partners, broadcasters, media and news agencies, and law enforcement agencies without compensation or further notice.
22. **Use of Technology.** To support the integrity of the Event and the broadcast partners who provide significant funding to the Event:
- a) **Photography:** Images of the Event 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 Event, 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 Event or any match play comprising the Event by any means in any format or media is strictly forbidden.
23. **Assignment of recordings.** If you make **any** kind of sound recording, visual footage or audio-visual footage at or in relation to the Event (**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.
24. **Court-siding.** Without limiting the above, you must not continually collect or transmit from the grounds of the Event 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.
25. **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.
26. **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.