

## **Ticket Conditions of Sale and Entry**

### **Australian Open 2024 (Qualifying, Kids Tennis Day and Main Draw)**

### **Melbourne Park**

These conditions govern access to the Australian Open 2024 (including Qualifying, Kids Tennis Day, Main Draw and any other events held at Melbourne Park between **8 to 28 January 2024**) (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 Events Act 2009* (Vic) and the Melbourne and Olympic Parks Trust's (M&OP) Conditions of Entry to Melbourne Park. Please note that Ticketmaster's standard Terms and Conditions and depending on your circumstances, the Premium Experience 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 session designated on the face of that ticket**. Please also note that particular general admission facilities, attractions, activities and/or areas within the AO are subject to capacity restrictions (e.g. John Cain Arena, outside courts and licensed areas). 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;
  - b) tennis matches or performances 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 other than an arena (if any) specified on your ticket.

Please note some seats have restricted views due to safety equipment for example handrails or the placement of tennis equipment, for example umpire's chairs. Please take note of this if purchasing arena tickets with restricted views.

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. 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 for a limited period, for example a Night Session. Other tickets will only grant access to a restricted area at the AO for a limited period, for example a Rod Laver Arena ticket. Please check your ticket for details.
4. **Protection against ticket scalping.** To protect consumers, ticket scalping is prohibited. 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 has done any of the following in a manner which is inconsistent with ticket scalping laws without the prior written consent of TA:
  - a) resell the ticket, whether through an unauthorised broker or agent or any other means;
  - b) advertise or offer the ticket for resale on the internet or in any other medium; or

- c) 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, if you have behaved in a manner which is inconsistent with ticket scalping laws, TA may, acting reasonably, terminate any other tickets held by you.

- 5. **Concession tickets.** All persons aged 12 and over as at the date a ticket is presented for entry at the AO may only attend the AO on an adult ticket, unless they hold a valid Concession Card Identification. The following are accepted forms of Concession Card Identifications:
  - a) Student Cards: Full-time Secondary students, Full-time Tertiary Students;
  - b) 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);
  - c) Veteran Affairs and TPI;
  - d) 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
  - e) Personal Treatment Entitlement Card: Must be current.
- 6. **Kids Tickets.** Children aged 3-11 (which includes 11-year-olds who have not yet reached their 12<sup>th</sup> birthday) as at the date a ticket is presented for entry at the AO may enter on a Kids Ticket. Children aged 2 and under (which includes 2-year-olds who have not yet reached their 3<sup>rd</sup> birthday) as at the date a ticket is presented for entry at the AO may enter at no charge, provided they do not occupy a reserved seat. In relation to children who enter the AO on a Kids Ticket, the following conditions apply:
  - a) the child must be within the age range specified in relation to the ticket;
  - b) 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;
  - c) 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
  - d) the child must be accompanied by a parent or guardian (18 years of age or over) at all times during attendance at the AO. Parents or guardians 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, including the O and AO Finals Festival, for safety purposes or in relation to responsible service of alcohol practices. For further information, please contact **TA Customer Service** by email at [customersupport@tennis.com.au](mailto:customersupport@tennis.com.au) or call 1800 752 983.

- 7. **Ticket limits.** To protect against the misuse of AO tickets and maximise access to tickets, TA has imposed the following ticket limits per customer per session:

		DATES	LIMIT*	COMMENT
SINGLE	Rod Laver Arena	Throughout the AO	<b>9 (Limit of 6 for Men's Final, Women's Final and Men's Semi-Finals)</b>	Per Session
	Margaret Court Arena	Throughout the AO	<b>9</b>	Per Session
	John Cain Arena	Throughout the AO	<b>9</b>	Per session
	Ground Pass	Throughout the AO	<b>Unlimited</b>	-

TA may in its discretion waive such limits in particular circumstances where it deems it appropriate to do so. For further information, please contact **TA Customer Service** by email at [customersupport@tennis.com.au](mailto:customersupport@tennis.com.au) or call 1800 752 983.

8. **Cancellation and confiscation.** If you have behaved in breach of these conditions (or where TA has been so directed by M&OP or 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 including but not limited to cancelling or confiscating any other tickets to the AO held in your name, without refund.
  
9. **Refunds, credits or replacements where on-court tennis or ticketed non-tennis activity does not commence.** If 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 or your ticketed non-tennis activity (as designated on your ticket) does not commence at all. There may be exceptions if the session or activity is cancelled because of significant circumstances beyond the reasonable control of TA, including but not limited to government or emergency service directions, or extreme weather, preventing the specific session from going ahead.  
 However, please note refunds, credits or replacements will **not** be issued in some circumstances, such as where:
  - a) the tickets are complimentary tickets;
  - b) the schedule for your specific session changes, but a match is still played (in whole or part) as you have purchased tickets to attend a specified session, not the right to see particular players;
  - c) the schedule for your ticketed non-tennis activity changes (including changes to performers or performance times), but the activity still goes ahead (in whole or in part);
  - d) the general admission non-tennis related entertainment at the AO changes (such as changes of schedule, performers or cancellation of the general admission non-tennis related entertainment);
  - e) you are unable to enter a general admission facility, attraction, activity or area because it has reached capacity (e.g. outside courts, licensed areas);
  - f) operational requirements prevent you from being able to access a particular general admission area of Melbourne Park but you still have access to other general admission areas; or
  - g) you decide not to attend the AO or any part of the AO (e.g. a particular session or activity), because you have changed your mind or are unable to attend due to other personal reasons.
  
10. **Tickets.** TA or M&OP may direct you at any time while at the AO 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 AO, TA and M&OP advise 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 11 years old and younger must be accompanied and supervised by a parent or guardian (18 years of age or over) 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 walkways 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.
  - i) **WARNING:** parts of the AO may contain sound or light stimuli, such as loud music, flashing lights and pyrotechnics, which may affect persons with sound or light sensitivities or trigger photosensitive epileptic seizures.
12. **Inappropriate behaviour will not be tolerated.** Please note, for the safety and comfort of other patrons, staff and participants or for the integrity of the AO and tennis in general, M&OP and TA reserve the right to refuse you entry to, or remove and/or exclude you from, the AO (and cancel or confiscate your ticket or exclude you from future TA events) or take other action M&OP or TA considers appropriate. For example, if:
- a) you breach these conditions or the M&OP Conditions of Entry;
  - b) your conduct amounts to an offence under the *Major Events Act 2009* (Vic);
  - c) you are intoxicated;
  - d) you have been previously refused entry to, removed or excluded from the AO;
  - e) M&OP or TA receives a direction to do so from law enforcement agencies; or
  - f) M&OP and TA, acting 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.** 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. Please note, 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, except where such loss or damage is due to TA or M&OP's failure to provide services with due care or skill.
14. **Safety is a shared responsibility.** 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, except where such loss or damage is due to TA or M&OP's failure to provide services with due care or skill.

15. **Consumer Protections.** Nothing within these conditions shall restrict, exclude or modify or purport to restrict, exclude or modify any statutory consumer rights under any applicable law including *the Competition and Consumer Act 2010* (Cth).
16. **Privacy.** By purchasing a ticket to the AO:
  - a) **you consent to the collection, storage and use of your personal information** by TA, MO&P and Ticketmaster and the disclosure of information between TA, MO&P and Ticketmaster **for the purposes of ticketing, event management and security, event safety (including without limitation, contact tracing), 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**;
  - b) **in relation to Kids Tickets only, you consent to the collection, storage and use of your personal information** by TA, MO&P, Ticketmaster and the disclosure of information to third parties appointed by TA to provide activities or services to your child (if any);
  - c) you consent to being photographed, filmed and recorded while attending the AO, and **you 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**
  - d) in particular, you acknowledge that **electronic surveillance software and equipment (including via closed circuit television and security cameras that may incorporate facial recognition technology)** are used in and around the AO **to enhance security and patron safety** (including without limitation, **to assist in identifying and denying entry to, or ejecting, persons who have been removed or denied entry to the AO under these conditions** (including persons who M&OP and TA reasonably believe it is in the best interests of the safety, security or integrity of the AO to do so), for other law enforcement purposes and contact tracing). You consent to your personal information being collected for this purpose, and being uploaded to, processed by and stored in M&OP's security monitoring and surveillance systems on behalf of TA for the purposes set out in this paragraph. You further consent to the collection, use, storage and disclosure of your potentially sensitive information (like biometric information) and other personal information (like your name, address, date of birth, and photograph) by and between TA, M&OP, an Authorised Officer (as defined and authorised under the *Major Events Act 2009* (Vic)) and any relevant police or crime prevention authority, for those limited security and crime prevention and management purposes; and
  - e) you further agree that TA may otherwise use your personal information in accordance with TA's [Privacy Statement](#) and [Privacy Policy](#).

If you purchase a ticket for your child or ward, you also provide the consents specified under these conditions in respect of your child or ward.

TA's 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 (as further detailed in TA's [Privacy Policy](#)).

Any personal information shared by TA to M&OP will be handled in accordance with M&OP's [Privacy Policy](#).

You further agree that, in accordance with applicable privacy legislation, the police or other crime prevention authority may also provide TA and M&OP with details of any action or criminal proceeding brought against you



as a consequence of your actions at the AO for the purpose of TA or M&OP considering, if necessary, to implement a ban on you from attending the AO.

**If you do not agree to the consents specified in these Conditions, do not complete your ticket purchase or enter Melbourne Park for the AO.**

17. **Medical assistance and information.** If you require medical treatment while attending the AO, 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 any such 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 only be used in connection with your treatment and any follow up contact and will not be used by TA for marketing purposes.

**Prohibited items.** For the comfort and safety of patrons, players and performers, the following items are NOT permitted in the AO without the express authorisation of TA and if found in possession of any of these items, you may be refused entry, removed and/or excluded from the AO and/or future TA events:

- a) alcohol (it is an **offence** under Victorian law to possess alcohol at the AO that has not been purchased at the AO);
- b) large bags, including suitcases. 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. Large bags and suitcases will not be accepted for cloaking;
- 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 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 and large containers in excess of 1.5 litres;
- f) glass (including bottles), cans, ceramic and breakable containers;
- g) flags, banners, signs larger than 180cm by 90cm in size or with handles longer than 50cm;
- h) animals other than animals recognised as assistance animals under the *Disability Discrimination Act 1992* (Cth) (TA or M&OP, acting reasonably, may request evidence that an animal is an assistance animal and/or is trained to meet standards of hygiene and behaviour that are appropriate for an animal in a public place);
- i) chairs and stools;
- j) musical instruments, whistles, loud hailer, amplification equipment;
- k) unmanned aerial vehicles (drones), flares, fireworks, firecrackers, smoke bombs and laser pointers,
- l) bicycles, scooters, skateboards, rollerblades, rollerskates;
- m) unauthorised promotional, commercial, political, religious or offensive items of whatever nature including clothing, flags, banners, signs, symbols, leaflets, stickers or flyers; and
- n) any other dangerous item or good, substance, weapon, including knives or any "prohibited item" under the *Major Events Act 2009* (Vic).

The following items are permitted, subject to security checks on arrival at the AO and may be subject to special conditions if appropriate for safety reasons:

- a) small bags, including handbags;
  - b) non-alcoholic beverages or drink bottles in plastic;
  - c) food, in permissible packaging, including baby food;
  - d) plastic or paper cutlery only;
  - e) deodorant and perfume;
  - f) medicine;
  - g) selfie sticks; and
  - h) umbrellas.
18. **Prohibited conduct.** For the comfort and safety of patrons, players and performers, the following conduct is NOT permitted at the AO without the express authorisation of TA and in doing so, you may be refused entry, removed and/or excluded from the AO and/or future TA events:
- a) conduct towards any player, performer, 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 of any part of Melbourne Park 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, or other commercial or political disruption or activity;
  - 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 unless TA has authorised that ball game;
  - i) removal of footwear, shirts or public nudity / indecency;
  - j) concealing identity with a scarf, balaclava, mask or other item unless for a religious, medical or other justifiable reason;
  - k) smoking and/or vaping in non-smoking areas (inside, within spectator areas, within ten metres of any arena entrances and otherwise where signed); and
  - l) conduct which amounts to an offence under *Major Events Act 2009* (Vic).
19. **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 personal purposes. You must not sell, license or otherwise commercially exploit photographs. Flash photography is not permitted in the court areas.
  - b) Video footage or sound recordings: Taking, distributing and/or publishing video footage or sound recordings of any match play or other entertainment longer than one minute via any means is forbidden (including sharing to social media). If you breach this condition, TA may direct you to delete the video

footage or sound recording, and if you do not comply, you may be removed from the AO (and your tickets cancelled or confiscated).

20. **Licence to content.** If you take any kind of photo, sound recording, visual footage or audio-visual footage at or in relation to the AO (**Content**) and make it publicly available, including posting it on social media, you grant a non-exclusive licence to TA to use the Content for any purpose in any media worldwide without compensation to you.
21. **No 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.
22. **Interpretation.** These conditions do not exclude, restrict or modify the application of any provision of the Australian Consumer Law (**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.
23. **Changes.** TA may alter these conditions if such changes are reasonably necessary to address safety issues, legal requirements or operational changes to the AO by giving you notice (by email or by posting updated terms on the official AO website). The purpose of this right is to protect TA's legitimate interests in running a safe and successful event in responding to changing situations. If a change to these conditions materially impacts you, you may request a refund.

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