

TICKET CONDITIONS OF SALE AND ENTRY 2017

These conditions govern the supply of all tickets (including complimentary tickets) to the Brisbane International (**BI**) that are issued by Tennis Australia (**TA**) and access to the Queensland Tennis Centre (**QTC**) during the BI. Please note that Ticketek's Terms and Conditions, the Hospitality Terms and Conditions and/or Accreditation Conditions may also govern your attendance at the BI.

1. Important information. The BI 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 QTC for the specific session of the BI which is designated on the face of that ticket. TA makes no representations or warranties that your ticket will enable you to watch any particular players or matches during a specific session, or that matches will start at a particular time or continue for any set length of time because: (a) the BI 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; (b) players can, at times, experience injuries, illnesses, bereavement, travel delays or other issues which can prevent them from being able to commence play, or complete a match; (c) particular matches may need to be cancelled, terminated early, rescheduled or relocated to other courts for various reasons, examples include other tennis matches continuing for extended periods of time, 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. Each situation referred to in clauses 1(b) and (c) above is an **Unavoidable Event**.

2. No resale. The licence granted to you will automatically terminate if you do any of the following, without the prior written consent of TA: (a) resell the ticket at a premium or through a broker or agent; (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 or trade promotions) or to enhance the demand for other goods or services. You must not sell, gift or otherwise transfer a ticket that has already been used. If a ticket is sold, advertised or otherwise used in breach of these conditions, the licence terminates and TA may deny the holder of the ticket admission to the BI or an area within the BI or take other action TA considers appropriate, without any guarantee of a refund. TA may also deny entry to the BI if tickets are not purchased from Ticketek or other points of sale authorised by TA. If you have any queries you can contact TA's ticketing department by email at brisbaneinternational@tennis.com.au.

3. Changes can occur. At times TA may release a daily draw of matches, order of play or event schedule (each a **Schedule**). Each Schedule is provisional and subject to change. TA reserves the right to change any Schedule at any time and for any reason (including the reasons described in clause 1) if it is reasonably necessary to protect the legitimate interests of TA and/or the players and/or members of the public. Due to the nature of tennis tournaments like the BI, changes to a Schedule are not material changes to the event and do not entitle you to a refund, credit, exchange or other compensation.

4. Refunds, credits or replacements. No refund, credit or replacement tickets will be provided on any complimentary tickets or in situations where the Australian Consumer Law (**ACL**) does not apply. If the ACL applies and you have purchased the tickets, you will be entitled to a full refund, credit or replacement ticket for any tickets where the specific session of the BI (as designated on your ticket) does not commence at all, unless it was due to an Unavoidable Event. Without limiting the foregoing, no refunds, credits, replacement tickets or other compensation is required to be provided if (a) there is a change to a Schedule, but the session commenced with a

match or substitute match being played (in whole or part); (b) there is a change to the non-tennis related entertainment at the BI or (c) there has been an Unavoidable Event.

5. Tickets. TA may direct you at any time while at the BI to produce a valid ticket. Keep your ticket in safe and good condition, as TA is not obliged to replace your ticket under any circumstances, including loss or theft. Many tickets to the BI will only grant access to QTC (or an area of QTC) for a limited period. Please check your ticket for details. Access to the QTC auditoriums for the night session may be delayed if the day session play runs late.

6. Maintaining order. To maintain order and safety TA reserves the right to inspect clothing, containers, packages and bags intended to be brought into QTC and prohibit the entry of certain items. This may include the use of screening equipment. TA also reserves the right, with reasonable cause to refuse entry to or remove any person from QTC. TA will be considered to have reasonable cause if: (a) you are in breach of these conditions; (b) you are seeking to bring, or have brought, a prohibited item into QTC (see clause 16 for details); (c) you are considered to be adversely affected by alcohol or illicit drugs; or (d) you have been previously banned from entry into or removed from QTC. You must follow all reasonable directions given by TA.

7. Your property. Whilst at QTC, 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 will not be liable for any loss or damage (including any direct, indirect or consequential loss or damage) to any property brought into QTC, 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. For the safety and comfort of all patrons, any item or bag that is too large to fit under a seat must not be brought into QTC and a limit of 1 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.

8. Your safety. Whilst at QTC, you must take care to protect your safety and the safety of others. TA 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 TA's breach of a non-excludable guarantee under the ACL such as failure to provide services with due care or skill.

9. Liability. To the extent permitted by law: (a) TA'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 is limited at TA's absolute discretion to: (A) the replacement of tickets; or (B) permitted entry to a rescheduled BI session or other BI event; or (C) a refund where required under clause 4; (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.

10. Privacy. By purchasing a ticket to the BI you consent to the collection and use of your personal information by Ticketek and TA and the disclosure of that information by Ticketek to TA for the purposes of ticketing, event management, surveys and marketing, including the promotion of the BI 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. TA may also use your personal information for the purposes set out in TA's tennis privacy policy. Where the information is used for marketing purposes you will have the opportunity to 'opt out', which you can do at any time in accordance with TA's tennis privacy policy. You may contact TA (at Private Bag 6060 Richmond, Victoria 3121) and Ticketek (at GPO Box 1610, Sydney NSW 2001) to request access to the information held about you. TA will collect, store, use and disclose your personal information in accordance with its privacy policy located at <http://www.tennis.com.au/privacy>, which also contains 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 respects your privacy and may only disclose your personal information to other Australia Tennis Organisations and third party service providers, for example IT service providers, in association with the provision of services to TA. Such third parties may be located overseas.

11. Medical assistance and privacy. Without prejudice to clause 8, you authorize TA, its medical contractors and any other third party medical service provider at QTC during the BI to administer any medical assistance, treatment and/or transport you seek or to provide this on your behalf as deemed reasonably necessary in the circumstances (the costs of which you may be responsible for). In connection with any medical assistance, treatment and/or transport you seek or receive, you consent to the disclosure of your personal information and medical details concerning the incident at QTC during the BI, to TA, TA's insurers and any other relevant third parties as determined by TA. Any personal information collected in accordance with this clause will not be used by TA for marketing purposes.

12. Capture and use of image. You consent to being photographed, filmed and recorded as a BI patron. You acknowledge that in order to enhance security, surveillance equipment (including security cameras) are used in and around QTC. You also consent to use of any film, image or recording of you at the BI or in or around QTC at the discretion of TA and its commercial partners, broadcasters, media and news agencies, and law enforcement agencies without compensation or further notice.

13. Acceptable dress standards and conduct. You are required to observe a standard of dress suitable to the area of QTC that you are in or seeking to enter and acceptable to TA. The BI 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 BI.

14. Match etiquette. Standing or other activities that may distract the players is not permitted in seated areas until end of games or between matches. Standing in the aisles or sitting on the stairs is not permitted at any time. You must adhere to allocated seating in the ticketed arenas and follow all reasonable directions given by TA, police or event security.

15. Licensed Areas. Access to the licensed areas at QTC will be managed in accordance with liquor licence requirements.

16. Prohibited items. For the comfort and safety of patrons and players, the following items are NOT allowed into QTC: Alcohol; animals except service animals (e.g. seeing eye dogs, police dogs and horses); any item that could be used as a weapon; beach balls & other inflatable devices; bicycles, scooters, skateboards and roller-blades/skates; camera tripods, monopods, telephoto camera lenses with a focal length capacity greater than 200mm; video cameras & handy-cams; audio recorders; any equipment, device or instrument capable of recording, distributing and/or transmitting scoring data and other statistical information relating to the BI for any commercial purposes (including sports betting); drink & food cans; chairs & stools; eskies & hampers; fireworks; frisbees; helium balloons; glass (including bottles); large containers in excess of 1.5 litres; flags, banners or signs larger than 1 metre by 1 metre in size or with handles longer than 50cm in length; musical instruments &/or amplification equipment; unauthorised promotional, commercial, political, religious or offensive items of whatever nature including clothing, banners, signs, symbols and leaflets or flyers; laser pointers, distress signals, whistles or loud hailers and dangerous goods. Note: Prams and strollers are not permitted in seating areas.

17. Prohibited conduct. You must not: (a) engage in any conduct, act towards or speak to 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) disrupt or interrupt any match or event organised by TA; (c) cause unreasonable disruption or unreasonable interference to patrons of the BI or persons engaged in the conduct or management of the BI; (d) cause any wilful damage or harm to any part of QTC, including buildings, fixtures & fittings, fences, vegetation and permanent or temporary infrastructure, or remove or attempt to remove any property belonging to another during the BI; (e) interfere with, obstruct or hinder TA in the exercise of its powers, functions or duties during the BI; (f) conduct public surveys or opinion polls, hand out items or material, solicit money, donations or subscriptions from members of the public within QTC, without the prior consent of TA; (g) play ball games of any kind within QTC unless TA has authorised that ball game; (h) open umbrellas within seating areas of all tournament match courts and arenas whilst a match is in progress; (i) remove your footwear.

18. **Smoking.** You must not smoke within QTC.

19. **Use of Technology. Photography:** Images of the BI 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. **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 QTC provided that they are used for personal and private use only and are not used to any record match play. **Distribution:** Production, transmission or distribution of broadcasts or narrowcasts of any images, footage, sounds of the BI or any match comprising the BI by any means in any format or media is strictly forbidden. If you make any kind of sound recording, visual footage or audio-visual footage at or in relation to the BI (**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.

20. **Court-siding.** Without limiting the above, you must not continually collect, disseminate, transmit, publish or release from the grounds of the BI any match scores or related statistics or data during match play 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. The exception to this provision is properly accredited media, tournament vendors and tournament staff where such persons are expressly authorised by TA to do so in the performance of their duties.

21. **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 provisions of these conditions. Reference to TA include reference to its staff, contractors, volunteers and agents. Where the word including is used, or examples are given, it does not limit the generality of the clause. If there are any inconsistencies between these conditions and any of the conditions referred to in the first paragraph, these conditions prevail.

22. **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).

NOTE: The BI is an outdoor event. Some areas of QTC 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.