

Premium Experience Conditions - Australian Open 2021

Thank you for purchasing or expressing interest in purchasing Premium Experience Products for the Australian Open 2021. Below are the conditions for Premium Experience Products so you can buy with confidence.

PREMIUM EXPERIENCE PRODUCTS

Premium Experience Products are products designed to enrich your AO experience by providing additional experiences such as dining or access to private spaces or behind the scenes to accompany your AO ticketing or entry to the AO.

All ticketing and entry to the Australian Open 2021 (**AO**) is subject to the *Ticket Conditions of Sale and Entry* (which are posted at all AO entry points and <https://www.tennis.com.au/doc/ao2021-ticket-conditions-of-sale-and-entry> and available from Tennis Australia (**TA**) upon request).

These additional conditions apply if any Premium Experience Products are purchased or accessed as part of your AO experience. Please note that Ticketmaster's standard Terms and Conditions, the AO Accreditation Conditions and any other conditions, policies, notices or documents that we make available before or at the AO (including TA's requirements regarding biosecurity measures, privacy notices and government directives due to the ongoing COVID-19 pandemic) may also govern your entry to the AO.

As a client, you may purchase a Premium Experience Product for your own use. You may also invite guests to enjoy the Premium Experience Products with you in accordance with these conditions.

Clients and guests must hold a valid AO premium experience pass in order to gain admission to an AO premium experience facility at the specified time.

REFUNDS PROVIDED FOR EVENT CANCELLATION, POSTPONEMENT AND TRAVEL RESTRICTIONS

1. Unless clause 4(b) applies, where the consumer guarantees under the Australian Consumer Law (**ACL**) apply and the AO or your Premium Experience Product is cancelled, you will be entitled to a refund (equal to the amount you paid us for the relevant Premium Experience Products).
2. Where the consumer guarantees under the ACL apply and the AO or your Premium Experience Product is rescheduled to a later time, you will have the option of a refund or a credit to the value of the amount you paid us for the relevant Premium Experience Products.
3. You'll also be able to obtain a full refund or a credit (at your choice) of the total price you paid us for the relevant Premium Experience Products if:
 - (a) the AO or your Premium Experience Product is cancelled as a result of COVID-19 requirements or restrictions (in which case, we'll refund you for the total amount you paid us for the relevant Premium Experience Products);
 - (b) your specific session of the AO or your Premium Experience Product 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 Melbourne Park;
 - (d) you are prevented from travelling to Melbourne due to State, Territory or Commonwealth government travel restrictions and you advise us that you are unable to travel at least seven days before the date of your planned attendance at the AO. If some of your guests are unable to attend the AO due to such government travel restrictions, you will be permitted to reallocate your guests' premium experience passes to other guests that you subsequently invite;
 - (e) you have COVID-19 symptoms and/or you are required to isolate (or if any of your close contacts have 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 AO (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.

4. However, please note refunds, credits or replacements will not be issued in some circumstances, such as where:
 - (a) the Premium Experience Products are complimentary;
 - (b) the AO or your Premium Experience Product is cancelled because of circumstances beyond the reasonable control of TA (excluding COVID-19 reasons as set out above in clause 3), such as injury, illnesses, bereavement, travel delays, 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 and/or quarantine (excluding where related to COVID-19), government intervention, or plant or equipment breakdown;
 - (c) except where referred to in clause 3(c), you or your guests are unable to enter a general admission facility, attraction, activity or area because it has reached capacity;
 - (d) except where referred to in clause 3(c), social distancing restrictions or operational requirements prevent you or our guests from being able to access a particular part of Melbourne Park; or
 - (e) you or your guests decide not to attend the AO or any part of the AO (e.g. a particular session, or the event covered by your Premium Experience Product), because you or your guests have changed your/their mind or are unable to attend due to other personal reasons (excluding the COVID-19 reasons set out above in clause 3).

CATERING

5. As our client, you will be responsible for satisfying the special dietary requirements or allergies of your guests. Dietary requirements must be advised to TA and its nominated catering agent (**Catering Agent**) in writing by the date specified by TA. While TA and the Catering Agent 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 (e.g. no pork). Please note that kosher meals are priced separately.
6. TA and the Catering Agent practice responsible service of alcohol (**RSA**). Where it becomes apparent to TA or the Catering Agent's 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 6(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.
7. 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.
8. No outside food, drink or catering equipment may be brought into any AO premium experience facility.
9. TA and the Catering Agent may adjust the location of AO premium experience facilities (including table locations and sizes) inside the AO from time to time. Subject to TA's COVID-19 requirements, guests may be required to share tables where you have not purchased a full table.
10. TA and the Catering Agent may adjust meal service times to take into account on-court scheduling or scheduling of non-tennis related entertainment.

11. As the client, you will occupy and use AO premium experience facilities at your own risk and to the extent permitted by law, you release the Catering Agent 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 premium experience facility.
12. As the client, you are responsible for the costs of all breakages or damage to TA and the Catering Agent property caused by you or your guests.
13. TA, acting reasonably, may communicate additional requirements that are specific to your booking and the purchased Premium Experience Product. You and your guests must comply with any such directions given by TA from time to time.

PAYMENT

14. Payment must be made:
 - (a) within 30 days for all bookings made prior to 1 December 2020; and
 - (b) at the time of booking for all bookings made after 1 December 2020.
15. The booking (including final guest numbers) is not confirmed until payment has been received by TA in accordance with the invoice issued by TA to you. TA may cancel your booking at any time prior to receipt of payment.
16. All payments are non-refundable, except as set out in the event cancellation and postponement section of these terms and conditions (see clauses 1, 2 and 3 above).
17. Any increase in the number of guests, additional catering or variation in the Premium Experience Product is not confirmed until invoiced and paid for in full by you. During the AO, such items or changes must be paid for on the day of ordering (unless otherwise approved by TA on a case-by-case basis).

SESSION TIMES, OVERRUNS AND DELAYS

18. AO premium experience passes are valid for a specific session of the AO and session details will be provided in the information accompanying the AO premium experience passes.
19. For holders of AO premium experience passes and tickets for evening sessions of the AO, entry to Melbourne Park is not available until 4pm.
20. Certain Premium Experience Products (e.g. RLA Superboxes, John Cain Arena suites, on-court seating etc.) will close at the end of play (or trophy presentation) for the relevant session.
21. Should the day session for a relevant Premium Experience Product overrun, night session clients will be delayed following the end of the day session to allow the premium experience space to be cleaned and restocked ready for the night session.
22. For day sessions at John Cain Arena suites, beverage packages will cease at 6pm (unless otherwise advertised). Where play continues after 6pm, you may elect to continue beverage service on an 'on consumption' basis, provided that you may also be required to pay for additional labour charges and food orders to comply with RSA requirements, as quoted to you. Additional beverage service remains subject to the RSA requirements set out above.

SAFETY

23. TA may impose additional conditions for particular products from time to time for safety reasons. For example, TA may collect the name, date of birth and contact details of all guests attending for COVID-19 contact tracing purposes. 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 contains further information about TA's use of personal information. You and your guests also agree that TA may also use your and our guests' personal information in accordance with TA's COVID-19 Privacy Collection Notice (<https://www.tennis.com.au/doc/visitors-covid-19-privacy-collection-notice>), Privacy Statement (<http://www.tennis.com.au/privacy-statement>) and Privacy Policy (www.tennis.com.au/privacy).

CHANGES TO PREMIUM EXPERIENCE FACILITIES

24. Please note that due to State, Territory or Commonwealth government restraints, regulations, directives, laws or other situations outside of TA's reasonable control, TA may be required to reduce the capacity limits of a premium experience facility (for example, a Superbox or Private Space) or make changes to the premium experience facilities. In such a case, TA will work with you in good faith to arrange an alternative Premium Experience or otherwise make adjustments to your booking to reflect the change.

PRIVATE SPACE FIT-OUT

25. All Private Spaces come fully fitted and designed by TA. In respect of the fit-out, please note the following:
- (a) in all Private Spaces, the available customisation will be limited to soft furnishings such as banners, napkins etc. and must be brought with you on the day of your premium experience and removed at the conclusion of your specific session;
 - (b) the proposed fit-out for each Private Space must be approved in advance by TA (acting in its complete discretion);
 - (c) items of fit-out (including approved signage) must not be visible from outside the Private Space; and
 - (d) all materials brought into the AO by you will be at your cost and risk (and subject to the *Ticket Conditions of Sale and Entry*). You will be liable for, and indemnify 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 you.
26. No food or drinks or additional catering equipment such as espresso machines, juicers etc. may be brought into any Private Space without TA's prior written consent (to be provided or withheld acting in its complete discretion).

RESPONSIBILITY FOR GUESTS

27. 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 such loss or damage 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). You are responsible for the conduct of your guests at the AO, including ensuring that your guests:
- (a) comply with the *Ticket Conditions of Sale and Entry*;
 - (b) where given physical AO passes, ensure such passes are worn and kept visible (facing out);
 - (c) observe the dress code for premium experience facilities at the AO (e.g. collared shirt and tailored pants/shorts for men, no rubber thongs, no singlets); and
 - (d) observe tennis etiquette (e.g. only leaving seats at change of ends, remaining quiet during points, silent mobile phones, etc.).

Safety, Responsibility – COVID-19

28. You acknowledge that by attending the AO, you and your guests 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.
29. While TA will implement reasonable measures to attempt to minimise the risk of the COVID-19 virus, you and your guests acknowledge that such measures may be unsuccessful and such measures do not guarantee that you and your guests 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 and your guests' exposure to contracting, or transmitting COVID-19 while attending the AO.
30. With full knowledge of the risks associated with the COVID-19 virus, you and your guests:
- (a) voluntarily agree to attend the AO;
 - (b) assume all responsibilities and risks related to the COVID-19 virus while attending the AO; and

- (c) to the fullest extent permitted by law, acknowledge the risks associated with attending the AO, 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.
31. You and your guests agree to any conditions, controls, directions, plans, policies, notices, training or requirements issued by TA prior to or during the AO regarding COVID-19 precautionary and biosecurity measures. If you or your guests do not follow these requirements, TA may deny, revoke or suspend your and your guests' attendance at the AO at its discretion at any time.
32. TA may withdraw you or your guests' right to attend the AO and access to Melbourne Park if you or your guests (as applicable):
- test positive for COVID-19;
 - are identified as a close contact of a person who tested positive for COVID-19;
 - are in the process of completing a government-mandated period of self-isolation; or
 - present to Melbourne Park 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.

Note that the provisions of clause 3 apply in the case of possible ticket refunds or credits.

LIABILITY

33. To the extent permitted by law:
- TA's maximum liability to you and your guests under or in connection with these conditions is limited to the amount actually paid by you for the Premium Experience(s);
 - 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; and
 - TA shall not be liable to you or your guests for any consequential, special, incidental or indirect damages or for any economic losses, lost profits, lost business, lost revenue, lost goodwill or anticipated savings.
34. Nothing within these conditions shall:
- limit or exclude a party's liability for any loss, damage, costs or expenses which may not lawfully be excluded; or
 - 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).

KEY TICKETING CONDITIONS

35. AO premium experience ticketing provides your 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 <https://www.tennis.com.au/doc/ao2021-ticket-conditions-of-sale-and-entry>). The following conditions are highlighted.

No on-selling

36. The licence granted to you and your guests for admission to the AO may be terminated by TA (without refund) if: (i) you or your guests do or TA reasonably suspects that you or our guests have done, or (ii) any subsequent bearer of the ticket has or TA reasonably suspects that any subsequent bearer of the ticket 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;
- (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 36, TA may terminate any other licences granted to you or your guests via the purchase by you or your guests of any other Premium Experience Products and/or tickets to the AO (including both premium experience passes and non-premium experience tickets).

For the avoidance of doubt, you may allocate your purchased Premium Experience Products among your guests in accordance with clause 36(a) above (but you or your guests must not *sell* those products to your guests without prior written consent from TA).

Cancellation and confiscation of premium experience passes and tickets

37. If you or your guests breach these conditions, or TA reasonably suspects a breach has occurred (or where TA has been so directed by a law enforcement agency), TA may terminate the licence to enter the AO and deny you and/or your guests of the access to the AO or any area within the AO, cancel or confiscate the premium experience passes or tickets, or take other action TA considers appropriate including but not limited to cancelling or confiscating any other premium experience passes or tickets to the AO held in your name or your guests' names, without refund.

Lost premium experience passes and tickets

38. You and your guests must keep AO premium experience passes and tickets in safe and in good condition. TA is not obliged to replace any premium experience passes or tickets under any circumstances, including loss or theft – however TA may, in its sole discretion, replace a premium experience pass or ticket which has been lost or stolen (and may charge a \$25 fee per replaced premium experience pass or ticket).

Interpretation

39. These conditions do not exclude, restrict or modify the application of any provision of the ACL where such provisions apply, 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.

Changes

40. 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). TA will maintain an up-to-date copy accessible at www.tennis.com.au/doc/premium-experience-conditions-ao2021.

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