

Terms and Conditions of Entry – Darwin International Tennis Centre

These conditions govern access to the Darwin International Tennis Centre (DITC) held by Tennis NT. By entering the DITC, you agree to be bound by these conditions.

- 1. Safety, comfort and conduct.** To maintain order and safety, and to encourage all patrons' enjoyment of the DITC:
 - a) Tennis NT may inspect clothing, containers, packages and bags inside the DITC or intended to be brought into the DITC, including via electronic screening equipment.
 - b) 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 DITC are exposed to direct sunlight, heat and other elements. Remember to stay hydrated and use sun protection.
 - d) The DITC is a family friendly venue. You are required to act in a safe, responsible and courteous manner at all times, and are expected to adhere to the requirements of the Code of Behaviour when attending Tournaments and/or Competitions at the Centre (located at - [Code of Behaviour](#)).
 - e) You must follow all reasonable directions given by representatives of Tennis NT, police or security.
 - f) Access to areas licensed for the sale of alcohol within the DITC will be managed in accordance with Northern Territory liquor control legislation. Some areas of the DITC may only be accessible to patrons over 18 years of age with proof of age that is valid in Northern Territory.
- 2. Tennis NT control.** Tennis NT reserves the right to refuse you entry to, or remove you from, the DITC or take other action DITC 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 DITC;
 - d) Tennis NT receives a direction to do so from a law enforcement agency; or
 - e) Tennis NT reasonably believes it is in the best interests of the safety, security or integrity of Tennis NT, or the DITC to do so.
- 3. Ban.** Tennis NT reserves the right to impose a ban on you from entering the DITC for any period of time as Tennis NT considers appropriate in instances where Tennis NT considers your actions to be sufficiently serious to compromise another person's safety or amount to a serious breach of these conditions.
- 4. Your property, your responsibility.** Whilst at the DITC, 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. Tennis NT will not be liable for any loss or damage (including any direct, indirect or consequential loss or damage) to any property brought into the DITC, unless the Australian Consumer Law (ACL) applies and it was due to Tennis NT's breach of a non-excludable guarantee under the ACL (such as failure to provide services with due care or skill).
- 5. Your safety, your responsibility.** Whilst at the DITC, you must take care to protect your safety and the safety of others. Tennis NT 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 Tennis NT's breach of a non-excludable guarantee under the ACL (such as failure to provide services with due care or skill).
- 6. Medical assistance and information.** You authorise Tennis NT, its medical contractors and any other third party medical service providers at the DITC 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 Tennis NT, Tennis NT's insurers and any other relevant third parties. Personal information collected in these circumstances will not be used by Tennis NT for marketing purposes.
- 7. Prohibited items.** For the comfort and safety of staff and visitors of the DITC, the following items are NOT permitted in the DITC without the express authorisation of Tennis NT:
 - a) alcohol;
 - b) animals other than assistance animals;
 - c) musical instruments, whistles, loud hailer, amplification equipment;
 - d) drones, flares, fireworks, firecrackers, smokebombs and laser pointers,
 - e) unauthorised promotional, commercial, political, religious or offensive items of whatever nature including clothing, banners, signs, symbols, leaflets or flyers; and
 - f) any other dangerous item or weapon.
- 8. Smoking.** You must not smoke within the DITC.
- 9. Capture and use of image and personal information.** Unless you expressly notify us otherwise in writing, you consent to being photographed, filmed and recorded at the DITC. You acknowledge that in order to enhance security, surveillance equipment (including security cameras) are used in and around the DITC. You also consent to the use of any film, image or recording of you or any other personal information obtained by Tennis NT at the DITC in accordance with the tennis privacy statement (located at <http://www.tennis.com.au/privacy-statement>) and the tennis privacy policy (located at <http://www.tennis.com.au/privacy>), which contain information about how you may access and seek correction of your personal information, how you can complain about a breach of your privacy and how the complaint will be dealt with. Tennis NT may from time to time disclose your personal information to, its commercial partners, broadcasters, media and news agencies, and law enforcement agencies without compensation or further notice.
- 10. Risk.** You enter the DITC at your own risk. Except to the extent that Tennis NT is at fault or to the extent that the ACL applies, you release Tennis NT from any liability (including without limitation, loss of or damage to property, or personal injury sustained during activities) in connection with your attendance at the DITC.
- 11. Changes.** Tennis NT may alter these terms and conditions at any time if such changes are reasonably necessary to address safety issues or otherwise protect the legitimate interests of Tennis NT.