



Cricket Australia 2017-18 Official Hospitality Conditions

1. General

- 1.1 All Hospitality Packages are issued subject to these Cricket Australia 2017-18 Official Hospitality Conditions (**Official Hospitality Conditions**) which together with the Invoice form a binding contract between Cricket Australia (CA) and the Customer commencing on the date of the Invoice (**Confirmation Date**).
- 1.2 In addition to these *Official Hospitality Conditions*, Hospitality Ticket bearers are bound by the terms and conditions contained in or published on tickets and the *Cricket Australia Ticket and Entry Conditions* (as amended by Cricket Australia from time to time) as published at www.cricket.com.au/tickets, exhibited at the Venue or provided upon request, which (subject to clause 4.6) form part of this Agreement.
- 1.3 Any person who fails to comply with the *Cricket Australia Ticket and Entry Conditions* shall be refused admittance to or ejected from the Venue and may be denied the ability to purchase tickets or Hospitality Packages for future matches.
- 1.4 Subject to the terms of this Agreement, CA grants the Customer and Guests the right to use and access the Hospitality Facility during the Designated Times in accordance with this agreement for the purpose of watching the Match and the Customer providing hospitality services to Guests.

2. Payment

- 2.1 The total price of the Hospitality Package (**Total Price**) must be paid by the Customer either:
 - (a) up front in full within 14 days of receipt of this Invoice; or
 - (b) where CA consents in writing on the Invoice (acting in its absolute discretion), in instalment payments of either two or four equal payments in consecutive months as agreed with CA, each within 14 days of receipt of an Invoice for the relevant instalment from CA, or as otherwise agreed in the Invoice by CA.
- 2.2 If payment is not made in accordance with clause 2.1, CA reserves the right to cancel the booking and sell the Hospitality Package to a third party and retain all (or, in its absolute discretion, part) of any payments that have been received.
- 2.3 No Hospitality Tickets will be provided to the Customer until the total Invoice amount has been received in full.
- 2.4 The total Invoice amount includes GST.
- 2.5 Subject to clause 4, all Hospitality Packages are non-refundable.
- 2.6 CA advises, and the Customer acknowledges, that a credit card fee will apply in respect of all credit card purchases. The fees will be Visa/MasterCard/AMEX – 1.41%. These fees are non-refundable.
- 2.7 A postage and handling charge, if applicable, set out on the Invoice is non-refundable.
- 2.8 In the event that, on request of the Customer, CA orders food and beverages over and above any included within the Hospitality Package on behalf of the Customer, the Customer must pay all costs and charges for such food and beverages.

3. Hospitality Tickets

- 3.1 Subject to the Total Price being received by CA, CA will send to the Customer at least 2 weeks prior to the Match a Hospitality Ticket for each Guest, unless the booking is made after that time in which case the Hospitality Tickets will be issued as soon as reasonably practicable or be retained for collection at the Venue on the Match date. Customers must provide an Australian address in order for CA to send the Hospitality Tickets. A postage and handling charge may apply at CA discretion and will be detailed on the Invoice.
- 3.2 The Customer shall be responsible for distributing the Hospitality Tickets to their Guests. No person will be admitted to the Hospitality Facility without a valid Hospitality Ticket. No liability is accepted by CA in the event that a Guest is denied entry to the Hospitality Facility or any other part of the Venue as a result of the Customer's or any Guest's failure to comply with this Agreement.
- 3.3 The Customer shall be responsible for the acts and omissions of the Customer and the Guests while at the Venue, and the Customer will ensure that the Guests understand and comply with all terms of this Agreement (including clause 7) at all times.
- 3.4 Customers must not, and must ensure that Guests do not advertise, auction, or otherwise offer for sale, use as a competition prize, exchange for valuable consideration, assign, licence, bundle with other goods or services or otherwise commercially deal with any of the rights benefits and entitlements contained in this Agreement (including, without limitation the Hospitality Tickets or without the prior written consent of CA's Chief Executive Officer or their nominee).
- 3.5 Any Hospitality Ticket acquired in breach of this Agreement shall be null and void. CA is entitled to confiscate, cancel or invalidate any Hospitality Ticket or Match tickets offered for sale, sold or acquired in breach of this Agreement.
- 3.6 The Customer agrees to provide CA or the catering provider (as directed) with a dietary requirements list, including details of any food allergies, the name and contact number of the Customer's nominated "Host", the names of the Customer's Guests, and any other relevant information at least 2 weeks prior to the Match Date. CA does not guarantee that any of the food or drink products served at each Venue are free from nuts, wheat, lactose or any other allergens.
- 3.7 The Customer acknowledges that CA does not guarantee:
- (a) whether the Match or any play will take place on the Match date;
 - (b) the length of play of the Match; or
 - (c) the identity of the players who will appear in the Match.
- 3.8 Lost or stolen Hospitality Tickets may at CA's discretion be reissued upon payment of a fee of \$50 per ticket. Requests to replace lost or stolen Hospitality Tickets must be made to CA in writing.

4. Cancellation or Rescheduling

- 4.1 Subject to clause 4.2, in the event of cancellation of the Match prior to the day of the Match or cancellation of the Hospitality Package (other than as a result of any act or omission of the Customer or Guests), CA will refund any part of the Total Price that has been paid by the Customer and this Agreement shall be deemed to be terminated.
- 4.2 In the event the Match is rescheduled, CA will, at its election (in its sole and absolute discretion):
- (a) refund to the Customer any part of the Total Price that has been paid (less an administration fee); or
 - (b) provide the Customer with the Hospitality Package at the rescheduled Match.
- 4.3 The Customer acknowledges that:

- (a) the commencement and/or duration of any cricket played on the Match date and the ability of CA to deliver every element of the Hospitality Package (e.g. on ground experience) is dependent upon the weather and other factors that are outside the control of CA; but
 - (b) the hospitality facilities at the Venue are not dependent upon the weather on the Match date and, subject to clause 4.5, will be available for use irrespective of whether a Match is interrupted, suspended or cancelled.
- 4.4 The Customer agrees once access to the Venue is given or made available to persons, the full Hospitality Package will be deemed to have been provided by CA and received by the Customer and the Guests, and accordingly the Customer and the Guests will not be entitled to any refund of the Hospitality Package if access is given and poor weather (or any other factor) causes cancellation or limited play of the Match or results in CA not being able to deliver some elements of the Hospitality Package (e.g. on ground experience). No refund will be provided for Hospitality Packages which cover more than one Match or Match day (such as 'season' packages and the Mark Taylor Club) in the event of any cancellation of any Match or Match day, including if a Match is abandoned, postponed, delayed or shortened for whatever reason including as a result of a wash out.
- 4.5 In the event that CA is obliged to make any material change to a Hospitality Facility or cancel that facility for any reason, CA will use its reasonable endeavours to ensure that alternative arrangements are offered which are of at least equal or a superior standard. In the event that the alternative arrangement offered by CA is not of at least equal or a superior standard then the Customer may elect to:
 - (a) accept the alternative arrangement offered by CA and receive a refund of the difference in the cost between the original Hospitality Package and the alternative arrangement; or
 - (b) receive a refund the part of the Total Price the Customer has paid to CA in which case this agreement will terminate with immediate effect.
- 4.6 The *Cricket Australia 2017-18 National Refund Policy* does not apply to this Agreement.
- 5. Liability**
- 5.1 To the fullest extent permitted by law CA excludes all warranties, terms, conditions or undertakings of any nature and in any form (whether express or implied, written, oral, statutory or otherwise) in relation to the Hospitality Package.
- 5.2 Subject to clause 5.6, CA shall not be liable to the Customer in contract, tort (including negligence) or otherwise arising out of or in connection with this Agreement for (i) any loss of revenues, loss of profits, loss of business or anticipated savings, loss of goodwill and/or reputation or loss arising out of business interruption (whether such losses are direct or indirect) or (ii) any indirect or consequential loss or damage.
- 5.3 Subject to clause 5.6, CA shall not be liable for:
 - (a) any injury whatsoever to the Customer or any Guests, nor for any loss or damage to or theft of their property howsoever such injury, loss or damage may be caused; or
 - (b) any damage, loss, delay or expense incurred by the Customer owing to any event beyond CA's control. Subject to clause 5.4, CA's total liability if such an event arises shall be to use reasonable endeavours to make alternative arrangements, including holding the Match (if applicable) at the next best alternative date or providing alternative hospitality facilities at the Venue pursuant clause 4.5.
- 5.4 CA's maximum liability to the Customer under, or in connection with, this Agreement shall be limited to the amount actually paid by the Customer to CA for the Hospitality Packages.
- 5.5 The Customer shall be responsible for and reimburse CA for any loss, damage, costs and expenses (including, without limitation, loss of profits), that the Customer or its Guests cause, whether within the Hospitality Facility or

elsewhere within the Venue. In the event that the Customer causes such damage or loss, CA shall be entitled to Invoice the Customer and the Customer shall pay such Invoice immediately.

- 5.6 Nothing within this Agreement shall limit or exclude either party's liability for death or personal injury caused by its negligence or for any loss, damage, costs and expenses caused by an act of fraud or which may not lawfully be excluded.

6. Signage, Advertising and Promotions

- 6.1 The Customer must not use the CA logo or any other CA intellectual property without the prior written consent of CA, such consent to be granted in CA's absolute discretion.
- 6.2 No advertising or promotion by a company will be permitted within the Venue without the prior written consent of CA, such consent to be granted in CA's absolute discretion.
- 6.3 No promotional items coordinated by a company in direct conflict with any of CA's sponsors or official suppliers will be permitted within a Venue.
- 6.4 Promotional items that corporate Customers wish to provide their Guests will not be permitted unless CA provides its consent in writing, such consent to be granted in CA's absolute discretion.

7. Hospitality Conduct

- 7.1 The Customer will, and will procure that all Guests dress smartly and otherwise comply with the dress code applicable to their Hospitality Package.
- 7.2 The Customer shall be responsible at all times for the conduct the Guests.
- 7.3 CA reserves the right to refuse admission to a Venue in accordance with the *Cricket Australia Ticket and Entry Conditions*, which includes that all persons must agree to be searched on entry to the Venue.
- 7.4 The Customer will not, and will procure that all Guests do not, engage in any conduct (whether through the use of language, gestures or otherwise) which is likely to offend, insult, humiliate, intimidate, threaten, disparage or vilify any other person (including any player, match official, other official or other patron) on the basis of their race, religion, gender, culture, colour, sexual orientation, descent or national or ethnic origin. If a Hospitality Ticket holder fails to comply with this condition, they may be refused admission to, or evicted from, the Venue without refund or compensation of any kind; and the Hospitality Ticket holder must deliver up any and all tickets in their possession. In addition, each Hospitality Ticket Holder acknowledges that the failure to comply with this condition may result in the imposition of other sanctions (such as being banned from the Venue in the future) and possible further action including criminal prosecution.
- 7.5 All unauthorised persons are prohibited from entering the playing area at all times.
- 7.6 The Customer acknowledges that, pursuant to relevant laws, CA may (or may procure that third parties):
- (a) terminate liquor service at the Hospitality Facility at a certain hour, or at a certain time after completion of the Match on any specific day (notwithstanding that such time may be during the Designated Times);
 - (b) require all Guests to vacate the premises within a certain time after completion of the Match on a specific day (notwithstanding that such time may be during the Designated Times);
 - (c) terminate liquor service at the Hospitality Facility and require the vacation of the Hospitality Facility at an earlier time where it is reasonable to do so (notwithstanding that such time may be during the Designated Times);
 - (d) remove intoxicated and/or disruptive persons (including the Customer's Guests) from the Hospitality Facility and the Venue (including persons causing the Customer to breach this Agreement); and

(e) refuse to serve liquor to a person (including a Guest) under the age of 18 or a person that is intoxicated.

7.7 Under no circumstances is the Customer or Guests permitted to bring their own food or drink into the Hospitality Facility.

8. Termination and expiration

8.1 CA may terminate this Agreement (including refuse entry to you and your Guests to the Match, the Hospitality Facility or the Venue or remove you and your Guests from Match, the Hospitality Facility or the Venue) immediately, without refund, if you breach any term of this Agreement.

8.2 Termination or expiration of this Agreement will not affect the rights or obligations of the parties which have accrued up to the date of expiry or termination or any other rights and obligations which under the terms of this Agreement are expressed to survive or are capable of surviving such expiry or termination.

9. Privacy

9.1 CA may collect personal information about the Customer and Guests necessary for it to perform its obligations under this Agreement and to help promote the Match and future Matches and related or similar events. Unless such persons advise otherwise, the Customer consents on behalf of the Guests to receiving future promotional and marketing material from CA including via electronic messages. CA will use, disclose and manage all personal information in the manner set out in Cricket Australia's privacy policy. To view Cricket Australia's privacy policy go to www.cricket.com.au/privacy-policy.

10. General

10.1 This Agreement sets out the entire understanding between CA the Customer in respect of the subject matter of this Agreement.

10.2 Any issues regarding dispute or interpretation of this Agreement must be resolved in accordance with the laws of the State of Victoria and the parties submit to the jurisdiction of the courts of Victoria.

11. Definitions

11.1 All capitalised terms in this Agreement shall have the following meanings:

Agreement means the agreement between the Customer and CA as described in clause 1.1.

Confirmation Date means the date CA issues the Invoice to the Customer .

Customer means the person or company specified as the customer on the Invoice.

Designated Times means the times for the Hospitality Package nominated by CA in writing.

Guest means the Customer and any person attending the Match using a Hospitality Ticket issued in relation to the Hospitality Package.

Hospitality Facility means the shared or private corporate hospitality facility designated by CA to provide the Hospitality Package.

Hospitality Package means the hospitality package specified on the Invoice.

Hospitality Ticket means any ticket, pass, lanyard, wristband or other document issued by CA allowing entry to the relevant Hospitality Facility at a particular Venue in accordance with the details indicated thereon.

Invoice means the invoice issued by CA to the Customer including the details of the Customer, Hospitality Package and payment and other details, and which forms part of the Agreement.

Match means the cricket match, or relevant day of a Test match, the particulars of which are indicated on the Hospitality Ticket.

Venue means the entire premises of a ground or stadium where a match is scheduled to take place and to which a Hospitality Ticket is required to gain access.