



## 2019-20 Athletics Australia Ticket & Entry Conditions

(Including conditions of Ticket purchase, entry to a Venue and attendance at an Event)

1. In these Conditions:

**"Authorised Person"** means any of Athletics Australia and the Venue owner or hirer and their respective management, staff, officials, representative, officers and volunteers.

**"Conditions"** means the terms and conditions set out in this document, the Venue Regulations and the Ticket Refund Policy which are incorporated into these terms and conditions by reference, together with any amendments or updates to those documents issued by or on behalf of Athletics Australia from time to time;

**"Event"** means an Athletics event forming part of Athletics Australia's 2019-20 season;

**"Ticket"** means a ticket giving entry to an Event or part of an Event in accordance with the details specified on that ticket;

**"Ticket Refund Policy"** means the Athletics Australia or Ticket Bo Refund Policy as applicable to the relevant Event, as amended or updated by Athletics Australia from time to time.

**"Venue"** means the entire premises of a ground or stadium where an Event is scheduled to take place including all areas controlled by the Venue owner or hirer or Athletics Australia and all entrance and exit gates as well as all other official installations and areas;

**"Venue Regulations"** any terms of entry into the Venue prescribed by the Venue hirer or owner to the extent those terms of entry do not conflict with the conditions set out in this document.

### Application of these Conditions

2. I agree that these Conditions are an enforceable contract between Athletics Australia and the person possessing, holding or using a Ticket, entering a Venue or attending an Event ("me" or "I"). In consideration of Athletics Australia providing me:

- a Ticket to an Event; and/or
- the right to attend an Event now or a future Event; and/or
- entry to a Venue,

I agree that I will fulfil and comply with, and cause each person under the age of 18 years of age (or otherwise incapable of giving consent) attending with me or for whom I purchase or provide a Ticket

to be aware of, fulfil and comply with, these Conditions and the rules, regulations and policies of Athletics Australia during the Event.

### **Venue Entry and Requirements**

3. I agree that entry to a Venue to attend an Event requires the presentation of a valid Ticket for that Event that is complete and not defaced or damaged in any way for each person, regardless of age, and only allows the person holding that Ticket to attend the Event from the seat or area specified on the Ticket. If an Event is cancelled or curtailed for any reason (including due to adverse weather conditions), there is no obligation on Athletics Australia to reschedule that Event or, except as otherwise expressly provided in the Ticket Refund Policy, to offer any refund or other compensation.

4. I acknowledge that:

(a) Athletics Australia reserves the right at its reasonable discretion, and with reasonable notice where practicable, to make alterations to the time, date or place of an Event and/or to substitute the seat or area indicated on a Ticket with another position. In the event of a material alteration, I may be entitled to a refund to be determined in accordance with the Ticket Refund Policy.

(b) I am not guaranteed an uninterrupted and/or uninhibited view of an Event from the position provided, and no representation or warranty of any kind is given as to the content or duration of an Event.

(c) Athletics Australia does not guarantee protection from the elements or weather from any seat (including any area(s) allocated for general admission) within the Venue and I acknowledge and accept that I am required to take appropriate care for my sun protection and hydration and for the sun protection and hydration of persons under my care.

5. I acknowledge that entry to the Venue is only permitted where I agree to be searched (including my bags, clothes or other possessions) on entry; and my continued presence in the Venue is only permitted for so long as I agree to be searched (including my bags, clothes or other possessions) whenever requested by an Authorised Person. If I refuse to be searched by an Authorised Person or I am found to have in my possession any prohibited or restricted items described in these Conditions, I may be removed from the Venue at the discretion of Athletics Australia or any other Authorised Person and without any refund or compensation of any kind.

### **Ticket Refund Policy**

6. These Conditions incorporate the Ticket Refund Policy. I acknowledge that I agree to comply with and be bound by the terms of the Ticket Refund Policy.

### **Venue Regulations**

7. In agreeing to these Conditions, I agree to comply with and be bound by the applicable Venue Regulations. If I fail to comply with the applicable Venue Regulations, I may be refused entry to or evicted from the Venue. In the case of any conflict or ambiguity between any term(s) of these Conditions and any term(s) of any of the Venue Regulations, these Conditions will prevail.

### **Restrictions on Transfers and Re-sale**

8. I must not

- (i) re-sell or offer for re-sale at a premium any Ticket to an Event (including via on-line auction or classified sites) or
- (ii) use any Ticket to an Event for advertising, promotional or other commercial purposes (including competitions, trade promotions or travel or hospitality packages) or to enhance the demand for other goods or services, in each case without the prior written consent of Athletics Australia or
- (iii) re-sell any Ticket to an Event to any person who will, or is likely to, re-sell any Ticket at a premium (including via on-line auction or classified sites) or use any Ticket to an Event for advertising, promotional or other commercial purposes (including competitions, trade promotions or travel or hospitality packages) or to enhance the demand for other goods or services, in each case without the prior written consent of Athletics Australia. I am deemed to have made each subsequent Ticket holder expressly aware of the whole of these conditions and I am responsible for ensuring that any subsequent Ticket holder complies fully with these conditions. **SCALPING WARNING:** where a Ticket is offered for sale, sold, transferred, used or disposed of in breach of these Conditions or the terms of the Ticket (and any other Ticket for any Event at any Venue that was purchased by the person who has breached this condition), all the affected Tickets will be cancelled by Athletics Australia without notice and any Ticket holder seeking to use the Ticket may be refused admission to, or evicted from the Venue, by any Authorised Person without refund or compensation of any kind; and the person who has breached this condition must deliver up any and all Tickets in that person's possession at the request of an Authorised Person. In addition, the resale of Tickets in certain circumstances is governed by Ticket sales legislation and may attract criminal penalties.

#### **Prohibited and Restricted Behaviour and Items**

9. I acknowledge that I may not bring into or possess in the Venue any article that is, or an Authorised Person considers or identifies as being, offensive, dangerous, hazardous and/or illegal or that may be used or that may be expected to be used as a weapon or a missile or that may compromise or otherwise interfere with the enjoyment, comfort or safety of (or pose a hazard to) any person or security at the Venue including without limitation:

- (a) alcohol, glass, cans, firearms, weapons, fireworks, animals (other than guide dogs);
- (b) stadium horn (including without limitation, a vuvuzela or caxirola), loud hailer or similar device;
- (c) any camera tripods, monopods, lenses with a total focal strength of greater than 200mm or commercial digital video equipment or any mobile phones or smart phones (including iPhones, Androids, etc.) or photographic, video or sound recording equipment (including lenses and digital video equipment) for any purpose other than private, non-commercial and non-promotional purposes.

10. I must not enter the playing field at the Venue at any time without prior written consent from Athletics Australia and if I enter the playing field without such consent I acknowledge that I will be prosecuted.

11. I acknowledge that a person who is considered by an Authorised Person to be affected by the consumption of alcohol or drugs in any way may, in any Authorised Person's sole discretion, be refused entry to, or evicted from, the Venue. If I am refused admission to, or evicted from, the Venue by any Authorised Person because I am considered to be affected by the consumption of alcohol or drugs in any way, I will not be entitled to any refund or compensation of any kind.

12. I must comply with the law. I must not conduct myself in a way that results in Athletics Australia or any Authorised Person breaching the law. I will at all times comply with all instructions from any Authorised Person and all police officers and security officers. If I fail to comply with any instructions from an Authorised Person, police officer or security officer, I may be refused admission to, or be evicted from the Venue, by any Authorised Person, police officer or security officer without refund or compensation of any kind. I acknowledge that the failure to comply with an instruction may breach legislation and I may be subject to criminal penalties.

14. I will not

- (i) wear or otherwise display commercial, political, religious or offensive signage or logos, or
- (ii) engage in ambush marketing, or
- (iii) sell or distribute any goods or services or any other matter or thing, or
- (iv) collect money or orders from other person at the Venue for goods or services, or
- (v) distribute political, religious, advertising or promotional material, in each case without the prior written consent of Athletics Australia. I acknowledge that the failure to comply with this condition may breach legislation and may attract criminal penalties.

15. I will 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, event official, other official or other patron) on the basis of their gender, race, religion, culture, colour, sexual orientation, descent or national or ethnic origin. If I fail to comply with this condition, I may be refused admission to, or evicted from, the Venue by any Authorised Person without refund or compensation of any kind; and I must deliver up any and all Tickets that I have in my possession at the request of an Authorised Person. In addition, I acknowledge 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.

16. I must not to do any of the following in or around the Venue:

- (a) post, stick or place or attempt to post, stick or place any poster, placard, bill, banner, print, paper or any advertising material on any building structure, fence, tree or cordon without the prior written consent of Athletics Australia;
- (b) misuse, deface, damage, remove from the Venue or tamper with or attempt to misuse, deface, damage, remove from the Venue or tamper with any building, seat, chair, toilet, sink, table structure, vehicle, craft, truck, pipe, tap, tap fitting, conduit, electrical equipment, wiring or sign or excavate or cause to be excavated any part of the area used for any of the Event or other activities at the Venue;
- (c) deposit litter, except in a receptacle provided for that purpose;
- (d) throw or attempt to throw any stone, bottle, projectile or other object;
- (e) disrupt, interrupt or behave in any manner that may disrupt or interrupt any of the Event or other activities at the Venue, distract, hinder or interfere with a player, interfere with the comfort of other patrons on their enjoyment of any of the Event or other activities at the Venue, including by the way of participation, in any manner, in a 'Mexican wave';

- (f) disrupt, interrupt or behave in any manner that may disrupt or interrupt any accredited camera operator or other accredited broadcast personnel, accredited commentator or accredited media (including photographers on or off the field) or any other accredited official at the Venue;
- (g) use indecent or obscene language or threatening or insulting words, or otherwise behave in a threatening, abusive, riotous, indecent or insulting manner;
- (h) interfere with, obstruct or hinder Athletics Australia or its employees, agents or contractors in the exercise of their powers, functions or duties;
- (i) smoke in areas within the Venue nominated as non-smoking; and/or
- (j) inflate, or cause to inflate, any balloon, beach ball, receptacle, device or structure without the prior written consent of Athletics Australia.

17. I acknowledge that, without prejudice to, and without limiting, any other rights which Athletics Australia or any other Authorised Person may have, that if I contravene any of the Conditions (in the reasonable opinion of Athletics Australia and/or an Authorised Person) I may:

- (a) be refused entry to the Venue by an Authorised Person without any refund or compensation of any kind;
- (b) be ejected from the Venue by an Authorised Person without any refund or compensation of any kind;
- (c) have my Ticket confiscated and/or cancelled and any other Tickets held for any other Events cancelled without refund or compensation of any kind;
- (d) have sanctions imposed against me, including but not limited to being banned, prohibited or disqualified from purchasing Tickets for, or entering into any Event or other function played, promoted or conducted under the auspices of Athletics Australia (including any International Event)
- (e) have legal action taken against me in connection with any contravention (including criminal prosecution).

18. I must not

- (i) use any electronic device (including any smart phone, mobile phone, tablet, laptop computer or other kind of communication device) to engage in any online betting activities in relation to the result, progress, conduct or any other aspect of an Event taking place at the Venue, including but not limited to ball-by-ball spread betting and/or the use of betting exchanges; or
- (ii) use any electronic device (including any smart phone, mobile phone, tablet, laptop computer or other kind of communication device) to communicate or transmit any form of commentary, data or other material in relation to an Event taking place at the Venue for any commercial purposes (including sports betting or gambling); or
- (iii) in any way, or seek to in any way, improperly influence by any means whatsoever the result, progress, conduct or any other aspect of any Event taking place at the Venue or offer to any third party any bribe or other reward to engage in such activities. If I am suspected by an Authorised Person of acting or assisting someone acting in breach of this condition I am deemed to have unconditionally accepted and agreed that I will fully cooperate with any enquiries made by Athletics Australia and any relevant police and crime prevention authorities (including by providing my name and address, an explanation for my suspicious conduct, and being photographed and/or filmed by an

Authorised Person), for the purposes of any criminal investigations or other legal proceedings and/or in connection with any investigation into a potential breach of this condition or domestic or international Athletics anti-corruption rules.

### **Media and Recordings**

19. I must not

- (i) make any video or sound recording or take any photograph for anything other than private, noncommercial and non-promotional purposes or
- (ii) sell, license, disseminate, reproduce or otherwise publish (including via Twitter, Instagram or Facebook or any other social media site), whether in whole or in part, any video or sound recordings or photographs taken or made inside the Venue (or permit such) without the prior written consent of Athletics Australia.

20. I must not broadcast or narrowcast by any means whatsoever (including, without limitation, by way of mobile phone or smart phone, modem or other wireless device) any images, sounds, data, results or commentary of, or concerning, any part of an Event or other activities at the Venue without the prior written consent of Athletics Australia.

21. I acknowledge that Athletics Australia is the sole owner of the copyright and any other intellectual property rights of any nature whatsoever in and to any recordings of sound made or images taken within a Venue, including future rights to such recordings or to any works derived from such recordings that is not a video or sound recording or photograph taken for only private, noncommercial and non-promotional purposes. I unconditionally and irrevocably assign to Athletics Australia all rights, including copyright and other intellectual property rights, in any recordings of sound made or images taken by me within a Venue that is not a video or sound recording or photograph taken for only private, non commercial and non-promotional purposes.

22. I consent to

- (i) the recording of my image, likeness and/or voice by any means (including but not limited to video, audio and visual recordings by television cameras and photographers) (together "Images"); and
- (ii) the use of the Images at the Venue, including display on vision screens throughout the Event; and
- (iii) the commercial exploitation, throughout the world, of the Images by any means by Athletics Australia and its commercial partners (including without limitation the International Athletics Council and any official sponsor, official supplier, broadcaster or licensee), all without compensation of any kind.

### **Risks, Waiver & Indemnity**

23. I have read and understood each of the Risks of Attendance described below. I also understand that attending the Venue and an Event has inherent and obvious risks. I accept all of the risks of attendance and all inherent and obvious risks from attending the Venue and an Event. I voluntarily assume all of the risks involved in attending the Venue and an Event, whether or not described in these Conditions.

**The risks of attendance at an Event or Venue include (but are not limited to):**

- Collision with a Athletics implement/device, person or other fixed or moving objects;
- Falling on the stairs, escalators, chairs or floors of the Venue because they are wet or damaged or have rubbish lying on them;
- The failure or unsuitability of facilities at the Venue (including grand-stands, fences and guard rails);
- Being exposed to the sun, rain, wind or storm without any protection from the elements;
- Acts of violence and other harmful acts (whether intentional or inadvertent) committed by persons attending the Venue or an Event; and
- Being exposed to bright and flashing lights, fireworks and loud noises.

**By attending at an Event or Venue you are at risk of suffering (among other things):**

- Broken bones or joint or limb injury;
- Blackout or fainting;
- Burns, sunburns, cuts and abrasions; and
- Damage to your clothes and personal equipment.

24. I acknowledge that attending the Venue and an Event may cause me personal injury, death or property damage as a result of which I may suffer loss of income (salary, wages, etc), financial loss or other forms of economic loss. I agree that I am solely responsible for any of these losses without being able to make or seek any recovery from Athletics Australia or any other Authorised Person. I release and indemnify Athletics Australia and the other Authorised Persons for any loss of income (salary, wages, etc), financial loss or other forms of economic loss that I may suffer or incur.

25. I am responsible for any damage I cause to anybody else, and any damage I cause to my property or to someone else's property. I indemnify Athletics Australia and the other Authorised Persons in respect of any liability or claim made against Athletics Australia or the other Authorised Persons as a consequence of, in relation to, or in any way arising out of my conduct or attendance at the Venue or the Event.

26. Athletics Australia and the other Authorised Persons acknowledge that each indemnity and exclusion of liability in this document is subject to any law which forbids that indemnity or exclusion of liability including the Australian Consumer Law (which is part of the Competition and Consumer Act 2010 (Commonwealth)) and the Fair Trading Act (or similar legislation) of each State or Territory of Australia. Athletics Australia and the other Authorised Persons acknowledge that each indemnity and liability in this document is amended to the extent that any right under the Australian Consumer Law and the Fair Trading Act (or similar legislation) of each State or Territory of Australia cannot be excluded.

27. I acknowledge that where there is a breach of the Australian Consumer Law or the Fair Trading Act (or similar legislation) of each State or Territory of Australia by Athletics Australia or the other Authorised Persons in respect of which the exclusions or indemnities in this document are prohibited from applying, to the extent that it is reasonable, my rights to refund or any other compensation are limited to

- (i) refund of the purchase price of the Tickets held by me that were or are affected by the breach; and or

(ii) the provision of equivalent goods and services as those that were to be provided to me for the Tickets held by me that were or are affected by the breach.

#### **Miscellaneous**

28. I assign, vest and transfer to Athletics Australia any fee, remuneration, commercial advantage or any other financial benefit whatsoever received from, or agreed to be received from, or permitted by, any person that is related to, or as a result of, my breach of any of the Conditions.

29. I acknowledge that Athletics Australia reserves the right to make amendments to the conditions in this document from time to time at Athletics Australia's sole discretion and without notice. A full copy of the these ticket terms and conditions

(as amended, if appropriate) are available on Athletics Australia's website [www.Athletics.com.au](http://www.Athletics.com.au) and from Athletics Australia on request.

30. I acknowledge that the conditions in this document and any dispute or claim arising out of or in connection with the conditions will be governed by and interpreted in accordance with the law of Victoria, Australia. Any dispute arising from or in connection with the conditions in this document or my attendance at an Event or the Venue will be submitted to the non-exclusive jurisdiction of the courts of Victoria, Australia.

31. I acknowledge that Athletics Australia may use any personal information received by Athletics Australia from a Ticket agent in accordance with the Athletics Australia Privacy Policy and the relevant Ticket agent's privacy policy, which can be viewed on the Athletics Australia website [www.athletics.com.au](http://www.athletics.com.au) and the relevant Ticket agent's website. The Athletics Australia Privacy Policy details how Athletics Australia uses and discloses personal information, how a Ticket holder can access and/or correct their personal information and how a Ticket holder can make a complaint about Athletics Australia's use or disclosure of personal information.

**By Order of Athletics Australia**