

# TICKET AND ENTRY CONDITIONS

## Key words you'll need to know

1. What these terms mean:

**Authorised Person** means any of Cricket Australia, 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 mentioned in these terms and conditions, and/or any amendments or updates to those documents issued by or on behalf of Cricket Australia from time to time.

**Match** means a cricket match forming part of Cricket Australia's cricket season.

**Privacy Policy** means the Cricket Australia Privacy Policy (as amended or updated by Cricket Australia from time to time), a copy is available at <https://www.cricket.com.au/privacy>.

**Ticket** means a ticket giving entry to a Match or part of a Match.

**Ticket Refund Policy** means the Cricket Australia Refund Policy for the relevant Match (as amended or updated by Cricket Australia from time to time, a copy is available at <https://www.cricket.com.au/tickets/terms-and-conditions>)

**Venue** means the entire premises of a ground or stadium where a Match is scheduled to take place, including all areas controlled by the Venue owner or hirer or Cricket Australia.

**Venue Regulations** any terms of entry into the Venue prescribed by the Venue hirer or owner, to the extent they don't conflict with these Conditions.

## How these Conditions apply to you

2. I agree that these Conditions are an enforceable contract between Cricket Australia and myself if I have;

- (a) a Ticket to a Match;
- (b) the right to attend a Match now or a future Match; and/or
- (c) entry to a Venue.

I agree that I will abide by these conditions and ensure that anyone under the age of 18 years of age (or otherwise incapable of giving consent) whom I buy or provide a ticket for, will also comply.

## COVID-19

3. When entering the Venue I agree to be subject to any COVID-19 measures (depending on the current Government safety requirements, directions or guidelines which will change from time to time) including;

- (a) a temperature check and if my temperature is above the recommended limits imposed by CA or a relevant health authority, or if I show symptoms that may put others at risk, or endanger or impact on public health, I agree that Cricket Australia reserves the right to refuse me entry or remove me from the Match;
- (b) giving my contact details for COVID-19 contact tracing purposes; and
- (c) providing a declaration and answering any questions relating to COVID-19.

4. When I enter the Venue I agree that I will:

- (a) practice the required social distancing and good hand hygiene;
- (b) follow any seating or operational arrangements required by CA; and
- (c) let someone from Cricket Australia or the Venue know if I begin to feel ill or develop any COVID-19 symptoms (including fever, cough, sore/scratchy throat or shortness of breath). Cricket Australia reserves the right to refuse me entry or remove me from the Match.

5. I acknowledge that it is strongly recommended that I download the Australian Government's COVIDSafe App onto my mobile phone before attending any Match, and make sure that the COVIDSafe App and Bluetooth is active while I am at the Venue.

6. By buying tickets to a Match, I acknowledge that even with capacity and control measures in place at Matches, there remains a risk of transmission of viral illness including COVID-19. By attending the Match, I acknowledge and accept these obvious risks. I will also let any of my guests know this information and make sure they accept these risks

7. If I don't comply with any directions of Cricket Australia or representatives of the Venue, I understand that I may be refused entry or removed from the Match.

## Venue Entry and Requirements

8. I agree that a valid Ticket is needed for every Match, and that this shouldn't be defaced or damaged in any way. The ticket must not have been purchased through an unauthorised third party. A ticket only allows the person holding it to attend the Match in the seat or area specified on the Ticket. If a Match is cancelled, shortened or delayed for any reason (including for bad weather) there's no obligation on Cricket Australia to reschedule that Match or offer a refund unless the Ticket Refund Policy says this.

9. I acknowledge that:

- (a) Cricket Australia can, with reasonable notice, make alterations to the time, date or place of a Match and/or substitute the seat or area indicated on a Ticket with another position. If so, I will only be entitled to a refund if the Ticket Refund Policy allows it.
- (b) I'm not guaranteed a complete or unobstructed view of a Match from any area, and Cricket Australia have no control over the content or duration of any Match.
- (c) I can't be guaranteed protection from the elements or weather from any seat and it's up to me to have adequate sun protection, hydration and appropriate clothing for me and any guests.

10. I agree to be searched (including my bags, clothes or other possessions) on entry, and at any time while in the Venue, by an Authorised Person. If I refuse to be searched by an Authorised Person or if I'm found to have any prohibited or restricted items described in these Conditions in my possession, I may be removed from the Venue without any refund or compensation.

## Ticket Refunds

11. These Conditions incorporate the Ticket Refund Policy which I have read and understood. I acknowledge that I, and all of my guests, agree to comply with and be bound by the terms of the Ticket Refund Policy.

## Venue Regulations

12. These Conditions incorporate the Venue Regulations. I acknowledge that I, and all of my guests, agree to comply with and be bound by the terms of the 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 prevail.

## Child, Family and Concession Tickets

13. This section "Child, Family and Concession Tickets" applies only in respect of tickets purchased to Cricket Australia international matches scheduled to be played by the Australian senior cricket teams and including without limitation test matches, one-day and 20-over international matches (including Prime Minister's XI) scheduled to be played as part of Cricket Australia's official international cricket season (*International Matches*). For the avoidance of doubt, section does not apply to men's or women's BBL, or Sheffield Shield matches. Please refer to the relevant men's BBL, women's BBL or Sheffield Shield team's policy on child, family and concession tickets for further information.

14. Children up to and including 15 years old on the day of the match can buy a child ticket to International Matches. If a child price ticket isn't available for a certain category of ticket the concession price will apply.

- (a) Concession tickets need proof of eligibility (both at the time of purchase and entry to the Venue), including:
- (b) A Department of Veterans' Affairs card, TPI or Department of Veterans' Affairs issued Pensioner Concession Card \*
- (c) Commonwealth Senior Health Care Card
- (d) Pensioner Concession Card (PCC) \*
- (e) Health Care Card (HCC) \*
- (f) Full time secondary or tertiary student cards \*\*

\* *Cardholders only (not their dependents listed on the card) are entitled to the concession price for a ticket.*

\*\* *Excluding student cards from institutions based outside of Australia.*

**15.** Cricket Australia supports the Companion Card program and will provide an extra admission ticket for the companion of the cardholder at International Matches for no charge – but only if the cardholder’s ticket is purchased at the same time. (Please note this doesn’t apply for tickets bought online as the Companion Card must be sighted at time of purchase).

**16.** A family ticket consists of 2 adult tickets and 2 child tickets (see clause 14 for applicable age restrictions). Those individuals attending as a family do not need to be related to each other.

### Restrictions on Transfers and Re-sale

**17.** Subject to clause 18 below, I must not:

(a) re-sell or offer for re-sale at a premium any Ticket to a Match (including via on-line auction or classified sites);

(b) use any Ticket to a Match 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 Cricket Australia; and/or

(c) re-sell any Ticket to a Match 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 a Match 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 Cricket Australia. If I do sell or give away a ticket, it’s my responsibility to make each subsequent

Ticket holder aware of these conditions and I am responsible for ensuring that any subsequent Ticket holder complies fully with these conditions.

**18.** A Ticket may only be resold for a premium via Cricket Australia’s nominated ticket resale platform(s), and any sale value will be limited to 10% above the original purchase price of the Ticket. In respect of Tickets which have been purchased via Ticketek, the nominated ticket resale platform is Ticketek Marketplace (<https://marketplace.ticketek.com.au/>).

### Scalping

**19.** Where a Ticket is offered for sale, sold or transferred in breach of these Conditions, all affected Tickets (including any other Ticket for any Match at any Venue that was purchased by the person who has breached these Conditions) will be cancelled by Cricket Australia without notice. The Ticket holder may also be evicted from the Venue without any refund or compensation. Any person who has breached these conditions must deliver up any and all Tickets in that person’s possession at the request of an Authorised Person.

### Ensuring a great day for everyone

**20.** I acknowledge that I may not bring into or carry in the Venue:

(a) any item that is, or an Authorised Person considers or identifies as being, offensive, dangerous, hazardous and/or illegal or that could be used as a weapon or a missile, or that may compromise or interfere with the enjoyment, comfort or safety of (or pose a hazard to) any person or security at the Venue;

(b) alcohol, glass, cans, firearms, weapons, fireworks, animals (other than guide dogs or other assistance animals required for medical reasons as documented in a medical certificate);

(c) stadium horns (including without limitation, a vuvuzela or caxirola), loud hailers or similar devices;

(d) any camera tripods, monopods, or commercial digital video equipment; and/or

(e) 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.

**21.** I won’t enter the playing field at the Venue at any time without permission in writing from Cricket Australia, or I could be prosecuted.

**22.** I may be refused entry to, or evicted from, the Venue if I am, or considered by an Authorised Person to be, under the influence of alcohol or drugs and cannot claim any refund or compensation.

**23.** I must comply with the law at all times, as well as any instructions from any Authorised Person and all police officers and security officers. If I fail to comply with this clause, I may be refused admission or be evicted from the Venue, without any refund or compensation. Criminal penalties may apply for serious offences.

**24.** I must not promote myself or any good or service as being associated with Cricket Australia without prior written consent from Cricket Australia.

**25.** I will not:

(a) wear or otherwise display commercial, political, religious or offensive signage or logos;

(b) engage in ambush marketing;

(c) sell or distribute any goods or services or any other matter or thing;

(d) collect money or orders from other person at the Venue for goods or services; and/or

(e) distribute political, religious, advertising or promotional material, in each case without the prior written consent of Cricket Australia. I acknowledge that the failure to comply with this condition may breach legislation and could attract criminal penalties.

**26.** I agree that everyone is there to watch the sport we love – so I will not engage in any conduct (whether through the use of language, gestures or otherwise) which is likely to offend, injure, insult, humiliate, intimidate, threaten, disparage or vilify any other person (including players, match officials, other officials or spectators) on the basis of their race, religion, culture, colour, descent, nationality, ethnic origin, sex, gender, sexual orientation, disability, marital status and/or maternity status. If I fail to comply with this condition, I may be refused admission to, or evicted from, or banned from the Venue by any Authorised Person without any refund or compensation. I must also deliver up any and all Tickets that I have in my possession at the request of an Authorised Person

**27.** I must not do any of the following in or around the Venue:

(a) post or place, or attempt to post or place, any posters, placards, bills, banners, print, papers or any advertising material on any building structure, fence, tree or cordon without the prior written consent of Cricket Australia;

(b) misuse, deface, damage, tamper with or remove from the Venue (or attempt to do the same) any building, seat, chair, toilet, sink, table structure, vehicle, craft, truck, pipe, tap, tap fitting, conduit, electrical equipment, wiring or sign or any other part of the Venue or cause to be excavated any part of the area used for any of the Matches or other activities at the Venue;

(c) deposit litter, except in the bins provided;

(d) throw, or attempt to throw, any stone, bottle, projectile or other object;

(e) disrupt or interrupt or behave in any manner that may disrupt or interrupt any of the Matches 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 Matches or other activities at the Venue (as determined by Cricket Australia in its discretion);

(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, violent, abusive, riotous, indecent or insulting manner;

(h) interfere with, obstruct or hinder Cricket Australia or its employees, agents or contractors in the exercise of their powers, functions or duties;

(i) conduct public surveys or opinion polls, solicit money, donations or subscriptions from members of the public, without the written consent of Cricket Australia;

(j) smoke in areas within or outside the Venue nominated as non-smoking; and/or

(k) inflate, or cause to inflate, any balloon, beach ball, receptacle, device or structure without the prior written consent of Cricket Australia.

**28.** I also agree that I must not:

(a) 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 a Match taking place at the Venue, including but not limited to ball-by-ball spread betting and/or the use of betting exchanges;

(b) 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 a Match taking place at the Venue for any commercial purposes (including sports betting or gambling); and/or

(c) in any way, or attempt to, improperly influence by any means whatsoever the result, progress, conduct or any other aspect of any Match 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 Cricket Australia, the International Cricket Council, official cricket authorities 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 cricket anti-corruption rules.

### Media and Recordings

**29.** I must not for anything other than private, non-commercial and non-promotional purposes:

(a) make any video or sound recording or take any photograph; or

(b) sell, license, share, publish, disseminate or reproduce (or permit such), whether in whole or in part, any recordings taken or made inside the Venue (including, without limitation, photographs, video recordings, data recordings or sound recordings), without the prior written consent of Cricket Australia. If I make any video or sound recording, or take any photograph at or in relation to a Match (Recording), I agree that I:

(c) assign all copyright and all other intellectual property in any such Recording to Cricket Australia; and

(d) consent to use by Cricket Australia of the Recording for any purpose in any media worldwide.

Recordings must not be obscene, abusive, defamatory, offensive or threatening (as determined by Cricket Australia in its discretion).

**30.** I must not broadcast or share by any means whatsoever any images, sounds, data, results, commentary or any other part of a Match or other activities at the Venue without the prior written consent of Cricket Australia.

**31.** I acknowledge that Cricket 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, non-commercial and non-promotional purposes. I unconditionally and irrevocably assign to Cricket 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.

**32.** I consent to:

(a) 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, the Images);

(b) the use of the Images at the Venue, including display on vision screens throughout the Match; and

(c) the unlimited and worldwide commercial use, on a perpetual basis, of the Images by any means by Cricket Australia and its commercial partners (including without limitation the International Cricket Council and any official sponsor, official supplier, broadcaster or licensee), all without any compensation.

## Risks, Waiver and Indemnity

**33.** Attending any game has its risks – and I accept all of the inherent and obvious risks from attending the Venue and a Match, and voluntarily assume all of the risks involved in attending the Venue and a Match, whether or not described in these Conditions. I acknowledge and agree that the risks of attendance at a Match or Venue include (but are not limited to):

Collision with a cricket ball, 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 a Match.

Being exposed to bright and flashing lights, fireworks and loud noises.

By attending at a Match or Venue, I acknowledge that I am at risk of suffering (among other things):

Broken bones or joint or limb injury.

Blackout or fainting.

Burns, sunburns, cuts and abrasions.

Damage to your clothes and personal equipment.

**34.** I acknowledge that attending the Venue and a Match 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 Cricket Australia or any other Authorised Person. I release and indemnify Cricket 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.

**35.** 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 – and I indemnify Cricket Australia and the other Authorised Persons in respect of any liability or claim.

**36.** Cricket Australia and the other Authorised Persons acknowledge that each indemnity and exclusion of liability in this document is subject to, and operates to only to extent permitted by, applicable laws. Cricket 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 (or similar legislation) of each State or Territory of Australia cannot be excluded.

**37.** Where there is a breach of the Australian Consumer Law (or similar legislation) of each State or Territory of Australia by Cricket 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:

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

(b) 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.

## Restricted View Seating

**38.** A seat will be defined as restricted view if a minimum of 20% of the patron's view of the ground is impaired due to the position of the seats, or where an object is positioned in the line of sight of the ground (based on the height of an average adult) – for example, a handrail, speaker, camera, or venue infrastructure etc. Whether a seat is restricted view will be determined by Cricket Australia in its sole discretion.

## Miscellaneous

**39.** I assign, vest and transfer to Cricket 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.

**40.** I acknowledge that Cricket Australia reserves the right to make amendments to the conditions in this document from time to time at Cricket Australia's sole discretion and without notice. An up to date version of the these ticket terms and conditions are available on Cricket Australia's website [www.cricket.com.au](http://www.cricket.com.au) and from Cricket Australia on request.

**41.** 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 laws of Victoria, Australia. Any dispute arising from or in connection with the conditions in this document or my attendance at a Match or the Venue will be submitted to the non-exclusive jurisdiction of the courts of Victoria, Australia.

**42.** I acknowledge that Cricket Australia may use any personal information received by Cricket Australia from a Ticket agent (including but not limited to Ticketek and Ticketmaster) in accordance with the Privacy Policy and the relevant Ticket agent's privacy policy (which is available on the relevant Ticket agent's website). The Privacy Policy details how Cricket 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 Cricket Australia's use or disclosure of personal information.

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

(a) be refused entry to the Venue by an Authorised Person without any refund or compensation;

(b) be ejected from the Venue by an Authorised Person without any refund or compensation;

(c) have my Ticket confiscated and/or cancelled and any other Tickets held for any other Matches 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 Match or other function played, promoted or conducted:

(i) under the auspices of Cricket Australia (including, without limitation, any Test Match, One Day International Match, Twenty20 International Match or domestic 4-day, one-day or 20-over match, anywhere in Australia);

(ii) under the auspices of the International Cricket Council, any other member of the International Cricket Council; or

(iii) at the Venue; and/or

(e) have legal action taken against me in connection with any contravention (including without limitation criminal prosecution).