

RUGBY AU HOSPITALITY TERMS AND CONDITIONS

Upon payment of part or all of the tax invoice (**Invoice**) sent to the company named on the tax invoice (**Client**) by Rugby Australia Ltd ABN 36 002 898 544 (**Rugby AU**) or its Agent (as defined below), these terms (including any incorporated terms), form a legally binding contract (**Agreement**) between the Client and Rugby AU. This Agreement sets out the terms on which the Client will acquire, and Rugby AU or its Agent will supply, the Rugby Hospitality Package in relation to Rugby match/es and/or event/s conducted under the auspices of Rugby AU (each an **Event**).

1. **Agent** means Rugby AU's hospitality program partner, Sport & Entertainment Limited ACN 078727 938 (**SEL**), and its relevant subagents as authorised by SEL or Rugby AU.
2. **Client** means the person, company or entity that has requested, whether directly or through a representative, a Rugby Hospitality Package.
3. **Rugby AU** means Rugby Australia Ltd ABN 36 002 898 544.
4. **Rugby Hospitality Package** means the hospitality package supplied by Rugby AU (or its Agent on behalf of Rugby AU) to the Client to the Event specified in the Invoice.
5. Rugby AU (or its Agent on its behalf) may accept or reject any booking for a Rugby Hospitality Package in its absolute discretion. Rugby AU's acceptance of such a booking may only be deemed if Rugby AU (or its Agent) explicitly confirms acceptance in writing or issues the Client an Invoice relevant to the booking. Once the booking is accepted, the Client may not cancel the booking or terminate this Agreement (subject to paragraph 9 below).
6. The Client must pay Rugby AU or the Agent the Rugby Hospitality Package price in full to ensure receipt of tickets to the Event.
 - a. Subject to paragraph 6(b) below, for SVNS Hospitality Packages, the Client must make payment in full at the time of booking.
 - b. Subject to paragraph 6(b) below, for all other Event Hospitality Packages the Client must pay:
 - i. a minimum 50% deposit at time of booking / or within 48 hours (**First Instalment**); and
 - ii. the balance of the invoice no later than 12 weeks before the Event.
 - c. For payments where a Rugby Hospitality Package is purchased within 12 weeks or less of an Event, the Client must make payment in full.
 - d. For payments made via Rugby AU's website, the Client must make payment in full.
 - e. Cheques will only be accepted where cleared funds are received by Rugby AU or the Agent at least 10 days prior to the Event.
7. Rugby AU or the Agent (as relevant) reserves the right to cancel any booking that has not been paid in accordance with paragraph 6 above and, without further notice, allocate the booking to a third party.
8. The Client must:
 - a. confirm all details of its requirements at least 30 days before each Event (or upon booking where a Rugby Hospitality Package is purchased less than 30 days before an Event) including total guest numbers and dietary requirements;
 - b. not erect, fix or display any goods, materials, advertisements or promotional material in, on or around the Event venue, without the prior written consent of Rugby AU or the Agent;
 - c. comply with all reasonable directions given by Rugby AU or the Agent from time to time (and the obligations referred to in Rugby AU's privacy policy referred to in paragraph 14 below); and
 - d. comply with all ticket conditions specified on or in relation to tickets issued as part of the Rugby Hospitality Package.
9. If the purchase of the Rugby Hospitality Package is cancelled by the Client, or cancelled by Rugby AU or the Agent in accordance with paragraph 7, the following cancellation charges apply:
 - a. where cancellation is made more than 12 weeks (84 days) before the Event, Rugby AU or the Agent will retain 50% of the Rugby Hospitality Package price (i.e. the First Instalment), and to the extent any such amount has not been paid by the Client, any such unpaid amount will be a debt immediately due and payable by the Client to Rugby AU or the Agent; or
 - b. where cancellation is made 12 weeks (84 days) or less before the Event, Rugby AU or the Agent will retain the full amount of the Rugby Hospitality Package price, and to the extent any such amount has not been paid by the Client, any such unpaid will be a debt immediately due and payable by the Client to Rugby AU or the Agent.

Cancellation or alterations of bookings will be accepted or rejected at the sole discretion of Rugby AU or the Agent. If the Client wishes to alter or cancel the booking, it must request any such alteration or cancellation in writing to Rugby AU or the Agent.
10. Following receipt of full payment for the Rugby Hospitality Package, Rugby AU or the Agent will distribute hospitality tickets/passes and event information (in such format and/or on such platform as it determines (including the Rugby AU ticketing app) to the Client approximately 7 days before each Event. The Client and each subsequent holder of a ticket/pass acknowledge that they will be required to download and use the Rugby AU ticketing app to receive, access and/or use their tickets/passes and associated event information
11. It is an essential condition of this Agreement and of the right of admission to the Event conferred on the holder of a Ticket that the Client and each subsequent holder of the Ticket agrees with Rugby AU and the Agent that it will comply with the Rugby Australia Ticket & Entry Terms and Conditions as set out in Schedule A and any terms and conditions applicable to the Rugby Australia ticketing app.
12. Tickets/passes forming part of a Hospitality Package must not be offered, resold, transferred, or otherwise dealt with, whether via a resale platform or by any other means, except in accordance with these terms and conditions or with the prior written consent of Rugby AU.
13. Except for those required or implied by legislation, Rugby AU or the Agent gives no express warranty in relation to products and services supplied to the Client, and the Client acknowledges that it has not relied on any representation or warranty made by or on behalf of Rugby AU or the Agent. Certain legislation (including the *Competition and Consumer Act 2010* (Cth)) may imply conditions and warranties into these terms and conditions. To the extent that such conditions and warranties may lawfully be excluded, all such conditions and warranties are expressly excluded. The liability of Rugby AU or the Agent under or arising out of the supply of goods and services for breach of any term, condition or warranty implied in or imposed upon the supply of goods and/or services by legislation, shall be limited, at the option of Rugby AU or the Agent to:
 - a. If the breach or liability relates to goods:
 - i. the replacement of the goods or the supply of equivalent goods; or
 - ii. the payment of the cost of replacing the goods or of acquiring equivalent goods;
 - b. if the breach or liability relates to services;
 - i. the supplying of the services again; or
 - ii. the payment of the cost of having the services supplied again.

Except as expressly provided above, Rugby AU and the Agent shall not be under any liability to the Client in respect of any loss or damage (including consequential or indirect loss or damage or loss of profits) however caused, which may be suffered or incurred or

which may arise directly or indirectly in respect of the Rugby Hospitality Package, any services supplied by Rugby AU or the Agent or the failure of Rugby AU or the Agent to comply with these terms and conditions.

14. Rugby AU and the Agent exclude all liability to the Client in tort (including negligence) or bailment for acts or omissions of Rugby AU, the Agent, and their employees and contractors arising out of or in relation to the Rugby Hospitality Package, any delay or other failure in supplying goods or services for this Agreement.
15. If the Client fails to comply with the terms and conditions of this Agreement, Rugby AU or the Agent may, without limiting any of its other rights, cancel the Client's booking and/or deny associated Ticket holders' admission to the Event(s).
16. Personal information collected by Rugby AU or the Agent in connection with the purchase of the Rugby Hospitality Package by the Client will be stored and used in accordance with the *Privacy Act 1988* (Cth)) (**Privacy Act**) and Rugby AU's Privacy Policy, available at: <https://australia.rugby/privacy>. The Client must provide all notifications and obtain all consents required by the Privacy Act to enable Rugby AU to collect and otherwise handle information about individuals lawfully, as required for Rugby AU or the Agent's business (including marketing), and without taking any further steps. This may require the Client to inform those third parties of the matters set out in Rugby AU's Privacy Policy or of other matters advised by Rugby AU or the Agent to the Client from time to time.
17. The Client acknowledges and agrees the Event and Rugby Hospitality Package may be subject to changes because of circumstances outside of the reasonable control of Rugby AU or the Agent. The parties will act in good faith in endeavouring to overcome any such changes by mutual agreement, (which may include agreeing to reasonable adjustments), so the Rugby Hospitality Package may be delivered as close as reasonably possible to originally intended. Notwithstanding the foregoing, Rugby AU or the Agent may cancel part or all of the Rugby Hospitality Package if provision of it is impossible or impracticable due to an event(s) out of Rugby AU or the Agent's reasonable control (including epidemic, pandemic or government law, regulation, rule or order). In such case, Rugby AU or the Agent will refund amounts paid to it by the Client corresponding with such cancelled part of the Rugby Hospitality Package.

SCHEDULE A

Rugby Australia Ticket & Entry Terms and Conditions

1. **General**

The following Rugby Australia (**Rugby AU**) Ticket & Entry Terms and Conditions apply to all ticket holders, their guests and accredited persons who have purchased or received tickets to or are attending events hosted, controlled, organised, staged or promoted by Rugby AU (**Events**). By purchasing tickets or attending an Event all persons agree to be bound by these Ticket & Entry Terms and Conditions and will ensure that anyone they have purchased tickets for has read, agreed to and will comply with these Ticket & Entry Terms and Conditions. These Ticket & Entry Terms and Conditions should be read in conjunction with any relevant event venue conditions of entry and any other terms and conditions which may apply to purchases of tickets to and attendance at Events.

2. **Tickets**

- a) Valid tickets are required for all Events and tickets must be carried at all times and produced upon request.
- b) Persons must occupy the seat specified on their ticket.
- c) Persons must not:
 - i. use the ticket for advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services; or
 - ii. package the ticket with other goods and services.
- d) **Transfers and Re-Sale:**
 - i. Tickets should only be resold or transferred through Rugby AU, the Rugby AU ticketing app (if permitted) or its ticketing agents' nominated ticket resale platforms. The use of any ticket resale service or platform is, at all times, subject to any applicable terms and conditions of use, including with respect to ticket resale value. Nothing in these Ticket & Entry Terms and Conditions limits or restricts the application of such applicable terms and conditions of use.
 - ii. Tickets must not be resold or transferred, or attempted to be resold or transferred, for more than 10% above the purchase price, and at all times must only be resold or transferred in accordance with relevant State and/or Federal law.
 - iii. Any tickets transferred or resold in breach of relevant State and/or Federal law may be cancelled by Rugby AU.
- e) **Refund/Exchange:**
 - i. Tickets will not be refunded or exchanged except in accordance with the "Code of Practice for the Ticketing of Live Entertainment in Australia" (the **Code**), available at www.liveperformance.com.au.
 - ii. Except as provided by the Code, to the extent permitted by law, Rugby AU is not liable to any person for any loss (including consequential loss) arising out of, or in connection with, the cancellation or rescheduling of the Event.
- f) **Ticket Limits** - To ensure fair access to tickets, a limit may be placed on the number of tickets that can be purchased by any one customer. The limit for each Event will be determined at Rugby AU's discretion and notified to customers at the time of purchase.
 - i. Rugby AU may, having first advised customers of the applicable ticket limit, void any or all tickets purchased in excess of the ticket limit.
 - ii. Unique ticket limits may apply to specific stakeholder groups at the discretion of Rugby AU.
- g) Rugby AU reserves the right to make alterations to the time, date, participating teams and venue of any Match, or the seating capacity, seating area or seating number referred to on a ticket in the event of

unforeseen or other circumstances, including (without limitation) force majeure, safety and security concerns, weather or playing conditions, or decisions from any competent authority. In the event of such alteration, Rugby AU will not be liable to you or any other person for any costs, expenses or other losses resulting from such alteration (except to the extent Rugby AU must be liable under applicable laws such as the Australian Consumer Law).

- h) Customers who purchase tickets with a restricted or impaired view notification (notification will be provided at the time of purchase) will not be entitled to a relocation or a refund due to the restricted or impaired view.
- i) Customers purchasing child, junior and/or concession ticket may be requested to provide proof of eligibility at the time of purchase or upon entry into the Event venue (**Match Venue**).

3. Entry Requirements

- a) **Security Screening:** All persons and their possessions may be subject to searches before entering the Match Venue and may be subject to search upon exit. Refusing a search of your person or possessions may result in refusal of entry or you may be asked to leave the Match Venue.
- b) **Possession of illegal, Prohibited or Restricted Items:** Any person having entered the Match Venue and found to be in possession of an illegal, Prohibited or Restricted Item, shall have such item confiscated and may be evicted from the Match Venue and/or prosecuted by Police.
- c) **Refusing Entry/Eviction:** All persons acknowledge and agree that Rugby AU, Match Venue management, police and contracted security personnel may refuse entry or evict any person who they reasonably believe may have engaged in, or be likely to engage in conduct including, but not limited to:
 - i. breach(es) of these Ticket & Entry Terms and Conditions;
 - ii. conduct that jeopardises the safety or security at the Match Venue or event;
 - iii. intoxication or disorderly behaviour associated with alcohol or illicit substances;
 - iv. bringing in or attempting to bring in, or possession of illegal, Prohibited or Restricted Items (as referenced in clauses 3(d) and 3(e) below);
 - v. illegal, Prohibited or Restricted Activity (as referenced in clause 3(f) below);
 - vi. failing to comply with lawful directions by Rugby AU, Police, or Match Venue/ Security staff;
 - vii. failure to comply with a current Rugby AU Banning Notice or Court Order prohibiting entry to the Event / Match Venue; or
 - viii. unauthorised entry into the Match Venue or any part of the Match Venue e.g. without a valid entry ticket or accreditation.
- d) **Prohibited Items:** The following is a non-exhaustive list of items that are prohibited by law and are not permitted to enter the Match Venue:
 - i. illegal substances including controlled, dangerous or illicit substances;
 - ii. flares, fireworks, weapons, explosives and smoke bombs; and
 - iii. imitation, fake or toy weapons of any kind.
- e) **Restricted Items:** The following items are considered restricted and are not permitted to enter the Match Venue:
 - i. alcoholic beverages;
 - ii. glass bottles, cans and breakable containers;
 - iii. projectiles of any description;
 - iv. recreational equipment such as skateboards, rollerblades and bicycles;
 - v. animals and pets (other than Assistance Dogs);
 - vi. laser pointers;

- vii. computers and/or electronic equipment to aid a person/s to conduct live betting;
- viii. non-accredited photographic equipment and recording devices for commercial purposes including audio and video equipment;
- ix. confetti or shredded paper;
- x. flag poles composed of materials other than plastic or wood or greater than 1.5 metres in length;
- xi. signs, banners, flags and clothing displaying offensive, political, national, racial or unauthorised commercial material;
- xii. eskies, coolers and iceboxes too large to be stored under a seat; and
- xiii. any item determined by Rugby AU that may cause injury, public nuisance or which is deemed dangerous to fellow spectators or Event participants or staff.

f) **Restricted/Prohibited Activities:** The following is a non-exhaustive list of activities that are restricted or prohibited within the Match Venue and participation in such activities may result in eviction:

- i. use of computers and/or electronic equipment to aid a person/s to conduct “live” betting;
- ii. conducting “live” betting or assisting in the conduct of “live” betting;
- iii. smoking (other than in a designated area);
- iv. umbrellas are permitted into the Match Venue (subject to the Match Venue’s conditions of entry) but, for the comfort of others, must not be raised in the seating or concourse areas;
- v. for safety reasons, strollers and prams may not be permitted in the seating bowl
- vi. displaying commercial or offensive signage;
- vii. throwing objects of any description;
- viii. striking or igniting flares, fireworks, explosives and or smoke bombs;
- ix. offensive or racist chanting or language;
- x. concealing identity with a scarf, balaclava, mask or other item unless for a religious, medical or other justifiable reason;
- xi. storage of equipment or standing/sitting in aisles or walkways; and
- xii. unauthorised soliciting and customer surveying.

g) **Entering the Field of Play:** Unauthorised persons are prohibited from entering the field of play. Prosecutions may be pursued for unauthorised access to either the Match Venue or field of play.

h) Persons are responsible for their own conduct whilst in the Match Venue and must pay for the cost of repair of any damage caused to the Match Venue or any property in the Match Venue or its surrounds as a result of their conduct.

4. Responsible Consumption of Alcohol

All persons entering the Match Venue are advised that:

- a) they are entering a licensed premise;
- b) persons identified as being intoxicated will not be permitted to enter;
- c) persons found in possession of liquor will not be permitted to enter;
- d) persons identified as being intoxicated will be removed from the premises;
- e) it is an offence for minors to purchase and consume liquor;
- f) it is an offence to purchase liquor for (or supply liquor to) minors;
- g) persons supplying liquor to minors will be reported to the Police; and
- h) penalties and fines may apply under the relevant State or Territory’s liquor or other applicable legislation.

5. Surveillance

For the safety and security of Persons and staff, closed circuit television (CCTV) cameras may be operating in and around the Match Venue. All persons entering the Match Venue consent to having their image recorded. In the event of an incident, any footage obtained may be provided to Police and the Match Venue operator and used to prosecute or support the implementation of a ban on a person, or for other law enforcement purposes.

6. Liability

Viewing of and attendance at Rugby AU Events and associated activities can be dangerous and may result in injury. Persons attending Rugby AU Events do so at their own risk. Persons bring personal items into the Match Venue at their own risk and assume all risk of any damage or loss (including property damage, personal injury, economic and consequential loss) however it may arise at the Match Venue. Rugby AU and the Match Venue will not be held responsible for any damage to, loss or theft of a person's personal property.

7. Pass-Outs

Pass-outs are issued at the discretion of the Match Venue. Should pass-outs be granted, persons wishing to re-enter the Match Venue must present both the pass-out and a valid ticket to regain entry. Persons will be subject to searches upon Match Venue re-entry.

8. Photographs and Broadcasts

Photographs taken within the Match Venue may be used only for private non-commercial purposes. Making or distributing of broadcasts, commentary, news reports or statistics (by any means including by mobile phone or other wireless device) of or relating to the Event is prohibited.

9. Image Release

Persons attending Events do so understanding and accepting they will likely be captured, photographed or recorded with still photography, film and audio recordings and they grant Rugby AU the non-exclusive, worldwide, royalty free right to use their image and likeness in perpetuity in any form or medium, as part of any broadcast or recording of the Event match and for any other commercial purposes (including in advertising and promotional materials). Parents and guardians consent to the granting of such rights and license to Rugby AU on behalf of their children and/or dependents attending the Event.

10. Breach of Ticket & Entry Terms and Conditions

If Persons breach these Ticket & Entry Terms and Conditions they may be:

- a) denied access to, or evicted from, the Match Venue, have their ticket (and any future Event tickets) cancelled and be required to deliver up any ticket in their possession;
- b) banned from attending future Events by a Court, the Match Venue Management, or at the discretion of Rugby AU;
- c) asked for identification by Rugby AU (including its authorised contractors, agents or employees), Police, Match Venue Management or Contract Security staff.

Information collected from or on Persons who breach the Ticket & Entry Terms and Conditions may be shared between Match Venue Management, Contract Security staff, Police, Rugby AU Member Unions, World Rugby, SANZAAR and or Licensed Premises local to the Match Venue. This information may be used to prosecute or support the implementation of a ban on the person, or for other law enforcement purposes, and Persons consent to such use.

11. Privacy Waiver

Persons grant consent for their name, address, date of birth and photograph to be provided to the relevant State, Territory or Federal Police, Match Venue Owner Operator or Contract Security staff, Member Unions, World Rugby and SANZAAR in the event that they are evicted from or arrested within the Match Venue and for State, Territory or

Federal Police to disclose to Rugby AU the nature and result of any action or criminal proceeding initiated by Police or other competent authorities as a consequence of their eviction from or arrest within the Match Venue.

12. Privacy Notification

All persons entering the Match Venue are advised, in accordance with applicable Privacy legislation, that the relevant State, Territory or Federal Police and Match Venue Owner Operators may provide Rugby AU with the name, address, date of birth and photograph of any person detained or arrested by Police at the Match Venue, or evicted from the Match Venue and the nature of any action or criminal proceeding initiated by the relevant party as a consequence so that Rugby AU can consider, and if deemed necessary, implement a ban on the person from attending future Rugby AU Events at nominated Match Venues.