

The completed and signed application form (Form) and these terms (including any incorporated terms) form a legally binding contract (Agreement) between the company or person named on the Form (Client) and the Queensland Rugby Union Limited ACN 055 120 217 (QRU).

Application Process

1 QRU will provide booking forms for any Renewing clients and provide a priority renewal period. Once this period is over, hospitality applications will be processed in order of receipt. Once accepted and payment has been made, QRU will send Client an acceptance email with tax invoice and hospitality allocation.

2 QRU will not:

- (a) process any Form which is incorrect or incomplete; or
- (b) accept any changes to the Form.

3 QRU reserves the right to not accept any Form in its absolute discretion.

Notification and Delivery

5 Tickets will not be sent and the Hospitality Package will not be activated unless and until the Total Amount has been received in full by QRU. QRU accepts only direct transfer and credit card, and not cash, cheques or bartercard/Quoin.

6 The Hospitality ticketing will be issued the week of applicable Match.

Ticket Conditions

7 Client must ensure that each of its guests and ticket holders:

- (a) do not erect, fix or display any goods, materials, advertisements or promotional material in, on or around the Stadium without the prior written consent of the QRU;
- (b) comply with all directions given by QRU or the Stadium from time to time; and
- (c) comply with QRU's ticket conditions and the Stadium's conditions of entry.

8 It is an essential condition of this Agreement and of the right of admission to the Matches conferred on the holder of a Hospitality Package that Client agrees with QRU:

- (a) not to resell or transfer the Hospitality Package at a premium;
- (b) not to use it for advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services; and
- (c) not to bundle it with other goods or services, without QRU's prior consent. If this condition is breached, QRU may, in addition to any other remedy and even if the holder of the Hospitality Package did not have notice of the condition or the breach, deny the holder admission to Matches and retain the price of the Hospitality Package.

9 Patrons grant QRU the non-exclusive right to use their image and likeness in any form or medium, as part of any broadcast or recording of the match and for any other commercial purposes including in advertising and promotional materials.

Responsibility and Liability Regime

10 Client indemnifies the QRU against any loss or property damage to the Stadium arising out of the Client's use of the Hospitality Package and for any personal injury, death or loss of damage to any property or any person arising out of or as a consequence of its use of the Stadium services except that such loss, damage, injury or death arises from the negligent act or the omission of QRU.

11 (a) Nothing in this clause 11 affects Client's rights under the Trade Practices Act 1974 (Cth) or similar legislation under which QRU's liability may not be excluded, restricted or modified by private agreement (TPA Rights).

(b) If QRU is liable to Client for any:

- (i) breach by QRU of any express term of this Agreement;
- (ii) breach by QRU of any term implied into this Agreement under the general law; or
- (iii) any tort committed by QRU (including negligence but not including fraud),

QRU's liability to Client is limited (at QRU's election) to QRU repaying any amounts paid by Client under this Agreement or supplying or resupplying any Hospitality Package to which Client is entitled in accordance with the terms of this Agreement.

13 For Hospitality Packages for suites and boxes, QRU will notify Client of contact details for the Stadium caterer and Client must liaise directly with the caterer for its food and beverage requirements.

14 QRU excludes all liability to Client in tort (including negligence) or bailment for acts or omissions of the RA, the Stadium, the Stadium caterer and their employees and contractors respectively arising out of or in relation to the Hospitality Package, any delay or other failure in supplying goods or services or this Agreement.

Cancellation, Refunds and Replacements

15 Once the Form is sent to QRU, Client cannot cancel the order or Hospitality Package and, without limiting clause 11, refunds and exchanges are allowed only as expressed in this Agreement.

16 QRU will:

- (a) refund the face value of the tickets if a Match is cancelled;
- (b) provide a pro rata refund of the face value of the Hospitality Package if the Match is cancelled or otherwise if Client is entitled to a refund by virtue of the operation of TPA Rights.

17 Subject to TPA Rights, Client cannot obtain a refund if after a Match has started it is cancelled for any reason, including due to inclement weather.

18 Subject to TPA Rights:

- (a) QRU is not liable to Client for any loss or damage Client suffers as a result of the Match being cancelled, postponed or changed; and
- (b) QRU disclaims the existence of any common law duty of care to Client and any holder of a ticket.

19 QRU will not replace tickets, if lost, stolen, forgotten, damaged, forged or unreadable.

COVID-19 CONSIDERATIONS

20 This clause contains provisions which affect your legal rights

Please read it carefully before proceeding

If you do not understand any part of it, you should obtain independent legal advice before proceeding

20.1. When attending a game or any other QRU event (Event), you confirm that:

- (a) you are well and are not experiencing any symptom of illness such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell; and
- (b) you have not been in contact with a suspected or confirmed case of COVID-19; and
- (c) you are not otherwise required to be self-quarantining; and
- (d) if any of the above circumstances change prior to the Event, you will not attend the Event.

20.2. By attending the Event, you acknowledge and agree that:

- (a) given the contagious nature of COVID-19 and that Queensland Health and many other public health authorities still recommend practicing social distancing, there are risks in attending the Event;
- (b) although the QRU will comply with government restrictions, the QRU cannot guarantee that you will not become infected with COVID-19 which has significant health risks;
- (c) you have had the opportunity to consider the risks associated with attending the Event and freely and voluntarily accept:
- (i) all of the risks (foreseeable and unforeseeable) that may result from attending the Event; and
- (ii) any and all consequences which may result from those risks (whether foreseeable or unforeseeable);
- (d) while attending the Event the Member will, at all times, follow:
- (i) government guidelines in relation to COVID-19 and all set procedures to reduce the spread of COVID-19 while attending the Event;
- (ii) the lawful directions of the QRU and any of its representatives or the representatives the stadium or other venue at which Event is held; and
- (iii) any signage displayed at the Event or premises at which the Event is held;
- (e) to the full extent permitted at law, you waive, release and discharge each of the QRU and its representatives from and against any and all claims or liabilities which you have, or may at any time have, arising out of or in relation to the Event. This waiver, release and discharge extends to all acts, omissions, defaults, failures or errors on the part of all or any of the QRU or its representatives;
- (f) you agree to indemnify, and keep indemnified, each of the QRU and its representatives from and against any claims and liabilities, whether direct or indirect, arising out of or in relation to:
- (i) you observing or participating in the Event; and
- (ii) your acts or omissions while observing or participating in the Event;
- (g) you covenant not to sue or commence any proceedings against the QRU or any of its representatives in respect of any loss or damage arising out of or relating to any loss, damage, injury or illness you may sustain which in any way relates to the Event; and
- (h) you intend to be immediately bound by the terms recorded in this document and for it to be binding on your executors, administrators and assigns.

20.3. The Reds and the QRU are required to abide by all State and Federal Government restrictions imposed in relation to the COVID-19 Pandemic. Any offers made to Members are subject to government restrictions allowing the QRU to deliver on its representations, both in the 2021 season and future seasons.

Privacy and General

21 QRU respects the privacy of the individuals on who QRU collects, uses and discloses personal information.

A full copy of QRU's Privacy Policy can be found on the website, [reds.rugby](https://www.reds.rugby).

22 QRU may choose not to enforce a term of this Agreement in some cases in its absolute discretion without affecting its right to enforce that term in other cases, including by replacing tickets if Client can demonstrate proof or purchase and identity acceptable to QRU.

23 QRU is not responsible for any infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of QRU, including that cause the delayed or non-delivery of emails to or from QRU. QRU reserves the right to disqualify any individual who tampers with the registration or ticketing process and to cancel his or her membership.

24 These Terms may be varied from time to time as notified on the QRU's website.

25 This Agreement:

- (a) is governed by the law applicable in the state of Queensland and each party submits to the jurisdiction of the courts of that state; and
- (b) is the entire agreement between QRU and Client in respect of its subject matter.

Definitions

26 In this Agreement:

Mailing Details means the mailing details as nominated by Client on Client Form or as varied by notification to QRU through corporate.sales@redsrugby.com.au.

Match means a Queensland Reds home match (excluding the finals series) played at the date, time and venue as specified via the Super Rugby Pacific fixture.

Hospitality Package means the suite, box or function package selected by Client on the Form, including tickets to Matches (but excluding food and beverage for suites and boxes) and other specified benefits.

Stadium means Suncorp Stadium or any other venue that hosts a Match during Super Rugby.

Tournament means the Super Rugby tournament played under the auspices of SANZAAR from February to July 2022.

Total Amount means amount of the Hospitality Package as specified on the Form.