

RUGBY AU HOSPITALITY TERMS AND CONDITIONS

Upon submitting a Rugby AU hospitality booking form to Rugby AU or its Agent, or upon payment of part or all of monies in connection with a Rugby AU hospitality booking including payment of a relevant tax invoice (**Invoice**) issued by Rugby AU or its Agent, 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, the Client must pay: (i) a minimum 10% deposit within fourteen (14) days from the date of the Invoice (**First Instalment**); (ii) a minimum 25% second instalment payable within thirty (30) days following payment of the First Instalment (**Second Instalment**); and (iii) the balance of the Invoice no later than 12 weeks before the Event.
 - b. However, for: (i) payments made via Rugby AU's website; or (ii) where a Rugby Hospitality Package is purchased within 12 weeks or less of a Event, the Client must make payment in full either at the time of booking or within thirty days (30) from the date of the Invoice.

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 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 35% of the Rugby Hospitality Package price (i.e. the First Instalment and Second 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 passes and event information to the Client approximately 14 days before each Event. Rugby AU or the Agent may choose to distribute Tickets at the hospitality event immediately prior to the Event.
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 or the Agent that it will comply with the following ticket conditions (or such other conditions as notified by Rugby AU or the Agent):

Sale of this ticket creates a contract between Rugby AU or the Agent and the purchaser, which gives the purchaser a transferable but conditional licence for admission to the specified event. The licence will automatically terminate if the purchaser or any subsequent transferee: (a) resells this ticket at a premium; (b) resells this ticket through a broker or agent; (c) advertises or offers this ticket for resale on the internet or in any other medium; or (d) uses this ticket for advertising, promotion or other commercial purpose (including competitions or trade promotions) or to enhance the demand for other goods or services, without the prior, written permission of Rugby AU or the Agent. Rugby AU or the Agent has the right to deny admission if the licence has terminated.
12. 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.

13. 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.
14. 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) .
15. 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.
16. 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.