

## **HOSPITALITY TERMS & CONDITIONS**

### **DETAILS**

These terms and conditions (**Terms & Conditions**) form a binding agreement between Sea of Blue Pty Ltd (ABN 76 623 508 574) (**Western Force**) and the hospitality client (**Client**) under which Western Force agrees to provide the Client with the premium Hospitality package (**Premium Hospitality Package**) for the games selected via Ticketmaster (each an **Event**).

### **GENERAL**

1. The Client will be provided with E-Tickets (**E-Tickets**) to access the Event venue (**Venue**). The Client must procure its guests who attend the Event(s) (**Guests**), comply with these Terms & Conditions along with the terms and conditions of: (i) entry of the Venue; and (ii) the Ticket issuer.
2. The Client must, and must procure that its Guests, comply with the lawful instructions of: (i) Western Force, its employees, agents and contractors; (ii) the Venue's employees, agent, contractors and security personnel; and (iii) any relevant government entities or personnel (including emergency services personnel), in respect of the Event and the Venue.

### **PAYMENT**

3. All bookings require full payment in cleared funds 14 days prior to the date of the applicable Event, or 14 days prior to the first game of the season for season passes (each a **Payment Deadline**).
4. Failure by the Client to pay by the Payment Deadline will entitle Western Force to cancel and resell the E-Tickets.

### **ADDITIONAL EVENTS AND/OR EVENT REQUIREMENTS**

5. If the Client wishes to attend additional events not selected in Ticketmaster, the Client must complete a new booking for those events.
6. If the Client has additional requirements for the Event that are outside the scope of the agreed Premium Hospitality Package, the Client may submit a written request to Western Force, who will confirm to the Client whether it can offer such additional requirements and the costs and any additional terms and conditions applicable. If the Client accepts the offer, prior payment must be made on the terms set out in section 3 above.
7. The Client is not entitled to display any corporate promotional materials at the Venue without the express prior written permission of Western Force. The Client acknowledges that Western Force is bound by the terms of its agreements with the Venue, its corporate sponsors and its partners, which may prohibit the Client from displaying such promotional material.

### **CANCELLATION POLICY**

8. The Client may not cancel a booking within 14 days of the Event. If the Client cancels its booking 15 days or more prior to the Event, and after payment has been made in accordance with section 3, Western Force will refund the Client's payment, less a

cancellation fee (**Cancellation Fee**). The Cancellation Fee will be calculated by Western Force (acting reasonably) to cover: (i) any costs which have been reasonably incurred by Western Force in relation to the Client's Premium Hospitality Package for that Event, and which cannot be reasonably recovered by Western Force; and (ii) a reasonable fee to compensate Western Force for its administrative time along with its loss of revenue in relation to the cancellation. The Client acknowledges that the application and retention of the Cancellation Fee is reasonable in regard to the damage suffered by Western Force as a result of any such cancellation and further that any Cancellation Fee levied is a genuine estimate of the loss of opportunity and cost to Western Force.

9. The Client acknowledges that the Premium Hospitality Package applied for in Ticketmaster may no longer be available at the time the Booking is processed by Western Force. In this event, Western Force will notify the Client promptly and refund the Client monies already paid in full with no deductions.
10. If the Event is cancelled prior to the day of the Event (and is not rescheduled), or a Premium Hospitality Package is cancelled (other than as a result of any act or omission of the Client or Guests), Western Force will refund any part of the monies that have been paid by the Client in respect of that Event.
11. If the Event is rescheduled to another date and/or Venue, Western Force will, at its election (in its sole and absolute discretion): (i) refund to the Client any part of the monies that have been paid in respect of that Event only (less a reasonable administration fee); or (ii) provide the Client with the Premium Hospitality Package at the rescheduled Event.

## **TICKETING**

12. E-Tickets will be issued to the Client through their Western Force Ticketmaster account. It is the responsibility of the Client to distribute any E-tickets to its Guests.
13. E-tickets will not be sent until payment is received in full.

## **CATERING**

14. Western Force, the Venue and all providers of alcohol at the venue and their employees and contractors (**Servers**) are required to adhere to all laws, regulations and guidelines for Responsible Service of Alcohol. This means that Servers are instructed not to serve alcoholic beverages to any person who is under the age of 18 years or has no approved proof of age identification, or to any person who is reasonably believed to be in a state of intoxication. This applies in respect of all alcohol provided as part of the Premium Hospitality Package or alcohol purchased within the Venue and then consumed in an area of the Venue provided as part of the Premium Hospitality Package.
15. The Client must provide Western Force with a minimum of 7 days prior written notice for any special dietary requirements of the Client and its Guests. Western Force will use its reasonable efforts but makes no guarantee that any such special dietary requirements can be catered for. Western Force takes no responsibility for any loss suffered by the Client or its Guests due to any allergy or dietary requirement.
16. Under no circumstances may the Client or its Guests bring any items of food or beverage into the Venue or into any designated areas provided as part of the Premium Hospitality

Package and any Server may confiscate any items of food or beverage brought in contravention of this section.

## **LIABILITY AND INDEMNITY**

17. To the fullest extent permitted by law, Western Force excludes all warranties, terms, conditions or undertakings of any nature and in any form (whether express or implied, written, oral, statutory or otherwise) in relation to the Premium Hospitality Package.
18. Subject to section 21, Western Force is not liable to the Client in contract, tort (including negligence) or otherwise out of or in connection with this agreement for (i) any loss of revenues, loss of profits, loss of business or anticipated savings, loss of goodwill and/or reputation or loss arising out of business interruption (whether such losses are direct or indirect) or (ii) any indirect or consequential loss or damage (iii) any injury whatsoever to the Client or its Guests, nor any loss or damage to or theft of their property howsoever such injury, loss or damage may be caused or (iv) any damage, loss, delay or expense incurred by the Client or its Guests owing to any event beyond Western Force's control.
19. Western Force's maximum aggregate liability to the Client and its Guests under, or in connection with, this agreement is limited to the amount actually paid by the Client to Western Force for the Premium Hospitality Package.
20. The Client is responsible for and must reimburse Western Force for any loss, damage, costs and expenses (including, without limitation, loss of profits), caused or contributed to (directly or indirectly) by the Client or its Guests within the Venue.
21. Nothing in this agreement limits or excludes either party's liability for death or personal injury caused by its negligence or for any loss, damage, costs and expenses caused by an act of fraud or which may not lawfully be excluded.

## **GUEST CONDUCT**

22. The Client is always responsible and liable for the conduct of its Guests.
23. The Client must not, and must procure that its Guests do 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, match official, other official or other patron) on the basis of their race, religion, gender, culture, colour, sexual orientation, descent or national or ethnic origin. If the Client or its Guests fail to comply with this condition, they may be refused admission to, or evicted from, the Venue without refund or compensation of any kind, and the Client and its Guests must deliver up any and all E-Tickets in their possession. In addition, the Client and its Guests acknowledges 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.
24. Unauthorised persons are prohibited from entering the Venue's playing area at all times.

## **TERMINATION AND EXPIRATION**

25. Western Force may terminate this agreement (including refusing the Client and its Guests entry to the Venue or remove the Client and its Guests from the Venue, immediately, without refund, if the Client breaches any term of this agreement.

26. The termination or expiry of this agreement will not affect the rights or obligations of the parties which have accrued up to the date of expiry or termination of this agreement or any other rights and obligations which under the terms of this agreement are expressed to survive or are capable of surviving such expiry or termination.

## **PRIVACY**

27. Western Force collects information about the Client and its Guests where necessary to provide products and services to the Client and its Guests, process Event arrangements, conduct marketing activities and undertake market research. Any information collected will be held in accordance with Western Force's Privacy Policy, which can be accessed at <https://westernforce.rugby/privacy-policy>.
28. Western Force may disclose the information held by Western Force to its contractors and service providers engaged by Western Force to help the administration process, provide its services and conduct research, marketing and promotional activities on behalf of Western Force.
29. To enhance security and protect the safety of persons present at Events, Western Force and the Venue may operate surveillance equipment at Events, including security cameras. Western Force and any broadcaster may also record video and/or audio footage of the Event for broadcasting, promotional and other similar purposes. By entering the Venue, the Client consents (and must procure that its Guests consent) to information about the Client and its Guests (including images) being recorded and used in this manner. For clarity, this includes Western Force being able to disclose any such information to the extent that Western Force deems such disclosure to be necessary so as to protect Western Force's lawful interests, the public interest or the safety of any persons or property.

## **GENERAL**

30. This agreement sets out the entire understanding between Western Force and the Client in respect of the subject matter of this agreement.
31. Any dispute or issues regarding interpretation of this agreement must be resolved in accordance with the laws of the State of Western Australia and the parties submit to the jurisdiction of the courts of Western Australia.