

KEN ROSEWALL ARENA

Terms & Conditions of Entry

1. **Tickets.** Tennis New South Wales Ltd (the "**Venue Controller**") may direct you at any time while at the Event to produce a valid ticket. Patrons must keep their tickets safe and in good condition, as the Venue Controller and/or [Netball NSW] is not obliged to replace your ticket under any circumstances, including loss or theft.
2. **Safety, comfort and conduct.** To maintain order and safety, and to encourage all Patrons' enjoyment of the Event, the Venue Controller advises of the following:
 - a) the Venue Controller may inspect clothing, containers, packages and bags inside the Event or intended to be brought into the Event, including via electronic screening equipment.
 - b) any item or bag that is too large to fit under a seat must not be brought into the Event and a limit of one bag per person applies. You must not leave bags or packages unattended at any time. For safety reasons, any unattended bags or packages may be removed and/or destroyed.
 - c) some areas of the Event are exposed to direct sunlight, heat and other elements. Seating may be in the sun for part or all of the day. Remember to stay hydrated and use sun protection.
 - d) Patrons must wear appropriate attire at all times.
 - e) the Event is a family friendly event. Patrons are required to act in a safe, responsible and courteous manner at all times. All persons 14 years old and younger must be accompanied and supervised by a parent or guardian at all times during the Event.
 - f) Patrons must follow the lawful directions of the Venue Controller, its staff and contractors, as well as the police, at all times.
 - g) access to areas licensed for the sale of alcohol within the Event will be managed in accordance with liquor control legislation in New South Wales, Australia. Some areas of the Event may only be accessible to Patrons over 18 years of age, with proof of age that is valid in New South Wales, Australia.
3. **Operator control.** The Venue Controller reserves the right to refuse Patrons entry, or remove them from, the Event (and cancel or confiscate their ticket) or take other action that the Venue Controller considers appropriate, for the safety and comfort of other Patrons, staff and participants. For example, if a Patron:
 - a) is in breach of these conditions;
 - b) is considered to be intoxicated;
 - c) has been previously refused entry to or removed from the Event;
 - d) the Venue Controller receives a direction to do so from a law enforcement agency; or
 - e) the Venue Controller reasonably believe it is in the best interests of the safety, security or integrity of the Event to do so.
4. **Patrons' property and responsibility.** Patrons are responsible for their property at all times. The Venue Controller will not be liable for any loss or damage (including any direct, indirect or consequential loss or damage) to any property brought into the Event, unless the Australian Consumer Law (**ACL**) applies and it was due to the Venue Controller's breach of a non-excludable guarantee under the ACL (such as a failure to provide services with due care and skill).

5. **Patrons' safety and responsibility.** Whilst at the Event, Patrons must take care to protect their safety and the safety of others. The Venue Controller will not be liable for any loss or damage (including any direct or consequential loss or damage) for any death or personal injury, unless the ACL applies and it was due to the Venue Controller's breach of a non-excludable guarantee under the ACL (such as a failure to provide services with due care and skill).
6. **Liability.** To the maximum extent permitted by law, the Venue Controller will not be liable for any injury, loss or damage suffered by any person entering the venue (including liability for any injury, loss or damage caused by the negligence of the Venue Controller or its employees or agents). To the extent permitted by law, Patrons agree to release, indemnify and hold harmless the Venue Controller and its employees, representatives and agents from and against any and all losses, liabilities, expenses, claims, demands, suits and damages whatsoever and howsoever arising resulting from or in connection with the Event.
7. **Medical assistance and information.** You authorise the Venue Controller, its medical contractors and any other third party medical service providers at the Event to administer any medical assistance, treatment or transport that a Patron seeks, or as is reasonably necessary in the circumstances (the costs of which the Patron is responsible for). In connection with such any assistance, Patrons consent to the disclosure of their personal information and relevant medical details to the Venue Controller, the Venue Controller's insurers and any other relevant third parties. Personal information collected in these circumstances will not be used by the Venue Controller for marketing purposes.
8. **Prohibited items.** For the comfort and safety of patrons and players, the following items are NOT permitted in the Event without the express authorisation of the Venue Controller:
 - a) alcohol;
 - b) large bags, including suitcases;
 - c) beach balls or other inflatable devices, frisbees, helium balloons;
 - d) camera tripods, monopods, telephoto camera lenses with a focal length capacity greater than 200mm; video cameras, Go-Pros or handy-cams; audio recorders; any other devices used for recording or transmitting scoring data or other statistical information for commercial purposes (including sports betting);
 - e) eskies, hampers, chairs and stools, large containers in excess of 1.5 litres, glass (including bottles), drink and food cans;
 - f) flags, banners, signs larger than 1m by 1m in size or with handles longer than 50cm;
 - g) animals other than assistance animals;
 - h) musical instruments, whistles, loud hailer, amplification equipment;
 - i) drones, flares, fireworks, firecrackers, smokebombs and laser pointers;
 - j) bicycles, scooters, skateboards, rollerblades, rollerskates;
 - k) unauthorised promotional, commercial, political, religious or offensive items of whatever nature including clothing, banners, signs, symbols, leaflets or flyers; and
 - l) any other dangerous item or weapon.

The following items are permitted, however such items are subject to a security check on arrival at the Event and must be presented for security approval. The Venue Controller maintains the right to prohibit any of the below items as deemed necessary for the safety and comfort of others:

- m) small bags, including handbags;
- n) non-alcohol beverages or drink bottles in plastic;
- o) food, in permissible packaging, including baby food;
- p) plastic or paper cutlery only;
- q) deodorant and perfume;

- r) medicine;
- s) selfie sticks; and
- t) umbrellas.

9. **Prohibited conduct.** For the comfort and safety of Patrons and players, the following conduct is NOT permitted at the Event without the express authorisation of the Venue Controller:
- a) derogatory comments, abusive language, or conduct towards any player, referee, other official or another Patron in a manner which offends, insults, humiliates intimidates, threatens, disparages or vilifies that other person;
 - b) inappropriate or disruptive behaviour during the Event, including conduct which unreasonably disrupts, interferes or obstructs other Patrons or persons engaged in the operation of the Event;
 - c) damaging or defacing any part of the venue, or any other person's property (if any damage is caused by a Patron, he or she must make good the damage);
 - d) conducting public surveys or opinion polls, handing out promotional items, soliciting donations or subscriptions, other commercial or political disruption;
 - e) smoking;
 - f) obstructing the view of a seated Patron;
 - g) transferring a ticket that has already been used for entry to the Event;
 - h) ball games of any kind;
 - i) removal of footwear, shirts or public nudity/indecency; and
 - j) concealing identity with a scarf, balaclava, mask or other item unless for a religious, medical or other justifiable reason.
10. **Capture and use of image.** Patrons consent to the Venue Controller, its government and commercial partners and [Netball NSW] and its broadcast partners taking images, films or recordings of the Events. Patrons acknowledge that in order to enhance security, surveillance equipment (including security cameras) are used in and around the Event. Patrons also consent to the use of any such photographs or video footage by the above organisations for use in promotional, advertising or marketing materials, without any further notice or payment to the Patron.
11. **Use of Technology.** To support the integrity of the Event, and with the exception of [Netball NSW] and its broadcast partners:
- a) Photography: Images of the Event taken with a camera, mobile phone or other wireless device cannot be used for any purpose other than for private and domestic purpose. Patrons must not sell, licence, publish or otherwise commercially exploit photographs. Flash photography is not permitted.
 - b) Video Footage: Taking and/or publishing video footage of any match play via any means is forbidden (including sharing to social media). For the avoidance of doubt, mobile telephones are permitted within the Event, provided that they are used for personal and private use only and are not used to record any match play.
 - c) Distribution: Production, transmission or distribution of broadcasts or narrowcasts of any images, footage, sounds or data from the Event or any match play by any means in any format or media is strictly forbidden.
12. **Interpretation.** These conditions do not exclude, restrict or modify the application of any provision of the ACL, where to do so would either contravene the ACL or cause any part of these conditions to be void. Any provision of these conditions which is invalid must be read down to the

minimum extent necessary to achieve its validity or be severed from these conditions without invalidating or affecting the remaining clauses in these conditions.

13. **Changes:** The Venue Controller or [Netball NSW] may alter these conditions if such changes are reasonably necessary to address safety issues or otherwise protect the Venue Controller's legitimate interests by giving you notice (by email or by posting it on [Netball NSW's] or the Venue Controller's website).