

PREMIUM EXPERIENCE TERMS & CONDITIONS



Key words you'll need to know

1. What these terms mean:

Agreement means the agreement between the Customer and Cricket Australia (**CA**) as described in clause 2.

Applicable Law means the law (including consumer protection legislation) applying in the state or territory (as applicable) in which the relevant Match takes place.

Customer means the person or company specified as the customer on the Invoice.

Designated Times means the times for the Premium Experience Product nominated by CA in writing.

Guest means the Customer and any person attending the Match using a Premium Experience Ticket issued in relation to the Premium Experience Product.

Function Room means a room including food and beverages. This includes but is not limited to First XI, Signature Dining, Club SCG, The Deck, Champions Corner, and all Lounge products.

Invoice means the invoice issued by CA to the Customer including the details of the Customer, Premium Experience Product and payment and other details, and which forms part of the Agreement.

Match means the cricket match, or relevant day of a test match, the particulars of which are indicated on the Premium Experience Ticket.

Premium Experience Facility means the shared or private corporate premium experience facility designated by CA to provide the Premium Experience Product.

Premium Experience Product means the Premium Experience Product specified on the Invoice.

Premium Experience Ticket means any ticket, pass, wristband, or other document issued by CA allowing entry to the relevant Premium Experience Facility at a particular Venue in accordance with the details indicated thereon.

Public Holiday means any State or national public holiday in Australia.

Test Package means a suite or outdoor box package which includes days 1 – 4 of a test match played at a particular venue including food and beverages.

Total Price has the meaning given in clause 5.

Outdoor Box means outdoor private seating box at a Venue including food and beverages.

Single Day means a Suite or Outdoor Box Package which includes tickets to only one day of a test match or any short form (including T20 and One Day International matches) including food and beverages.

Suite means a private indoor pitch-facing suite with seating including food and beverages.

Venue means the entire premises of a ground or stadium where a match is scheduled to take place and to which a Premium Experience Ticket is required to gain access, or any Off-Site venue where an Official CA Function is held.

General

2. Subject to the terms of this Agreement, Cricket Australia grants the Customer and Guests the right to use and access the Premium Experience Facility during the Designated Times in accordance with this Agreement for the purpose of watching the Match and the Customer providing Premium Experience services to Guests.

3. All Premium Experience Products are issued subject to these Cricket Australia Premium Experience Conditions (**Premium Experience Conditions**), which together with the Invoice, form a binding contract between Cricket Australia (**CA**) and the Customer commencing on the date of the Invoice (**Confirmation Date**).
4. These Premium Experience Conditions incorporate:
 - a. the Cricket Australia Ticket and Entry Conditions (as amended by CA from time to time, as published at www.cricket.com.au/tickets); and
 - b. any terms and conditions contained in or published on each Premium Experience Ticket.

Any person who fails to comply with the Cricket Australia Ticket and Entry Conditions may be refused admittance to or ejected from the Venue.

Payment

5. The total price of the Premium Experience Product (Total Price) must be paid by the Customer either:
 - a. upfront and in full within 7 days of receiving the invoice;
 - b. where the product or price offer is subject to a time limit, the invoice must be paid in full by that date and time specifically;
 - c. where the Invoice is received less than 7 days prior to the first day of the relevant Match, the Invoice must be paid in full immediately; or
 - d. where the Total Price exceeds \$20,000, and where CA provides prior written approval on the Invoice (acting in its absolute discretion), the Customer may pay the Total Price in instalment payments of two equal payments in consecutive months as agreed with CA, each within 7 days of receipt of an Invoice for the relevant instalment from CA, or as otherwise agreed in the Invoice by CA.
6. The booking of the Premium Experience Product by a Customer is not secure until the Total Price has been received in full by CA.
7. If payment is not made in accordance with clause 5, CA reserves the right to cancel the booking and sell the Premium Experience Product to a third party and clause 10 shall apply.
8. No Premium Experience Ticket will be provided to the Customer until the total Invoice amount has been received by CA in full.
9. The total Invoice amount includes GST.
10. Subject to this clause 10 and the Cancellation or Rescheduling section below, all Premium Experience Products are non-refundable. If the Customer provides notice to CA in writing cancelling all or part of the Premium Experience Product, and such notice is provided to CA on a date which is more than 30 days prior to the Match, CA will cancel the Premium Experience Booking (or relevant part of the Premium Experience Booking) and provide a refund to the Customer of 85% of the invoiced price of the Premium Experience Product (or part thereof) (excluding fees) which was cancelled. If the Customer cancels all or part of the Premium Experience Product on or after the date which is 30 days prior to the Match, no refund will be provided.
11. The Customer acknowledges and accepts that the total Invoice amount may include a surcharge, as determined by CA in its absolute discretion, in the event a Match occurs on a Public Holiday which is observed in the State hosting the Match.
12. In the event that, on request of the Customer, CA orders food and beverages over and above any amount automatically included within the Premium Experience Product on behalf of the Customer, the Customer must pay all costs and charges for such food and beverages.

Premium Experience Tickets

13. Subject to full payment for the Premium Experience Product being received by CA, CA will issue and send electronic Premium Experience Ticket/s to the Customer as soon as reasonably practicable. The Customer will be responsible for the distribution of tickets to all Guests. No person will be admitted to the Premium Experience Facility without a valid ticket. CA will not be liable if any guest is denied entry to the venue or Premium Experience facility if they are in breach of the Cricket Australia Ticket and Entry Conditions.
14. The Customer accepts and acknowledges that:
 - a. there are no age restrictions in CA Premium Experience Facilities, however, CA advises that only guests who are over the age of 18 should attend; and
 - b. CA may deny any Guest under the age of 18 entry to the Premium Experience Facility where they are not accompanied by a parent or guardian.
15. Customer shall be responsible for the acts and omissions of the Customer and their Guests while at the Venue, and the Customer will ensure that their Guests read, understand and comply with these Premium Experience Conditions. Customers must not, and must ensure that Guests do not advertise, auction, or otherwise offer for sale, use as a competition prize, exchange for valuable consideration, assign, licence, bundle with other goods or services or otherwise commercially deal with any of the rights benefits and entitlements contained in this Agreement (including, without limitation the Premium Experience Tickets or without the prior written consent of CA).
16. Any Premium Experience Ticket acquired in breach of this Agreement shall be null and void. CA is entitled to confiscate, cancel, or invalidate any Premium Experience Ticket or Match tickets offered for sale, sold or acquired in breach of this Agreement.
17. The Customer agrees to provide CA or the Venue's catering provider (as directed) with a dietary requirements list, including details of any food allergies, the name and contact number of the Customer's nominated "Host", the names of the Customer's Guests, and any other relevant information at least 2 weeks prior to the date of the commencement of the Match. CA does not guarantee that any of the food or drink products served at each Venue are free from nuts, wheat, lactose or any other allergens.
18. The Customer acknowledges that CA does not guarantee:
 - a. whether the Match or any play will take place on the date(s) of the Match;
 - b. the length of play of the Match; or
 - c. the identity of the players who will appear in the Match.
19. Requests to replace lost or stolen Premium Experience Tickets must be made to CA in writing.

Cancellation or Rescheduling

20. In the event of cancellation of the Match prior to the day of the Match or cancellation of the Premium Experience Product (including for the avoidance of doubt as a result of the Match completing before the final day of scheduled play, but other than as a result of any act or omission of the Customer or Guests), CA will refund any part of the Total Price that has been paid by the Customer as at the date of cancellation and this Agreement shall be deemed to be terminated.
21. In the event the Match is rescheduled to another date and/or Venue, upon Customer's written request. CA will, at its election (in its sole and absolute discretion):
 - a. refund to the Customer any part of the Total Price that has been paid (less an administration fee) by which payment was received; or
 - b. provide the Customer with the Premium Experience Product at the rescheduled Match.
22. The Customer acknowledges and agrees that once access to the Venue is given or made available to persons on the relevant Match day, the full Premium Experience Product will be deemed to have been provided by CA and received by the Customer and the Guests, and accordingly the Customer and the Guests will not be entitled to any refund of the Premium Experience Product including

where access is given and poor weather, early completion or any other factor causes cancellation or limited play of the Match (on that day) or results in CA not being able to deliver some elements of the Premium Experience Product (e.g. on ground experience).

- 23.** In the event that CA is obliged to make any material change to a Premium Experience Facility or cancel that facility for any reason, CA will use its reasonable endeavours to ensure that alternative arrangements are offered which are of at least equal or a superior standard (as determined by CA in its discretion). In the event that the alternative arrangement offered by CA is not of at least equal or a superior standard then the Customer may elect to:
- a.** accept the alternative arrangement offered by CA and, upon request, receive a refund of the difference in the cost between the original Premium Experience Product and the alternative arrangement (the amount of such refund to be determined by CA in its discretion); or
 - b.** upon written request, receive a refund the part of the Total Price the Customer has paid to CA in which case this agreement will terminate with immediate effect.
- 24.** The conditions set out in these clauses 20-26 shall always be subject to Applicable Law.
- 25.** The Cricket Australia Refund Policy does not apply to this Agreement.
- 26.** CA has the right to cancel any Premium Experience Product and/or Premium Experience Ticket and refund 100% of the Premium Experience Product or Premium Experience Ticket value if:
- a.** as a result of directions, regulations or restrictions imposed by CA or a State Government, there are limits or restrictions on the number of patrons that may attend a Match; or
 - b.** it decides such steps are necessary in the interests of public health. CA may provide additional terms and conditions regarding cancellation and refunds in any FAQ section published by CA.

Refunds for Premium Experience Packages

- 27.** Notwithstanding clause 20, where a Premium Experience Product is sold as a packaged offer priced on a “buy three days and receive the fourth day at no additional cost” basis for a Test Match, the following conditions apply if the Test Match finishes earlier than scheduled:
- a.** If the Test Match concludes after four days of play, no refund will apply.
 - b.** If the Test Match concludes after three days of play, no refund will apply.
 - c.** If the Test Match concludes in fewer than three days of play, the Customer will be entitled to a refund equal to one third of the total package purchase price.

Refunds under this clause relate only to early completion of play and do not apply where access to the Venue has already been granted on a relevant match day, consistent with clause 22.

Liability

- 28.** To the fullest extent permitted by law CA 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 Experience Product.
- 29.** Subject to clause 32, CA shall not be liable to the Customer in contract, tort (including negligence) or otherwise arising 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.
- 30.** Subject to clause 32, CA shall not be liable for:
- a.** any injury whatsoever to the Customer or any Guests, nor for any loss or damage to or theft of their property howsoever such injury, loss or damage may be caused, except to the extent caused by CA; or
 - b.** any damage, loss, delay or expense incurred by the Customer owing to any event beyond CA's control.
- 31.** Subject to clause 32, CA's maximum liability to the Customer under, or in connection with, this

Agreement shall be limited to the amount actually paid by the Customer to CA for the Premium Experience Products.

32. The Customer shall be responsible for and reimburse CA for any loss, damage, costs and expenses (including, without limitation, loss of profits), that the Customer or its Guests are responsible for, whether within the Premium Experience Facility or elsewhere within the Venue. In the event that the Customer is responsible for such damage or loss, CA shall be entitled to Invoice the Customer and the Customer shall pay such Invoice immediately.
33. Nothing within this Agreement shall limit or exclude 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.

Signage, Advertising and Promotions

34. The Customer must not use the CA logo or any other CA intellectual property without the prior written consent of CA, such consent to be granted in CA's absolute discretion.
35. No advertising or promotion by a company will be permitted within the Venue without the prior written consent of CA, such consent to be granted in CA's absolute discretion.
36. No promotional items coordinated by a company or person in direct conflict with any of CA's sponsors or official suppliers will be permitted within a Venue.

Premium Experience Conduct

37. The Customer will and will procure that all Guests dress smartly and otherwise comply with the dress code applicable to their Premium Experience Products.
38. CA reserves the right to refuse admission to a Venue in accordance with the Cricket Australia Ticket and Entry Conditions and the Venue's Terms & Conditions.
39. The Customer will not, and will procure that all 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 a Premium Experience Ticket holder fails 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 Premium Experience Ticket holder must deliver up any and all tickets in their possession. In addition, each Premium Experience Ticket Holder 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.
40. All unauthorised persons are prohibited from entering the playing area at all times.
41. The Customer acknowledges that, pursuant to relevant laws, CA may (or may procure that third parties):
 - a. terminate liquor service at the Premium Experience Facility at a certain hour, or at a certain time after completion of the Match on any specific day (notwithstanding that such time may be during the Designated Times);
 - b. require all Guests to vacate the premises within a certain time after completion of the Match on a specific day (notwithstanding that such time may be during the Designated Times);
 - c. terminate liquor service at the Premium Experience Facility and require the vacation of the Premium Experience Facility at an earlier time where it is reasonable to do so (notwithstanding that such time may be during the Designated Times);
 - d. remove intoxicated and/or disruptive persons (including the Customer's Guests) from the Premium Experience Facility and the Venue (including persons causing the Customer to breach this Agreement); and
 - e. refuse to serve liquor to a person (including a Guest) under the age of 18 or a person that is intoxicated.

42. The Customer or Guests are not permitted to bring their own food or drink into the Premium Experience Facility.

Termination and Expiration

43. CA may terminate this Agreement (including refuse entry to you and your Guests to the Match, the Premium Experience Facility or the Venue or remove you and your Guests from Match, the Premium Experience Facility, or the Venue) immediately, without refund, if you breach any term of this Agreement.

44. Termination or expiration of this Agreement will not affect the rights or obligations of the parties which have accrued up to the date of expiry or termination 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

45. CA may collect personal information about the Customer and Guests necessary for it to perform its obligations under this Agreement, to help promote the Match and to otherwise use and disclose in accordance with the Cricket Australia Collection Statement (located at www.cricket.com.au/collectionstatement) and Privacy Policy (located at www.cricket.com.au/privacy). Unless such persons advise otherwise, the Customer consents on behalf of the Guests to receiving future promotional and marketing material from CA and Australian Cricket Entities (as that term is defined in the Privacy Policy) including via electronic messages. CA will use, disclose, and manage all personal information in the manner set out in CA's Privacy Policy.

Miscellaneous

46. This Agreement sets out the entire understanding between CA the Customer in respect of the subject matter of this Agreement.

47. Any issues regarding dispute or interpretation of this Agreement must be resolved in accordance with the laws of the State of Victoria and the parties submit to the jurisdiction of the courts of Victoria.

Cricket Australia supports the Companion Card program which entitles the card holder to a complimentary admission ticket however for the avoidance of doubt does not include any food and beverages of which these costs will be charged accordingly but only if the cardholder's ticket is purchased at the same time. (Please note when purchasing online as the Companion Card details must be entered into the ticketing system at time of purchase and available for sighting as required at match).