



HOSPITALITY TERMS & CONDITIONS

VERSION: NOVEMBER 2024

CONTENTS

SECTION

1.	INTERPRETATION
2.	APPLICATION OF TERMS
3.	FORMATION OF THE CONTRACT
4.	CANCELLATION
5.	SUPPLY OF PACKAGE
6.	CLIENT'S OBLIGATIONS
7.	SPECIAL REQUIREMENTS & CHILDREN
8.	PAYMENT
9.	LIMITATION OF LIABILITY
10.	INDEMNITY
11.	FORCE MAJEURE & CHANGES
12.	PERSONAL DATA
13.	MISCELLANEOUS
SCHEDULE A	RUGBY AU HOSPITALITY TERMS AND CONDITIONS
SCHEDULE B	RUGBY AUSTRALIA TICKET & ENTRY TERMS AND CONDITIONS

SECTION 1 -

In these booking terms, the following words and phrases shall have the following meanings:

Booking Request Form: the booking request form submitted by the Client to the Reseller.

Confirmation: the email sent by the Reseller to the Client accepting and confirming a booking following receipt of the Booking Request Form.

Contract: these booking terms, the Booking Request Form, the Hospitality Provider's Terms and Conditions and the Confirmation.

Client: the persons, firm or company who enters into the Contract and to which the Hospitality Package is supplied.

Consumer: a private individual defined as a 'consumer' in accordance with the relevant consumer protection legislation applicable in England and Wales.

Guest: each person who ultimately receives the benefit of the Hospitality Package.

Hospitality Package: Hospitality Passes together with a Ticket and hospitality to be provided to the Client and its/their Guests as set out in the Confirmation.

Hospitality Passes: the credentials to enter and access specified hospitality facilities at the Venue.

Hospitality Provider: the legal entity providing the Hospitality Package as set out in the Hospitality Provider's Terms and Conditions.

Hospitality Provider's Terms and Conditions: the terms and conditions issued by the Hospitality Provider.

Payment Terms: the terms of payment set out in the Booking Request Form.

Privacy Policy: the Reseller's privacy policy available on request or at <https://www.lionstour.com/privacy-policy/>.

Reseller: Lions Rugby Travel. Special Terms: the special terms (if any) as set out in the Booking Request Form and confirmed as accepted by the Reseller in the Confirmation.

Ticket(s): the ticket(s) forming part of the Hospitality Package.

Total Cost: the total cost of the booking as set out on the Booking Request Form.

Venue: the facilities or location at which the Hospitality Package is taking place.

SECTION 2 - APPLICATION OF TERMS

- (1) These booking terms shall apply to and be incorporated in the Contract; apply to all dealings relating to the Hospitality Package between the Reseller and the Client; and prevail over any inconsistent terms or conditions contained in or referred to in the Client's purchase order, purchasing conditions, preferred supplier agreement or implied by law, trade custom, practice or course of dealing.
- (2) The Client accepts and agrees to comply with and to procure each Guest's compliance with the:
 - a) Hospitality Provider's Terms and Conditions; and
 - b) these booking terms.
- (3) The Hospitality Provider's Terms and Conditions set out the terms that apply to the Hospitality Package and shall, in the event of conflict in respect of provisions relating to the Hospitality Package, take precedence over any inconsistent terms contained elsewhere in the Contract, save that the Payment Terms and Limitation of Liability terms shall take precedence over any inconsistent terms contained in the Hospitality Provider's Terms and Conditions.
- (4) Except as further provided in the Contract, the Hospitality Provider's Terms and Conditions shall be used to determine the respective rights and duties of the Reseller and the Client under the Contract except that wherever in the Hospitality Provider's Terms and Conditions there is reference to the Hospitality Provider or a term referring to the Hospitality Provider, a reference to the Reseller shall be substituted.
- (5) The Reseller shall have in full all the rights, privileges, options and protections that the Hospitality Provider has in the Hospitality Provider's Terms and Conditions except as further provided in the Contract.

- (6) These booking terms set out the Client's relationship with the Reseller and shall, in the event of conflict in respect of provisions relating to the Client's relationship with the Reseller, take precedence over any inconsistent terms contained elsewhere in the Contract.

SECTION 3 - FORMATION OF THE CONTRACT

- (1) Each Booking Request Form submitted by the Client shall be deemed to be an offer by the Client subject to these booking terms. The Client shall ensure that the Booking Request Form is complete and accurate.
- (2) All Hospitality Packages are subject to availability and a binding contract shall not come into existence unless and until the Reseller issues a Confirmation to the Client.
- (3) No addition to, variation of, or attempted exclusion of any term of the Contract shall be binding on the Reseller unless authorised in writing by the Reseller.
- (4) Any Special Terms shall take precedence over these booking terms.

SECTION 4 - CANCELLATION

- (1) No Contract may be cancelled by the Client, except with the agreement in writing of the Reseller and payment by the Client of cancellation charges of 100% of the Total Cost.
- (2) The parties acknowledge that the cancellation charges set out in clause 4.1 are reasonable.

SECTION 5 - SUPPLY OF PACKAGE

- (1) The hospitality element of the Hospitality Package shall be provided by the Hospitality Provider.
- (2) The Reseller may charge the Client an administration fee of £50 for each change to the booking that the Client requests.
- (3) Delivery of the Hospitality Packages shall be deemed to be made on the earliest occurrence of either; collection of the Hospitality Packages by the Client, delivery of the Hospitality Packages to the Client, or delivery of the Hospitality Packages to a third-party carrier for delivery to the Client. Ownership and risk in the Hospitality Package shall pass on delivery as set out in this clause.
- (4) Once Hospitality Packages are delivered to the Client they are the responsibility of the Client and cannot be replaced if lost, stolen, damaged or defaced after delivery.
- (5) Any dates quoted for delivery of the Hospitality Packages are approximate only and the Reseller shall not be liable for any delay in delivery of the Hospitality Packages however caused. Time for delivery shall not be of the essence.
- (6) The Reseller reserves the right to make the Hospitality Package available for collection at the Venue. The Client will be notified by telephone, email or in writing of the arrangements for collection (using the details provided by the Client in the Booking Request Form) if this becomes necessary. Where there is not enough time to deliver Hospitality Packages, the Client will be informed of the arrangements for collection of Hospitality Package.
- (7) The price of the Hospitality Package covers the cost of postage for the Hospitality Package within the UK, but where postage outside the UK is required and/or special delivery instructions are requested by the Client, an additional charge will be imposed.

SECTION 6 - CLIENT'S OBLIGATIONS

- (1) The Client will:
 - a) promptly supply information requested by the Reseller about the Client and Guests;
 - b) ensure all information provided is complete and accurate;
 - c) be responsible for the safe keeping of the Hospitality Packages following delivery (Tickets cannot be replaced or re-issued for any reason);
 - d) check the Tickets and Hospitality Passes on receipt and immediately inform the Reseller of any mistakes;
 - e) not and its Guests will not engage in any conduct which may be prejudicial to or bring into disrepute the Reseller or the Hospitality Provider; and

- f) not make any statements, representations or undertakings, in respect of Hospitality Package that are incorrect or otherwise contrary to, or inconsistent with, the Reseller's marketing materials.
- (2) Any complaints concerning the Hospitality Package should be addressed with the Hospitality Provider in the first instance and must be notified to the Reseller in writing as soon as reasonably practicable.

SECTION 7 - SPECIAL REQUIREMENTS & CHILDREN

- (1) If a Guest is a wheelchair user and requires a wheelchair user Ticket or is not a wheelchair user but requires accessible seating, the Client must inform the Reseller at the time of submitting the Booking Request Form. The Client should note that wheelchair user Tickets and accessible Tickets are very limited and special mobility arrangements at the Venue are under the control of the Hospitality Provider over whom the Reseller has no control. Wheelchair user Tickets or accessible Tickets will be specifically confirmed in your Confirmation, if they are not, the Guest will have the Ticket stated in the Confirmation.
- (2) The Client must let the Reseller know about any of the Guests' special requirements (including dietary requirements) when submitting the Booking Request Form so that the Reseller can make arrangements with the Hospitality Provider. Special requirements are not always possible, are subject to availability and may incur additional charges.
- (3) The Venue and Hospitality Package are not designed for children. The Client must advise of any young adults that may be attending when submitting the Booking Request Form.

SECTION 8 - PAYMENT

- (1) The Client shall pay for the Hospitality Package as per the Payment Terms. All prices are exclusive of VAT and any other applicable taxes. No Hospitality Packages shall be provided until payment of the Total Cost has been received by the Reseller in full and cleared funds.
- (2) If the Client fails to make payment in full on the due date without prejudice to any other right or remedy available to the Reseller, the Reseller may:
 - a) charge interest on the amount outstanding from the due date to the date of receipt by the Reseller (whether or not after judgment), at the annual rate of 4% above the then current base lending rate of HSBC Bank plc, accruing daily and compounded quarterly; and/or
 - b) without notice cancel the Contract and resell the Hospitality Package to a third party without liability to the Client.

SECTION 9 - LIMITATION OF LIABILITY

- (1) The following provisions set out the entire liability of the Reseller (including any liability for the acts or omissions of its employees) to the Client and its Guests in respect of any breach of the Contract and any representation, statement or tortious act or omission (including negligence) arising out of or in connection with the Contract.
- (2) Unless the Client is a Consumer, in which case none of the statutory rights are excluded, all warranties, conditions and other terms implied by statute or common law are excluded from the Contract to the fullest extent permitted by law.
- (3) Nothing in these booking terms excludes or limits the liability of the Reseller for death or personal injury caused by the Reseller's negligence or fraud or fraudulent misrepresentation.
- (4) The Hospitality Provider's Terms and Conditions are incorporated into the Contract, together with the limits of liability therein. The Reseller's liability shall be limited to the amounts set out in those terms, except that in no circumstances will Reseller's liability exceed the Total Cost. The Client shall not be entitled to claim for the same loss suffered in respect of a Hospitality Package claim if they have already claimed for that loss under the Hospitality Provider's Terms and Conditions.
- (5) Subject to clause 9.3, the Reseller:
 - a) shall not be liable for any loss of profits, loss or damage to personal possessions, loss of business, loss of enjoyment, loss of opportunity, depletion of goodwill or similar losses or for any special, indirect or consequential loss, costs, damages, charges or expenses howsoever arising;

- b) in particular the Client notes that:
 - i) personal arrangements and expenditure, including travel, accommodation, hospitality and other costs and expenses incurred by the Client relating to the Hospitality Package which have been arranged by the Client are at its own risk, and neither the Reseller nor the Hospitality Provider shall be responsible or liable to the Client for any wasted or unrecoverable costs or expenditure in relation to such personal arrangements, even if caused as a result of the cancellation, rescheduling or alteration of the Hospitality Package; and
 - ii) neither the Reseller nor the Hospitality Provider shall be responsible or liable to the Client for any loss of enjoyment or amenity, including where a Hospitality Package has been cancelled, rescheduled or altered; and
 - iii) neither the Reseller nor the Hospitality Provider shall be responsible or liable to the Client (and the Client will not be entitled to any refund) if admission to Venue is refused or revoked at any time as a result of the Client's breach of the Hospitality Provider's Terms and Conditions;
- c) the Reseller's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Total Cost;
- d) the Reseller has no control over the running of the Hospitality Package and accepts no liability for any acts or omissions on the part of the Hospitality Provider or its servants, agents, employees or sub-contractors; and
- e) the Reseller may cancel the Contract and provide the Client with a full refund if the Hospitality Provider prevents it from selling or revokes its consent for Reseller to sell Hospitality Packages.

SECTION 10 - INDEMNITY

The Client will indemnify, and keep indemnified, the Reseller against all direct and indirect actions, proceedings, liabilities, damages, losses, claims and costs, expenses, demands and proceedings whatsoever arising whether in contract, tort or otherwise, arising out of or in connection with a breach of its obligations under the Contract and for any damage to the Venue or other third parties the Client or its Guests cause.

SECTION 11 - FORCE MAJEURE & CHANGES

- (1) The Reseller shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Contract if the delay or failure is due to any act beyond the Reseller reasonable control, including but not limited to; any act of God, adverse weather conditions, epidemic or pandemic, explosion, fire or accident, war or threat of war, terrorist activity or threat of terrorism, cyber attack, sabotage, insurrection, civil disturbance or requisition, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental or local authority, import or export regulations or embargoes, strikes, lockouts or other industrial actions or trade disputes, power failure, reduced capacity at stadiums or events played behind closed doors, Clients are unable to travel to the destination of the Hospitality Package or postponement or cancellation of the Hospitality Package or the event to which the Hospitality package relates.
- (2) Where a Hospitality Package is cancelled or rescheduled, the Reseller will use its reasonable endeavours to notify the Client using the details provided in the Booking Request Form but the Reseller does not guarantee that the Client will be informed of such cancellation or rescheduling before the date of the Hospitality Package.
- (3) The Client is advised to take out insurance to protect itself in the event of cancellation, abandonment, curtailment or re-arrangement.

SECTION 12 - PERSONAL DATA

- (1) The Reseller collects personal data about the Client and its Guests when the Client submits their Booking Request Form and when communicating with the Reseller. The Reseller collects and processes personal data in accordance with its Privacy Policy.
- (2) The Reseller will update your personal data whenever it can to keep it current, accurate and complete.
- (3) The Reseller is contractually obliged to pass on the Guests personal data to the Hospitality Provider (and the Hospitality Provider may be required to pass on personal data to other third parties) for ticket management and reporting purposes. By submitting the Booking Request Form the Client and its Guests consent to the Reseller passing on this personal data.

SECTION 13 – MISCELLANEOUS

- (1) The Client is not an agent or partner of the Reseller and has no authority to and will not make any representation nor give any warranties on behalf of, or in the name of the Reseller nor incur or create any expense chargeable to, nor pledge the credit of the Reseller.
- (2) Each party shall keep in strict confidence any confidential information (as understood generally by a normal business person) disclosed by one party to the other.
- (3) A waiver of any right under the Contract is only effective if it is in writing and signed by or on behalf of the waiving party, and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given.
- (4) The Contract constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.
- (5) Subject to clauses 9.2 and 9.3, each party acknowledges that, in entering into the Contract, it has not relied on, and shall have no right or remedy (other than for breach of contract) in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in the Contract.
- (6) The Client shall not, without the prior written consent of the Reseller, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract. The Reseller may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.
- (7) The Contract is made for the benefit of the parties to it and is not intended to benefit, or be enforceable by, anyone else except the Hospitality Provider or as set out in the Hospitality Provider's Terms and Conditions.
- (8) Any notice required to be given pursuant to the Contract shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the address of the party as set out in these booking terms, such other address as may be notified by one party to the other.
- (9) The Contract and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction.

SCHEDULE A - RUGBY AU HOSPITALITY TERMS AND CONDITIONS

Upon payment of part or all of the tax invoice (**Invoice**) sent to the company named on the tax invoice (**Client**) by Rugby Australia Ltd ABN 36 002 898 544 (**Rugby AU**) or its Agent (as defined below), 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, for **Lions Test matches and Lions Non-Test matches** the Client must pay:
 - i. a minimum 50% deposit at time of booking / or within 24 hours (**First Instalment**); and
 - ii. the balance of the invoice no later than 12 weeks before the Event.
 - b) For payments where a Rugby Hospitality Package is purchased within 12 weeks or less of an Event, the Client must make payment in full.
 - c) For payments made via Rugby AU's website, the Client must make payment in full.
 - d) 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 50% of the Rugby Hospitality Package price (i.e. the First 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 Rugby Australia Ticket & Entry Terms and Conditions as set out in Schedule B and 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.

SCHEDULE B - Rugby Australia Ticket & Entry Terms and Conditions

1. GENERAL

The following Rugby Australia (**Rugby AU**) Ticket & Entry Terms and Conditions apply to all ticket holders, their guests and accredited persons who have purchased or received tickets to or are attending events hosted, controlled, organised, staged or promoted by Rugby AU (Events). By purchasing tickets or attending an Event all persons agree to be bound by these Ticket & Entry Terms and Conditions and will ensure that anyone they have purchased tickets for has read, agreed to and will comply with these Ticket & Entry Terms and Conditions. These Ticket & Entry Terms and Conditions should be read in conjunction with any relevant event venue conditions of entry and any other terms and conditions which may apply to purchases of tickets to and attendance at Events.

2. TICKETS

- a) Valid tickets are required for all Events and tickets must be carried at all times and produced upon request.
- b) Persons must occupy the seat specified on their ticket.
- c) Persons must not:
 - i. use the ticket for advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services; or
 - ii. package the ticket with other goods and services.
- d) **Transfers and Re-Sale:**
 - i. Tickets should only be resold or transferred through Rugby AU or its ticketing agents' nominated ticket resale platforms. The use of any ticket resale service or platform is, at all times, subject to any applicable terms and conditions of use, including with respect to ticket resale value. Nothing in these Ticket & Entry Terms and Conditions limits or restricts the application of such applicable terms and conditions of use.
 - ii. Tickets must not be resold or transferred, or attempted to be resold or transferred, for more than 10% above the purchase price, and at all times must only be resold or transferred in accordance with relevant State and/or Federal law.
 - iii. Any tickets transferred or resold in breach of relevant State and/or Federal law may be cancelled by Rugby AU.
- e) **Refund/Exchange:**
 - i. Tickets will not be refunded or exchanged except in accordance with the "Code of Practice for the Ticketing of Live Entertainment in Australia" (the Code), available at www.liveperformance.com.au.
 - ii. Except as provided by the Code, to the extent permitted by law, Rugby AU is not liable to any person for any loss (including consequential loss) arising out of, or in connection with, the cancellation or rescheduling of the Event.
- f) **Ticket Limits** - To ensure fair access to tickets, a limit may be placed on the number of tickets that can be purchased by any one customer. The limit for each Event will be determined at Rugby AU's discretion and notified to customers at the time of purchase.
 - i. Rugby AU may, having first advised customers of the applicable ticket limit, void any or all tickets purchased in excess of the ticket limit.
 - ii. Unique ticket limits may apply to specific stakeholder groups at the discretion of Rugby AU.
- g) Rugby AU reserves the right to make alterations to the time, date, participating teams and venue of any Match, or the seating capacity, seating area or seating number referred to on a ticket in the event of unforeseen or other circumstances, including (without limitation) force majeure, safety and security concerns, weather or playing conditions, or decisions from any competent authority. In the event of such alteration, Rugby AU will not be liable to you or any other person for any costs, expenses or other losses resulting from such alteration (except to the extent Rugby AU must be liable under applicable laws such as the Australian Consumer Law).
- h) Customers who purchase tickets with a restricted or impaired view notification (notification will be provided at the time of purchase) will not be entitled to a relocation or a refund due to the restricted or impaired view.
- i) Customers purchasing child, junior and/or concession ticket may be requested to provide proof of eligibility at the time of purchase or upon entry into the Event venue (**Match Venue**).

3. ENTRY REQUIREMENTS

- a) **Security Screening:** All persons and their possessions may be subject to searches before entering the Match Venue and may be subject to search upon exit. Refusing a search of your person or possessions may result in refusal of entry or you may be asked to leave the Match Venue.
- b) **Possession of illegal, Prohibited or Restricted Items:** Any person having entered the Match Venue and found to be in possession of an illegal, Prohibited or Restricted Item, shall have such item confiscated and may be evicted from the Match Venue and/or prosecuted by Police.
- c) **Refusing Entry/Eviction:** All persons acknowledge and agree that Rugby AU, Match Venue management, police and contracted security personnel may refuse entry or evict any person who they reasonably believe may have engaged in, or be likely to engage in conduct including, but not limited to:
 - i. breach(es) of these Ticket & Entry Terms and Conditions;
 - ii. conduct that jeopardises the safety or security at the Match Venue or event;
 - iii. intoxication or disorderly behaviour associated with alcohol or illicit substances;
 - iv. bringing in or attempting to bring in, or possession of illegal, Prohibited or Restricted Items (as referenced in clauses 3(d) and 3(e) below);
 - v. illegal, Prohibited or Restricted Activity (as referenced in clause 3(f) below);
 - vi. failing to comply with lawful directions by Rugby AU, Police, or Match Venue/ Security staff;
 - vii. failure to comply with a current Rugby AU Banning Notice or Court Order prohibiting entry to the Event / Match Venue; or
 - viii. unauthorised entry into the Match Venue or any part of the Match Venue e.g. without a valid entry ticket or accreditation.
- d) **Prohibited Items:** The following is a non-exhaustive list of items that are prohibited by law and are not permitted to enter the Match Venue:
 - i. illegal substances including controlled, dangerous or illicit substances;
 - ii. flares, fireworks, weapons, explosives and smoke bombs; and
 - iii. imitation, fake or toy weapons of any kind.
- e) **Restricted Items:** The following items are considered restricted and are not permitted to enter the Match Venue:
 - i. alcoholic beverages;
 - ii. glass bottles, cans and breakable containers;
 - iii. projectiles of any description;
 - iv. recreational equipment such as skateboards, rollerblades and bicycles;
 - v. animals and pets (other than Assistance Dogs);
 - vi. laser pointers;
 - vii. computers and/or electronic equipment to aid a person/s to conduct live betting;
 - viii. non-accredited photographic equipment and recording devices for commercial purposes including audio and video equipment;
 - ix. confetti or shredded paper;
 - x. flag poles composed of materials other than plastic or wood or greater than 1.5 metres in length;
 - xi. signs, banners, flags and clothing displaying offensive, political, national, racial or unauthorised commercial material;
 - xii. eskies, coolers and iceboxes too large to be stored under a seat; and
 - xiii. any item determined by Rugby AU that may cause injury, public nuisance or which is deemed dangerous to fellow spectators or Event participants or staff.
- f) **Restricted/Prohibited Activities:** The following is a non-exhaustive list of activities that are restricted or prohibited within the Match Venue and participation in such activities may result in eviction:
 - i. use of computers and/or electronic equipment to aid a person/s to conduct "live" betting;
 - ii. conducting "live" betting or assisting in the conduct of "live" betting;
 - iii. smoking (other than in a designated area);

- iv. umbrellas are permitted into the Match Venue (subject to the Match Venue's conditions of entry) but, for the comfort of others, must not be raised in the seating or concourse areas;
- v. for safety reasons, strollers and prams may not be permitted in the seating bowl
- vi. displaying commercial or offensive signage;
- vii. throwing objects of any description;
- viii. striking or igniting flares, fireworks, explosives and or smoke bombs;
- ix. offensive or racist chanting or language;
- x. concealing identity with a scarf, balaclava, mask or other item unless for a religious, medical or other justifiable reason;
- xi. storage of equipment or standing/sitting in aisles or walkways; and
- xii. unauthorised soliciting and customer surveying.

- g) **Entering the Field of Play:** Unauthorised persons are prohibited from entering the field of play. Prosecutions may be pursued for unauthorised access to either the Match Venue or field of play.
- h) Persons are responsible for their own conduct whilst in the Match Venue and must pay for the cost of repair of any damage caused to the Match Venue or any property in the Match Venue or its surrounds as a result of their conduct.

4. RESPONSIBLE CONSUMPTION OF ALCOHOL

All persons entering the Match Venue are advised that:

- a) they are entering a licensed premise;
- b) persons identified as being intoxicated will not be permitted to enter;
- c) persons found in possession of liquor will not be permitted to enter;
- d) persons identified as being intoxicated will be removed from the premises;
- e) it is an offence for minors to purchase and consume liquor;
- f) it is an offence to purchase liquor for (or supply liquor to) minors;
- g) persons supplying liquor to minors will be reported to the Police; and
- h) penalties and fines may apply under the relevant State or Territory's liquor or other applicable legislation.

5. SURVEILLANCE

For the safety and security of Persons and staff, closed circuit television (CCTV) cameras may be operating in and around the Match Venue. All persons entering the Match Venue consent to having their image recorded. In the event of an incident, any footage obtained may be provided to Police and the Match Venue operator and used to prosecute or support the implementation of a ban on a person, or for other law enforcement purposes.

6. LIABILITY

Viewing of and attendance at Rugby AU Events and associated activities can be dangerous and may result in injury. Persons attending Rugby AU Events do so at their own risk. Persons bring personal items into the Match Venue at their own risk and assume all risk of any damage or loss (including property damage, personal injury, economic and consequential loss) however it may arise at the Match Venue. Rugby AU and the Match Venue will not be held responsible for any damage to, loss or theft of a person's personal property.

7. PASS-OUTS

Pass-outs are issued at the discretion of the Match Venue. Should pass-outs be granted, persons wishing to re-enter the Match Venue must present both the pass-out and a valid ticket to regain entry. Persons will be subject to searches upon Match Venue re-entry.

8. PHOTOGRAPHS AND BROADCASTS

Photographs taken within the Match Venue may be used only for private non-commercial purposes. Making or distributing of broadcasts, commentary, news reports or statistics (by any means including by mobile phone or other wireless device) of or relating to the Event is prohibited.

9. IMAGE RELEASE

Persons attending Events do so understanding and accepting they will likely be captured, photographed or recorded with still photography, film and audio recordings and they grant Rugby AU the non-exclusive, worldwide, royalty free right to use their image and likeness in perpetuity in any form or medium, as part of any broadcast or recording of the Event match and for any other commercial purposes (including in advertising and promotional materials). Parents and guardians

consent to the granting of such rights and license to Rugby AU on behalf of their children and/or dependents attending the Event.

10. BREACH OF TICKET & ENTRY TERMS AND CONDITIONS

If Persons breach these Ticket & Entry Terms and Conditions they may be:

- a) denied access to, or evicted from, the Match Venue, have their ticket (and any future Event tickets) cancelled and be required to deliver up any ticket in their possession;
- b) banned from attending future Events by a Court, the Match Venue Management, or at the discretion of Rugby AU;
- c) asked for identification by Rugby AU (including its authorised contractors, agents or employees), Police, Match Venue Management or Contract Security staff.

Information collected from or on Persons who breach the Ticket & Entry Terms and Conditions may be shared between Match Venue Management, Contract Security staff, Police, Rugby AU Member Unions, World Rugby, SANZAAR and or Licensed Premises local to the Match Venue. This information may be used to prosecute or support the implementation of a ban on the person, or for other law enforcement purposes, and Persons consent to such use.

11. PRIVACY WAIVER

Persons grant consent for their name, address, date of birth and photograph to be provided to the relevant State, Territory or Federal Police, Match Venue Owner Operator or Contract Security staff, Member Unions, World Rugby and SANZAAR in the event that they are evicted from or arrested within the Match Venue and for State, Territory or Federal Police to disclose to Rugby AU the nature and result of any action or criminal proceeding initiated by Police or other competent authorities as a consequence of their eviction from or arrest within the Match Venue.

12. PRIVACY NOTIFICATION

All persons entering the Match Venue are advised, in accordance with applicable Privacy legislation, that the relevant State, Territory or Federal Police and Match Venue Owner Operators may provide Rugby AU with the name, address, date of birth and photograph of any person detained or arrested by Police at the Match Venue, or evicted from the Match Venue and the nature of any action or criminal proceeding initiated by the relevant party as a consequence so that Rugby AU can consider, and if deemed necessary, implement a ban on the person from attending future Rugby AU Events at nominated Match Venues.

13. BRITISH & IRISH LIONS SERIES 2025 – REGIONAL RESTRICTIONS

- a) For the British & Irish Lions Series 2025 in Australia only, Rugby AU and the British & Irish Lions may appoint Authorised Ticket Agents, and Authorised Ticket Resellers.
- b) Unless otherwise authorised in writing by Rugby AU or the British & Irish Lions, as applicable, in each of the two regions set out below, tickets may only be purchased from the nominated Authorised Ticket Agents or Authorised Ticket Resellers, as the case may be, for that region, being:
 - i. **Region 1:** the European Economic Area (including Switzerland) and the United Kingdom; and
 - ii. **Region 2:** Australia, New Zealand, Japan, Fiji, Tonga, Samoa and neighbouring South Pacific countries; and
 - iii. **Region 3:** Rest of the World (**ROW**) being all other regions not considered by Region 1 and Region 2 as defined above.
- c) The Authorised Ticket Agents are, in the case of:
 - iv. **Region 1:** Lions Rugby Travel (<https://official.lionstour.com/>); and
 - v. **Region 2:** Ticketek, Ticketmaster, Wallabies Travel and SEL as applicable; and
 - vi. **Region 3:** Ticketek, Ticketmaster, Lions Rugby Travel, Wallabies Travel and SEL as applicable.
- d) Where Rugby AU and/or the British & Irish Lions becomes aware that a ticketholder has purchased a ticket other than from an Authorised Ticket Agent or Authorised Ticket Reseller for the region in which they are located at purchase, Rugby AU and/or the British & Irish Lions may, in accordance with these Terms and Conditions deem the purchase of such tickets as being invalid and take any necessary further action.
- e) Rugby AU and/or the British & Irish Lions may appoint or remove Authorised Ticket Agents and/or Authorised Ticket Resellers in its sole and absolute discretion, and a list of these Authorised Ticket Agents and Authorised Ticket Resellers will be published as required.
- f) Rugby AU and the British & Irish Lions (as applicable) reserve all rights related to and arising from these Ticket & Entry Terms and Conditions, in particular this section 13.