



2023 ISPS HANDA AUSTRALIAN OPEN HOSPITALITY TERMS & CONDITIONS

GOLF AUSTRALIA LIMITED (GA)

Terms and Conditions of Sale

Please read these Terms and Conditions (**Terms**) carefully before purchasing a hospitality ticket. By purchasing a hospitality ticket from GA, you agree to be bound by these.

These Terms:

- relate both to the sale of hospitality tickets and attendance at events; and
- apply to both the original purchaser and any subsequent ticketholders.

Variation to Terms and Conditions

GA may vary these Terms at any time by updating them. Any variations will only apply to hospitality ticket purchases made after these Terms have been updated.

Additional Seller Terms and Conditions

Each hospitality ticket is sold subject to GA's Conditions of Entry below.

General Terms and Conditions

GA will engage Resellers in the sale of hospitality tickets. As such, except as specified in these Terms, all claims in connection with hospitality tickets are the sole responsibility of the Reseller and, except to the extent required by law (including the Australian Consumer Law (**ACL**)) GA has no liability to you.

Refunds, exchanges and replacements

GA does not offer refunds or exchanges as a result of a change in your personal circumstances or due to external factors such as, for example, adverse weather. GA may only consider the provision of a refund or exchange of a hospitality ticket if:

- an event is cancelled, rescheduled or significantly relocated by GA (and you cannot or do not wish to attend the rescheduled or relocated event), or
- to the extent otherwise required by law (including the ACL).

If an event is cancelled and you wish to seek a refund you must apply for a refund by the earlier of:

- (a) 4 weeks after notification of the reschedule or relocation; or
- (b) 72 hours prior to the event.

If you do not request a refund by that date, you will have agreed to the reschedule or relocation and will not be entitled to claim a refund;

If an event is cancelled, rescheduled or significantly relocated by GA, any liability is limited to the amount for which the ticket was purchased (including any fees or charges unless otherwise notified at time of purchase). Proof of purchase may be required for any refund or exchange.

Unless required by law (including the ACL), GA will not be liable for any other losses incurred by you as a result of the cancellation, rescheduling or relocation of an event, including any travel and accommodation expenses.

GA may consider replacing lost, stolen, damaged or destroyed tickets however the authenticity of the hospitality ticket must first be verified, including proof of purchase, and subject to you giving reasonable notice before the event. GA may charge a reasonable fee for the replacement of hospitality tickets. You should carefully consider the refund and cancellation policies of travel, accommodation and other goods or service providers when arranging to attend an event.

You may also wish to consider taking out relevant insurance cover for any losses in the event of cancellation, rescheduling or relocation.



Variations to performances or events

GA reserves the right to add, withdraw, reschedule or substitute players and/or vary advertised programs, prices, venues, seating arrangements and audience capacity.

Conditions of entry

1. **You** accept and are bound by the following Terms and Conditions (and the terms and rules displayed at the Venue or otherwise provided to You) (**Entry Terms**) in respect of the golf tournament you are attending (**Event**). You have the right to view the Event and no other rights in respect of the Event.
2. GA reserves its right to cancel, withdraw, postpone or reschedule the Event.
3. None of GA, PGA Tour Australasia Pty Ltd, DP World Tour, WPGA Tour of Australasia nor any player in, or sponsor or broadcaster of, the Event, nor any of their associates, subsidiaries, officers, agents or employees (all of the above being **Parties**), is liable to You or Your guests for any Claims incurred as a result of the Event being cancelled, postponed or rescheduled. You and your guests also release each of the Parties from all Claims You or Your guests may have or incurred by You or Your guests arising out of, in connection with, or incidental to any act, omission or negligence of any the Parties. **Claims** includes actions, damages, compensation, losses and expenses.

You assume all risk and danger incidental to the Event and the game of golf and release GA and its subsidiaries, the host broadcasters and all of their respective sponsors, participating players and all of their agents from any and all liabilities resulting from the assumption of such risk and danger.
4. You must obey all reasonable directions and rules given by any of the Parties at which the Event is held (**Venue**).
5. GA reserves the right to inspect Your clothing, baggage, containers or person whilst You are at the Event or at the Venue. Whilst at the Venue, You are responsible for your own property.
6. You cannot under any circumstance bring the following items into the Venue: weapons; flares; fireworks; explosives; smoke bombs; illegal substances; alcohol; poles; step ladders; musical instruments; horns; banners; flags; signs; balls; frisbees; any political, religious or race related materials; or any other dangerous items.
7. You cannot do any of the following whilst at the Venue: gamble; use flash photography including digital cameras and mobile phones or other lighting devices; engage in ambush marketing; display commercial or offensive signage; enter restricted areas; engage in any dangerous activities.
8. You may be refused entry into, or removed from, the Venue if You do not obey these Entry Terms or any reasonable direction of any of the Parties, or if You disrupt the Event.
9. If You are photographed, filmed or taped, at the Event, you consent to the Parties or the broadcaster of the Event photographing, filming or taping You and You authorise them to broadcast, publish, license and/or use any photographs, film, recordings or images of You without compensation.
10. For information on GA's privacy policy, please refer to <https://www.golf.org.au/competitionpolicies>
11. In case of inclement weather, when a siren is heard, please seek appropriate shelter.

Collection and delivery of tickets

You must allow adequate time for collection or delivery of hospitality tickets. Methods of collection and/or delivery will be available when choosing your collection/delivery details. In the interests of minimising hospitality ticket scalping, GA may change your delivery method to "venue collect" at its discretion.

System Errors

Whilst GA takes all reasonable care to ensure that hospitality tickets are correctly priced and only available for sale when intended, sometimes errors may occur. GA may cancel an order made as a result of any such error, although in the case of a pricing error GA will endeavour to contact you to give you the option of purchasing the ticket at the correct price.

Customer Errors

If an error on your behalf results in GA reprocessing the hospitality ticket transaction at your request, GA may charge to you the actual costs incurred in reprocessing the ticket transaction, including any chargeback or postage fees charged to GA by a third party.