

Terms & Conditions

Though purchasing tickets from Venues NSW (VNSW) you are acknowledging and agreeing to the terms and conditions stated below. Please ensure these terms and conditions are read carefully to ensure your satisfaction and understanding of our purchase process which apply to your tickets and any additional items that you purchase.

Terms and Conditions may be updated online at any time through www.venuesnsw.com. Any updates to the terms and conditions will only apply to ticket purchases made after the changes. Tickets will not be released or confirmed until the full ticket payment has been received. Venues NSW reserves the right to cancel any booking without refund if these terms and conditions are breached.

1. TICKETS

- 1.1 Tickets will be issued within 72 hours of an event following final payment from the purchaser.
- 1.2 Any issued tickets which are lost or damaged will be replaced by VNSW only on terms acceptable to VNSW. VNSW reserves the right to charge a replacement and/or delivery fee, in its absolute discretion, for every Ticket replaced. Requests to receive replacement Tickets must be submitted in writing to VNSW.

2. THE GARDEN AREA

- 2.1 VNSW grants you and your guests (if applicable), the right to access and use The Garden area during the designated times in accordance with the Conditions of Entry for the purpose of;
 - a) You and your guests viewing the relevant Event;
 - b) You and your guests making use of The Garden area; and
 - c) Activities ancillary to the foregoing

Subject at all times to any rules and regulations relating to the relevant Venues and the Ticketing Terms and Conditions.

- 2.2 You acknowledge and accept that access to the Venue and The Garden area is strictly limited to the day of the Event during the Designated Times.

3. NO RESELLING

You must not, and must ensure that you and your guests do not, sell, on-sell, exchange for valuable consideration, assign, license, sub-license, transfer, bundle with other goods or services, or otherwise commercially deal with any of the rights, benefits and entitlements contained within The Garden sale, without the prior written consent of VNSW, which consent will be exercisable in its absolute discretion and may include such conditions as VNSW sees fit. If a ticket is resold or if these conditions are breached, the ticket may be cancelled without a refund and the ticketholder may be refused admission into the venue.

4. CANCELLED OR RESCHEDULED EVENTS

- 4.1 If Venues NSW decide to cancel the Event (and not reschedule), you will be notified that your order will be cancelled, and you will be refunded the sale price of your ticket. If you have purchased tickets for a multiple day event, but not all days are cancelled, you may only be offered a proportionate partial refund.

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4.2 If the Event which you have purchased tickets for is rescheduled, tickets will be valid for the new postponed date. Ticket holders will be notified of the new event information as soon as we have received relevant information and decided on a date and time to reschedule the event to. If you notify us before the specified deadline date informing us that you are unable to attend the rescheduled date, you will be able to cancel your order and obtain a refund of the sale price of your ticket. Any requests for a refund following the specified deadline date may result in the rejection of a refund payment.

5. REFUNDS & EXCHANGES

5.1 VNSW does not offer refunds or exchanges as a result of a change in your personal circumstances or due to external factors.

5.2 If an event is cancelled, rescheduled or significantly relocated, all liability is limited to the amount for which the ticket was purchased (including any fees and charges). All refunds will be transferred back to the same method of payment used to purchase the original ticket. Proof of purchase may be required for any refund or exchange. Unless required by law, VNSW will not be liable for any other losses incurred by you as a result of the cancellations, rescheduling or relocation of an event, including any travel and accommodation expenses.

6. VARIATIONS TO PERFORMANCES OR EVENTS

6.1 VNSW reserves the right to add, withdraw, reschedule or substitute artists, performers, teams or players and/or vary advertised programs, prices, venues, seating arrangements (including ticket categories) and audience capacity.

6.2 We may change your seat location or change your seat configuration at any time. If we need to re-seat you, we will use reasonable endeavours to ensure it is in a location of at least comparable value to the seat you booked or refund you the difference in value.

6.3 We make every effort to ensure ticket pricing is correct, but we reserve any rights we may have to correct genuine errors.

7. CONDITIONS OF ENTRY

7.1 When purchasing a ticket, the client agrees to abide by any rules of the Venue at which the ticket has been purchased for, including but not limited to poor behaviour, smoking, intoxication or under the influence of illicit drugs and any relevant legislation, policies or guidelines.

7.2 You may be refused entry to the Event or be removed from the Event at our discretion. This includes if:

- a) You fail to comply with these terms and conditions or any relevant conditions of entry;
- b) We have not received payment for your ticket or you are unable to produce a ticket;
- c) You are intoxicated, you behave in a threatening, disruptive or offensive manner or you do not follow safety directions; or
- d) You unreasonably interfere with another guests' enjoyment of the Event or with our staff carrying out their functions.

7.3 You may be required to submit yourself and your belongings to a search on entry to the event. If you refuse security searches, you may be denied entry into the event without a refund or compensation. VNSW reserves the right to prohibit any items at its discretion without any notice.

The Garden at Allianz Stadium

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- 7.4 By attending the event, you and each attendee in your group acknowledge and agree that you each may be filmed and/or recorded and you each give permission to VNSW to use your image, likeness and voice obtained at the event in all media throughout the world for any purposes and without any compensation.
- 7.5 Closed circuit television (CCTV) will be used at the Venue.
- 7.6 Risks of injury or illness associated with attending an event including the transmission of COVID-19 and other infectious diseases which may be transmitted between event participants.
- 7.7 By purchasing tickets and attending the Venue, you and your guests acknowledge that you have considered the risks involved and your personal risk level from attending the event. In the case of a ticketholder contracting COVID-19, they may receive a full or part refund if they show proof of positive test.
- 7.8 You are responsible for knowing the contact details of all attendees in your group. In the event you are contacted directly by the Government, including the Department of Health for the purposes of contact tracing, you must: (a) make the contact details of your group available to the Government (if you have the consent of each group member to do so); or (b) contact each member of your group, and request that they provide their contact details to the Government directly.

8. LIABILITY

- 8.1 Subject to Section 8.5 below and to the maximum extent permitted by law, VNSW will not be responsible or liable for any loss, damage or injury (including any special, indirect, consequential, or incidental or punitive loss or damage), howsoever caused, arising from your attendance of the Event, whether or not the loss or damage was foreseeable and even if advised of the possibility or the loss or damage. You assume all risk associated with your attendance of the Event and you are responsible for making your own inquiries before deciding whether an Event is suitable for you to attend.
- 8.2 Unless required by law, VNSW will not be responsible for any auxiliary or incidental expenses incurred or to be incurred by you in connection with your attendance to the Event, for example, travel, car parking, childcare, accommodation or other goods or services, even if the Event is cancelled. You should consider whether insurance is appropriate for your circumstances.
- 8.3 You are at all times responsible for your personal possessions (such as bags, mobile phones and other items you carry with you) and must not leave any of your possessions unattended at any time.
- 8.4 Without prejudice to Section 8.5 below, VNSW liability to you in relation to tickets is limited to the obligations specified in these terms and conditions and our obligations under applicable laws. Except as expressly provided in these terms and conditions, all express or implied guarantees, warranties, representations relating to these terms and conditions or its subject matter, not expressly stated in these terms and conditions are excluded to the maximum extent permitted by law.
- 8.5 The Australian Consumer law provides certain statutory guarantees for consumers which cannot be excluded, for example that services will be provided with due care and skill. Nothing in these terms and conditions excludes, restricts or modifies any right to remedy, or any guarantee, warranty, representation or other term or condition, implied or imposed by any legislation, including the Australian Consumer Law, which cannot lawfully be excluded or limited.