

CONDITIONS OF TICKETING & ENTRY

General

1. Your entry to Lakeside Stadium (including the car park) located at 33 Aughtie Dr, Albert Park VIC 3206 (**Venue**), administered by the State Sport Centres Trust trading as Melbourne Sports Centres (ABN 16 374 471 008) (**MSC**), is subject to these terms and conditions of entry, as amended from time to time (**Conditions**). A copy of these Conditions is posted at the entrances to the Venue, and is available from MSC's website at <https://melbournesportscentres.com.au/about/terms-conditions>
2. It is your responsibility to inform yourself of these Conditions. By entering the Venue, or possessing a ticket for entry to the Venue, you are deemed to have accepted and understood as binding on you these Conditions and any accompanying risks, obligations and responsibilities.
3. A reference to Venue in these Conditions means and includes any fixtures, fittings, buildings, improvements and chattels at or in the Venue.

Conditions of Entry

4. MSC reserves the right to refuse entry to or remove any person from the Venue.
5. Unaccompanied children under 10 years of age are not permitted entry to the Venue unless accompanied by a person at least 16 years of age, or where participating in an official program run by MSC. If you bring children under 18 years of age to the Venue, you are responsible for the care, conduct and supervision of those children at all times and must keep those children within your sight at all times.
6. MSC prohibits certain goods from being brought into the Venue. A current list of these goods is listed in the attachment headed "**Prohibited Goods**". MSC reserves the right to add to or change this list at any time.
7. MSC prohibits certain behaviour, conduct and activities at the Venue. A current list of the prohibited behaviour, conduct and activities is listed in the attachment headed "**Prohibited Behaviour**". MSC reserves the right to add to or change this list at any time.
8. You must immediately comply with all laws and any reasonable directions given to you by MSC or its representatives, including any emergency evacuation procedure or any other occupational health and safety requirement. MSC may search you and any goods in your possession or control to determine whether you have complied with clause 6.
9. You are responsible for your own property (including, without limitation, any motor vehicle) and MSC will not be liable for loss, damage to or theft of any property brought to the Venue.

Public health and safety measures

10. MSC reserves the right, at any time in its absolute discretion, to:
 - (a) close the Venue, notwithstanding any previously advertised Venue opening times;
 - (b) implement social distancing requirements;
 - (c) change the way or method patrons are permitted to use the Venue or particular facilities within the Venue, such as limiting the number of people in individual areas; and/or
 - (d) impose any other measures or directives it considers necessary,to comply with any government directives or advice, including under Victorian Government Restricted Activities Guidelines, and/or for public health and/or safety reasons.
11. Measures implemented under clause 10 will be notified to Venue patrons by signage and/or such other methods of notification deemed sufficient by MSC in its absolute discretion.
12. Patrons must at all times comply with any requirements or measures adopted by MSC under clause 10.

Food and beverages

13. Food and beverages are prohibited from any field of play, game or sport surface area within the Venue, except water or sports drinks within a designated bottle.
14. It is unlawful for persons under 18 years of age to purchase alcohol, and minors are prohibited at all times from doing so at the Venue.

Use of equipment and facilities

15. No tape, powder, chemical or other item or product may be installed, applied, or adhered to any field of play, game or sport surface, or to any equipment, within the Venue without the prior written approval of MSC or its authorised representatives. You indemnify and keep indemnified MSC for any damage or defacement of any field of play, game or sport surface, or any equipment within the Venue, caused directly or indirectly by your use or breach of these Conditions.
16. Non-marking shoes must be worn on court surfaces at all times. Patrons must be suitably and appropriately attired at all times while within the Venue.

Conditions of Ticketing

17. No admission tickets will be issued until full payment is received and all funds cleared. MSC does not accept any responsibility for lost or stolen admission tickets. You must keep a record of the printed number on each ticket. If tickets are lost or stolen prior to the day of the event, MSC will replace the lost or stolen tickets on supply to it of the printed number on the lost ticket.
18. For all tickets you receive or purchase, you must comply, and ensure that each subsequent holder of the tickets complies, with these Conditions. You must make arrangements to collect replacement tickets from MSC prior to the event. MSC will refuse entry on presentation of photocopied tickets, unless this is in accordance with an MSC-approved arrangement for the distribution of tickets.
19. Unless you hold an appropriate admission ticket for entry to a reserved area or a ticket for a reserved seat, you must not enter a reserved area or occupy a reserved seat. If you hold an admission ticket for entry to a reserved area or a ticket for a reserved seat, you must not enter a reserved area or occupy a reserved seat other than the area or seat indicated on your admission ticket.
20. In the event that duplicate copies of tickets are detected, MSC reserves the right to refuse entry to all persons bearing tickets with the same number. If you obtain a ticket other than from MSC or its authorised ticket agency, your ticket may be counterfeit. You may be refused entry to, or removed from, the Venue where you are in possession of a counterfeit ticket.
21. You are not permitted to sell or on-sell your ticket (by any means) without the prior written approval of MSC, including but not limited to use for advertising, promotion or other commercial purposes, such as giveaways, trade promotions or competitions. The holder of a ticket which has been offered for re-sale, or which has been purchased by way of on-sale without MSC's approval, may be refused entry or removed from the Venue.

Cancellation, Refund Policy & Conditions

22. The schedule for any event held at the Venue (**Event**) and the proposed format for its conduct are subject to change. If an Event is cancelled before the scheduled commencement time, it may be rescheduled, and you will be offered an admission ticket to the rescheduled Event or a refund of the cost of your admission ticket. If you experience a change in personal circumstances and are unable to attend an Event, you will not receive a refund.
23. Subject to this clause and except to the extent required by law, tickets to Events are non-refundable. If requested, MSC may provide you with a refund. This will be determined at MSC's sole discretion on a case by case basis and only if reasonable notice is provided. You will only be provided a refund if you can produce and return to MSC your admission ticket. In some cases, MSC (in its sole discretion) may require proof of purchase.

Risk warning and waiver

24. Your participation in any physical activity at the Venue, including but not limited to the use or enjoyment of any facilities or equipment at or within the Venue (**Physical Activities**) is dangerous. You acknowledge that you are exposed to certain risks during any participation in Physical Activities at the

Venue, including but not limited to physical or mental injury, other participants acting dangerously or with lack of skill, and that accidents can and often do happen.

25. **Waiver:** A supplier of recreational services or recreational activities may ask you to agree that the statutory guarantees under the *Australian Consumer Law* (which is Schedule 2 to the *Competition and Consumer Act 2010* (Cth)) do not apply to you (or a person for whom or on whose behalf you are acquiring the services or activities). If you agree to these Conditions, you will be agreeing that your rights (or the rights of a person for whom or on whose behalf you are acquiring the recreational services or recreational activities) to sue the supplier in relation to recreational services or recreational activities that you undertake because the recreational services or recreational activities provided were not in accordance with the guarantees are excluded, restricted or modified as set out below.
26. **For recreational services or recreational activities to which the *Australian Consumer Law (Commonwealth)* applies:** By agreeing to these Conditions, you agree that the liability of MSC in relation to recreational services (as that term is defined in the *Competition and Consumer Act 2010* (Cth) and the *Australian Consumer Law*) for any:
- (a) death;
 - (b) physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
 - (c) the contraction, aggravation or acceleration of a disease;
 - (d) the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs:
 - (i) that is or may be harmful or disadvantageous to you or the community; or
 - (ii) that may result in harm or disadvantage to you or the community, that may be suffered by you (or a person for whom or on whose behalf you are acquiring the services) resulting from the supply of recreational services or recreational activities,

is excluded and the application of any express or implied term that any services will be provided with due care and skill is hereby excluded.

27. **For recreational services to which the *Australian Consumer Law (Victoria)* applies:** Warning under the *Australian Consumer Law and Fair Trading Act 2012*: Under the *Australian Consumer Law (Victoria)*, several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that MSC is required to ensure that the recreational services it supplies to you:
- (a) are rendered with due care and skill; and
 - (b) are reasonably fit for any purpose which you either expressly or by implication, make known to the supplier; and
 - (c) might reasonably be expected to achieve any result you have made known to the supplier.

28. Under section 22 of the *Australian Consumer Law and Fair Trading Act 2012* (Vic), the supplier is entitled to ask you to agree that these conditions do not apply to you. If you agree to these Conditions, you will be agreeing that your rights to sue the supplier under the *Australian Consumer Law and Fair Trading Act 2012* if you are killed or injured because the services were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in these Conditions.

Note: The change to your rights, as set out in these Conditions, does not apply if your death or injury is due to gross negligence on the supplier's part. "Gross negligence" in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the *Australian Consumer Law and Fair Trading Regulations 2012* (Vic) and section 22(3)(b) of the *Australian Consumer Law and Fair Trading Act 2012* (Vic).

Exclusion of rights under the *Australian Consumer Law (Victoria)*: By agreeing to these Conditions, you agree that the liability of MSC for any death or personal injury (as defined in the *Australian Consumer Law and Fair Trading Act 2012*) that may be suffered by you (or a person for whom or on whose behalf you are acquiring the services) resulting from the supply of recreational services is excluded.

Liability and Indemnity

29. You indemnify and agree to keep indemnified MSC and its employees, contractors and agents against any liability for any claim, loss (including pure economic loss), damage, costs and expenses arising from your acts or omissions at the Venue.
30. Under no circumstances whatsoever will MSC accept liability for any loss suffered by you as a result of the cancellation or postponement of any Event held at the Venue or for any expectation damages associated with your attendance at the Venue, including without limitation, damages on the basis of loss of chance or opportunity.

Use of Images and Material created at the Venue

31. You acknowledge that you may be filmed, televised, photographed and otherwise recorded by MSC and its authorised representatives while at the Venue. MSC owns all rights in these images and material, including without limitation intellectual property rights, and has the right to reproduce, use or license the use of these images and material as it sees fit without your further approval being required.
32. A person may only take images of activities at the Venue for personal use and must not make available any images for public advertisement, display, commercial exploitation, sale, broadcasting, or distribution by any person by any means without MSC's prior written approval, which may be withheld or subject to conditions (including the payment of money) at MSC's absolute discretion.
33. Where MSC reasonably suspects images are being taken for non-personal use, the person taking the images may be liable to immediate removal from the Venue at the direction of MSC.
34. You acknowledge and agree that any video recordings, films, still pictures, photographs or any other images taken by you at or in the Venue that breach these Conditions:
 - (a) must not be publicly or privately uploaded to any internet website, social media page or any other forum; and
 - (b) must be immediately destroyed and may be destroyed by MSC or its authorised representatives in its or their sole and absolute discretion.
35. You acknowledge and agree that you consent to:
 - (a) MSC pleading this clause 35 of the Conditions as a bar to the conduct specified in clause 34(a); and
 - (b) any and all attempts by MSC to have any offending video recordings, films, still pictures, photographs or other images removed from any place of publication, including but not limited to public and private social media pages.

Breach of Condition

36. MSC may prohibit you from entering or expel you from the Venue using reasonable force if it considers you are in breach of a Condition or if it considers that you are intoxicated or under the influence of illicit substances, in possession of a prohibited substance or acting in a manner detrimental to the enjoyment of other patrons.
37. MSC reserves the right in its sole discretion, without otherwise limiting the rights available to it under these Conditions or at law, to:
 - (a) prohibit entry to the Venue to ensure compliance with these Conditions;
 - (b) expel you from the Venue;
 - (c) search any person to determine whether you have a prohibited good and require you to surrender and confiscate any goods in contravention of these Conditions and retain or dispose of such goods;
 - (d) confiscate or cancel your admission ticket without refund;
 - (e) report you to an appropriate law enforcement body; and

- (f) impose any other lawful penalty it deems appropriate.

Privacy

38. MSC collects your personal information to operate the Venue, conduct the Event, provide you with services and to enhance security and protect the safety of patrons of the Venue (including through surveillance equipment such as security cameras). The personal information you have provided to MSC is collected, used and disclosed in accordance with the MSC Privacy Policy (available from <https://melbournesportscentres.com.au/about/terms-conditions>) MSC may share your personal information with third parties such as its ticketing agency, My Sports Action, and other companies engaged to carry out functions and activities on MSC's behalf, including direct marketing, companies MSC engages to operate rewards and loyalty programs or otherwise in accordance with MSC's Privacy Policy. Your information is not generally disclosed overseas. MSC's Privacy Policy contains information about how you may access and request correction of your personal information and provides information about how a complaint will be dealt with by MSC. If you do not wish to receive promotional material from MSC, MSC's sponsors or third parties, you must advise MSC by email or telephone or via the specific opt-out procedures in the relevant communication.
39. You acknowledge and agree that by attending the Venue, your voice, name, image and/or likeness may be disclosed to My Sports Action and the My Sports Action website (<http://mysportsaction.com.au>). If you do not wish to be recorded, do not enter areas featuring the My Sports Action logo.

Medical Treatment

40. If you suffer any injury or illness, you agree that a representative of MSC may provide or facilitate evacuation, first aid and/or medical treatment at your expense and that your acceptance of these Conditions constitutes your consent to such evacuation, first aid and/or medical treatment. You agree to reimburse MSC for any costs or expenses incurred in providing such medical treatment.

Unauthorised Promotion

41. You must not, without the written authorisation of MSC, represent in any way, including by advertising material, statement or inference, that:
- (a) you are a sponsor or affiliate of, or in any other way connected with, the Event or a feature race; and
 - (b) MSC has approved of, or supports in any other way, any goods or services offered for sale or supply by you.
42. If MSC reasonably believes that any advertising material that has been brought into the Venue or is displayed in or at the Venue makes a representation in contravention of this clause, MSC or its authorised representatives may:
- (a) remove, obliterate, conceal or dispose of the advertising material; or
 - (b) direct a person whom MSC reasonably believes is responsible for bringing in or displaying the advertising material to do any of the things specified in subclause (a).

Use of Venue

43. You may only use the throws cage (**Throws Cage**) after registering and receiving prior written approval from Venue staff.
44. Use of the Throws Cage is subject to the following conditions of use:
- (a) participants must take into account the safety of patrons in the area at all times;
 - (b) throws must not occur where a patron enters the throwing area;
 - (c) Venue staff must be informed once a session has concluded;
 - (d) both gates must be open for discuss to be thrown from the Throws Cage;

- (e) where hammer throw will occur, users must be accompanied by at least one coach or other person to ensure the safety of patrons. Hammers must not be thrown alone at any time;
- (f) hammers must not be thrown outside the Throws Cage;
- (g) users must not adjust the netting within the Throws Cage at any time;
- (h) any adjustment to the netting of the Throws Cage must be undertaken by Venue staff; and
- (i) users must sign in with Venue staff prior to using the Throws Cage.

45. MSC reserves the right, in its absolute discretion, to lock, close or keep closed the Throws Cage.

General

- 46. You acknowledge and agree that any part of these Conditions that contravenes the law of Victoria or Australia will not be enforceable, but that such conditions (or parts thereof) are severable and do not invalidate the remaining clauses of these Conditions.
- 47. These Conditions are governed by the laws of the State of Victoria, Australia and you agree to submit to the exclusive jurisdiction of the courts of Victoria.

SCHEDULE 1
Prohibited Goods

1. liquor or any alcoholic beverages
2. glass objects
3. cans
4. opened beverage containers or those with the manufacturer's seal broken
5. drink coolers, ice boxes or eskies
6. firearms, knives or any other implement that may be used as a weapon or used in a way which affects the safety of those in the Venue, damages property, or interferes with the comfort of patrons at the Venue
7. a "dangerous article", "prohibited weapon" or "controlled weapon" each within the meaning of those terms as defined in the *Control of Weapons Act 1990 (Vic)*
8. flares, distress signals including pyrotechnic devices, rockets and smoke generators
9. or other explosives or flammable good or equipment
10. laser lights or laser pointers
11. drones or similar unmanned aerial vehicles or surveillance devices
12. musical instruments
13. whistles and loud hailers, horns, bugles, vuvuzelas
14. a flag or banner larger than one metre by one metre or with a handle longer than one metre
15. rollerblades, skateboards, hoverboards or scooters
16. torn up paper, confetti, rice or streamers
17. folding or camp chairs, lounges, benches, stools or tables
18. animals excluding an animal used for your assistance if you are blind, deaf or otherwise have a disability
19. dangerous goods as defined in the *Dangerous Goods Act 1985 (Vic)*
20. any item you intend (or such quantities of the item from which MSC can reasonably infer that you intend) to distribute, sell, offer or expose for sale
21. any item bearing any image, slogan or text that is indecent, discriminatory, obscene, insulting or threatening, as determined by MSC in its sole discretion
22. public address systems, electronic equipment, broadcast equipment or similar device that may interfere with the broadcast equipment or similar devices being used by MSC
23. any item the possession of which does not have an ordinary and reasonable use by a person within the Venue
24. any other objects, device or substance that may be used to deface or damage any part of the Venue or which, in the opinion of MSC, has the potential to cause injury, offence, embarrassment or disturbance to any other person

SCHEDULE 2

Prohibited Behaviour, Conduct & Activities

You must not, in or around the Venue engage in the following prohibited behaviour, conduct and activities.

1. Behaviour in breach of a directive or measure imposed by MSC under clause 10 of the Conditions
2. Litter
3. Throw or attempt to throw objects
4. Advertise, offer or expose for sale any goods or articles or bring any goods, articles, utensils or appliances which you intend to advertise, offer or expose for sale
5. Possess, use or attempt to use a prohibited item (see **Prohibited Goods**)
6. Except if authorised by MSC, provide any services for fee, gain or reward, collect or attempt to collect money, distribute advertising matter, play musical instruments, use any audio or broadcasting equipment or a camera for commercial purposes
7. Post, stick or place or attempt to post, stick or place any printed material on any part of the Venue without the prior written consent of MSC
8. Block any thoroughfare including, without limitation, any stairs, steps, aisle, gangway, overpass, underpass, bridge, passage, entry or exit
9. Climb any tree, flagpole or other fixture
10. Set off any firework
11. Dig up or disturb the surface of any road or other land
12. Fail to comply with a reasonable request or direction given by MSC or its authorised representatives for the purpose of securing good order and management and enjoyment of the Venue, or any part of the Venue
13. Misuse, deface, damage, remove from the Venue or tamper with or attempt to misuse, deface, damage, remove from the Venue or tamper with any building, animal, plant, structure, signage, equipment or thing
14. Inflate, or cause to inflate, any item or good
15. Use indecent or obscene language or threatening or insulting words, or otherwise behave in a provocative, disorderly, threatening, abusive, riotous, unsafe, indecent, rough, harassing or insulting manner or act in a manner detrimental to the enjoyment of other patrons.
16. Behave in any manner that unduly interferes with the amenity of the Venue or the enjoyment of the Event or Venue by patrons, or causes serious alarm or affront to a person by disorderly conduct
17. Use a loud speaker, public address system or other broadcast device
18. Operate or use any electronic device or audio equipment to broadcast sound or video at a volume likely to cause a nuisance to another person or to unduly interfere with the amenity of the Venue
19. Busk
20. Interfere with, obstruct or hinder any employees, agents or contractors of MSC in the exercise of his or her powers, functions or duties
21. Disrupt or attempt to disrupt, or behave in a manner that may disrupt or interrupt the Event, or any person's enjoyment of the Venue
22. Deliberately obstruct the view of any other person seated in a seat in the immediate vicinity
23. Conduct entertainment without the prior written consent of MSC

24. Engage or participate in any conduct, protest or demonstration that may disturb or offend others or which may disrupt or hinder proceedings
25. Use photographic, video or audio recording equipment in areas where such use is prohibited
26. Make, record or transmit or attempt to make, record or transmit any form of still or moving film or sound recording or digital or analogue image of any part of the Event other than for the private enjoyment of the person making, recording or transmitting it, without the written authorisation of MSC
27. Communicate information relating to estimated or actual betting odds by any means to any person not on the Venue.
28. Conduct surveys or opinion polls, solicit money, donations or subscriptions from patrons, without the prior written consent of MSC
29. Conduct any game of chance, or mixed chance and skill, sweepstake or lottery without the necessary permit
30. Apply chalk, resin, talcum powder, tape or any other substances to any floors or walls within the Venue
31. Smoke in areas nominated by MSC as no-smoking
32. Enter the non-public access areas of the Venue, or any area which is cordoned off or to which signage prohibits entry
33. Obstruct a person in the performance of the person's work or duties in relation to the Event or administration of the Venue
34. MSC adopts a responsible service of alcohol policy. A person under the age of 18 years must not attempt to obtain admission onto the licensed areas of the Venue, unless accompanied by a parent or guardian. You must not supply underage patrons with alcohol.

SCHEDULE 3

Car Parks

The following conditions apply when you enter, leave or use the Car Parks at the Venue or any of our venues. In these conditions references to:

- (a) **"Car Parks"** mean the car parks controlled by or on behalf of MSC and used for the parking of vehicles or other purposes, including public car parks and unreserved car parks, or any car parks designated as such by MSC from time to time;
 - (b) **"Conditions"** mean the MSC 'Entry Terms and Conditions' available at <https://melbournesportscentres.com.au/about/terms-conditions>
 - (c) **"we", "us" and "our"** means State Sport Centres Trust trading as Melbourne Sports Centres (ABN 16 374 471 008), its employees, agents, and independent contractors;
 - (d) **"you"** means the person using, or intending to use the Car Park;
 - (e) **"your vehicle"** includes a vehicle driven, or intended to be driven, by you into the Car Park; and
 - (f) capitalised terms not otherwise defined have the same meaning as that given to them in the Conditions.
1. By entering the Car Park, you are deemed to have accepted these Conditions of Entry and Parking ("**Parking Conditions**") and the Conditions. These Parking Conditions prevail over the Conditions to the extent of any inconsistency.
 2. You drive, park and leave your vehicle in the Car Park subject to these Parking Conditions and the Conditions, at your own risk and you remain responsible for your vehicle and any property in or on it at all times.
 3. We may refuse entry to the Car Parks to any vehicle or person.
 4. You must display the correct ticketing at all times.
 5. We are not liable, except to the extent required by law, for:
 - (a) any theft, loss, or damage whatsoever to any vehicle, its accessories, or its contents,
 - (b) any death or injury of any person,while you, your vehicle or your property are in the Car Park or while you are entering or leaving the Car Park.
 6. Vehicles entering the Car Park must comply with:
 - (a) all applicable Victorian and Commonwealth laws;
 - (b) all signs and directions contained in the Car Park; and
 - (c) all reasonable directions and requests made by us from time to time.
 7. You must park within the boundaries of one bay.
 8. You must not obstruct any persons or other vehicles or access to them.
 9. We may, at your expense, move or remove your vehicle if, in our opinion, it is parked in an unauthorised or unsafe position, is unregistered or appears to be abandoned, and if we move your vehicle, these conditions continue to apply.
 10. We reserve the right to retain your vehicle, and all goods in or attached to the vehicle, as security for any money which you owe us under these Parking Conditions. If you fail to pay any money you owe us, we may sell your vehicle in accordance with all applicable legislation.

11. Failure to comply with these conditions may result in the issue of a parking infringement notice and you will be liable for the payment of penalties.

