

VOLLEYBALL AUSTRALIA TICKETING TERMS & CONDITIONS

PHONE: +61 2 6108 4556 | EMAIL: info@volleyball.org.au | ABN: 46 487 409 518

Building 18, Australian Institute of Sport, Leverrier St, Bruce ACT 2617, AUSTRALIA

Thank you for taking the time to read the following conditions of ticket sale. Before proceeding with your purchase, please read these Terms and Conditions carefully. During process of purchasing tickets you will be presented with these terms and conditions, by clicking on the “I accept” button at this stage you will have accepted the following conditions of sale. You must not purchase a ticket unless you agree with these terms and Conditions.

These are the terms and conditions as they apply to the use of the Volleyball Australia Ticketing website. By using this website, you agree to be bound by these Terms and Conditions.

Volleyball Australia work in partnership with Ticket Socket for ticketing of productions. Ticket Socket is the ticketing developer.

In these Terms and Conditions, “VA” means Volleyball Australia Ltd, the national governing body of Volleyball in Australia.

Any Patron in breach of these rules may:

1. be refused entry to the Venue without any refund or compensation of any kind;
2. be ejected from the Venue without refund or compensation of any kind;
3. have his or her Ticket confiscated and/or cancelled, and have any other Tickets he or she may have for future Events cancelled without refund or compensation of any kind;
4. have sanctions imposed against them including, but not limited to, being banned, prohibited, or disqualified from purchasing Tickets for, or attending any Event or other function played, promoted, or conducted under the auspices of the Volleyball Australia or any other Volleyball Organisation in Australia;
5. be subject to legal action in connection with any contravention (including criminal prosecution); or
6. be otherwise liable at law.

1. COVID-19 ADDITIONAL TICKET TERMS

The following additional terms will apply to each person who holds a ticket for the event, including the person who has made the relevant booking, and each guest:

- 1.1. VA may make your entry to the Venue conditional upon you agreeing to answering any questions of event or medical staff prior to being allowed admission.
- 1.2. You are not to attend the event if:
 - you are sick, or suffering any COVID-19 symptoms
 - you are awaiting results for, or have tested positive to COVID-19
 - you have been advised to self-isolate or quarantine

If you cannot attend the event by reason of this clause, please contact VA prior to the event to discuss refund options.

- 1.3. You must comply with designated seat allocations, maintain good hand hygiene and maintain 1.5m social distance between each person in the venue, toilets and other common areas (other than members of your group);

- 1.4. VA will not be responsible for any claim or liability if you acquire COVID-19 as a result of your attendance at the event;
- 1.5. If tickets are cancelled by VA for any reason in connection with COVID-19, you will be entitled to a refund of the ticket price; and
- 1.6. In the case of any person present at the Venue for the relevant event testing positive for COVID-19 or is suspected to have COVID-19, your personal information may be used and disclosed for the purposes of contact tracing.

3. APPLICATION OF TERMS

- 2.1 By purchasing a ticket through VA or an authorised sales channel, you acknowledge and agree to comply with these Terms and Conditions.
- 2.2 Tickets are sold or issued by VA as promoters who are managing, producing, promoting, presenting the event.
- 2.3 The Venue's conditions of entry are incorporated into these Terms and Conditions and apply to your ticket..
- 2.4 Your ticket may be subject to additional booking terms, which will be notified to you prior to purchase. For example, if your ticket is to a timed ticketed exhibition, your ticket will only be valid for your nominated session time. To the extent that there is any inconsistency between the additional booking terms and these Terms and Conditions, these Terms and Conditions will prevail.

4. TICKET PURCHASES

- 4.1 Tickets are only valid if purchased through VA, the Box Office, the Venue or an authorised agent.
- 4.2 Ticket sales may be limited to a specified number of tickets. VA may cancel or refuse to accept orders which it believes are placed in excess of any such limits.
- 4.3 Ticket proceeds will be refunded if the event does not proceed.
- 4.4 Once confirmed, your ticket and any transaction fee will not be refunded or exchanged, except as provided for in the LPA Code or as required by law (including the Australian Consumer Law). Refunds or partial refunds will not be given as result of a special offer or the non-use of applicable discounts prior to completing the ticket purchase.
- 4.5 Bookings are subject to availability.

5. PRICING AND PAYMENT

- 5.1 All prices quoted are in Australian dollars and include GST. Your ticket is a tax invoice. Depending upon your payment method, the transaction details on your statement will vary
- 5.2 Prices are subject to change without notice.
- 5.3 A transaction fee may apply to your ticket purchase. The amount of this fee can vary depending on the event and you will be notified of the applicable fee prior to purchase.
- 5.4 You warrant that you have the authority to make payment for your ticket and that you own/hold or have express permission of the owner/holder of the credit card or other payment facility used to purchase the ticket.

- 5.5 If the amount you pay for your ticket is incorrect (regardless of whether the error arose due to an advertising error online or otherwise communicated to you, human error or a technical malfunction), VA may cancel the ticket and refund to you the amount that you paid and may offer a replacement ticket to you at the correct price.

6. DELIVERY, COLLECTION AND PRINTING OF TICKETS

- 6.1 Delivery of tickets will only be made upon receipt of full payment. You may request delivery of your ticket by post, to self-print an e-ticket, or to collect your ticket from the from the Venue's Box Office on the day of the event. Postage and handling fees may apply.
- 6.2 If you elect to self-print an e-ticket, then:
- 6.3 in the event that a duplicate copy of this ticket appears, VA reserves the right to request proof of identity and proof of purchase. Unauthorised duplicate ticket holders will be refused entry to the Venue; and
- 6.4 you are responsible for printing the ticket and VA reserve the right to charge an administration fee if a replacement ticket needs to be issued.

7. USER ACCOUNT

- 7.1. Prior to purchasing a ticket through the VA Ticketing website, you may be required to register for a user account and to nominate an email address and password for your account. You must maintain the confidentiality and security of your user account (including your password) and not provide it to any other person.
- 7.2. You are responsible for your use of the VA Ticketing website and all transactions conducted using your account..

8. LOST OR STOLEN TICKETS

- 8.1. Where tickets are lost, stolen, misplaced or destroyed, VA may charge an administration fee to issue replacement tickets and may require proof of identity and purchase, prior to issuing a replacement ticket.
- 8.2. VA may not provide replacement tickets where tickets are for general admission rather than allocated seating.

9. CONDITIONS OF ENTRY

- 9.1 Attendance at the event and the right of admission is reserved by the event workforce.
- 9.2 By attending an event, you agree to the VA's conditions of entry.
- 9.3 The use of photographic or recording devices of any kind is not permitted, unless otherwise expressly permitted by the Venue. Bags and possessions may be inspected prior to admission.
- 9.4 You may be refused entry or required to leave the Venue if you do not comply with the Venue's conditions of entry. Tickets will not be exchanged or refunded in these circumstances, unless required by law (including the Australian Consumer Law).

10. PROHIBITED CONDUCT AND ITEMS

Patrons acknowledge that VA and the Event Organisers do not guarantee protection of the elements or weather from any seat within the Venue and that Patrons will take appropriate care for their own wellbeing at an Event including hydration and sun protection.

At an Event, Patrons must not, without the prior written consent of an Organiser:

- use foul, indecent, obscene, threatening, insulting or abusive words or language, or make racial or threatening remarks or gestures, or behave in a manner which is abusive, riotous, indecent or insulting;
- disrupt, interrupt, or behave in a manner that may disrupt, an Event or other activity at the Venue;
- enter the Venue or the playing area without proper authorisation;
- engage in conduct that might corrupt a betting outcome of a betting event or contingency;
- post, stick, or place any poster, placard, bill, banner, print, paper, or any advertising material on any building, structure, fence, tree, pole, cordon, or barrier;
- distribute any printed or visual material;
- promote any advertising or promotional material, samples of goods or services, or any other matter or thing, or otherwise engage in ambush marketing;
- distribute, hawk, sell, offer, or expose for sale any good or services, or collect money or orders from Patrons for good or services;
- sell, offer, or make available for sale, or give away and Ticket;
- conduct public surveys or opinion polls, solicit money, donations or subscriptions from members of the public;
- misuse, deface, damage, or tamper with any building or thing;
- block any thoroughfare;
- litter;
- throw or kick any stone, bottle, or projectile;
- disrupt, interrupt, or behave in any manner that may disrupt or interrupt any official, employee, or contractor of the Event Organisers, any match, or any activity associated with the Event;
- act or conduct oneself in such a way as to hinder, obstruct, or interfere with any Participant, or to adversely affect the safety of the public;
- deliberately obstruct the view of any Patron seated in a seat in the immediate vicinity, or cause unreasonable inconvenience to any Patron, official, or employee, or contractor of an Organiser, or interfere with the comfort of any Patron and their enjoyment of the Event;
- interfere with, obstruct, or hinder an each of the Organiser's representatives in the exercise of his or her powers, functions, and duties;
- operate or use a loud hailer, public address system , or other device which may interfere with electronic or radio equipment operated by or on behalf of the Organisers;
- ignite any flare or firework, or operate any laser pointer or distress signal;
- busk or conduct similar entertainment;
- become intoxicated or use illicit substances;
- supply alcohol to minors;
- smoke, except where the Venue has a designated smoking area;
- fails to comply with the Event Rules or any lawful request of the Organisers or the Police.

A Patron must not, without the prior written consent of an Organiser, have in their possession at an Event, or bring into an Event any:

- alcoholic beverage (unless purchased at the Event);
- glass bottle, glass container, or can (unless purchased at the Event);
- eskies and bags of dimensions greater than 35cm in height, 20cm in width and 30cm in length, or too large to be stored underneath a seat;
- clothing bearing any racist, indecent, indecent, or obscene language or images;
- clothing bearing any unauthorised commercial, political, or religious language or images;
- illicit drugs;
- spray paint;
- prohibited or controlled weapon, firearm, or any dangerous goods, including without limitation knives and other dangerous weapons;
- animal (other than an assistance dog);
- metal flag or banner pole longer (or extending to longer) than 1.4 metres in length, or any flag or banner which could reasonably be in contravention of Condition 17(q) above;
- whistle, loudhailer, horn, bugle, or other musical instrument;
- flare, firework, laser pointer, or distress signal;
- public address system, electronic equipment, broadcast equipment or similar device which may interfere with broadcast equipment or similar device being used by VA or other persons authorised by VA in connection with the Event;
- vehicle including bicycle, skateboard, roller skates, roller blades, or scooter;
- item that the possession of which does not have an ordinary and reasonable use by a Patron at the Event and which may cause injury or public nuisance;
- item in such quantities that a reasonable person could infer that the item is to be used for commercial purposes;
- goods or Tickets for the purpose of sale or commercial distribution;
- camera lenses with a physical length greater than 200mm or any other item which might reasonably obstruct the view of other patrons;
- photographic, video, or audio recording equipment the Organisers reasonably consider may be used in breach of Condition 21, which may include (without limitation) audio recorders, camera tripods, monopods, or any digital recording equipment; or
- other items as determined by the Organisers or the Police from time to time.

11. REFUNDS, CANCELLATIONS AND CHANGES

- 11.1. VA may add, withdraw or substitute participants and performers or vary advertised programs, performance times, Venue, seating arrangements or audience capacity. Tickets will not be exchanged or refunded as a result of these changes, except as provided for in the LPA Code or as required by law (including the Australian Consumer Law).
- 11.2. If an event is cancelled, rescheduled or significantly relocated and VA will attempt to notify ticket holders of the cancellation, rescheduling or relocation. However, VA does

not guarantee that ticket holders will be informed of such cancellation, rescheduling or relocation prior to the event.

- 11.3. You may be entitled at law or under the LPA Code to a refund where an event is cancelled, rescheduled or significantly relocated. To the extent permitted by law (including the Australian Consumer Law), VA will not reimburse you for auxiliary expenses (such as the cost of travel, car-parking, child-care and accommodation) or other consequential loss suffered by you in connection with your attendance or non-attendance at an event. VA recommends that you obtain ticket and/or travel insurance for those expenses.
- 11.4. To the extent permitted by law (including the Australian Consumer Law), VA is not liable to refund to you any amount beyond the face value of the ticket plus any transaction fee.

12. NO SCALPING OR OTHER UNAUTHORISED SALES

Tickets must not be resold or offered for resale at a premium or packaged, resold or otherwise offered for advertising, promotional or other commercial purposes (including competitions) without VA's prior written consent. If a ticket is sold or used in contravention of this condition, the ticket may be seized or cancelled without refund or exchange and the bearer of the ticket may be denied admission.

13. CHILDREN'S EVENTS AND MINORS

- 13.1. Admission and attendance at activities designed for children may be subject to additional conditions of sale and entry. This may include particular categories of pricing in relation to children of different ages including infants. These conditions will be published on the event website and if applicable the VA website.
- 13.2. School and other group tickets are subject to availability and additional conditions may apply.
- 13.3. All persons under 18 must be accompanied by an adult whilst at the Venue. This includes in all bars areas and dining rooms where alcohol is served. Proof of age may be required by the Venue.

14. MERCHANDISE

Merchandise will not be refunded or exchanged, unless required by law (including the Australian Consumer Law).

15. PROMOTIONS AND COMPETITIONS

- 15.1. If you received your ticket as a prize, gift, donation or otherwise for no cost, these Terms and Conditions, and the terms and conditions of the relevant promotion or competition (Competition Terms), apply to your use of the ticket.
- 15.2. Where additional elements were included in your prize package, such as hotel accommodation, merchandise or travel arrangements, such additional elements are subject to the Competition Terms and may be subject to additional terms and conditions of the provider of such additional elements (for example, an airline for travel arrangements).
- 15.3. Where accommodation and/or travel arrangements are included in your prize, VA recommends that you purchase comprehensive travel insurance.
- 15.4. Tickets received as a prize, gift, donation or otherwise for no cost cannot be exchanged or transferred without VA's written consent. VA reserves the right to refuse exchange or transfer of said tickets.

16. PRIVACY

By purchasing a ticket through VA, you consent to the collection, use, disclosure and handling of your personal information as detailed in VA's [privacy policy](https://volleyball.org.au/wp-content/uploads/filr/2692/Privacy%20Policy.270222.pdf) available at <https://volleyball.org.au/wp-content/uploads/filr/2692/Privacy%20Policy.270222.pdf>

17. VOLUNTARY ASSUMPTION OF RISK

- 17.1. You enter the Venue at your own risk.
- 17.2. You understand that attendance at any event and/or the Venue may carry with it certain dangers, including the risk of injury and damage to you or your property.
- 17.3. By attending the event and/or the Venue, you accept the risk of damage and loss (including property damage, personal injury, economic and consequential loss) howsoever arising (including by negligence) at the Venue. This includes damage or loss caused by the acts or omissions of other ticketholders, visitors, guests, and the employees and agents of VA.

18. LIMITATION OF LIABILITY

To the extent permitted by law (including the Australian Consumer Law), VA is not liable to you for any loss, damage, injury, delays, additional expenses or inconvenience arising as a result of your attendance or non-attendance at the Venue and/or the event. Where liability cannot be excluded or modified by law, including pursuant to the Australian Consumer Law, the liability of VA is limited to the minimum permitted by law.

19. PERSONAL USE PERMITTED

All copyright and other intellectual property rights existing on this website, the contents of this website and the information contained on this website (including the text and images of this website) are either owned or licensed by VA or provided to us with the express permission of the copyright owners and protected by the laws of Australia and other countries. Unless VA agrees otherwise in writing, you are provided with access to this website only for your personal use. You may print a copy of any information contained on this website for your personal use.

20. COMMERCIAL USE PROHIBITED

- 20.1. Unless VA agrees otherwise in writing, you may not, without VA's written permission reproduce, store, print or display any part of this website, in any form or by any means, other than for your own personal, non-commercial use;
- 20.2. Unless VA agrees otherwise in writing, you may not, without VA's written permission adapt, distribute, publish or create derivative works from, any part of this website, in any form or by any means, for any purpose
- 20.3. Unless VA agrees otherwise in writing, you may not, without the VA's written permission exploit or commercialise, or attempt to exploit or commercialise, any information, products or services obtained from any part of this website.

21. LINKED WEBSITES

- 21.1. This website may contain links to other websites ("linked websites"). VA takes no responsibility for the content of, or privacy practices associated with, linked websites.
- 21.2. VA's links with external websites should not be construed as an endorsement, approval or recommendation by VA of the owners or operators of those linked websites, or of anything referred to or contained on those linked websites.

22. SECURITY OF INFORMATION

- 22.1. VA takes every reasonable measure to ensure the security of data transmitted via this website.
- 22.2. Whilst VA strives to protect such information, no data transmission over the internet can be guaranteed as totally secure and VA does not warrant the security of any information which you transmit to it. Accordingly, any information which you transmit to the VA is transmitted at your own risk. Nevertheless, once VA receives your transmission, it will take reasonable steps to preserve the security of such information.
- 22.3. Whilst VA has no reason to believe that any information contained on this website is inaccurate, it does not warrant the accuracy, adequacy or completeness of such information, nor does it undertake to keep this website updated. Event details on the site are subject to change without prior notice.
- 22.4. Disclaimer: To the maximum extent permitted by law, VA excludes liability for any loss or damage, however caused (including through negligence) which you may directly or indirectly suffer in connection with your use of this website or any linked website; or arising out of your use of, or reliance on, information contained on or accessed through this website, or arising from any virus or other forms of internet attacks such as worms, malware, botnets and Trojans which might be transmitted or activated via the VA site or your access to it.
- 22.5. This disclaimer does not attempt or purport to exclude liability arising under statute if, and to the extent, such liability cannot be lawfully excluded.

23. GENERAL

- 23.1. These Terms and Conditions may be varied at any time. Any variations become effective on the day immediately after their publication on the VA Ticketing website and apply to any purchases made after that date.
- 23.2. If any part of these Terms and Conditions is held to be invalid, illegal or unenforceable, it will be disregarded to the extent of its invalidity and the remainder of these Terms and Conditions will remain in full force and effect.