Terms and Conditions of Priority Ticket Offer 2013/14

In consideration of Cricket Australia granting you, as an Eligible ACF Member, the opportunity to participate in the Priority Access Ticket Offer for the 2013/2014 international season, you agree to be bound by the following terms and conditions.

1. Definitions

ACF Gold Priority Access is the access period for Eligible ACF Members whose purchasing of tickets during the ACF Priority Ticketing Period with the same ACF membership number, in any two out of the last three years of international cricket played in Australia, qualifies them for access to purchase tickets from 1 July 2013. The identification of ticketing purchase is based on information provided by the relevant ticketing agencies and relies on ACF members having used the same ACF membership number when booking. Access to this group is at the sole discretion of Cricket Australia.

ACF Membership Number means the verification number to be provided to members of the Australian Cricket Family and which will be required to participate in the Priority Booking Period.

ACF Priority Access is the access period for eligible ACF Members who have not purchased tickets during the ACF Priority Ticketing Period in the two out of the last three years of international cricket played in Australia, but are an Eligible ACF Member. Access to tickets for this group begins on 2 July 2013.

Administration Fee means a fee to be retained by Cricket Australia for the purpose of reimbursing Cricket Australia for any costs incurred in processing a refund of monies paid for Tickets which are cancelled due to a breach of these terms and conditions.

Australian Cricket Family means registered users of www.cricket.com.au/fans/australian-cricket-family and people who have registered for the Australian Cricket Family via mail.

Cricket Australia means Cricket Australia (ACN 006 089 130) of 60 Jolimont Street, Jolimont, 3002, Victoria.

Direct Allocations means tickets to a Match provided by Cricket Australia to meets its contractual, protocol and operational obligations, including to corporate partners, players, hospitality, media and dignitaries.

Eligible ACF Members means Australian based members of the Australian Cricket Family who hold an Australian residential address as their ACF profile, who have registered as a member of the Australian Cricket Family on or before 5:00PM Eastern Standard Time Tuesday 25 June 2013.

International Team means (a) in the case of Test Matches and One Day Internationals, the senior men's team from any country recognised by the ICC to participate in official matches of that kind and (b) in the case of Twenty20 Matches, the primary male team from any country recognised by the ICC to participate in official matches of that kind. For the avoidance of doubt, in respect of Australia, the International Team is the Australian senior men's team.

Match means each Test Match, One Day International and Twenty20 Match classified by the ICC as such and played in Australia during the 2013/2014 international cricket season between 21 November 2013 and 2 February 2014.

One Day International means a cricket match classified by the ICC as a One Day International and of one (1) day's scheduled duration played between two (2) International Teams in Australia under the auspices of CA but excludes, for the avoidance of doubt, Twenty20 Matches and matches organised or controlled by the ICC.

Priority Booking Period means the time period for tickets sales with respect to the State in which the match is held as per the below table, or until sold out (or such other period specified by Cricket Australia) during which Eligible ACF Members shall have the opportunity to purchase Tickets released as part of this Priority Access Ticket Offer:

State in which Match is being played	Venue	ACF Gold Priority Period	ACF Priority Period Start	Priority Period Ends	On Sale date for General Public	Ticket Agency to buy tickets through
Queensland	Gabba	Monday 1 July 9am-5pm local (Queensland) time	Tuesday 2 July– 9am local (Queensland) time	Friday 5 July 5pm local (Queensland) time	Wednesday 17 July – 9am local (Queensland) time	Ticketmaster 1300 136 22 www.ticketmaster.com.au
South Australia	Adelaide Oval	Monday 1 July 9am-5pm local (South Australian) time	Tuesday 2 July– 9am local (South Australian) time	Friday 5 July 5pm local (South Australian) time	Wednesday 17 July – 9am (South Australian) local time	Ticketek 132 849 www.ticketek.com.au
New South Wales	SCG and Stadium Australia (KFC T20 INTL)	Monday 1 July 9am-5pm local (New South Wales) time	Tuesday 2 July– 9am local (New South Wales) time	Friday 5 July 5pm local (New South Wales) time	Wednesday 17 July – 9am local (New South Wales) time	Ticketek 132 849 www.ticketek.com.au
Tasmania	Blundstone Arena, Bellerive	Monday 1 July 9am-5pm local (Tasmanian) time	Tuesday 2 July– 9am local (Tasmanian) time	Friday 5 July 5pm local (Tasmanian) time	Wednesday 17 July – 9am local (Tasmanian) time	Ticketek 132 849 www.ticketek.com.au
Victoria	MCG	Monday 1 July 9am-5pm local (Victorian) time	Tuesday 2 July– 12pm local (Victorian) time	Friday 5 July 5pm local (Victorian) time	Wednesday 17 July – 12pm local (Victorian) time	Ticketek 132 849 www.ticketek.com.au
Western Australia	WACA Ground	Monday 1 July 12pm-8pm local (Western Australia) time	Tuesday 2 July– 9am local (Western Australia) time	Friday 5 July – 5pm local (Western Australia) time	Wednesday 17 July – 9am local (Western Australia) time	Ticketmaster 1300 136 22 www.ticketmaster.com.au

Registration Page means the registration page for membership of the Australian Cricket Family on www.cricket.com.au/fans/australian-cricket-family or such other Australian Cricket Family registration page completed by you at the request of Cricket Australia.

State Association means each of the following:

(a) Cricket New South Wales;

(b) Queensland Cricket;

(c) South Australian Cricket Association;

(d) Cricket Tasmania;

(e) Cricket Victoria; and

(f) Western Australian Cricket Association.

Territory Association means the Northern Territory Cricket Association and ACT Cricket.

Test Match means a cricket match classified by the ICC as an official Test Match and of five (5) days scheduled duration played between two (2) International Teams in Australia under the auspices of CA but excludes, for the avoidance of doubt, matches organised or controlled by the ICC.

Tickets mean available tickets to a Match after Cricket Australia has met its Direct Allocations.

Twenty20 Match means a cricket match involving twenty (20) scheduled overs per team played between two (2) International Teams in Australia under the auspices of CA but excludes, for the avoidance of doubt, matches organised or controlled by the ICC.

You or ***your*** means the Eligible ACF Member.

2. Membership

(a) You warrant that:

(i) you are a current member of the Australian Cricket Family;

(ii) you are an Eligible ACF Member; and

(iii) the details provided by you on the Registration Page are current, true and correct.

(b) You agree and acknowledge that if Cricket Australia's verification procedures identify that you are either not a member of the Australian Cricket Family, you are not an Eligible ACF Member or you have allowed someone else to purchase Tickets using your Australian Cricket Family profile/details, you will be deemed to be ineligible to access to the Priority Booking Period and any Tickets purchased to Matches by you during the Priority Booking Period shall be voided and monies paid by you refunded, subject to Cricket Australia retaining an Administration Fee.

(b) You agree to be bound by the terms and conditions of membership of the Australian Cricket Family, which apply to all members of the Australian Cricket Family.

(c) Prior to the Priority Booking Period, Cricket Australia will send you an email (if you registered via the Cricket Australia web site) with your ACF Membership Number.

3. ACF Membership Numbers

(a) If you participate in the Priority Booking Period via the internet you will be required to enter your ACF Membership Number prior to completion of the transaction.

(b) If you participate in the Priority Booking Period via telephone you will be required to provide your ACF Membership Number prior to commencing any transaction.

(c) You will not be able to purchase a Ticket to a Match during the Priority Booking Period without your ACF Membership Number.

4. Priority Access Ticket Offer

(a) If you participate in the Priority Booking Period you will have the opportunity to purchase Tickets to the Matches on a first-come, first-served basis as specified in the offer.

(b) Discounts will apply to Tickets purchased during the Priority Booking Period. Details of discounts will be published by Cricket Australia from time to time at http://www.cricket.com.au/tickets.

(c) You may be required to purchase the Tickets in a particular form or manner.

(d) During the Priority Booking Period, Tickets can only be purchased via the internet or telephone.

(e) Prior to purchasing a Ticket to a Match during the Priority Booking Period you will be required to warrant that you are an Eligible ACF Member.

(f) Any Ticket purchased during the Priority Booking Period, which has the postal option selected, must be sent to an Australian residential street address.

(g) Any Tickets not sold during the Priority Booking Period, any Tickets voided due to a breach of these terms and conditions and any return of tickets from Direct Allocations from time to time, will be sold by Cricket Australia in its absolute discretion, including by placing them on public sale.

5. Ticket caps and group bookings

(a) During the Priority Booking Period the following cap shall apply to Ticket purchases by you:

a maximum of nine (9) tickets to any day of international cricket in total per member.

(b) There will be no group bookings accepted during the Priority Booking Period. If you want to purchase more than 9 tickets, you will need to wait until tickets go on sale to the general public.

6. Verification of purchases of Tickets

(a) If during post-transaction checks, you are identified to have exceeded the cap detailed in clause 5(a), all additional Tickets purchased to Matches by you shall be voided and monies paid by you shall be refunded, subject to Cricket Australia retaining an Administration Fee.

(b) If during post-transaction checks, it is identified that you are not an Eligible ACF Member the Tickets purchased by you shall be voided and monies paid by you shall be refunded, subject to Cricket Australia retaining an Administration Fee.

7. Ticket conditions and regulations

(a) In respect of all Tickets you receive, you must comply and ensure that each subsequent holder of any of your Tickets complies with the ticket conditions which accompany the Tickets. If this condition is breached, Cricket Australia may, in addition to any other remedy and even if the holder of the Ticket did not have notice of the condition or breach, cancel the Ticket, deny the holder admission to the Match and retain the price of the Ticket.

(b) It is an essential condition of these terms and conditions and of the right to the Match conferred on the holder of a Ticket that you and each subsequent holder of the Ticket agrees with Cricket Australia:

(i) not to, nor attempt to, resell or transfer the Ticket at a premium;

(ii) not to 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;

(iii) not to bundle the Ticket with other goods or services,

without Cricket Australia's prior written consent (which may be withheld or granted in Cricket Australia's sole and absolute discretion). If this condition is breached, Cricket Australia may, in addition to any other remedy and even if the holder of the Ticket did not have notice of the condition or breach, cancel the Ticket, deny the holder admission to the Match and retain the price of the Ticket.

(c) You agree to comply with Cricket Australia's Conditions of Ticket Purchase and Entry into the Venue 2013/2014

8. Privacy and terms of use of Cricket Australia's web site

(a) The personal information which a State Association or Territory Association or a ticketing agency collects from you when you purchase a Ticket to a Match is used for the purpose of processing your purchase during the Priority Booking Period. The State Association or Territory Association and the ticketing agency may also use your personal information in the manner set out in the respective State or Territory Associations' privacy policy.

(b) The personal information which a State Association or Territory Association collects from you when you purchase a Ticket to a Match during the Priority Booking will be disclosed to Cricket Association. Cricket Australia may also use your personal information in the manner set out in Cricket Australia's privacy policy. To view Cricket Australia's privacy policy go to www.cricket.com.au/privacy-policy.

9. Limitation of Liability

(a) To the full extent permitted by law, you indemnify and will keep indemnified Cricket Australia, State Associations, Territory Associations and their directors, officers, employees, agents and corporate partners from and against all costs, losses,

damages or expenses arising out of or connected in any way from your participation in the Priority Booking Period.

(b) Nothing in this clause 9 affects your rights under the *Competition and Consumer Act 2010 (Cth)* or similar legislation under which Cricket Australia's liability may not be excluded restricted or modified by private agreement.

(c) If Cricket Australia is liable to you for any:

(i) breach by Cricket Australia of any express term of these terms and conditions;

(ii) breach by Cricket Australia of any term implied into these terms and conditions under general law; or

(iii) tort committed by Cricket Australia (including negligence but not including fraud),

Cricket Australia's liability to you is limited (at Cricket Australia's election) to Cricket Australia repaying any amounts to you under these terms and conditions or supplying or re-supplying any tickets to which you are entitled in accordance with these terms and conditions.

(d) You agree not to bring any claim or proceeding against Cricket Australia, State Associations, Territory Associations and their directors, officers, employees, agents and corporate partners for any damage, loss, injury or liability you may suffer in being unsuccessful in any application for Tickets or in attending any Match.

10. Technological Issues

Cricket Australia is not responsible for any infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of Cricket Australia, including that cause the delayed or non-delivery of emails to or from Cricket Australia. Cricket Australia reserves the right to disqualify any individual who tampers with the registration or ticketing process and to cancel his or her membership of the Australian Cricket Family.

11. Ticket Refunds and Replacements

With respect to any Tickets you purchase (if any), you agree to be bound by all terms of the 2013/2014 Cricket Australia National Refund Policy, the provisions of which can be viewed on the Cricket Australia web site once available.

12. General

(a) This agreement is governed by the laws of Victoria. Each party submits to the non-exclusive jurisdiction of courts exercising jurisdiction there in connection with matters concerning this agreement.

(b) No failure to exercise or delay in exercising any right, power or remedy by Cricket Australia under this agreement operates as a waiver of that right, power or remedy by Cricket Australia.

(c) Any provision of this agreement that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or

unenforceability. That does not invalidate the remaining provisions of this agreement or affect the validity or enforceability of that provision in any other jurisdiction.

(d) Cricket Australia may choose not to enforce a term of this agreement in some cases in its absolute discretion without affecting its right to enforce that term in other cases.

(e) The dates, times, participating teams and venue of a Match, and the timeframes of any registration or ticketing process, may change without notice to you.

(f) Except for a breach of clause 7, if you breach any of the above terms and conditions, Cricket Australia may void any Tickets purchased by you and monies paid by you shall be refunded, subject to Cricket Australia retaining an Administration Fee.

(g) These terms and conditions constitute the entire agreement between Cricket Australia and you as to its subject matter.