



## **TERMS AND CONDITIONS OF THE AUSTRALIAN CRICKET FAMILY (ACF) AND ACF GOLD PRIORITY TICKET ACCESS PERIODS FOR THE 2017/18 GILLETTE ONE DAY INTERNATIONAL AT PERTH STADIUM**

In consideration of Cricket Australia granting you, as an Eligible ACF Member, the opportunity to participate in the Priority Access Ticket Offer for the 2017/18 Gillette One Day International in Perth, you agree to be bound by the following terms and conditions.

### **1. Definitions**

**ACF Gold Priority Access Period** is the access period for Eligible ACF Members who are Eligible Gold Access Members. The applicable ACF Gold Priority Access Period for the Gillette One Day International in Perth is set out under the definition of Priority Booking Period below. The applicable ACF Gold Priority Access Period for the Gillette One Day International in Perth is set out under the definition of Priority Booking Period below.

**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 ACF Priority Access Period or ACF Gold Priority Access Period (as applicable).

**ACF Priority Access Period** is the access period for Eligible ACF Members who do not have access to the ACF Gold Priority Access (that is, who are not Eligible Gold Access Members but are Eligible ACF Members). Access to tickets for this group begins on Tuesday 21 November 2017. The applicable ACF Priority Access Period for each state is set out under the definition of Priority Booking Period below.

**Administration Fee** means a fee which may be retained by Cricket Australia at its discretion 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 members of <http://www.cricket.com.au/acf/>

**Cricket Australia** means Cricket Australia (ABN 53 006 089 130 ) of 60 Jolimont Street, Jolimont, 3002, Victoria.

**Direct Allocations** means tickets to a Match provided by Cricket Australia to meet its contractual, protocol and operational obligations, including to corporate partners, players, hospitality, media and dignitaries or retained for the general public on sale date.

**Eligible ACF Members** means Australian based members of the Australian Cricket Family who have specified an Australian residential address in their ACF member profile, and who have registered as a member of the Australian Cricket Family on or before 5:00PM AEDT on Sunday 12 November 2017.

**Eligible Gold Access ACF Members** means Eligible ACF Members whose purchasing of tickets during the ACF Priority Access Period, with the same ACF Membership Number, in any two

out of the last three years (that is, in any two of the 2016/17, 2015/16 and 2014/15) of International cricket seasons played in Australia (excluding matches during the ICC Cricket World Cup 2015 tournament), qualifies them for access to purchase tickets within the ACF Gold Priority Access Period (as specified under the definition of Priority Booking Period below). The identification of eligibility is based on information provided by the relevant ticketing agencies and relies on ACF members having used the same ACF Membership Number when booking in any previous International cricket season. Access to this group is at the sole discretion of Cricket Australia.

**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 2017/18 International cricket season.

**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 Ticket Access Period or Priority Access Ticket Offer** means the offer for members of the Australian Cricket Family, including Eligible ACF Members and Eligible Gold ACF Members, to purchase tickets during the applicable Priority Booking Period specified below, in compliance with these Terms and Conditions.

**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 during such other period specified by Cricket Australia) during which Eligible ACF Members and the Eligible Gold Access 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 Access Period Start Time/Date	ACF Priority Access Period Start Time/Date	Priority Period End Time/Date*	On Sale date/time for General Public	Ticket Agency
Western Australia	Perth Stadium	9am Tuesday 21 November (venue local time)	9am Wednesday 22 November (venue local time)	9.59pm Thursday 23 November (venue local time)	9am Friday 24 November (venue local time)	Ticketmaster

\*unless sold out prior to this date.

**Registration Page** means the registration page for membership of the Australian Cricket Family on <http://www.cricket.com.au/acf/> or such other Australian Cricket Family registration page completed by you at the request of Cricket Australia.

**State Association** means each of the following:

Cricket New South Wales;

Queensland Cricket;  
South Australian Cricket Association;  
Cricket Tasmania;  
Cricket Victoria; and  
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 made the 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 at its discretion choosing to retain 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. Terms and Conditions of the ACF Membership Program are available at [cricket.com.au/acf](http://cricket.com.au/acf) (as updated from time to time).
- (c) Prior to the Priority Booking Period, Cricket Australia will send you an email 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 are eligible for and 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 Priority Access Ticket Offer.
- (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 as it sees fit in its absolute discretion, including by placing them on public sale.

#### **5. Ticket purchase limits and group bookings**

- (a) All ticket purchasers including Eligible ACF Members and Eligible Gold Access ACF Members, may purchase a maximum of nine (9) tickets to any day of International cricket
- (b) Or, come as a group:
  - (i) Cricket Australia can provide a unique and personalised day at the cricket for your group of 10 or more. Email [groups@cricket.com.au](mailto:groups@cricket.com.au) for more information or visit <http://www.cricketaustralia.com.au/groups>
  - (ii) Official Hospitality - For more information on Official Hospitality at International Cricket, visit <http://www.cricketaustralia.com.au/hospitality>

#### **6. Verification of purchases of Tickets**

- (a) Please refer to the 2017-18 Ticket and Entry Conditions, available at [cricket.com.au/tickets](http://cricket.com.au/tickets)

#### **7. Ticket conditions and regulations**

It is an essential condition of these terms and conditions and of the right to attend the Match conferred on the holder of a Ticket that you and each subsequent holder of the Ticket agrees with Cricket Australia not to, nor attempt to:

- (i) resell or transfer the Ticket at a premium;
- (ii) 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) 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.

You agree to comply with Cricket Australia's 2017-18 Ticket and Entry Conditions during the 2017/2018 Cricket Season, available at [cricket.com.au/tickets](http://cricket.com.au/tickets), as well as any applicable venue regulations.

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

- (a) Cricket Australia may use any personal information received by Cricket Australia from a Ticket agent (including but not limited to Ticketek and Ticketmaster) in accordance with the Australian Cricket Privacy Policy (which can be viewed on the Cricket Australia website [www.cricket.com.au/privacy](http://www.cricket.com.au/privacy) or by emailing [privacy@cricketaustralia.com.au](mailto:privacy@cricketaustralia.com.au)) and the relevant Ticket agent's privacy policy which can be viewed on the relevant Ticket agent's website. The Australian Cricket Privacy Policy details how Australian Cricket uses and discloses personal information, how a Ticket holder can access and/or correct their personal information and how a Ticket holder can make a complaint about Cricket Australia's use or disclosure of personal information.

#### **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 Access Ticket Offer.
- (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. Technology 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 2017/18 Cricket Australia National Refund Policy as amended or updated by Cricket Australia from time to time, the provisions of which can be viewed once tickets go on sale, on the Cricket Australia website at [www.cricket.com.au/tickets](http://www.cricket.com.au/tickets)

## **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 at its discretion choosing to retain an Administration Fee.
- (g) These terms and conditions constitute the entire agreement between Cricket Australia and you as to its subject matter.