



## CUSTOMER TERMS AND CONDITIONS FOR GROUP TICKET SALES FROM CRICKET AUSTRALIA

### 1. Agreement

- 1.1 These *Customer Terms and Conditions* and the *Cricket Australia 2019-2020 Ticket and Entry Conditions (Ticket Conditions)*, form a contract between Cricket Australia (CA) and the Customer (as set out on the invoice) from the date of payment of this invoice.
- 1.2 Any person who fails to comply with the Ticket Conditions may be refused admittance to or ejected from the Venue and/or may be subject to such other consequences as are specified in the Ticket Conditions.

### 2. Payment Terms

- 2.1 Payment must be made on the same day the invoice is received, unless otherwise agreed in writing by CA and specified on the invoice.
- 2.2 If payment is not made in accordance with clause 2.1, CA reserves the right to cancel the booking and release the tickets back for sale to the general public.
- 2.3 No Tickets will be provided to the Customer unless payment has been received in full.
- 2.4 The total value of the invoice includes GST.
- 2.5 All Group Ticket Sales bookings are non-refundable and not exchangeable for another Match.
- 2.6 CA advises, and the Customer acknowledges, that a credit card fee will apply in respect of all credit/debit card purchases. The fees will be Visa/MasterCard credit cards are charged 1.03%, Visa/Mastercard Debit Cards are charged 0.36%, and Amex is charged 2%. These fees are non-refundable.

### 3. Tickets

- 3.1 Subject to full payment being received by CA, Tickets will be sent to the Customer at least two (2) weeks prior to the Match, unless the booking is made after that time in which case the Tickets will be issued as soon as reasonably practicable or be retained for collection at the Venue on the Match date. Customers must provide an Australian address in order for CA to send the Tickets.
- 3.2 Cricket Australia, acting in good faith, reserves the right to determine the final location of seats in its discretion.
- 3.3 The Customer shall be responsible for distributing the Tickets to the Guests. No person will be admitted to the Match without a valid Ticket. No responsibility is accepted by CA in the event that a Guest is denied entry to the Match as a result of the Customer's or any guest's failure to comply with this Agreement or the Ticket Conditions.
- 3.4 The Customer shall be responsible for the Customer's acts and omissions, and the acts and omission of their Guests and will ensure that the Guests comply with this Agreement.
- 3.5 The Customer must not and must ensure that any of their Guests do not advertise, auction, otherwise offer for sale, use as a competition prize, exchange for valuable consideration, assign, licence, bundle with other goods or services or otherwise commercially deal with any of the rights benefits and entitlements contained in this Agreement (including, without limitation the Ticket or Tickets allocated to that person) without CA's prior written consent.
- 3.6 The Customer acknowledges that CA cannot guarantee:
- (a) whether the Match or any play will take place on the Match date;
  - (b) the length of play of the Match; or
  - (c) the identity of the players who will appear in the Match.
- 3.7 The *2019-2020 Cricket Australia Refund Policy*, which can be found at <https://www.cricket.com.au/tickets/terms-and-conditions> (**Refund Policy**), will apply to this Agreement.

3.8 The Customer acknowledges that it is the Customer's responsibility to ensure that their Tickets are kept in a safe place. Lost or stolen Tickets may be reissued at Cricket Australia's discretion if notified in writing to [groupbookings@cricket.com.au](mailto:groupbookings@cricket.com.au), and tickets may be made available by such method as determined by Cricket Australia in its discretion (including only making such Tickets available for collection at the match).

3.9 In respect of the reissue of any lost or stolen Tickets, Cricket Australia reserves the right to at its discretion:

- (a) verify the Customer's identity prior to reissuing such Tickets; and/or
- (b) charge a fee of \$10 if more than one request for replacement Tickets is made by a Customer in respect of the same booking.

#### 4. Privacy

4.1 CA may collect personal information about the Customer and Guests necessary for it to perform its obligations under this Agreement and to otherwise use in accordance with the Cricket Australia Privacy Policy (located at [www.cricket.com.au/privacy](http://www.cricket.com.au/privacy)) The Cricket Australia Privacy Policy details how Cricket Australia uses and discloses personal information, how a Customer or Guest can access and/or correct their personal information and how a Customer or Guest can make a complaint about Cricket Australia's use or disclosure of personal information.

#### 5. General

5.1 The Customer must not assign, transfer or sell the Tickets to any third party, other than in accordance with the Ticket Conditions.

5.2 This Agreement, which incorporates the Ticket Conditions and the Refund Policy sets out the entire understanding between CA and the Customer in respect of the subject matter of this Agreement.

5.3 Any issues regarding dispute or interpretation of this Agreement must be resolved in accordance with the laws of the State of Victoria and the parties submit to the jurisdiction of the courts of Victoria.

#### 6. Definitions

6.1 All capitalised terms in this Agreement shall have the following meanings:

**Agreement** means the agreement between the Customer and CA as described in clause 1.1.

**Guests** means the Customer and their invitees to the Match who attend using a Ticket(s) issued under the booking.

**Match** means the cricket match, or relevant day of a Test match, the particulars of which are indicated on the Ticket.

**Ticket** means a ticket giving right of entry to one match at a particular Venue in accordance with the details indicated thereon.