

PREMIUM EXPERIENCE TERMS & CONDITIONS



Key words you'll need to know

1. What these terms mean:

Agreement means the agreement between the Customer and Cricket Australia (CA) as described in clause 2.

Applicable Law means the law (including consumer protection legislation) applying in the state or territory (as applicable) in which the relevant Match takes place.

Customer means the person or company specified as the customer on the Invoice.

Designated Times means the times for the Premium Experience Package nominated by CA in writing.

Guest means the Customer and any person attending the Match using a Premium Experience Ticket issued in relation to the Premium Experience Package.

Premium Experience Facility means the shared or private corporate Premium Experience facility designated by CA to provide the Premium Experience Package.

Premium Experience Package means the Premium Experience package specified on the Invoice.

Premium Experience Ticket means any ticket, pass, lanyard, wristband, or other document issued by CA allowing entry to the relevant Premium Experience Facility at a particular Venue in accordance with the details indicated thereon.

Invoice means the invoice issued by CA to the Customer including the details of the Customer, Premium Experience Package and payment and other details, and which forms part of the Agreement.

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

Venue means the entire premises of a ground or stadium where a match is scheduled to take place and to which a Premium Experience Ticket is required to gain access, or any Off-Site venue where an Official CA Function is held.

General

2. Subject to the terms of this Agreement, CA grants the Customer and Guests the right to use and access the Premium Experience Facility during the Designated Times in accordance with this agreement for the purpose of watching the Match and the Customer providing Premium Experience services to Guests.

3. All Premium Experience Packages are issued subject to these Cricket Australia Premium Experience Conditions (Premium Experience Conditions), which together with the Invoice, form a binding contract between Cricket Australia (CA) and the Customer commencing on the date of the Invoice (Confirmation Date).

4. These Premium Experience Conditions incorporate:

- a. the Cricket Australia Ticket and Entry Conditions (as amended by CA from time to time, as published at www.cricket.com.au/tickets); and
- b. any terms and conditions contained in or published on each Premium Experience Ticket

Any person who fails to comply with the Cricket Australia Ticket and Entry Conditions shall be refused admittance to or ejected from the Venue.

Payment

5. The total price of the Premium Experience Package (Total Price) must be paid by the Customer either:

- a. upfront and in full within 30 days of receiving the invoice; or
- b. where the invoice is received less than 30 days prior to the relevant Match, the invoice must be paid in full immediately; or
- c. where the Total Price exceeds \$20,000, and where CA provides prior written approval on the Invoice (acting in its absolute discretion), the Customer may pay the Total Price in instalment payments of two equal payments in consecutive months as agreed with CA, each within 30 days of receipt of an Invoice for the relevant instalment from CA, or as otherwise agreed in the Invoice by CA.

6. The booking of the Premium Experience Package by a Customer is not secure until the Total Price has been received in full by Cricket Australia.

7. If payment is not made in accordance with clause 5, CA reserves the right to cancel the booking and sell the Premium Experience Package to a third party and retain all (or, in its absolute discretion, part) of any payments that have been received from the Customer.

8. No Premium Experience Tickets will be provided to the Customer until the total Invoice amount has been received by CA in full.

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9. The total Invoice amount includes GST.
10. Subject to this clause 10 and the Cancellation or Rescheduling section below, all Premium Experience Packages are non-refundable. If the Customer provides notice to CA in writing cancelling all or part of the Premium Experience Package, and such notice is provided to CA on a date which is more than 30 days prior to the Match, CA will cancel the Premium Experience Booking (or relevant part of the Premium Experience Booking) and provide a refund to the Customer of 85% of the invoiced price of the Premium Experience Package (or part thereof) (excluding fees) which was cancelled. If the Customer cancels all or part of the Premium Experience Package on or after the date which is 30 days prior to the Match, no refund will be provided.
11. CA advises, and the Customer acknowledges:
- a credit card fee will apply in respect of all credit/debit purchases. The fees will be Visa/MasterCard credit card are charged 1.75%, Visa/MasterCard Debit Cards are charged 0.69% and Amex is charged 2.50%.

These fees are non-refundable.

12. In the event that, on request of the Customer, CA orders food and beverages over and above any included within the Premium Experience Package on behalf of the Customer, the Customer must pay all costs and charges for such food and beverages.

Premium Experience Tickets

13. Subject to full payment for the Premium Experience Package being received by CA, CA will issue and send electronic Premium Experience Ticket/s to the Customer as soon as reasonably practicable. The Customer will be responsible for the distribution of tickets to all Guests. No person will be admitted to the Premium Experience Facility without a valid ticket. CA will not be liable if any guest is denied entry to the venue or Premium Experience facility if they are in breach of CA terms & conditions.

14. Customer shall be responsible for the acts and omissions of the Customer and the Guests while at the Venue, and the Customer will ensure that the Guests read, understand and comply with these Premium Experience Conditions.

15. Customers must not, and must ensure that Guests do not advertise, auction, or 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 Premium Experience Tickets or without the prior written consent of CA's Chief Executive Officer or their nominee).

16. Any Premium Experience Ticket acquired in breach of this Agreement shall be null and void. CA is entitled to confiscate, cancel, or invalidate any Premium Experience Ticket or Match tickets offered for sale, sold or acquired in breach of this Agreement.

17. The Customer agrees to provide CA or the catering provider (as directed) with a dietary requirements list, including details of any food allergies, the name and contact number of the Customer's nominated "Host", the names of the Customer's Guests, and any other relevant information at least 2 weeks prior to the Match Date. CA does not guarantee that any of the food or drink products served at each Venue are free from nuts, wheat, lactose or any other allergens.

18. The Customer acknowledges that CA does not guarantee:

- whether the Match or any play will take place on the Match date;
- the length of play of the Match; or
- the identity of the players who will appear in the Match.

19. Lost or stolen Premium Experience Tickets may at CA's discretion be reissued upon payment of a fee of \$50 per ticket. Requests to replace lost or stolen Premium Experience Tickets must be made to CA in writing.

Cancellation or Rescheduling

20. Subject to clause 24, in the event of cancellation of the Match prior to the day of the Match or cancellation of the Premium Experience Package (other than as a result of any act or omission of the Customer or Guests), CA will refund any part of the Total Price that has been paid by the Customer as at the date of cancellation and this Agreement shall be deemed to be terminated.

21. In the event the Match is rescheduled to another date and/or Venue, upon Customer's written request. CA will, at its election (in its sole and absolute discretion):

- refund to the Customer any part of the Total Price that has been paid (less an administration fee) by which payment was received; or
- provide the Customer with the Premium Experience Package at the rescheduled Match.

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22. The Customer acknowledges that:

- a.** the commencement and/or duration of any cricket played on the Match date and the ability of CA to deliver every element of the Premium Experience Package (e.g., on ground experience) is dependent upon the weather and other factors that are outside the control of CA; but
- b.** the Premium Experience facilities at the Venue are not dependent upon the weather on the Match date and, subject to clause 25, will be available for use irrespective of whether a Match is interrupted, suspended, or cancelled.

23. The Customer agrees once access to the Venue is given or made available to persons, the full Premium Experience Package will be deemed to have been provided by CA and received by the Customer and the Guests, and accordingly the Customer and the Guests will not be entitled to any refund of the Premium Experience Package if access is given and poor weather (or any other factor) causes cancellation or limited play of the Match or results in CA not being able to deliver some elements of the Premium Experience Package (e.g. on ground experience). No refund will be provided for Premium Experience Packages which cover more than one Match or Match Day (such as 'season' packages) in the event of any cancellation of any Match or Match Day, including if a Match is abandoned, postponed, delayed or shortened for whatever reason including as a result of a wash out.

24. In the event that CA is obliged to make any material change to a Premium Experience Facility or cancel that facility for any reason, CA will use its reasonable endeavours to ensure that alternative arrangements are offered which are of at least equal or a superior standard (as determined by CA in its discretion). In the event that the alternative arrangement offered by CA is not of at least equal or a superior standard then the Customer may elect to:

- a.** accept the alternative arrangement offered by CA and, upon request, receive a refund of the difference in the cost between the original Premium Experience Package and the alternative arrangement (the amount of such refund to be determined by CA in its discretion); or
- b.** upon written request, receive a refund the part of the Total Price the Customer has paid to CA in which case this agreement will terminate with immediate effect.

25. CA will refund to the Customer any part of the Total Price that has been paid (less an administration fee) if the Customer is otherwise entitled to a refund under Applicable Law.

26. The Cricket Australia Refund Policy does not apply to this Agreement.

27. CA has the right to cancel any Premium Experience Package and/or Premium Experience Ticket and refund 100% of the Premium Experience Package or Premium Experience Ticket value if:

- a.** as a result of directions, regulations or restrictions imposed by CA or a State Government, there are limits or restrictions on the number of patrons that may attend a Match; or
- b.** it decides such steps are necessary in the interests of public health.

28. CA may provide additional terms and conditions regarding cancellation and refunds in any FAQ section published by CA.

Liability

29. To the fullest extent permitted by law CA excludes all warranties, terms, conditions or undertakings of any nature and in any form (whether express or implied, written, oral, statutory or otherwise) in relation to the Premium Experience Package.

30. Subject to clause 34, CA shall not be liable to the Customer in contract, tort (including negligence) or otherwise arising out of or in connection with this Agreement for (i) any loss of revenues, loss of profits, loss of business or anticipated savings, loss of goodwill and/or reputation or loss arising out of business interruption (whether such losses are direct or indirect) or (ii) any indirect or consequential loss or damage.

31. Subject to clause 34, CA shall not be liable for:

- a.** any injury whatsoever to the Customer or any Guests, nor for any loss or damage to or theft of their property howsoever such injury, loss or damage may be caused; or
- b.** any damage, loss, delay or expense incurred by the Customer owing to any event beyond CA's control. Subject to clause 32, CA's total liability if such an event arises shall be to use reasonable endeavours to make alternative arrangements, including holding the Match (if applicable) at the next best alternative date or providing alternative Premium Experience facilities at the Venue pursuant clause 24.

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32. CA's maximum liability to the Customer under, or in connection with, this Agreement shall be limited to the amount actually paid by the Customer to CA for the Premium Experience Packages.

33. The Customer shall be responsible for and reimburse CA for any loss, damage, costs and expenses (including, without limitation, loss of profits), that the Customer or its Guests are responsible for, whether within the Premium Experience Facility or elsewhere within the Venue. In the event that the Customer is responsible for such damage or loss, CA shall be entitled to Invoice the Customer and the Customer shall pay such Invoice immediately.

34. Nothing within this Agreement shall limit or exclude either party's liability for death or personal injury caused by its negligence or for any loss, damage, costs and expenses caused by an act of fraud or which may not lawfully be excluded.

Signage, Advertising and Promotions

35. The Customer must not use the CA logo or any other CA intellectual property without the prior written consent of CA, such consent to be granted in CA's absolute discretion.

36. No advertising or promotion by a company will be permitted within the Venue without the prior written consent of CA, such consent to be granted in CA's absolute discretion.

37. No promotional items coordinated by a company in direct conflict with any of CA's sponsors or official suppliers will be permitted within a Venue.

Premium Experience Conduct

38. The Customer will and will procure that all Guests dress smartly and otherwise comply with the dress code applicable to their Premium Experience Package

39. CA reserves the right to refuse admission to a Venue in accordance with the Cricket Australia Ticket and Entry Conditions and the Venue's Terms & Conditions.

40. The Customer will not, and will procure that all Guests do not, engage in any conduct (whether through the use of language, gestures or otherwise) which is likely to offend, insult, humiliate, intimidate, threaten, disparage or vilify any other person (including any player, match official, other official or other patron) on the basis of their race, religion, gender, culture, colour, sexual orientation, descent

or national or ethnic origin. If a Premium Experience Ticket holder fails to comply with this condition, they may be refused admission to, or evicted from, the Venue without refund or compensation of any kind; and the Premium Experience Ticket holder must deliver up any and all tickets in their possession. In addition, each Premium Experience Ticket Holder acknowledges that the failure to comply with this condition may result in the imposition of other sanctions (such as being banned from the Venue in the future) and possible further action including criminal prosecution.

41. All unauthorised persons are prohibited from entering the playing area at all times.

42. The Customer acknowledges that, pursuant to relevant laws, CA may (or may procure that third parties):

a. terminate liquor service at the Premium Experience Facility at a certain hour, or at a certain time after completion of the Match on any specific day (notwithstanding that such time may be during the Designated Times);

b. require all Guests to vacate the premises within a certain time after completion of the Match on a specific day (notwithstanding that such time may be during the Designated Times);

c. terminate liquor service at the Premium Experience Facility and require the vacation of the Premium Experience Facility at an earlier time where it is reasonable to do so (notwithstanding that such time may be during the Designated Times);

d. remove intoxicated and/or disruptive persons (including the Customer's Guests) from the Premium Experience Facility and the Venue (including persons causing the Customer to breach this Agreement); and

e. refuse to serve liquor to a person (including a Guest) under the age of 18 or a person that is intoxicated.

43. The Customer or Guests are not permitted to bring their own food or drink into the Premium Experience Facility.

Termination and Expiration

44. CA may terminate this Agreement (including refuse entry to you and your Guests to the Match, the Premium Experience Facility or the Venue or remove you and your Guests from Match, the Premium Experience Facility, or the Venue) immediately, without refund, if you breach any term of this Agreement.

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45. Termination or expiration of this Agreement will not affect the rights or obligations of the parties which have accrued up to the date of expiry or termination or any other rights and obligations which under the terms of this Agreement are expressed to survive or are capable of surviving such expiry or termination.

Privacy

46. CA may collect personal information about the Customer and Guests necessary for it to perform its obligations under this Agreement, to help promote the Match and to otherwise use in accordance with the Cricket Australia Collection Statement (located at www.cricket.com.au/collection-statement) and Privacy Policy (located at www.cricket.com.au/privacy). Unless such persons advise otherwise, the Customer consents on behalf of the Guests to receiving future promotional and marketing material from CA including via electronic messages. CA will use, disclose, and manage all personal information in the manner set out in CA's privacy policy.

Miscellaneous

47. This Agreement sets out the entire understanding between CA the Customer in respect of the subject matter of this Agreement.

48. 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.