



Netball Australia Event Terms and Conditions – Venue Entry

Definitions

1. In these Event Terms and Conditions (**Conditions**), the following definitions apply:
 - a. **Event** means any netball match or related event under the control of Netball Australia (**NA**) or the Suncorp Super Netball (**SSN**), including all matches, test matches, training sessions and other events associated with the Australian and International netball teams, the SSN, the Australian National Championships and the National Netball Championships;
 - b. **Ticket** means any ticket, pass, accreditation pass, credential or other authorisation sold or granted by an Organiser which allows entry into an Event;
 - c. **Patron** means any person who, at any time, holds, purchases or otherwise acquires a Ticket, and any person who enters an Event;
 - d. **Organiser** means NA, the SSN, an SSN Club, a State, a Venue and a ticketing agent, as applicable;
 - e. **Participant** means any player, athlete support personnel, umpire, on-court official, and other representatives of the Organisers;
 - f. **Venue** means any stadium or other venue where an Event is being, or is designated to be, hosted;
 - g. **Privacy Policy** means the NA Privacy Policy, available on the NA website, which details how NA and the SSN use and disclose personal information, how Patrons can access and/or correct their personal information, and how a Patron can make a complaint about NA's or the SSN's use or disclosure of personal information.

Application of these Terms and Conditions

2. These Conditions form an enforceable agreement between the Organisers and any Patron. Every Patron's Ticket, entry to and presence at an Event is subject to the **Event Rules**, which encompass:
 - a. these Conditions (as amended by NA and SSN from time to time, displayed at Venue entrances and published on the NA website);
 - b. the Venue's conditions of entry;
 - c. a ticketing agent's conditions of sale, if applicable; and
 - d. any reasonable directions issued by an Organiser, including by a representative of an organiser.
3. Patrons agree to:
 - a. read and abide by the Event Rules;
 - b. ensure that any person for whom they have acquired a Ticket has read, agreed to and will abide by the Event Rules; and
 - c. ensure that any person under the age of 18, or otherwise incapable of giving consent, for whom the Patron has acquired a Ticket or for whom the Patron is responsible, will abide by the Event Rules.

Consequences of Breaching the Event Rules

4. If any Patron is found, in the reasonable opinion of the Organisers, to have breached any Event Rules, they may:
 - a. be refused entry to the Venue by any representative of an Organiser, without any refund or compensation;
 - b. be ejected from the Venue by any representative of an Organiser, without any refund or compensation;
 - c. have their Ticket confiscated and/or cancelled, and have any other Tickets they may have for future Events cancelled without any refund or compensation;
 - d. have sanctions imposed against them including, but not limited to, being banned or disqualified from purchasing Tickets for, or attending any Event or other function played, promoted, or conducted under the auspices of any of the Organisers; or
 - e. be subject to legal action in connection with any breach (including without limitation criminal prosecution).

Tickets and Entry into the Event

5. Entry into any Event requires the presentation of a valid Ticket for that Event. The Ticket must not be defaced or damaged, or purchased through an unauthorised third party. A representative of an Organiser may direct any Patron at any time to produce a valid Ticket.
6. Upon entry, and at any time while in the Venue, a representative of an Organiser may require a Patron to:
 - a. open for inspection any bag, basket, vehicle or other possession, or to turn out their pockets; and/or
 - b. relinquish any item which is prohibited under Condition 19.

Any Patron who fails to comply with such a request may be refused entry to, or directed to leave, the Event.

7. A Ticket only allows the person holding it to attend the Event in the seat or area specified on the Ticket.
8. Tickets remain the property of NA or SSN or the Club at all times. Tickets may not be on-sold, exchanged for fee or reward or other valuable consideration, or otherwise commercially dealt with (including for advertising and promotional purposes such as prizes, contests, or sweepstakes) without the prior written consent of NA or SSN or the Club. In granting such consent, NA or SSN or the Club may attach additional conditions to any Tickets as it sees fit (including charging an additional fee).

Changes to the Event or Ticket

9. NA and SSN and the Club make no representation or warranty of any kind in relation to the quality, content, or duration of any Event. NA and SSN and the Club reserve the right to add, withdraw or substitute any players, performers, or activities associated with the Event.
10. Patrons acknowledge that NA cannot guarantee the date or duration of the Event, or the identity of any Participant who will appear at the Event.
11. Patrons are not guaranteed an uninterrupted and/or uninhibited view of the Event from the provided position.
12. Patrons acknowledge that NA and SSN and the Club reserve the right, in their sole discretion and with reasonable notice to the Patron (where practicable), to:
 - a. change the time, date, place, duration and/or nature of any Event; and/or
 - b. substitute the seat or area indicated on a Ticket with another position.
13. If NA and SSN or the Club makes an alteration under Condition 12(b), and that alteration is significant (as determined by NA or the SSN in its absolute discretion), and the Patron does not accept the replacement seat, NA or the SSN or the Club will offer an exchange of the Tickets for an available Ticket of the same or lower face value (with a refund of the difference in the Ticket price).
14. NA and SSN and the Club will not be liable for any loss or damage (including indirect or consequential loss or damage) suffered as a result of, or arising from, or in any way connected to the cancellation, postponement, or change of the Event (or any part of the Event).
15. Except as set out in Condition 16, NA and SSN and the Club will not refund payments made by Patrons for Tickets under any circumstances, including:
 - a. the appearance or non-appearance of a particular person, group, or personality such as a player, team, performer, or band;
 - b. any variation to the on-court Event program;
 - c. any variation to the off-court Event program, conveniences, or attractions such as the postponement or cancellation of any entertainment, amusements, or interactive displays;
 - d. any adverse weather conditions;
 - e. any other circumstances beyond the reasonable control of the Organisers.
16. Refunds are not payable in excess of what a Patron actually paid for a Ticket. NA, SSN and/or the Club will refund a payment made by a Patron for a Ticket only if:
 - a. a Patron chooses not to accept an exchanged ticket provided under Condition 13;
 - b. the entire Event is cancelled and is not rescheduled; or
 - c. the Patron is entitled to a request a refund under the Australian Consumer Law.

Prohibited Conduct and Items

17. Patrons will not:
 - a. 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;
 - b. engage in conduct that might corrupt a betting outcome of a betting event or contingency;
 - c. misuse, deface, damage, or tamper with any building or thing;
 - d. litter;
 - e. throw or kick any stone, bottle, projectile or other thing;
 - f. interfere with, obstruct, or hinder any of the Organiser's representatives in the exercise of their powers, functions, and duties;
 - g. become intoxicated or use illicit substances;
 - h. supply alcohol to minors;
 - i. smoke or vape, except in a designated smoking area;
 - j. fail to comply with the Event Rules or any lawful request of the Organisers or the Police.
18. Patrons will not, without the prior written consent of an Organiser:
 - a. enter any area, including the playing area, without authorisation;

- b. post, stick, or place any poster, placard, bill, banner, print, paper, or any advertising material on any building, structure, pole, cordon, or barrier;
 - c. distribute any printed or visual material;
 - d. promote any advertising or promotional material, including samples of goods or services;
 - e. distribute, hawk, sell, offer, or expose for sale any good or services, or collect money or orders from Patrons for good or services;
 - f. sell, offer, or make available for sale, or give away any Ticket;
 - g. conduct public surveys or opinion polls, solicit money, donations or subscriptions from members of the public;
 - h. block any thoroughfare;
 - i. disrupt, interrupt, or behave in any manner that may disrupt or interrupt any official, employee, or contractor of the Organisers, any match, or any activity associated with the Event;
 - j. act in such a way as to hinder, obstruct, or interfere with any Participant, or to adversely affect the safety of the public;
 - k. 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;
19. Patrons will not bring into or carry within the Venue, without the prior written consent of an Organiser:
- a. an alcoholic beverage, glass bottle or container, or aluminium can, unless purchased at the Event;
 - b. a beverage container with the manufacturer's seal broken, unless purchased at the Event;
 - c. clothing or items bearing discriminatory, indecent or obscene language or images, or bearing any unauthorised commercial or political language or images;
 - d. illicit drugs;
 - e. spray paint;
 - f. a knife, firearm, or other weapon or dangerous good;
 - g. an animal, other than an authorised assistance dog;
 - h. a metal flag or banner pole longer (or extending to longer) than 1.4 metres in height, or any flag or banner which could reasonably breach Condition 18(k);
 - i. a whistle, speaker, loudhailer or musical instrument;
 - j. a flare, firework, laser pointer or distress signal;
 - k. public address system, electronic equipment, broadcast equipment or similar device which may interfere with broadcast equipment or similar devices being used by an Organiser in connection with the Event;
 - l. a vehicle, including a bicycle, skateboard, scooter, roller skates or roller blades;
 - m. any item that does not have an ordinary and reasonable use by a Patron at the Event, which may cause injury or public nuisance;
 - n. any item in a commercial quantity, as determined by a reasonable representative of an Organiser;
 - o. goods or tickets for the purpose of sale or commercial distribution;
 - p. camera lenses with a physical length greater than 200mm or any other item which might reasonably obstruct the view of other patrons;
 - q. photographic, video, audio or digital recording equipment the Organisers reasonably consider may be used in breach of Condition 21, which may include (without limitation) audio recorders, camera tripods or monopods;
 - r. other items as determined by the Organisers or the Police from time to time.
20. Any consent to any item brought into an Event given by an Organiser may be revoked by any of the Organisers at any time. If such consent is withdrawn, the Patron must immediately relinquish the prohibited item to the Organisers or leave the Event immediately.

Recordings, Images and Data

21. Patrons must not:
- a. make any video or audio recording or take any photograph (**Recording**) at the Event for any purpose or use other than private, non-commercial and non-promotional purposes or uses;
 - b. make any Recording of any person without that person's permission;
 - c. sell, license, publish, disseminate or reproduce (or permit such), in whole or in part, any Recording taken or made at the Event, without the prior written consent of NA or the SSN; or
 - d. broadcast or narrowcast by any means whatsoever any images, sounds, data, results or commentary of or concerning the match or other activities at the Event without the prior written consent of NA or the SSN.
22. If, notwithstanding Condition 21, a Patron uploads, publishes or disseminates any Recording taken or made at the Event to any digital media platform, the Patron agrees to:
- a. waive their personality and privacy rights in respect of the Recording;
 - b. assign all copyright and all other intellectual property in the Recording to NA and the SSN;
 - c. not sell, license or publish any Recording without NA's and the SSN's prior written consent; and
 - d. use by NA, the SSN, the Club and their commercial partners of the Recording for any purpose in any media, without compensation on a perpetual, irrevocable and worldwide basis.

23. Patrons acknowledge that Organisers may make, store, use and reproduce any Recording of any Patron or their likeness in relation to the Event. Patrons grant NA, the SSN and third parties authorised by NA or the SSN a perpetual, irrevocable, royalty-free licence to use Recordings of the Patron and their likeness, in any media worldwide and for any purpose, without identification or compensation of any kind.

Risks and Indemnity

24. Patrons accept all of the inherent and obvious risks associated with Event attendance, and voluntarily assume all risks involved in attending the Venue and the Event, whether or not described in these Conditions. Patrons agree that the risks of attendance include, but are not limited to:
- collision with a ball, person, or other fixed or moving objects;
 - falling on the stairs, escalators, chairs, or floors of the Venue because they are wet or damaged or have rubbish lying on them;
 - the failure or unsuitability of facilities at the Venue (including grandstands, fences, and guard rails);
 - acts of violence and other harmful acts (whether intentional or inadvertent) committed by Patrons attending the Event;
 - contracting a communicable disease or illness (including Covid-19); and
 - being exposed to bright or flashing lights, fireworks, and loud noises.
25. Patrons acknowledge that by attending an Event, they may be at risk of suffering, among other things:
- broken bones or joint or limb injuries;
 - blackouts or fainting;
 - bruises or abrasions; and
 - damage to clothing or personal property.
26. Patrons acknowledge that attending the Event may cause them personal injury, death or property loss or damage, as a result of which they may suffer loss of income, financial loss or other loss. Patrons agree that they are solely responsible for any of these losses without being able to seek any recovery from the Organisers or any of their representatives. Patrons release and indemnify the Organisers for any loss of income, financial loss or other loss that Patrons may suffer or incur.
27. Patrons take responsibility for any damage they cause to any other person or property, and Patrons indemnify the Organisers in respect of any liability or claim relating to the Patron's conduct or attendance at the Event.
28. The Organisers acknowledge that each indemnity and exclusion of liability in these Conditions is subject to, and operates only to the extent permitted by, applicable laws. Each indemnity and exclusion is amended to the extent that any right under the Australian Consumer Law, or the applicable equivalent laws of each State or Territory, cannot be excluded.

Miscellaneous

29. NA and the SSN reserve the right to make amendments to these Conditions from time to time, in their sole discretion and without notice. An up-to-date version of these Conditions is available on the NA website, and from NA on written request.
30. Patrons agree that, to the maximum extent permitted by law, the Organisers are not liable to any Patron for any:
- breach of contract or statutory duty;
 - death, injury or other trauma; or
 - damage to, destruction of or theft of property.
- Patrons agree to waive all of their rights to make any claim against the Organisers in respect of any of these matters.
31. Each exclusion of liability in these Conditions is for the benefit of each of the Organisers. Each Organiser may enforce these exclusions of liability against any Patron.
32. Patrons acknowledge that NA and the SSN and the Club may use any personal information received by them from the other Organisers in accordance with the [NA Privacy Policy](#).
33. Patrons agree that any parts of these Conditions which are unenforceable are severable to the extent of the unenforceability, and the other Conditions remain in force.
34. Any dispute arising out of or in connection with these Conditions will be governed by and interpreted in accordance with the laws of Victoria.

Anyone with an enquiry in relation to these Conditions should email infonet@netball.com.au