

# AUSTRALIAN OPEN CORPORATE CONDITIONS OF SALE AND ENTRY 2010

## All Corporate Packages are issued subject to these Terms and Conditions of Sale and Entry 2010

- 1. Definitions**

Deluxe Picnic Box: A hamper style meal which you can eat with ease in your stadium seats. Smartcard: A debit card used for the purchase of food and beverage on-site during the Australian Open.
- 2. Dress Code**
  - 2.1 Tennis Australia encourages smart casual attire for all guests. Eg. Collared shirt and tailored pants or shorts for males. No rubber thongs.
- 3. Code of Conduct:**
  - 3.1 All Corporate Clients/guests are requested to comply with the following:

Tickets/Passes must be worn correctly at all times (tickets/passes to be worn around the neck with Corporate package, Company name, session etc facing out).

Under age children to be accompanied by an adult in all bars and dining rooms.

Please refrain from leaving your seats during a point, between points or at the end of a game. Please wait for a change of ends.

Clients/guests should refrain from carrying on any conversation with others while points are being played.

Clients/guests should refrain from making loud comments including questioning the abilities of any player, umpire or lines person.

Clients/guests should refrain from using foul language.

Please ensure that all mobile phones and blackberries are on silent or tuned off during matches.

Clients should be cognisant of other Corporate guests seated near them and not provoke irritable behaviour

Please note:  
The Corporate Hospitality Manager has the discretion to remove anyone displaying unacceptable conduct from the relevant area.  
Melbourne Park Security also have the discretion to remove anyone displaying unacceptable conduct/behaviour.
- 4. Ticket Onselling, Advertising and Promotions**
  - 4.1 Sale of each corporate package and ticket creates a contract between Tennis Australia and the purchaser which gives the purchaser a transferable but conditional license for admission to Melbourne Park (MP) for a certain session of the AO. The license will automatically terminate if the purchaser or any subsequent transferee, without the prior written consent of TA, resells the part or all of the corporate package or ticket(s) at a premium or through a broker or agent; advertises or offers the package or ticket(s) for resale on the internet or in any other medium; or packages, advertises or uses the package or ticket(s) for advertising, promotion or other commercial purposes (including competitions or trade promotions) or to enhance the demand for other goods or services. If a corporate package or ticket is sold or used in breach of these conditions and the license has terminated, TA has the right to deny admission to the bearer of the ticket, to cancel the relevant package, or to take other action, without any guarantee of a refund.
- 5. Assignment**
  - 5.1 Corporate Packages may be assigned to a single company or individual for the duration of the Corporate package in question provided Tennis Australia provides its prior written consent. Any assignment is subject to the sole discretion of Tennis Australia, which reserves the right to refuse any assignment. Tennis Australia will only consider requests to assign packages where there is a written commitment from the assignee, including its agreement to be bound by these Terms and Conditions.
  - 5.2 In the event of any assignment, the original purchaser of the Corporate package will remain responsible for the assignee of the package and the individual holder(s) of the allocated ticket(s), and will indemnify, defend and hold harmless Tennis Australia in relation to the sale and use of the ticket(s) or package.
  - 5.3 Any requests to assign Corporate packages must be made in writing and directed to the Corporate Hospitality Manager, Tennis Australia. If a request is granted, Tennis Australia will obtain any necessary information from the assignee and will arrange for any signage, catering and program listings to be printed in the assignee's name where possible.
  - 5.4 Permission will not be given by Tennis Australia for Corporate Series packages to be broken up and sold on an individual session, or sessions, basis. Any assignment must be of a whole package, that is 25 sessions to the one client for Premium Gold, Gold, Premium Silver, Silver or Bronze Series packages, or 10 sessions to the one client for Signature Series packages.
  - 5.5 Should a River Villa(s) be purchased companies may not, without the prior written consent of the Corporate Hospitality Manager, Tennis Australia, seek to assign the benefit of that villa to more than one company.
- 6. Dining**
  - 6.1 Any requests by a Corporate package holder to combine dining with other companies and/or individuals who have purchased the same package must be made in writing to Tennis Australia at least 72 hours prior to the relevant dining time. Tennis Australia reserves the right to refuse any such requests.
- 7. Reservations**
  - 7.1 Premium Gold, Gold, Premium Silver, Silver, Bronze or Signature Series Patrons:
    - a) Upon receipt of a new client's signed and completed reservation form, Tennis Australia will contact that client and advise the best available seating allocation. The new client must confirm their agreement to the proposed allocation within 2 business days, failing which the seats will be released for purchase by other clients.
    - b) Once a new client has provided their agreement to any proposed seating allocation, the seats will only be reserved on receipt and clearance by Tennis Australia of payment of 100% of the purchase price.
  - 7.2 Tennis Australia will send a confirmation email or letter/receipt to all corporate clients in respect of package(s) purchased for Australian Open 2010.
  - 7.3 Corporate Ground Passes are only available to clients who have purchased Corporate Series or Session packages for 2010.
- 8. Payments**
  - 8.1 All payments received after 1 December 2009 must be by:
    - a) Bank cheque b) EFT; or c) Credit Card.Personal or company cheques will not be accepted after that date.
  - 8.2 The reservation form becomes an official tax invoice for GST purposes when payment is confirmed by Tennis Australia.
  - 8.3 All prices are inclusive of GST. Tennis Australia reserves the right to adjust prices due to any increase or decrease in GST.
  - 8.4 Where any payment amount for Corporate packages exceeds the card holder's daily limit, it is the responsibility of the card holder to contact their financial institution to gain pre-approval for the transaction prior to payment being made.
  - 8.5 Tennis Australia advises, and the client acknowledges, that a Credit Card fee, will apply in respect of all Credit Card purchases, where any portion of the total fee is paid by credit card.
  - 8.6 The Credit Card Fee for purchases will be:  
2.7% for American Express – inclusive of GST  
2% for Visa and MasterCard – inclusive of GST
  - 8.7 If paying via EFT, please send remittance advice to the Corporate Hospitality Team via fax: 03 9654-5897 or e-mail corporate@tennis.com.au  
Commonwealth Bank of Australia  
240 Queens Street, Brisbane  
BSB: 064 000  
Account Name: Tennis Australia Limited  
Account No: 1071 6339  
Agent No: 112  
Please include your company name as well as package reference when transferring payment.
- 9. Tickets**
  - 9.1 Tickets will only be issued upon receipt of full payment.
  - 9.2 All tickets will show company or individual identification. In the case of assigned Corporate packages, the assignee's identification will appear. Tennis Australia must be advised in writing of any change in company or individual name prior to Friday 31 July 2009. If any changes occur after this date, tickets will not show the amended company or individual name.
  - 9.3 Clients who purchase more than 6 tickets can elect to have their tickets delivered by courier or postal mail. In order to receive tickets via courier, a street address must be provided on the application form and a representative must be available to receive the tickets during normal business hours (Monday – Friday, 9.00am-5.00pm). Clients who purchase 6 tickets or less will receive their tickets via ordinary post.
  - 9.4 Tickets will be delivered to a nominated Melbourne address for all international clients.
  - 9.5 Tickets ordered prior to Thursday 22 October 2009 will be delivered to the nominated delivery address by end of November 2009.
  - 9.6 For tickets ordered from Friday 23 October 2009, Tennis Australia will endeavour to deliver tickets prior to Friday 18 December 2009. For security purposes, tickets for all reservations made after Friday 18 December 2009 will not be delivered but will be available for collection from Melbourne Park at your convenience.
  - 9.7 Lost or stolen tickets, passes and vouchers can be reissued on:
    - a) Payment of a fee of \$25 for each lost or stolen ticket, Recommended Retail Price per program or between \$8.00 and \$38.00 per car park voucher; and
    - b) Receipt of a written request specifying the number of lost tickets and session details, as well as row and seat numbers (where applicable).
  - 9.8 Replacement tickets and vouchers cannot be issued prior to Wednesday 6 January 2010.
- 10. Signage, Advertising and Promotions**
  - 10.1 The seat signage and program listing for Corporate Series patrons must be the company's business or trading name or in the case of an individual, the first and/or surname only. No logos permitted. Signage text and font is at the discretion of Tennis Australia.
  - 10.2 If applicable, program signage requests must be received no later than Thursday 17 September 2009 to ensure inclusion in the official Tournament Program.
  - 10.3 River Villa signage displayed outside the villa(s) must be the company's business or trading name. No logos permitted. Signage text and font is at the discretion of Tennis Australia.
  - 10.4 No advertising or promotion by a company will be permitted within the Melbourne and Olympic Parks site or surrounding precinct without the prior written consent of the Corporate Hospitality Manager, Tennis Australia.
- 11. Indemnity and Liability**
  - 11.1 Corporate Hospitality clients are responsible for the acts and omissions of their employees, invitees and guests whilst at Melbourne Park; and the corporate hospitality client agrees to release and indemnify, defend and hold harmless Tennis Australia, its employees, servants and agents in respect of any loss, liability or expense whatsoever and howsoever arising (including legal fees on an indemnity basis or, if deemed inappropriate, on a solicitor / client basis) resulting from or in connection with the acts or omissions of that corporate hospitality clients' employees, invitees and guests or the client's breach of these terms and conditions.
  - 11.2 To the maximum extent permitted by law, the corporate hospitality client agrees that Tennis Australia and its officers, directors, employees, representatives and agents are released and discharged of and from any and all claims, demands, suits, damages, loss and injury that the corporate hospitality client may suffer or sustain, by negligence or otherwise. To the extent that Tennis Australia cannot exclude liability then, to the maximum extent permitted by law, Tennis Australia's liability is limited (at its election) to Tennis Australia repaying amounts paid by the corporate hospitality client or supplying or resupplying any tickets which have been reserved for the corporate hospitality client in accordance with these Terms and Conditions of Sale and Entry.
- 12. Refunds and Transfers**
  - 12.1 All packages are non-refundable. In particular, the Australian Open match schedule is subject to change and may be altered at any time. The client will not be entitled to any refund if scheduled match or matches do not occur on a scheduled day or at a scheduled time.
  - 12.2 Corporate Session Packages are not transferable to other sessions.
  - 12.3 Once confirmed, seats and/or dining cannot be relocated.
- 13. General**
  - 13.1 Tennis Australia reserves the right to refuse to sell Corporate packages to any company or individual.
  - 13.2 Tennis Australia, acting in good faith, reserves the right in its absolute discretion to determine the final location of seats.
  - 13.3 Seat allocations for Australian Open 2010 are no guarantee of same seating at future tournaments.
  - 13.4 Any issues regarding dispute or interpretation of these Terms and Conditions of Sale and Entry must be resolved in accordance with the laws of State of Victoria, Australia and the parties submit to the jurisdiction of the courts of that state.
  - 13.5 In addition to these Corporate Terms and Conditions of Sale and Entry, ticket bearers are bound by any published conditions contained on tickets as well as the Australian Open Conditions of Sale and Entry as published at [www.australianopen.com](http://www.australianopen.com) or provided on request, as amended from time to time.
  - 13.6 Tennis Australia reserves the right to vary these Terms and Conditions at any time by providing 30 days written notice.