



CRICKET AUSTRALIA

## 2015-16 NATIONAL REFUND POLICY

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1. This National Refund Policy only applies in respect of Tickets purchased to Test Matches, One-Day and 20-Over International matches scheduled to be played by the Australian senior men's team as part of Cricket Australia's official international cricket season in 2015-16. This National Refund Policy does not apply to corporate hospitality products purchased from Cricket Australia; please instead refer to the Cricket Australia 2015-16 Corporate Hospitality Conditions.
2. Other than to the extent required by Applicable Law (including the Competition and Consumer Act 2010 (Cth)), paragraphs 5 to ~~45-17~~ set out the only circumstances in which a Ticket Purchaser ("you ") may be eligible for a Ticket refund or part thereof.
3. All refunds are subject to the conditions of this Ticket Refund Policy set out in paragraphs ~~186~~ to ~~275~~.
4. For KFC T20 Big Bash League matches please refer to the BBL Refund Policy located at [www.bigbash.com.au](http://www.bigbash.com.au).

### ***When will you be eligible for a refund?***

#### ***20-Over International match***

5. If you purchased a Ticket to see a 20-Over International match, you may be eligible for a refund of 100% of the Ticket Value for the relevant match if:
  - (a) less than fifteen (15) overs are completed during the whole match; **and**
  - (b) there is no result recorded for the match.
6. Where a domestic or International women's match is scheduled to be played as part of a 'double header' with a 20-Over International match, entry to the women's match is included free of charge as part of the Ticket to the 20-Over International match and no refund will be payable under paragraph 5 above by virtue of the fact that the women's match is cancelled or regardless of whether or not a minimum number of overs are played in the women's match or there is no result recorded in the women's match.

#### ***One-Day International match***

7. If you purchased a Ticket to see a One-Day International match, you may be eligible for a refund of 100% of Ticket Value for the relevant match if:
  - (a) less than ten (10) overs are completed during the whole match; **and**
  - (b) there is no result recorded for the match.
8. If you purchased a Ticket to see a One-Day International match, you may be eligible for a refund of 50% of the Ticket Value for the relevant match if:
  - (a) more than or exactly ten (10) overs but less than twenty-five (25) overs are completed during the whole match; **and**
  - (b) there is no result recorded for the match.

**Test match – Day Ticket**

9. If you purchased a Ticket to see one (1) day's play of a Test match, you may be eligible for a refund of 100% of the Ticket Value for the relevant day if:
- (a) less than ten (10) overs are completed during that day; **and**
  - (b) neither side won the match on that day and the match did not end in a tie.
10. If you purchased a Ticket to see one (1) day's play of a Test match, you may be eligible for a refund of 50% of the Ticket Value for the relevant day if:
- (a) more than or exactly ten (10) overs but less than twenty-five (25) overs are played during that day; **and**
  - (b) neither side won the match on that day and the match did not end in a tie.

**Test match – Twilight Ticket – Adelaide Test 27 November – 1 December 2015**

11. If you purchased a Ticket to see one (1) day's play of a Test match, you may be eligible for a refund of 100% of the Ticket Value for the relevant day if:
- (c) less than seven (7) overs are completed during that day; **and**
  - (d) neither side won the match on that day and the match did not end in a tie.
12. If you purchased a Ticket to see one (1) day's play of a Test match, you may be eligible for a refund of 50% of the Ticket Value for the relevant day if:
- (c) more than or exactly seven (7) overs but less than sixteen (16) overs are played during that day; **and**
  - (d) neither side won the match on that day and the match did not end in a tie.

**Travel Package – Test Match 2 or 4 day package**

- ~~11-13.~~ If you purchased a 2 or 4 day travel package from the Cricket Australia Travel Office or any of its approved agents for any Test match and if during one or more of the relevant days:
- (a) less than twenty-five (25) overs were played; **and**
  - (b) neither side won the match on that day and the match did not end in a tie.

then you may be eligible for a refund of some or all of the value of the Ticket (taking into factors including but not limited to the number of days affected and the number of overs played on each affected day) such value to represent the value of the total package price apportioned by Cricket Australia for the Tickets to the relevant day in its sole discretion.

- ~~12-14.~~ For the purposes of paragraphs 5 to 1244:

- (a) the question of whether a "result" has been recorded will be determined having regard to the Laws of Cricket (as in force at the relevant time); and
- (b) the question of whether a side has "won" a match or whether the match has ended in a "tie" will be determined having regard to the Laws of Cricket (as in force at the relevant time).

**Refunds for other reasons**

- ~~13-15.~~ Subject to paragraphs 4618 to 2527, you will be eligible for a refund of 100% of the Ticket Value of the Ticket if:
- (a) the relevant Match is cancelled in advance of the date of the relevant Match;
  - (b) the Ticket is for a Match which is rescheduled to another Venue;

- (c) the Ticket is for a Match which is rescheduled to another date (at the same Venue), subject to your election under paragraph [4517](#) of this National Refund Policy; or
- (d) you are otherwise entitled to a refund under Applicable Law.

~~14.16.~~ For the avoidance of doubt, no refund will be payable where the start time for any Match is moved or otherwise delayed but the Match takes place on the date originally scheduled as set out on the Ticket unless a refund is otherwise payable pursuant to paragraphs 5, 7, 8, 9, 10, 11, [12, 13, 4315](#) and [4517](#).

### **Rescheduled Matches**

~~15.17.~~ If a Match is rescheduled to another date at the same venue, you may elect either to:

- (a) use the existing Ticket for the rescheduled match (your existing Ticket will give you access to the Venue); or
- (b) obtain a refund of the Ticket Value, subject to your compliance with paragraph [2931](#) below.

### **Conditions of refund**

~~16.18.~~ Cricket Australia does not guarantee that the Match for which a Ticket is issued will take place at the date, time and Venue indicated on the Ticket.

~~17.19.~~ Cricket Australia reserves the right to make alterations to the time, date and Venue of any Match or the seating area or seating number referred to on a Ticket in the event of unforeseen or other circumstances, including (without limitation), force majeure, safety and security concerns, weather or playing conditions, or decisions from any competent authority. In the event of such alteration, Cricket Australia (including any Official Ticketing Agent) will not be liable to you or any other person for any costs, expenses or other losses resulting from such alteration, except to the extent set out in paragraphs 5 to [1745](#) of this Ticket Refund Policy.

~~18.20.~~ A Ticket will not be refunded and you will not be entitled to any refund and/or compensation from Cricket Australia:

- (c) if a Match is completed early in the normal course of play (i.e. completed in accordance with the rules for the match, as determined by Cricket Australia);
- (d) if the Ticket is lost, stolen, defaced or otherwise unused; or
- (e) if your entrance to a Match is delayed, including but not limited to reasons of public transport, road closures, other means of transportation, security inspections and/or other external factors.

~~19.21.~~ Cricket Australia will not be required to refund any fees or charges paid in addition to the Ticket Value of the Ticket (for example, any Service/Delivery Fee, merchant charges or other foreign exchange charges). No interest or costs will be payable in respect of any monies refunded.

~~20.22.~~ Cricket Australia will not be liable for any associated costs, expenses or loss (including, without limitation, any indirect and/or consequential loss, such as for travel to the Venue or any accommodation costs).

~~21.23.~~ Where one of paragraphs 5 to [4517](#) of this Ticket Refund Policy applies, only the original Ticket Purchaser will be entitled to a refund. If the details of the Ticket Purchaser provided with any refund application do not match the details of the Ticket Purchaser held in relation to the original purchase of the Ticket(s), no refund will be paid.

~~22-24.~~ No refund(s) will be payable in relation to any Ticket(s) which, for whatever reason, were provided free of charge.

~~23-25.~~ No refunds will be payable if you or any Ticket holder is refused entry to, or removed from, a Venue by reason of a breach of the 2015-16 Conditions of Ticket Purchase, Entry to a Venue and Attendance at a Match.

~~24-26.~~ Cricket Australia shall not have any responsibility for charges incurred by you from your bank (or any other third party charges).

~~25-27.~~ Cricket Australia reserves the right to make amendments to this Ticket Refund Policy from time to time at its sole discretion and without notice. All refunds will be determined in accordance with the National Refund Policy in place at the time of your purchase.

### **How do I apply for a refund?**

#### ***Tickets purchased over the phone or internet (via credit card or debit card)***

~~26-28.~~ If you purchased your Ticket(s) over the phone or on the internet by credit or debit card payment from a Ticket Agency and you are entitled to a refund pursuant to paragraphs 5, 7, 8, 9, 10, 11, 12, 13, 15 and 17~~45~~ of this National Refund Policy, your monies will be automatically refunded to the credit or debit card (as applicable) used to buy the Ticket within approximately thirty (30) days of the scheduled date of the applicable Match.

#### ***Tickets purchased in person at a ticket outlet or at the box office***

~~27-29.~~ If you wish to obtain a refund pursuant to paragraphs 5, 7, 8, 9, 10, 11, 12, 13, 15 and 17~~45~~ of this National Refund Policy and you purchased your Ticket(s) at a ticket outlet or at the box office at the Match in cash or by credit or debit card it may be possible for you to obtain a refund directly from the outlet where you purchased the ticket. Otherwise, you must send your name, address and Ticket to the Ticket Agency from which you purchased the Ticket (or as otherwise instructed by Cricket Australia or the Ticket Agency) to the relevant address below within fourteen (14) days after the end of the match in respect of which the refund is sought. You should retain a copy of the Ticket for your records. Funds will be returned via cheque or, where possible, by electronic funds transfer if you provide the relevant account information to the Ticket Agency.

Ticketmaster: Cricket Refunds, GPO Box 762 MELBOURNE VIC 3001

Ticketek: GPO Box 1610 SYDNEY NSW 2001

~~28-30.~~ No refund will be issued if returned Ticket(s) are post-marked more than fourteen (14) days after the end of the relevant Match.

#### ***Refunds for Rescheduled Matches***

~~29-31.~~ If you wish to obtain a refund pursuant to paragraph 17~~45~~ (Rescheduled Dates) of this National Refund Policy, regardless of how you purchased your Ticket(s), you must telephone the Ticket Agency (if there is a number below) or send your name, address and Ticket(s) to the Ticket Agency at one of the addresses below before the end of the claim period, being the date fourteen (14) days after the end of the relevant Match or such other shorter period as the Ticket Agency or Cricket Australia may advise. The Ticket(s) will be validated to verify your eligibility for a refund. If the Ticket(s) is/are found to have been used to access the venue on the rescheduled date (regardless of the time of attendance) no refund will be issued under this provision. You should retain a photocopy of the Ticket(s) for your records. Funds will be returned either back onto the credit or debit card used in the original purchase or via cheque

payment. All cheque refunds will be dispatched within [Thirty \(30\)](#) days of the close of the claim period set out above.

Ticketmaster: Cricket Refunds, GPO Box 762 MELBOURNE VIC 3001  
Telephone: 1300 136 122  
Ticketek: GPO Box 1610 SYDNEY NSW 2001

~~30-32.~~ No refund will be issued if returned Ticket(s) are post-marked more than fourteen (14) days after the end of the relevant Match or such other shorter period as the Ticket Agency or Cricket Australia may advise.

***Refunds for Travel Packages – Test Match 2 or 4 day packages***

~~31-33.~~ If you wish to obtain a refund pursuant to paragraph [4413](#), you should contact either the Cricket Australia Travel Office or the approved agent you booked your travel package with to receive details in relation to any refund and how this will be paid.

**Definitions**

All capitalised terms in this National Refund Policy shall have the following meanings:

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

***Service/Delivery Fee*** means the fee payable per Ticket transaction or order, charged in addition to the Ticket Value of the Ticket, for the processing and delivery of Tickets in that transaction or order.

***Ticket*** means a ticket giving right of entry to one (1) match at a particular Venue in accordance with the details indicated thereon;

***Ticket Agency*** means Ticketmaster or Ticketek as applicable for the relevant Match.

***Ticket Purchaser*** or ***you*** means the individual with legal capacity who has purchased a Ticket or Tickets in accordance with the 2015-16 Conditions of Ticket Purchase, Entry to a Venue and Attendance at a Match;

***Ticket Value*** means the specified price of the Ticket and excludes any Service/Delivery Fee (or part thereof) or other fees or charges paid by the Ticket Purchaser in respect of that Ticket (including, but not limited to, any credit/debit card processing fee); and

***Venue*** means the entire premises of a ground or stadium where a match is scheduled to take place and to which a Ticket is required to gain access.