



2016-17 KFC BIG BASH LEAGUE REFUND POLICY

1. This KFC Big Bash League (BBL) Refund Policy only applies in respect of Tickets purchased to KFC Big Bash League matches scheduled to be played by as part of the KFC Big Bash League 2016-17 Season.
2. Other than to the extent required by Applicable Law (including the *Competition and Consumer Act 2010* (Cth)), paragraphs 6 to 10 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 BBL Refund Policy set out in paragraphs 15 to 24.
4. For tickets purchased to Test Matches, One-Day International 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 2016-17 please refer to the National Refund Policy located at www.cricket.com.au/tickets or for corporate hospitality products purchased from Cricket Australia to International matches; please instead refer to the Cricket Australia 2016-17 Corporate Hospitality Conditions.
5. Where a domestic or International women's match is scheduled to be played as part of a 'double header' with a KFC Big Bash League Match, entry to the women's match is included free of charge as part of the Ticket to the Match. No refund will be payable under paragraph 6 below by virtue of the fact that the women's match is cancelled, or whether or not a minimum number of overs are played in the women's match and/or there is no result recorded in the women's match.

When will you be eligible for a refund?

Single Match Ticket Holders

6. Subject to paragraph 11 below, if you purchased a ticket to see a Match you may be eligible for a refund of the Ticket Value if:
 - (a) less than 15 overs were completed during the whole Match; and
 - (b) there was no result recorded in the Match.
7. For the purpose of paragraphs 6 and 12, 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).
8. Subject to paragraph 10 below, you may be eligible for a refund of the Ticket Value if you purchased a ticket to see a Match and:
 - (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 10 of this BBL Refund Policy; or
 - (d) you are otherwise entitled to a refund under Applicable Law.
- 9. 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 paragraph 6.
- 10. 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 28 below.
- 11. Paragraphs 6 to 10 do not apply if you hold a:
 - (a) team membership or season ticket in relation to a Big Bash League team (the **Team Membership**); or
 - (b) venue related membership which permits you entry to the Match (the **Venue Membership**).

KFC Big Bash League Team Membership holders

- 12. If you hold a Team Membership and you obtained entry to the Match using your Team Membership (and not any other kind of membership, including without limitation, a venue related membership) and:
 - (c) less than 15 overs were completed during the whole Match; and
 - (d) there was no result recorded in the Match,then paragraphs 30 to 33 will apply.
- 13. If you hold a Team Membership and the relevant Match is cancelled in advance of the date of the relevant Match then paragraphs 30 to 33 will apply.

Venue Membership holders

- 14. If you hold a Venue Membership, or purchased a venue based members visitors ticket, and you obtained entry to the Match using your Venue Membership or a venue based members visitors ticket then, notwithstanding that you may hold a Team Membership of any description, any refunds will be governed by the Venue membership refund policy and this BBL Refund Policy does not apply. Please contact the relevant Venue membership department for more information.

Conditions of refund

- 15. 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.
- 16. 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 Ticket Agency) 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 6 to 10 of this BBL Refund Policy.

17. A Ticket will not be refunded and you will not be entitled to any refund and/or compensation from Cricket Australia:
 - (a) 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);
 - (b) if the Ticket is lost, stolen, defaced or otherwise unused; or
 - (c) 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.
18. 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 Transaction/Service/Delivery Fee, merchant charges or other foreign exchange charges). No interest or costs will be payable in respect of any monies refunded.
19. 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).
20. Where one of paragraphs 6 to 10 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.
21. No refund(s) will be payable in relation to any Ticket(s) which, for whatever reason, were provided free of charge.
22. 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 2016-17 Ticket and Entry Conditions.
23. Cricket Australia shall not have any responsibility for charges incurred by you from your bank (or any other third party charges).
24. Cricket Australia reserves the right to make amendments to this BBL Refund Policy from time to time at its sole discretion and without notice. All refunds will be determined in accordance with the BBL Refund Policy in place at the time of your purchase.

How do I apply for a refund of my ticket?

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

25. 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 6 or 8 of this BBL 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

26. If you wish to obtain a refund pursuant to paragraphs 6 or 8 of this BBL 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

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

Refunds for Rescheduled Matches

28. If you wish to obtain a refund pursuant to paragraph 10 of this BBL 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 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

29. 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.

KFC Big Bash League Team Membership holders

30. Subject to paragraph 31 below, if:
- (a) paragraphs 12 or 13 above apply in relation to any Match in the KFC Big Bash League 2016-17 Season; **and**
 - (b) the affected Match is designated by Cricket Australia as a “home” Match for the KFC Big Bash League team to which your Team Membership applies,
- then if you purchase a Team Membership for the same KFC Big Bash League team for the KFC Big Bash League 2017-18 Season you will be eligible for a 20% discount on the cost of your Team Membership. The 20% discount applies regardless of how many “home” Matches are affected by the circumstances set out in paragraphs 12 or 13 in the KFC Big Bash League 2016-17 Season.

31. To receive the 20% discount you must:

- (a) purchase the same or similar type of Team Membership (as determined by the team). Where the Team Membership type you purchased for the KFC Big Bash League 2016-17 Season is not available for the 2017-18 Season then the team will advise you what levels of membership the discount will be applied to; and
 - (b) purchase the same product i.e. adult, junior, concession or family products. Where you previously held a junior or concession membership and you are no longer eligible for that membership you will receive the 20% discount on an adult membership; and
 - (c) purchase a Team Membership for the same KFC Big Bash League team for the KFC Big Bash League 2017-18 Season within the timeframe advised by the team ahead of the 2017-18 Season.
32. Team Membership holders do not need to apply for the discount, the relevant KFC Big Bash League team will apply the discount automatically during the Team Membership renewal process.
33. For the avoidance of doubt, under no circumstances shall the 20% discount be available to supporters who purchase a team membership package which does not include entry into a Match (for example, team membership packages for merchandise only).

Definitions

All capitalised terms in this BBL 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;

Match means a KFC Big Bash League match;

Transaction/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 2016-17 Ticket and Entry Conditions;

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.



2016-17 TICKET AND ENTRY CONDITIONS

(Including conditions of Ticket purchase, entry to a Venue and attendance at a Match)

1. In these Conditions:

"Authorised Person" means any of Cricket Australia and the Venue owner or hirer and their respective management, staff, officials, representative, officers and volunteers.

"Conditions" means the terms and conditions set out in this document, the Venue Regulations and the Ticket Refund Policy which are incorporated into these terms and conditions by reference, together with any amendments or updates to those documents issued by or on behalf of Cricket Australia from time to time;

"Match" means a cricket match forming part of Cricket Australia's 2016-17 season;

"Ticket" means a ticket giving entry to a Match or part of a Match in accordance with the details specified on that ticket;

"Ticket Refund Policy" means the Cricket Australia National Refund Policy and KFC Big Bash League Refund Policy as applicable to the relevant Match, as amended or updated by Cricket Australia from time to time, copies of which are available on the Cricket Australia website at www.cricket.com.au.

"Venue" means the entire premises of a ground or stadium where a Match is scheduled to take place including all areas controlled by the Venue owner or hirer or Cricket Australia and all entrance and exit gates as well as all other official installations and areas;

"Venue Regulations" any terms of entry into the Venue prescribed by the Venue hirer or owner to the extent those terms of entry do not conflict with the conditions set out in this document.

Application of these Conditions

2. I agree that these Conditions are an enforceable contract between Cricket Australia and the person possessing, holding or using a Ticket, entering a Venue or attending a Match ("me" or "I"). In consideration of Cricket Australia providing me:

- a Ticket to a Match; and/or
- the right to attend a Match now or a future Match; and/or
- entry to a Venue,

I agree that I will fulfil and comply with, and cause each person under the age of 18 years of age (or otherwise incapable of giving consent) attending with me or for whom I purchase or provide a Ticket to be aware of, fulfil and comply with, these Conditions.

Venue Entry & Requirements

3. I agree that entry to a Venue to attend a Match requires the presentation of a valid Ticket for that Match that is complete and not defaced or damaged in any way for each person, regardless of age, and only allows the person holding that Ticket to attend the Match from the seat or area specified on the Ticket. If a Match is cancelled or curtailed for any reason (including due to adverse weather conditions), there is no obligation on Cricket Australia to reschedule that Match or, except as otherwise expressly provided in the Ticket Refund Policy, to offer any refund or other compensation.

4. I acknowledge that:

- (a) Cricket Australia reserves the right at its reasonable discretion, and with reasonable notice where practicable, to make alterations to the time, date or place of a Match and/or to substitute the seat or area indicated on a Ticket with another position. In the event of a material alteration, I may be entitled to a refund to be determined in accordance with the Ticket Refund Policy.
- (b) I am not guaranteed an uninterrupted and/or uninhibited view of a Match from the position provided, and no representation or warranty of any kind is given as to the content or duration of a Match.
- (c) Cricket Australia does not guarantee protection from the elements or weather from any seat (including any area(s) allocated for general admission) within the Venue and I acknowledge and accept that I am required to take appropriate care for my sun protection and hydration and for the sun protection and hydration of persons under my care.

5. I acknowledge that entry to the Venue is only permitted where I agree to be searched (including my bags, clothes or other possessions) on entry; and my continued presence in the Venue is only permitted for so long as I agree to be

searched (including my bags, clothes or other possessions) whenever requested by an Authorised Person. If I refuse to be searched by an Authorised Person or I am found to have in my possession any prohibited or restricted items described in these Conditions, I may be removed from the Venue at the discretion of Cricket Australia or any other Authorised Person and without any refund or compensation of any kind.

Ticket Refund Policy

6. These Conditions incorporate the Ticket Refund Policy. I acknowledge that I agree to comply with and be bound by the terms of the Ticket Refund Policy. I represent that I have viewed and accepted the terms of the Ticket Refund Policy and that I shall be deemed to have made any subsequent Ticket holder expressly aware of the Ticket Refund Policy and am responsible for ensuring that any subsequent Ticket holder complies with its terms.

Venue Regulations

7. These Conditions incorporate the Venue Regulations. In agreeing to these Conditions, I agree to comply with and be bound by the applicable Venue Regulations. If I fail to comply with the applicable Venue Regulations, I may be refused entry to or evicted from the Venue. In the case of any conflict or ambiguity between any term(s) of these Conditions and any term(s) of any of the Venue Regulations, these Conditions will prevail.

Restrictions on Transfers and Re-sale

8. I must not (i) re-sell or offer for re-sale at a premium any Ticket to a Match (including via on-line auction or classified sites) or (ii) use any Ticket to a Match for advertising, promotional or other commercial purposes (including competitions, trade promotions or travel or hospitality packages) or to enhance the demand for other goods or services, in each case without the prior written consent of Cricket Australia or (iii) re-sell any Ticket to a Match to any person who will, or is likely to, re-sell any Ticket at a premium (including via on-line auction or classified sites) or use any Ticket to a Match for advertising, promotional or other commercial purposes (including competitions, trade promotions or travel or hospitality packages) or to enhance the demand for other goods or services, in each case without the prior written consent of Cricket Australia. I am deemed to have made each subsequent Ticket holder expressly aware of the whole of these conditions and I am responsible for ensuring that any subsequent Ticket holder complies fully with these conditions. **SCALPING WARNING:** where a Ticket is offered for sale, sold, transferred, used or disposed of in breach of these Conditions or the terms of the Ticket (and any other Ticket for any Match at any Venue that was purchased by the person who has breached this condition), all the affected Tickets will be cancelled by Cricket Australia without notice and any Ticket holder seeking to use the Ticket may be refused admission to, or evicted from the Venue, by any Authorised Person without refund or compensation of any kind; and the person who has breached this condition must deliver up any and all Tickets in that person's possession at the request of an Authorised Person. In addition, the resale of Tickets in certain circumstances is governed by Ticket sales legislation and may attract criminal penalties.

Prohibited and Restricted Behaviour and Items

9. I acknowledge that I may not bring into or possess in the Venue:
 - (a) any article that is, or an Authorised Person considers or identifies as being, offensive, dangerous, hazardous and/or illegal or that may be used or that may be expected to be used as a weapon or a missile or that may compromise or otherwise interfere with the enjoyment, comfort or safety of (or pose a hazard to) any person or security at the Venue;
 - (b) alcohol, glass, cans, firearms, weapons, fireworks, animals (other than guide dogs);
 - (c) stadium horn (including without limitation, a vuvuzela or caxirola), loud hailer or similar device;
 - (d) any camera tripods, monopods, lenses with a total focal strength of greater than 200mm or commercial digital video equipment;
 - (e) any mobile phones or smart phones (including iPhones, Androids, etc.) or photographic, video or sound recording equipment (including lenses and digital video equipment) for any purpose other than private, non-commercial and non-promotional purposes.
10. I must not enter the playing field at the Venue at any time without prior written consent from Cricket Australia and if I enter the playing field without such consent I acknowledge that I will be prosecuted.
11. I acknowledge that a person who is considered by an Authorised Person to be affected by the consumption of alcohol or drugs in any way may, in any Authorised Person's sole discretion, be refused entry to, or evicted from, the Venue. If I am refused admission to, or evicted from, the Venue by any Authorised Person because I am considered to be affected by the consumption of alcohol or drugs in any way, I will not be entitled to any refund or compensation of any kind.
12. I must comply with the law. I must not conduct myself in a way that results in Cricket Australia or any Authorised Person breaching the law. I will at all times comply with all instructions from any Authorised Person and all police officers and security officers. If I fail to comply with any instructions from a Authorised Person, police officer or security officer, I may be refused admission to, or be evicted from the Venue, by any Authorised Person, police officer or security officer

- without refund or compensation of any kind. I acknowledge that the failure to comply with an instruction may breach legislation and I may be subject to criminal penalties.
13. I must not hold myself out or otherwise promote myself or any good or service as being associated with Cricket Australia without prior written consent from Cricket Australia.
14. I will not (i) wear or otherwise display commercial, political, religious or offensive signage or logos, or (ii) engage in ambush marketing, or (iii) sell or distribute any goods or services or any other matter or thing, or (iv) collect money or orders from other person at the Venue for goods or services, or (v) distribute political, religious, advertising or promotional material, in each case without the prior written consent of Cricket Australia. I acknowledge that the failure to comply with this condition may breach legislation and may attract criminal penalties.
15. I will 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 gender, race, religion, culture, colour, sexual orientation, descent or national or ethnic origin. If I fail to comply with this condition, I may be refused admission to, or evicted from, the Venue by any Authorised Person without refund or compensation of any kind; and I must deliver up any and all Tickets that I have in my possession at the request of an Authorised Person. In addition, I acknowledge 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.
16. I must not do any of the following in or around the Venue:
- (a) post, stick or place or attempt to post, stick or place any poster, placard, bill, banner, print, paper or any advertising material on any building structure, fence, tree or cordon without the prior written consent of Cricket Australia;
 - (b) misuse, deface, damage, remove from the Venue or tamper with or attempt to misuse, deface, damage, remove from the Venue or tamper with any building, seat, chair, toilet, sink, table structure, vehicle, craft, truck, pipe, tap, tap fitting, conduit, electrical equipment, wiring or sign or excavate or cause to be excavated any part of the area used for any of the Matches or other activities at the Venue;
 - (c) deposit litter, except in a receptacle provided for that purpose;
 - (d) throw or attempt to throw any stone, bottle, projectile or other object;
 - (e) disrupt, interrupt or behave in any manner that may disrupt or interrupt any of the Matches or other activities at the Venue, distract, hinder or interfere with a player, interfere with the comfort of other patrons on their enjoyment of any of the Matches or other activities at the Venue, including by the way of participation, in any manner, in a 'Mexican wave';
 - (f) disrupt, interrupt or behave in any manner that may disrupt or interrupt any accredited camera operator or other accredited broadcast personnel, accredited commentator or accredited media (including photographers on or off the field) or any other accredited official at the Venue;
 - (g) use indecent or obscene language or threatening or insulting words, or otherwise behave in a threatening, abusive, riotous, indecent or insulting manner;
 - (h) interfere with, obstruct or hinder Cricket Australia or its employees, agents or contractors in the exercise of their powers, functions or duties;
 - (i) conduct public surveys or opinion polls, solicit money, donations or subscriptions from members of the public, without the written consent of Cricket Australia;
 - (j) smoke in areas within the Venue nominated as non-smoking; and/or
 - (k) inflate, or cause to inflate, any balloon, beach ball, receptacle, device or structure without the prior written consent of Cricket Australia.
17. I acknowledge that, without prejudice to, and without limiting, any other rights which Cricket Australia or any other Authorised Person may have, that if I contravene any of the Conditions (in the reasonable opinion of Cricket Australia and/or an Authorised Person) I may:
- (a) be refused entry to the Venue by an Authorised Person without any refund or compensation of any kind;
 - (b) be ejected from the Venue by an Authorised Person without any refund or compensation of any kind;
 - (c) have my Ticket confiscated and/or cancelled and any other Tickets held for any other Matches cancelled without refund or compensation of any kind;
 - (d) have sanctions imposed against me, including but not limited to being banned, prohibited or disqualified from purchasing Tickets for, or entering into any Match or other function played, promoted or conducted (i) under the auspices of Cricket Australia (including, without limitation, any Test Match, One Day International Match,

Twenty20 International Match or domestic 4-day, one-day or 20-over match, anywhere in Australia); (ii) under the auspices of the International Cricket Council, any other member of the International Cricket Council; or (iii) at the Venue; and/or

(e) have legal action taken against me in connection with any contravention (including criminal prosecution).

18. I must not (i) use any electronic device (including any smart phone, mobile phone, tablet, laptop computer or other kind of communication device) to engage in any online betting activities in relation to the result, progress, conduct or any other aspect of a Match taking place at the Venue, including but not limited to ball-by-ball spread betting and/or the use of betting exchanges; or (ii) use any electronic device (including any smart phone, mobile phone, tablet, laptop computer or other kind of communication device) to communicate or transmit any form of commentary, data or other material in relation to a Match taking place at the Venue for any commercial purposes (including sports betting or gambling); or (iii) in any way, or seek to in any way, improperly influence by any means whatsoever the result, progress, conduct or any other aspect of any Match taking place at the Venue or offer to any third party any bribe or other reward to engage in such activities. If I am suspected by an Authorised Person of acting or assisting someone acting in breach of this condition I am deemed to have unconditionally accepted and agreed that I will fully cooperate with any enquiries made by Cricket Australia, the International Cricket Council, official cricket authorities and any relevant police and crime prevention authorities (including by providing my name and address, an explanation for my suspicious conduct, and being photographed and/or filmed by an Authorised Person), for the purposes of any criminal investigations or other legal proceedings and/or in connection with any investigation into a potential breach of this condition or domestic or international cricket anti-corruption rules.

Media and Recordings

19. I must not (i) make any video or sound recording or take any photograph for anything other than private, non-commercial and non-promotional purposes or (ii) sell, license, disseminate, reproduce or otherwise publish (including via Twitter, Instagram or Facebook or any other social media site), whether in whole or in part, any video or sound recordings or photographs taken or made inside the Venue (or permit such) without the prior written consent of Cricket Australia.
20. I must not broadcast or narrowcast by any means whatsoever (including, without limitation, by way of mobile phone or smart phone, modem or other wireless device) any images, sounds, data, results or commentary of, or concerning, any part of a Match or other activities at the Venue without the prior written consent of Cricket Australia.
21. I acknowledge that Cricket Australia is the sole owner of the copyright and any other intellectual property rights of any nature whatsoever in and to any recordings of sound made or images taken within a Venue, including future rights to such recordings or to any works derived from such recordings that is not a video or sound recording or photograph taken for only private, non-commercial and non-promotional purposes. I unconditionally and irrevocably assign to Cricket Australia all rights, including copyright and other intellectual property rights, in any recordings of sound made or images taken by me within a Venue that is not a video or sound recording or photograph taken for only private, non-commercial and non-promotional purposes.
22. I consent to (i) the recording of my image, likeness and/or voice by any means (including but not limited to video, audio and visual recordings by television cameras and photographers) (together "Images") and (ii) the use of the Images at the Venue, including display on vision screens throughout the Match and (iii) the commercial exploitation, throughout the world, of the Images by any means by Cricket Australia and its commercial partners (including without limitation the International Cricket Council and any official sponsor, official supplier, broadcaster or licensee), all without compensation of any kind.

Risks, Waiver & Indemnity

23. I have read and understood each of the Risks of Attendance described below. I also understand that attending the Venue and a Match has inherent and obvious risks in addition to those described in the Risk of Attendance. I accept all of the Risks of Attendance and all inherent and obvious risks from attending the Venue and a Match. I voluntarily assume all of the risks involved in attending the Venue and a Match, whether or not described in these Conditions.

The risks of attendance at a Match or Venue include (but are not limited to):

- Collision with a cricket 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 grand-stands, fences and guard rails);
- Being exposed to the sun, rain, wind or storm without any protection from the elements;
- Acts of violence and other harmful acts (whether intentional or inadvertent) committed by persons attending the Venue or a Match; and

- Being exposed to bright and flashing lights, fireworks and loud noises.

By attending at a Match or Venue you are at risk of suffering (among other things):

- Broken bones or joint or limb injury;
 - Blackout or fainting;
 - Burns, sunburns, cuts and abrasions; and
 - Damage to your clothes and personal equipment.
24. I acknowledge that attending the Venue and a Match may cause me personal injury, death or property damage as a result of which I may suffer loss of income (salary, wages, etc), financial loss or other forms of economic loss. I agree that I am solely responsible for any of these losses without being able to make or seek any recovery from Cricket Australia or any other Authorised Person. I release and indemnify Cricket Australia and the other Authorised Persons for any loss of income (salary, wages, etc), financial loss or other forms of economic loss that I may suffer or incur.
25. I am responsible for any damage I cause to anybody else, and any damage I cause to my property or to someone else's property. I indemnify Cricket Australia and the other Authorised Persons in respect of any liability or claim made against Cricket Australia or the other Authorised Persons as a consequence of, in relation to, or in any way arising out of my conduct or attendance at the Venue or the Match.
26. Cricket Australia and the other Authorised Persons acknowledge that each indemnity and exclusion of liability in this document is subject to any law which forbids that indemnity or exclusion of liability including the Australian Consumer Law (which is part of the Competition and Consumer Act 2010 (Commonwealth)) and the Fair Trading Act (or similar legislation) of each State or Territory of Australia. Cricket Australia and the other Authorised Persons acknowledge that each indemnity and liability in this document is amended to the extent that any right under the Australian Consumer Law and the Fair Trading Act (or similar legislation) of each State or Territory of Australia cannot be excluded.
27. I acknowledge that where there is a breach of the Australian Consumer Law or the Fair Trading Act (or similar legislation) of each State or Territory of Australia by Cricket Australia or the other Authorised Persons in respect of which the exclusions or indemnities in this document are prohibited from applying, to the extent that it is reasonable, my rights to refund or any other compensation are limited to (i) refund of the purchase price of the Tickets held by me that were or are affected by the breach; and or (ii) the provision of equivalent goods and services as those that were to be provided to me for the Tickets held by me that were or are affected by the breach.

Miscellaneous

28. I assign, vest and transfer to Cricket Australia any fee, remuneration, commercial advantage or any other financial benefit whatsoever received from, or agreed to be received from, or permitted by, any person that is related to, or as a result of, my breach of any of the Conditions.
29. I acknowledge that Cricket Australia reserves the right to make amendments to the conditions in this document from time to time at Cricket Australia's sole discretion and without notice. A full copy of the these ticket terms and conditions (as amended, if appropriate) are available on Cricket Australia's website www.cricket.com.au and from Cricket Australia on request.
30. I acknowledge that the conditions in this document and any dispute or claim arising out of or in connection with the conditions will be governed by and interpreted in accordance with the law of Victoria, Australia. Any dispute arising from or in connection with the conditions in this document or my attendance at a Match or the Venue will be submitted to the non-exclusive jurisdiction of the courts of Victoria, Australia.
31. I acknowledge that Cricket Australia may use any personal information received by Cricket Australia from a Ticket agent (including but not limited to Ticketek and Ticketmaster) in accordance with the Cricket Australia Privacy Policy and the relevant Ticket agent's privacy policy, which can be viewed on the Cricket Australia website www.cricket.com.au and the relevant Ticket agent's website. The Cricket Australia Privacy Policy details how Cricket Australia uses and discloses personal information, how a Ticket holder can access and/or correct their personal information and how a Ticket holder can make a complaint about Cricket Australia's use or disclosure of personal information.

By order of Cricket Australia



2016-17
ICC AND CRICKET AUSTRALIA'S POLICY STATEMENT ON
INAPPROPRIATE CONDUCT

You must 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 gender, race, religion, culture, colour, sexual orientation, descent or national or ethnic origin.

If you fail to comply with this condition, you may be refused admission to, or evicted from the Venue without refund or compensation of any kind; and you must deliver up any and all tickets that you have in your possession.

In addition, you acknowledge 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.