

# 2019 GWS GIANTS FOOTBALL CLUB TICKETING TERMS AND CONDITIONS

## 2019 GWS GIANTS FOOTBALL TERMS AND CONDITIONS

All 2019 GWS GIANTS Football Club memberships are subject to the following terms and conditions.

### 1. General:

The following Terms of Admission apply to all tickets issued by or on behalf of GWS GIANTS Football Club or an AFL Club for the Toyota AFL Premiership Season and the admission of all persons to a Competition venue. By attending the venue, all persons agree to be bound by and comply with these terms of admission.

### 2. Seating Classifications:

#### a) Reserved Seating

By purchasing a reserved seat, the customer will be eligible to sit in their reserved seat that is displayed on the ticket. For whatever reason, the GIANTS Football Club, The Venue, or the Australian Football League reserve the right to vary, alter, or cancel reserved seating tickets within reason. Where ever possible an alternative seat will be arranged based on availability.

#### b) General Admission

Tickets purchased under the General Admission Classification will not guarantee entry into the venue and is always subject to capacity. The GIANTS Football Club, the venue or the Australian Football League hold the right to deny entry based on but not limited to capacity, availability, or safety. General Admission access will be based on a first come, first served basis.

### 3. Spectator Behaviour:

All persons agree to comply with the 'AFL Spectator Code of Behaviour', a copy of which is available at [www.afl.com.au/policies](http://www.afl.com.au/policies)

#### **4. Ticket:**

All persons must not, without Australian Football League express written consent:

- a) offer for sale, resell or transfer (or attempt to offer for sale, resell or transfer), the ticket at a premium;
- b) use the ticket for advertising, promotional or other commercial purposes (including competitions and trade promotions, to enhance the demand for other goods or services, in the course of any business or to facilitate a third party's business); or
- c) package the ticket with other goods and services.

**5.** Tickets must be carried at all times and produced upon request. Admission to a Venue will only be authorised upon presentation of a valid, undamaged, unforged and whole ticket or appropriate accreditation.

#### **6. Ticket refunds, exchanges and replacements**

- a) GWS GIANTS Football Club will only offer a refund or exchange of a ticket if an event is cancelled, rescheduled or significantly relocated by the Seller, or to the extent otherwise required by law (including the Australian Consumer Law). You must apply for a refund within a reasonable time. GWS GIANTS Football Club does not offer refunds or exchanges because of a change in your personal circumstances.
- b) If an event is cancelled, rescheduled or significantly relocated by the Seller, all liability is limited to the amount for which the ticket was purchased (including any fees or charges). Proof of purchase may be required for any refund or exchange. Unless required by law (including the Australian Consumer Law), GWS GIANTS Football Club will not be liable for any other losses incurred by you as a result of the cancellation, rescheduling or relocation of an event, including any travel and accommodation expenses.
- c) GWS GIANTS Football Club will only replace lost, stolen, damaged or destroyed tickets if the authenticity of the ticket can be verified, including proof of purchase, and if you give reasonable notice before the event. The Ticket Agent may charge a reasonable fee for the replacement of tickets. The Ticket Agent may not replace tickets where seating is unallocated (general admission tickets).

**7. Variations to the Event:**

The GWS GIANTS Football Club reserves the right to add, withdraw, reschedule or substitute events or vary advertised programs, prices, venues, seating arrangements (including ticket categories) and audience capacity.

**8. Limitations on number of tickets purchased:**

When purchasing tickets for a particular event you may be limited to a specified number of tickets. If you exceed the stated ticket limit, you may have any or all of your orders and tickets cancelled without notice by GWS GIANTS Football Club at its discretion. This includes orders associated with the same name, e-mail address, billing address, credit card number or other information. Ticket limits apply to ensure fair access to tickets for fans, and as a measure to minimise ticket scalping.

**9. Security Screening:** All persons and their possessions may be subject to searches before entering, or at any time within, the Venue and may be subject to search upon exit. All persons who refuse to participate may be denied entry or asked to leave the Venue.

**10. All persons agree that they will not:**

- a) breach any term of these Terms of Admission;
- b) jeopardise the safety or security of any person at a Venue or match or the integrity of a match;
- c) be intoxicated, disorderly or under the influence of drugs;
- d) attempt to bring in to the Venue, or be in possession of, Prohibited or Restricted Items;
- e) engage, or attempt to engage, in a Prohibited or Restricted Activity;
- f) fail to comply with lawful directions by AFL participating AFL Clubs, Venue management, police, or contracted security personnel;
- g) enter or attempt to enter the Venue if that person:
  - i. has previously been issued with a Banning Notice by a Court, Venue, AFL Club or that still applies; or
  - ii. is not authorised to be in the Venue e.g. without a valid entry ticket or accreditation; or
  - iii. commit, or attempt to commit, a criminal offence in or about the Venue.

## **11. Prohibited/Restricted Items:**

The following is a non-exhaustive list of items that are prohibited by law and are not permitted to enter the Venue:

- (a) illegal substances including controlled, dangerous or illicit drugs; and
- (b) flares, fireworks, weapons, explosives and smoke bombs.

The following items are considered restricted and are not permitted to enter the Venue:

- (a) alcoholic beverages;
- (b) glass bottles, cans and breakable containers;
- (c) missiles of any description;
- (d) recreational equipment such as skateboards, rollerblades and bicycles;
- (e) animals and pets (other than Assistance Dogs);
- (f) laser pointers;
- (g) non-accredited photographic equipment and recording devices for commercial purposes (including audio and audio-video equipment or devices);
- (h) confetti or shredded paper;
- (i) Flags and/banners of any size or oversize banners measuring greater than 1m x 1m (unless pre-approved by the GWS GIANTS Football Club)
- (j) Flag poles composed of materials other than plastic or wood or greater than 1.5 metres in length;
- (k) Eskies, coolers and iceboxes too large to be stored under a seat;
- (l) Any item determined by GWS GIANTS Football Club, participating AFL Clubs or Venue management that may interfere with the security of a Venue or match or cause injury, public nuisance or which is deemed dangerous or hazardous to fellow spectators;
- (m) national or political flags or emblems or any other signs, banners, or materials (including clothing) displaying offensive or inappropriate content or unauthorised commercial or promotional content, (whether written in English or a foreign language);

**Prohibited/restricted items may be removed, confiscated or destroyed without compensation or any obligation to return the items to the person.**

## **12. Responsible Consumption of Alcohol:**

All persons entering the Venue are advised that:

- (a) they are entering a licensed premises;
- (b) persons identified as being intoxicated will not be permitted to enter;
- (c) persons found in possession of liquor will not be permitted to enter;
- (d) persons identified as being intoxicated will be removed from the premises;
- (e) it is an offence for minors to purchase and consume liquor;
- (f) it is an offence to purchase liquor for (or supply liquor to) minors;
- (g) persons supplying liquor to minors will be reported to the police; and
- (h) penalties and fines may apply under the relevant State's Liquor legislation.

## **13. Pass-Outs:**

Pass-outs may be issued at the discretion of the Venue. Should pass-outs be granted, all persons wishing to re-enter the Venue must present both the pass-out and a valid ticket to regain entry. Persons will be subject to searches upon Venue re-entry.

## **14. Photographs and Broadcasts:**

Any photographs or recordings of video, audio or audio-video material taken within the Venue may be used only for private, personal, non-commercial and non-promotional purposes. Making, distributing or otherwise disseminating any sounds, image, results, broadcasts, commentary, news reports or statistics by any means or device (including mobile phone or tablet) or assisting any person in these activities, is prohibited unless authorised or solely for private, personal, non-commercial and non-promotional purposes.

## **15. Image Release:**

All persons consent to the recording (by any means at or about the Venue) and perpetual use of their voice, image or likeness in any form or medium, including as part of any broadcast or recording of a match and for any other commercial purposes (including in advertising and promotional materials) without compensation. GWS GIANTS Football Club is the sole legal and beneficial owner of copyright and other intellectual property rights (including future rights) subsisting in any photographs or recordings of video, audio or audio-video material taken within a Venue. All persons

consent, on an irrevocable worldwide and perpetual basis, to GWS GIANTS Football Club using by any means, in any format, any such photographs, recordings or other works made in breach of these Terms of Admission.

#### **17. Liability:**

Attending a football match and associated activities and moving around a Venue can be dangerous and may result in personal injury. All persons do so at their own risk. All persons also bring personal items into the Venue at their own risk and acknowledge there is no storage at a Venue. To the maximum extent permitted by law, GWS GIANTS Football Club and Venue management, will not be liable for any damage, loss or harm (including property damage, personal injury, economic, consequential or indirect loss or special damages) howsoever arising in connection with a match or the Venue and each Patron agrees not to bring, and releases GWS GIANTS Football Club and Venue management from any complaint, claim or proceeding in relation to the above. Each Patron indemnifies and holds GWS GIANTS Football Club, AFL Clubs and Venue management harmless from and against any loss, damage or liability (including enforcement costs) howsoever suffered or incurred by any of them in connection with a breach by the person of these Terms of Admission.

#### **18. Breach of Terms of Admission:**

If a person breaches these Terms of Admission they may (without compensation or refund) be:

- (a) denied access to, or evicted from a Venue, have their ticket (and any future tickets) cancelled and be required to deliver up any ticket in their possession;
- (b) banned from attending future matches by a Court, Venue, AFL or GWS GIANTS Football Club; and
- (c) asked for identification by GWS GIANTS Football Club (including their authorised contractors, agents or employees), participating AFL Clubs, police, Venue management or contracted security personnel, in addition to all legal remedies available to GWS GIANTS , AFL Clubs and Venue Management and, if applicable, may also result in the revocation of membership privileges.

## **19. Privacy and Privacy Consent:**

Information collected from a person who breaches the Terms of Admission may be shared between AFL, GWS GIANTS Football Club, participating AFL Clubs within the Toyota AFL Premiership 2019 Season as well as Venue management, contract security personnel and police. This information may be used to prosecute or support the implementation of a ban on the person, or for other law enforcement purposes, and all persons consent to such use. All personal information collected by GWS GIANTS Football Club will be handled in accordance with AFL Privacy Policy, which is available at <https://www.afl.com.au/privacy>

## **20. Further Information**

If you require further information in relation to these terms and conditions, please visit <http://membership.gwsgiants.com.au/> & <https://www.afl.com.au/tickets/conditions-of-entry> or call the Club's Membership & Ticketing Services Centre on 1300 GIANTS (1300 442 687).