

RUGBY AU HOSPITALITY TERMS AND CONDITIONS

Upon payment of part or all of the tax invoice (**Invoice**) sent to the company named on the tax invoice (**Client**) by Rugby Australia Ltd ABN 36 002 898 544 (**Rugby AU**) or its Agent (as defined below), these terms (including any incorporated terms), form a legally binding contract (**Agreement**) between the Client and Rugby AU. This Agreement sets out the terms on which the Client will acquire, and Rugby AU or its Agent will supply, the Rugby Hospitality Package in relation to rugby match/es and/or event/s conducted under the auspices of Rugby AU (each an **Event**).

1. **Agent** means Rugby AU's hospitality program partner, Sport & Entertainment Limited ACN 078727 938 (**SEL**), and its relevant subagents as authorised by SEL or Rugby AU.
2. **Client** means the person, company or entity that has requested, whether directly or through a representative, a Rugby Hospitality Package.
3. **Rugby AU** means Rugby Australia Ltd ABN 36 002 898 544.
4. **Rugby Hospitality Package** means the hospitality package supplied by Rugby AU (or its Agent on behalf of Rugby AU) to the Client to the Event specified in the Invoice.
5. Rugby AU (or its Agent on its behalf) may accept or reject any booking for a Rugby Hospitality Package in its absolute discretion. Rugby AU's acceptance of such a booking may only be deemed if Rugby AU (or its Agent) explicitly confirms acceptance in writing or issues the Client an Invoice relevant to the booking. Once the booking is accepted, the Client may not cancel the booking or terminate this Agreement (subject to paragraph 9 below).
6. The Client must pay Rugby AU or the Agent the Rugby Hospitality Package price in full to ensure receipt of tickets to the Event.
 - a. Subject to paragraph 6(b) below, for **Lions Test matches and Lions Non-Test matches** the Client must pay:
 - i. a minimum 50% deposit at time of booking / or within 24 hours (**First Instalment**); and
 - ii. the balance of the invoice no later than 12 weeks before the Event.
 - b. For payments where a Rugby Hospitality Package is purchased within 12 weeks or less of an Event, the Client must make payment in full.
 - c. For payments made via Rugby AU's website, the Client must make payment in full.
 - d. Cheques will only be accepted where cleared funds are received by Rugby AU or the Agent at least 10 days prior to the Event.
7. Rugby AU or the Agent (as relevant) reserves the right to cancel any booking that has not been paid in accordance with paragraph 6 above and, without further notice, allocate the booking to a third party.
8. The Client must:
 - a. confirm all details of its requirements at least 30 days before each Event (or upon booking where a Rugby Hospitality Package is purchased less than 30 days before an Event) including total guest numbers and dietary requirements;
 - b. not erect, fix or display any goods, materials, advertisements or promotional material in, on or around the Event venue, without the prior written consent of Rugby AU or the Agent;
 - c. comply with all reasonable directions given by Rugby AU or the Agent from time to time (and the obligations referred to in Rugby AU's privacy policy referred to in paragraph 14 below); and
 - d. comply with all ticket conditions specified on tickets issued as part of the Rugby Hospitality Package.
9. If the purchase of the Rugby Hospitality Package is cancelled by the Client, or cancelled by Rugby AU or the Agent in accordance with paragraph 7, the following cancellation charges apply:
 - a. where cancellation is made more than 12 weeks (84 days) before the Event, Rugby AU or the Agent will retain 50% of the Rugby Hospitality Package price (i.e. the First Instalment), and to the extent any such amount has not been paid by the Client, any such unpaid amount will be a debt immediately due and payable by the Client to Rugby AU or the Agent; or
 - b. where cancellation is made 12 weeks (84 days) or less before the Event, Rugby AU or the Agent will retain the full amount of the Rugby Hospitality Package price, and to the extent any such amount has not been paid by the Client, any such unpaid will be a debt immediately due and payable by the Client to Rugby AU or the Agent.

Cancellation or alterations of bookings will be accepted or rejected at the sole discretion of Rugby AU or the Agent. If the Client wishes to alter or cancel the booking, it must request any such alteration or cancellation in writing to Rugby AU or the Agent.
10. Following receipt of full payment for the Rugby Hospitality Package, Rugby AU or the Agent will distribute hospitality passes and event information to the Client approximately 14 days before each Event. Rugby AU or the Agent may choose to distribute Tickets at the hospitality event immediately prior to the Event.
11. It is an essential condition of this Agreement and of the right of admission to the Event conferred on the holder of a Ticket that the Client and each subsequent holder of the Ticket agrees with Rugby AU and the Agent that it will comply with the Rugby Australia Ticket & Entry Terms and Conditions as set out in Schedule A.
12. Except for those required or implied by legislation, Rugby AU or the Agent gives no express warranty in relation to products and services supplied to the Client, and the Client acknowledges that it has not relied on any representation or warranty made by or on behalf of Rugby AU or the Agent. Certain legislation (including the *Competition and Consumer Act 2010* (Cth)) may imply conditions and warranties into these terms and conditions. To the extent that such conditions and warranties may lawfully be excluded, all such conditions and warranties are expressly excluded. The liability of Rugby AU or the Agent under or arising out of the supply of goods and services for breach of any term, condition or warranty implied in or imposed upon the supply of goods and/or services by legislation, shall be limited, at the option of Rugby AU or the Agent to:
 - a. If the breach or liability relates to goods:
 - i. the replacement of the goods or the supply of equivalent goods; or
 - ii. the payment of the cost of replacing the goods or of acquiring equivalent goods;
 - b. if the breach or liability relates to services:
 - i. the supplying of the services again; or
 - ii. the payment of the cost of having the services supplied again.

Except as expressly provided above, Rugby AU and the Agent shall not be under any liability to the Client in respect of any loss or damage (including consequential or indirect loss or damage or loss of profits) however caused, which may be suffered or incurred or which may arise directly or indirectly in respect of the Rugby Hospitality Package, any services supplied by Rugby AU or the Agent or the failure of Rugby AU or the Agent to comply with these terms and conditions.
13. Rugby AU and the Agent exclude all liability to the Client in tort (including negligence) or bailment for acts or omissions of Rugby AU, the Agent, and their employees and contractors arising out of or in relation to the Rugby Hospitality Package, any delay or other failure in supplying goods or services for this Agreement.
14. If the Client fails to comply with the terms and conditions of this Agreement, Rugby AU or the Agent may, without limiting any of its other rights, cancel the Client's booking and/or deny associated Ticket holders' admission to the Event(s).

15. Personal information collected by Rugby AU or the Agent in connection with the purchase of the Rugby Hospitality Package by the Client will be stored and used in accordance with the *Privacy Act 1988* (Cth) (**Privacy Act**) and Rugby AU's Privacy Policy, available at: <https://australia.rugby/privacy>. The Client must provide all notifications and obtain all consents required by the Privacy Act to enable Rugby AU to collect and otherwise handle information about individuals lawfully, as required for Rugby AU or the Agent's business (including marketing), and without taking any further steps. This may require the Client to inform those third parties of the matters set out in Rugby AU's Privacy Policy or of other matters advised by Rugby AU or the Agent to the Client from time to time.
16. The Client acknowledges and agrees the Event and Rugby Hospitality Package may be subject to changes because of circumstances outside of the reasonable control of Rugby AU or the Agent. The parties will act in good faith in endeavouring to overcome any such changes by mutual agreement, (which may include agreeing to reasonable adjustments), so the Rugby Hospitality Package may be delivered as close as reasonably possible to originally intended. Notwithstanding the foregoing, Rugby AU or the Agent may cancel part or all of the Rugby Hospitality Package if provision of it is impossible or impracticable due to an event(s) out of Rugby AU or the Agent's reasonable control (including epidemic, pandemic or government law, regulation, rule or order). In such case, Rugby AU or the Agent will refund amounts paid to it by the Client corresponding with such cancelled part of the Rugby Hospitality Package.

SCHEDULE A

Rugby Australia Ticket & Entry Terms and Conditions

1. General

The following Rugby Australia (**Rugby AU**) Ticket & Entry Terms and Conditions apply to all ticket holders, their guests and accredited persons who have purchased or received tickets to or are attending events hosted, controlled, organised, staged or promoted by Rugby AU (**Events**). By purchasing tickets or attending an Event all persons agree to be bound by these Ticket & Entry Terms and Conditions and will ensure that anyone they have purchased tickets for has read, agreed to and will comply with these Ticket & Entry Terms and Conditions. These Ticket & Entry Terms and Conditions should be read in conjunction with any relevant event venue conditions of entry and any other terms and conditions which may apply to purchases of tickets to and attendance at Events.

2. Tickets

- a) Valid tickets are required for all Events and tickets must be carried at all times and produced upon request.
- b) Persons must occupy the seat specified on their ticket.
- c) Persons must not:
 - i. use the ticket for advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services; or
 - ii. package the ticket with other goods and services.
- d) **Transfers and Re-Sale:**
 - i. Tickets should only be resold or transferred through Rugby AU or its ticketing agents' nominated ticket resale platforms. The use of any ticket resale service or platform is, at all times, subject to any applicable terms and conditions of use, including with respect to ticket resale value. Nothing in these Ticket & Entry Terms and Conditions limits or restricts the application of such applicable terms and conditions of use.
 - ii. Tickets must not be resold or transferred, or attempted to be resold or transferred, for more than 10% above the purchase price, and at all times must only be resold or transferred in accordance with relevant State and/or Federal law.
 - iii. Any tickets transferred or resold in breach of relevant State and/or Federal law may be cancelled by Rugby AU.
- e) **Refund/Exchange:**
 - i. Tickets will not be refunded or exchanged except in accordance with the "Code of Practice for the Ticketing of Live Entertainment in Australia" (the **Code**), available at www.liveperformance.com.au.
 - ii. Except as provided by the Code, to the extent permitted by law, Rugby AU is not liable to any person for any loss (including consequential loss) arising out of, or in connection with, the cancellation or rescheduling of the Event.
- f) **Ticket Limits** - To ensure fair access to tickets, a limit may be placed on the number of tickets that can be purchased by any one customer. The limit for each Event will be determined at Rugby AU's discretion and notified to customers at the time of purchase.
 - i. Rugby AU may, having first advised customers of the applicable ticket limit, void any or all tickets purchased in excess of the ticket limit.
 - ii. Unique ticket limits may apply to specific stakeholder groups at the discretion of Rugby AU.
- g) Rugby AU reserves the right to make alterations to the time, date, participating teams and venue of any Match, or the seating capacity, 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, Rugby AU 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 Rugby AU must be liable under applicable laws such as the Australian Consumer Law).

- h) Customers who purchase tickets with a restricted or impaired view notification (notification will be provided at the time of purchase) will not be entitled to a relocation or a refund due to the restricted or impaired view.
- i) Customers purchasing child, junior and/or concession ticket may be requested to provide proof of eligibility at the time of purchase or upon entry into the Event venue (**Match Venue**).

3. Entry Requirements

- a) **Security Screening:** All persons and their possessions may be subject to searches before entering the Match Venue and may be subject to search upon exit. Refusing a search of your person or possessions may result in refusal of entry or you may be asked to leave the Match Venue.
- b) **Possession of illegal, Prohibited or Restricted Items:** Any person having entered the Match Venue and found to be in possession of an illegal, Prohibited or Restricted Item, shall have such item confiscated and may be evicted from the Match Venue and/or prosecuted by Police.
- c) **Refusing Entry/Eviction:** All persons acknowledge and agree that Rugby AU, Match Venue management, police and contracted security personnel may refuse entry or evict any person who they reasonably believe may have engaged in, or be likely to engage in conduct including, but not limited to:
 - i. breach(es) of these Ticket & Entry Terms and Conditions;
 - ii. conduct that jeopardises the safety or security at the Match Venue or event;
 - iii. intoxication or disorderly behaviour associated with alcohol or illicit substances;
 - iv. bringing in or attempting to bring in, or possession of illegal, Prohibited or Restricted Items (as referenced in clauses 3(d) and 3(e) below);
 - v. illegal, Prohibited or Restricted Activity (as referenced in clause 3(f) below);
 - vi. failing to comply with lawful directions by Rugby AU, Police, or Match Venue/ Security staff;
 - vii. failure to comply with a current Rugby AU Banning Notice or Court Order prohibiting entry to the Event / Match Venue; or
 - viii. unauthorised entry into the Match Venue or any part of the Match Venue e.g. without a valid entry ticket or accreditation.
- d) **Prohibited Items:** The following is a non-exhaustive list of items that are prohibited by law and are not permitted to enter the Match Venue:
 - i. illegal substances including controlled, dangerous or illicit substances;
 - ii. flares, fireworks, weapons, explosives and smoke bombs; and
 - iii. imitation, fake or toy weapons of any kind.
- e) **Restricted Items:** The following items are considered restricted and are not permitted to enter the Match Venue:
 - i. alcoholic beverages;
 - ii. glass bottles, cans and breakable containers;
 - iii. projectiles of any description;
 - iv. recreational equipment such as skateboards, rollerblades and bicycles;
 - v. animals and pets (other than Assistance Dogs);
 - vi. laser pointers;
 - vii. computers and/or electronic equipment to aid a person/s to conduct live betting;
 - viii. non-accredited photographic equipment and recording devices for commercial purposes including audio and video equipment;
 - ix. confetti or shredded paper;

- x. flag poles composed of materials other than plastic or wood or greater than 1.5 metres in length;
- xi. signs, banners, flags and clothing displaying offensive, political, national, racial or unauthorised commercial material;
- xii. eskies, coolers and iceboxes too large to be stored under a seat; and
- xiii. any item determined by Rugby AU that may cause injury, public nuisance or which is deemed dangerous to fellow spectators or Event participants or staff.

f) **Restricted/Prohibited Activities:** The following is a non-exhaustive list of activities that are restricted or prohibited within the Match Venue and participation in such activities may result in eviction:

- i. use of computers and/or electronic equipment to aid a person/s to conduct “live” betting;
- ii. conducting “live” betting or assisting in the conduct of “live” betting;
- iii. smoking (other than in a designated area);
- iv. umbrellas are permitted into the Match Venue (subject to the Match Venue’s conditions of entry) but, for the comfort of others, must not be raised in the seating or concourse areas;
- v. for safety reasons, strollers and prams may not be permitted in the seating bowl
- vi. displaying commercial or offensive signage;
- vii. throwing objects of any description;
- viii. striking or igniting flares, fireworks, explosives and or smoke bombs;
- ix. offensive or racist chanting or language;
- x. concealing identity with a scarf, balaclava, mask or other item unless for a religious, medical or other justifiable reason;
- xi. storage of equipment or standing/sitting in aisles or walkways; and
- xii. unauthorised soliciting and customer surveying.

g) **Entering the Field of Play:** Unauthorised persons are prohibited from entering the field of play. Prosecutions may be pursued for unauthorised access to either the Match Venue or field of play.

h) Persons are responsible for their own conduct whilst in the Match Venue and must pay for the cost of repair of any damage caused to the Match Venue or any property in the Match Venue or its surrounds as a result of their conduct.

4. **Responsible Consumption of Alcohol**

All persons entering the Match Venue are advised that:

- a) they are entering a licensed premise;
- 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 or Territory’s liquor or other applicable legislation.

5. **Surveillance**

For the safety and security of Persons and staff, closed circuit television (CCTV) cameras may be operating in and around the Match Venue. All persons entering the Match Venue consent to having their image recorded. In the event of an incident, any footage obtained may be provided to Police and the Match Venue operator and used to prosecute or support the implementation of a ban on a person, or for other law enforcement purposes.

6. Liability

Viewing of and attendance at Rugby AU Events and associated activities can be dangerous and may result in injury. Persons attending Rugby AU Events do so at their own risk. Persons bring personal items into the Match Venue at their own risk and assume all risk of any damage or loss (including property damage, personal injury, economic and consequential loss) however it may arise at the Match Venue. Rugby AU and the Match Venue will not be held responsible for any damage to, loss or theft of a person's personal property.

7. Pass-Outs

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

8. Photographs and Broadcasts

Photographs taken within the Match Venue may be used only for private non-commercial purposes. Making or distributing of broadcasts, commentary, news reports or statistics (by any means including by mobile phone or other wireless device) of or relating to the Event is prohibited.

9. Image Release

Persons attending Events do so understanding and accepting they will likely be captured, photographed or recorded with still photography, film and audio recordings and they grant Rugby AU the non-exclusive, worldwide, royalty free right to use their image and likeness in perpetuity in any form or medium, as part of any broadcast or recording of the Event match and for any other commercial purposes (including in advertising and promotional materials). Parents and guardians consent to the granting of such rights and license to Rugby AU on behalf of their children and/or dependents attending the Event.

10. Breach of Ticket & Entry Terms and Conditions

If Persons breach these Ticket & Entry Terms and Conditions they may be:

- a) denied access to, or evicted from, the Match Venue, have their ticket (and any future Event tickets) cancelled and be required to deliver up any ticket in their possession;
- b) banned from attending future Events by a Court, the Match Venue Management, or at the discretion of Rugby AU;
- c) asked for identification by Rugby AU (including its authorised contractors, agents or employees), Police, Match Venue Management or Contract Security staff.

Information collected from or on Persons who breach the Ticket & Entry Terms and Conditions may be shared between Match Venue Management, Contract Security staff, Police, Rugby AU Member Unions, World Rugby, SANZAAR and or Licensed Premises local to the Match Venue. This information may be used to prosecute or support the implementation of a ban on the person, or for other law enforcement purposes, and Persons consent to such use.

11. Privacy Waiver

Persons grant consent for their name, address, date of birth and photograph to be provided to the relevant State, Territory or Federal Police, Match Venue Owner Operator or Contract Security staff, Member Unions, World Rugby and SANZAAR in the event that they are evicted from or arrested within the Match Venue and for State, Territory or Federal Police to disclose to Rugby AU the nature and result of any action or criminal proceeding initiated by Police or other competent authorities as a consequence of their eviction from or arrest within the Match Venue.

12. Privacy Notification

All persons entering the Match Venue are advised, in accordance with applicable Privacy legislation, that the relevant State, Territory or Federal Police and Match Venue Owner Operators may provide Rugby AU with the name, address, date of birth and photograph of any person detained or arrested by Police at the Match Venue, or evicted from the Match Venue and the nature of any action or criminal proceeding initiated by the relevant party as a consequence so that Rugby AU can consider, and if deemed necessary, implement a ban on the person from attending future Rugby AU Events at nominated Match Venues.

13. British & Irish Lions Series 2025 – Regional Restrictions

- a) For the British & Irish Lions Series 2025 in Australia only, Rugby AU and the British & Irish Lions may appoint Authorised Ticket Agents, and Authorised Ticket Resellers.
- b) Unless otherwise authorised in writing by Rugby AU or the British & Irish Lions, as applicable, in each of the two regions set out below, tickets may only be purchased from the nominated Authorised Ticket Agents or Authorised Ticket Resellers, as the case may be, for that region, being:
 - i. **Region 1:** the European Economic Area (including Switzerland) and the United Kingdom; and
 - ii. **Region 2:** Australia, New Zealand, Japan, Fiji, Tonga, Samoa and neighbouring South Pacific countries; and
 - iii. **Region 3:** Rest of the World (**ROW**) being all other regions not considered by Region 1 and Region 2 as defined above.
- c) The Authorised Ticket Agents are, in the case of:
 - i. **Region 1:** Lions Rugby Travel (<https://official.lionstour.com/>); and
 - ii. **Region 2:** Ticketek, Ticketmaster, Wallabies Travel and SEL as applicable; and
 - iii. **Region 3:** Ticketek, Ticketmaster, Lions Rugby Travel, Wallabies Travel and SEL as applicable.
- d) Where Rugby AU and/or the British & Irish Lions becomes aware that a ticketholder has purchased a ticket other than from an Authorised Ticket Agent or Authorised Ticket Reseller for the region in which they are located at purchase, Rugby AU and/or the British & Irish Lions may, in accordance with these Terms and Conditions and to the extent permitted by law deem the purchase of such tickets as being invalid and take any necessary further action.
- e) Rugby AU and/or the British & Irish Lions may appoint or remove Authorised Ticket Agents and/or Authorised Ticket Resellers in its sole and absolute discretion, and a list of these Authorised Ticket Agents and Authorised Ticket Resellers will be published as required.
- f) Rugby AU and the British & Irish Lions (as applicable) reserve all rights related to and arising from these Ticket & Entry Terms and Conditions, in particular this section 13.

ADDENDUM A) OFFICIAL LIONS LUNCH TICKET TERMS AND CONDITIONS

Last Updated [28 November 2024]

1. Interpretation and introduction

- 1.1 The following terms and conditions (**Terms and Conditions**) apply to Official Lions Lunch Tickets and may be updated from time to time by Rugby AU (or the Agent acting on its behalf). The date these Terms and Conditions were last updated will be set out above.
- 1.2 In these Terms and Conditions, defined terms have the meaning given to them throughout the Terms and Conditions and/or as follows:
 - (a) **Australian Consumer Law** means the Australian Consumer Law being Schedule 2 to the *Competition and Consumer Act 2010* (Cth).
 - (b) **Agent** means Rugby AU's hospitality program partner SEL and its relevant sub-agents as authorised by Rugby AU from time to time.
 - (c) **Event** means the specific event corresponding to the Official Lions Lunch Ticket, which may be one of the following:
 - (i) the official Lions lunch held at The Star in Brisbane on Thursday, 17 July 2025;
 - (ii) the official Lions lunch held at the Crown Palladium in Melbourne on Thursday, 24 July 2025; or
 - (iii) the official Lions lunch held at Sydney Town Hall in Sydney on Thursday, 31 July 2025.
 - (d) **Invoice** means a valid Australian tax invoice.
 - (e) **Official Lions Lunch Ticket** means a ticket/tickets giving right of entrance to a particular Event.
 - (f) **Rugby AU** means Rugby Australia Ltd ABN 36 002 898 544.
 - (g) **SEL** means Sport & Entertainment Limited ACN 078 727 938.
 - (h) **Ticket Holder** means any individual holding, possessing or using, or who has held, possessed or used, and including any person that benefits in any way whatsoever from a Official Lions Lunch Ticket purchased by the Ticket Purchaser and any other person or third party using a Official Lions Lunch Ticket that has been provided to them under the prior express approval of Rugby AU (or the Agent acting on its behalf).
 - (i) **Ticket Purchaser** means a person, company or entity who has successfully purchased Official Lions Lunch Ticket(s), directly or through a representative, in accordance with these Terms and Conditions.
- 1.3 The Ticket Purchaser and Ticket Holder acknowledge and agree that, the rights of and obligations owed to, Rugby AU extend to the Agent and the Agent is able to do any act, matter or thing which Rugby AU is permitted to do under these Terms and Conditions, if Rugby AU has expressly authorised the Agent to do so.

2. Acceptance of terms and conditions

- 2.1 Official Lions Lunch Tickets may be purchased:
 - (a) by placing an online order via the official ticketing website <https://hospitality.lionsseries2025.rugby/>
 - (b) any other official channel or platform authorised, made available or approved by Rugby AU from time to time.
- 2.2 Rugby AU may accept or reject any purchase of Official Lions Lunch Tickets in its absolute discretion.
- 2.3 Any person, including the Ticket Purchaser and/or Ticket Holder, who purchases, possesses and/or uses or attempts to use any Official Lions Lunch Ticket shall be deemed to have accepted, agreed to comply with and be legally bound by these Terms and Conditions. The Ticket Purchaser agrees to ensure that the Ticket Holder(s), for whom the Ticket Purchaser has purchased or provided a Official Lions Lunch Ticket, shall comply with these Terms Conditions and will be responsible for any breach by any person who receives a ticket which was part of their allocation.
- 2.4 The Ticket Purchaser's placing of an order for Official Lions Lunch Tickets is confirmation of the Ticket Purchaser's irrevocable acceptance of these Terms and Conditions. The validation of the Official Lions Lunch Ticket, and any Ticket Holder's entry into the Event, is further confirmation of the Ticket Holder's irrevocable acceptance of these Terms and Conditions and where applicable any venue terms and conditions where the Event is held.
- 2.5 These Terms and Conditions create a legally binding relationship and agreement between the Ticket Holder and Rugby AU. Any queries or questions that a Ticket Purchaser or Ticket Holder may have regarding these Terms and Conditions should be submitted to Rugby AU before purchasing an Official Lions Lunch Ticket (by a Ticket Purchaser) and prior to use of an Official Lions Lunch Ticket (by a Ticket Holder) by emailing hospitality@rugby.com.au

3. Purchase and Distribution of Official Lions Lunch Tickets

- 3.1 Official Lions Lunch Tickets will be available for purchase in accordance with clause 2.1 during such periods as confirmed by Rugby AU from time to time. Rugby AU may, at its sole discretion, change, vary, stop, suspend or extend the duration for which Official Lions Lunch Tickets are available for purchase at any point in time, by any means, on any medium and via any intermediary whatsoever.
- 3.2 Prices will be inclusive of GST and will be displayed in Australian dollars. Official Lions Lunch Tickets will be charged at the prices that are in force at the time of confirmation of the order. Rugby AU shall be entitled, at its sole discretion, to modify prices and pricing policy at any time.

4. Payment

- 4.1 The Ticket Purchaser must pay Rugby AU or the Agent for their order of the Official Lions Lunch Tickets price in full immediately at the time and point of purchasing their Official Lions Lunch Tickets (unless agreed otherwise with Rugby AU or the Agent). The purchase of Official Lions Lunch Tickets will not be complete and the Ticket Purchaser will not have an entitlement or right of any kind to the applicable Official Lions Lunch Tickets until Rugby AU receives full payment

from the Ticket Purchaser and the Ticket Purchaser receives a formal confirmation email from Rugby AU or the Agent confirming the purchase has been successful.

- 4.2 Rugby AU may place a limit on the number of Official Lions Lunch Tickets that may be offered by Rugby AU or purchased by a Ticket Purchaser. These limits could apply to a single transaction or a series of transactions and may be enforced on a per person, email address, payment card and/or household basis. Rugby AU reserves the right to cancel, without refund or compensation, any number of Official Lions Lunch Tickets purchased in excess of the stated limit.
- 4.3 Rugby AU or the Agent (as relevant) reserves the right to cancel any booking that has not been paid in accordance with this clause 4 and, without further notice, allocate the booking to a third party.

5. Ticket Delivery

- 5.1 Following receipt of full payment for the Official Lions Lunch Ticket, Rugby AU or the Agent will endeavour to distribute Official Lions Lunch Tickets and event information to the Ticket Purchaser approximately 14 days before each Event. However, Rugby AU or the Agent reserves the right to distribute Official Lions Lunch Tickets immediately prior to the Event at its election.
- 5.2 The Ticket Purchaser must confirm guest numbers and dietary requirements at least 30 days before each Event (or upon booking where an Official Lions Lunch Ticket is purchased less than 30 days before an Event) including total guest numbers and dietary requirements.

6. Use of Tickets

- 6.1 Official Lions Lunch Tickets are not exchangeable, transferable or refundable unless a resale platform or channel is made available or it is expressly agreed to by Rugby AU or the Agent, in each case, such decision to be at the sole discretion of Rugby AU.
- 6.2 A Ticket Holder's entry to the Event will only be authorised upon presentation of a valid Official Lions Lunch Ticket and, if requested, provision of proof of identity.
- 6.3 Each Ticket Holder is responsible for their Official Lions Lunch Tickets. Official Lions Lunch Tickets shall not be refunded or exchanged in the case of loss, theft, defacing, forging, alteration, damage, destruction or incompleteness. Duplicates of Official Lions Lunch Tickets will not be issued.
- 6.4 It is an essential condition of the issuance of Official Lions Lunch Tickets and the right of admission to and attendance at the Event by the Ticket Holder that the Official Lions Lunch Ticket must not be and have not been:
 - (a) offered, provided, resold, or transferred other than in accordance with these Terms and Conditions;
 - (b) advertised or offered for resale or transfer publicly (including on any website, social media site or other public forum or elsewhere);
 - (c) used in relation to any promotional or commercial purposes (including any competitions, advertising, promotion or as a prize in any competition or sweepstake whether for a business or a charity or otherwise) or to enhance the demand for any other goods or services or as part of a hospitality or travel package;

- (d) transferred or otherwise disposed of to any person who agrees to buy any good(s) or service(s) in return for the Official Lions Lunch Ticket; and/or
- (e) bundled with any other goods or services (including as part of any hospitality, entertainment, accommodation or travel package or service),

without Rugby AU or the Agent's prior written consent or authorisation.

- 6.5 It is an essential condition of these Terms and Conditions and of the right of admission to the Event that the Ticket Holder agrees and acknowledges that the Official Lions Lunch Ticket creates a contractual relationship between Rugby AU and the Ticket Holder (as contemplated in clause 2.5), which gives the Ticket Holder a transferable but conditional licence for admission to the Event. The licence will automatically terminate if the Ticket Purchaser or any Ticket Holder engages, or is involved in, any of the matters contemplated in clause 6.4. Rugby AU or the Agent has the right to deny admission of the Ticket Holder if the licence has terminated as contemplated in this clause 6.5.

7. Safety Rules

- 7.1 All Ticket Holders acknowledge and agree that Rugby AU, Event management, venue management, Police and contracted security personnel (who may be contracted by Rugby AU and/or the relevant venue where the Event is held) may refuse entry or evict any Ticket Holder who they reasonably believe may have engaged in, or be likely to engage in conduct which breaches these Terms and Conditions, violates applicable laws or regulations, involves criminal activity, is disrespectful, abusive, or harassing, endangers public safety or order, or is otherwise deemed inappropriate or detrimental to the integrity of the Event or the safety and enjoyment of other attendees.
- 7.2 Ticket Holders are responsible for their own conduct whilst at the Event and must pay for the cost of repair of any damage caused to the Event or any property in the Event or its surrounds as a result of their conduct.
- 7.3 If a Ticket Holder fails to comply with the matters contemplated in clause 7.1 or any other matter contemplated in these Terms and Conditions, the Ticket Holder may be denied access to the Event and/or removed from the Event, and the price of their Official Lions Lunch Ticket will not be refunded.
- 7.4 Photographs, videos and other recordings taken within the Event may be used only for private non-commercial purposes. Making or distributing of broadcasts, commentary, news reports or similar (by any means including by mobile phone or other wireless device) of, or relating to, the Event is prohibited.
- 7.5 Ticket Holders attending an Event do so understanding and accepting they will likely be captured, photographed or recorded with still photography, film and audio recordings and they grant Rugby AU the non-exclusive, worldwide, royalty free right to use their image and likeness in perpetuity in any form or medium, as part of any broadcast or recording of the Event and for any other commercial purposes (including in advertising and promotional materials).

8. Cancellation and Refund Terms

- 8.1 Subject only to applicable laws including Australian Consumer Law, in the event a Ticket Purchaser or Ticket Holder wishes to cancel an Official Lions Lunch Ticket, no refund, exchanges

or credits will be offered unless agreed to by Rugby AU in writing (in Rugby AU's absolute discretion).

- 8.2 Without limiting clause 8.1, if the Ticket Purchaser or Ticket Holder wishes to cancel an Official Lions Lunch Ticket it must notify Rugby AU or the Agent in writing.

9. Warranty

- 9.1 Rugby AU does not accept any responsibility for the security or safety of a Ticket Holder's belongings. Attendance at the Event is voluntary and at each Ticket Holder's own risk except for any liability that cannot be excluded by law and the Ticket Holder agrees to always accept ultimate responsibility for their own safety and well-being. To the extent permitted by law, Rugby AU excludes all liability for any personal injury, or any loss or damage, whether direct, indirect or consequential a Ticket Holder may suffer or incur, arising from or in connection to the Event.
- 9.2 The Ticket Purchaser and/or Ticket Holder acknowledges and agrees the Event and Official Lions Lunch Ticket may be subject to changes because of circumstances outside of the reasonable control of Rugby AU or the Agent. Rugby AU will act in good faith in endeavouring to overcome any such changes (which may include making reasonable adjustments), so the Event may be delivered as close as reasonably possible to originally intended. Notwithstanding the foregoing, Rugby AU or the Agent may cancel part or all of the Event if provision of it is impossible or impracticable due to an event(s) out of Rugby AU or the Agent's reasonable control (including but not limited to natural disasters, acts of God, civil unrest, strike, war, act of terrorism, epidemic, pandemic, government (state or federal) laws, orders or regulations imposed by relevant authorities). In such case, Rugby AU or the Agent will refund amounts paid to it by the Ticket Purchaser corresponding with such cancelled part of the Event.

10. General

- 10.1 If the Ticket Purchaser and/or the Ticket Holder fails to comply with these Terms and Conditions, Rugby AU or the Agent may, without limiting any of its other rights, cancel the Ticket Purchaser's booking and/or deny associated Ticket Holder's admission to the Event(s).
- 10.2 The Ticket Purchaser and/or Ticket Holder agrees to:
- (a) comply with all reasonable directions given by Rugby AU or the Agent from time to time (and the obligations referred to in Rugby AU's privacy policy); and
 - (b) comply with all ticket conditions specified on tickets issued as part of the Official Lions Lunch Ticket.
- 10.3 Personal information collected by Rugby AU or the Agent in connection with the purchase or use of the Official Lions Lunch Ticket by the Ticket Purchaser and/or the Ticket Holder will be stored and used in accordance with the *Privacy Act 1988* (Cth) (**Privacy Act**) and Rugby AU's Privacy Policy, available at: <https://australia.rugby/privacy>. The Ticket Purchaser and/or Ticket Holder must provide all notifications and obtain all consents required by the Privacy Act to enable Rugby AU to collect and otherwise handle information about individuals lawfully, as required for Rugby AU or the Agent's business (including marketing), and without taking any further steps. This may require the Ticket Purchaser to inform those third parties (including any Ticket Holder) of the matters set out in Rugby AU's Privacy Policy or of other matters advised by Rugby AU or the Agent to the Ticket Purchaser and/or Ticket Holder from time to time. The Ticket Purchaser and

Ticket Holder consent to their personal information being collected under or in connection with these Terms and Conditions and that such personal information may be disclosed to sponsors and commercial partners of the Event and / or Rugby AU subject to Rugby AU's privacy policy (including so such third parties may promote their products and services including through direct marketing, subject to their privacy policies and practice).

- 10.4 These Terms and Conditions are governed by the laws of New South Wales and each party submits to the exclusive jurisdiction of courts exercising jurisdiction in New South Wales in connection with matters concerning these Terms and Conditions.