

Australian Sports Museum Limited Ticketing Terms and Conditions

Valid from February 29 2020

Australian Sports Museum Limited ABN 92 010 129 110 operates the Australian Sports Museum at the Melbourne Cricket Ground (the "MCG"). Australian Sports Museum Limited provides services including the sale and distribution of admission tickets to tourism products (each a "Product") offered at the MCG. Australian Sports Museum Limited owns and operates the website at <u>www.australiansportsmuseum.org.au</u> (the "Australian Sports Museum Website").

By purchasing an admission ticket from Australian Sports Museum Limited, you agree to be bound by these Terms and Conditions, which relate to both the sale of admission tickets and attendance at the Products, and apply to both the original purchaser and any subsequent admission ticketholders. These Terms and Conditions and the provision of the Services to the purchaser are governed by the laws of the state of Victoria, Australia, without reference to principles of conflict of laws. References to the "MCG" in these Terms and Conditions include the Melbourne Cricket Club where applicable.

Conditions of entry

Admission tickets are sold subject to any additional terms and conditions of the MCG relating to the relevant Product (the "MCG Terms"), and admission to a Product is subject to the MCG Terms (including the MCG's conditions of entry available at <u>https://www.mcg.org.au/the-stadium/visitor-information/conditions-of-entry</u>. The MCG Terms may be disclosed as part of the Product information on the Australian Sports Museum Website and at the Australian Sports Museum at the time of purchase, and are also available from Australian Sports Museum Limited on request. The following form part of the MCG Terms unless otherwise specified in the MCG Terms:

- a) You may be denied entry into, or removed from, a Product where the MCG has reasonable grounds to do so, including if you are intoxicated, under the influence of illicit drugs, inappropriately attired or adversely affecting the enjoyment of the Product by other attendees.
- b) You may be refused entry into a Product if you arrive late to the scheduled time of the Product. The MCG event schedule (including opening hours) is available at https://www.mcg.org.au/things-to-do/mcg-tour/operating-hours.
- c) You are not permitted to take into the Product, or use, professional cameras or other professional photographic or recording equipment without prior permission from the MCG or Australian Sports Museum Limited as applicable.
- d) You may be required to submit to a search of your person and/or possessions before entering the MCG.

Collection and delivery of tickets

You must allow adequate time for collection or delivery of admission tickets prior to the scheduled time of the Product. Where concessions are applicable, suitable and valid identification must be provided for collection of admission tickets and at the event.

Entry to a Product may be refused if Australian Sports Museum Limited or the MCG (as applicable) reasonably believes that an admission ticket is not authentic or valid, including because the ticket has been damaged or defaced, or has not been purchased from Australian Sports Museum Limited or other authorised points of sale.

Group/Education Product bookings

Acceptance of a group booking of 20 or more visitors, or an Education Product booking, to a Product is subject to the MCG Terms. With respect to such bookings, the following form part of the MCG Terms unless otherwise specified in the MCG Terms:

- a) Bookings must be made at least one month in advance.
- b) Any amendments, including changes to visitor numbers, must be made at least 7 days prior to the date booked.
- c) A non-refundable 10% deposit is payable at the time of booking, with balance to be paid 3 days prior to the date booked.
- d) Cancellations will be accepted up to 3 days prior to the date booked, and payment will be refunded less a 10% deposit paid at the time of the booking.

Private Tour bookings

Acceptance of a Private Tour booking, to a Product is subject to the MCG Terms. With respect to such bookings, the following form part of the MCG Terms unless otherwise specified in the MCG Terms:

- a) Bookings must be made at least one week in advance.
- b) Any amendments, including changes to visitor numbers, must be made at least 3 days prior to the date booked.

Annual Pass

The purchase of an Annual Pass is subject to the MCG Terms. With respect to such bookings, the following form part of the MCG Terms unless otherwise specified in the MCG Terms;

- a) The Australian Sports Museum and MCG Tours availability is subject to the event schedule.
- b) Annual Pass holder must show their annual pass details and matching identification at the Australian Sports Museum desk to gain entrance to the Australian Sports Museum and/or MCG Tours and to gain discount offers for accompanying guests. Discounts to Australian Sports Museum and MCG Tours are applicable to full price Adult and Children tickets only. No further discounts apply.
- c) Annual Pass is not transferable.Annual Pass is valid for 365 days from the day of purchase.

Annual Pass prices are subject to change. Annual Pass is non-refundable.

d) Visitors to the Australian Sports Museum and MCG Tours are eligible for upgrades to the Australian Sports Museum Annual Pass. Visitors must pay the difference between their entrance fees and the Annual Pass at the counter on the day of their visit. Upgrade are no applicable online.

Refunds and exchanges

Australian Sports Museum Limited will only offer a refund or exchange of an admission ticket if the Product is cancelled or rescheduled by the MCG (and you cannot or do not wish to attend the rescheduled Product), or to the extent otherwise required by law (including the Australian Consumer Law). You must apply for a refund promptly following notification that the Product has been cancelled or rescheduled. Australian Sports Museum Limited does not offer refunds or exchanges as a result of a change in your personal circumstances.

If a Product is cancelled or rescheduled by the MCG, Australian Sports Museum Limited's 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), Australian Sports Museum Limited will not be liable for any other losses incurred by you as a result of the cancellation or rescheduling of a Product, including any travel and accommodation expenses.

Australian Sports Museum Limited will only replace lost, stolen, damaged or destroyed admission tickets if the authenticity of the ticket can be verified, including proof of purchase, and if you give reasonable notice before the Product. Australian Sports Museum Limited may charge a reasonable fee for the replacement of admission tickets.

Variations to Products

Australian Sports Museum Limited reserves the right to add, withdraw, reschedule or substitute Products and/or vary advertised programs, prices, venues, or audience capacity, and this will not give rise to any right to a refund or exchange of a purchased admission ticket.

Resale of tickets & scalping

Tickets may not, without the prior written consent of Australian Sports Museum Limited:

- a) be resold or offered for resale at a premium (including via on-line auction or other unauthorised resale sites);
- b) used for advertising, promotion or other commercial purposes (including competitions and trade promotions); or
- c) offered for sale in packages with other goods or services.

If an admission ticket is sold or used in breach of the above, the admission ticket may be cancelled without a refund and the admission ticketholder of the ticket may be refused admission to the Product, without notice to you.

Errors

While Australian Sports Museum Limited takes reasonable care to ensure that admission tickets are correctly priced and only available for sale when intended, errors may occur. Australian Sports Museum Limited may cancel an order made as a result of any such error. In the case of a pricing error, Australian Sports Museum Limited will endeavour to contact you to give you the option of purchasing the admission ticket at the correct price.

If an error on your behalf results in Australian Sports Museum Limited reprocessing the ticket transaction at your request, Australian Sports Museum Limited may charge to you the actual costs incurred in reprocessing the ticket transaction, including any chargeback or postage fees charged to Australian Sports Museum Limited by a third party.

Variation to Terms and Conditions

Australian Sports Museum Limited may vary these Terms and Conditions at any time. Variations will only apply to admission ticket purchases made after the variation.