

# GIANTS EVENTS AND HOSPITALITY TERMS AND CONDITIONS

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These terms and conditions (“**Terms**”) apply to Bookings by any Client (“**You**”) and the GWS GIANTS in relation to any Event or Facility and apply from the time you submit a Booking Form. By submitting a Booking Form you acknowledge and warrant that You have understood these Terms and have the legal power to act on behalf of any person or entity for whom You are acting. If You are agreeing to these Terms as an individual, “You” refers to You individually. If You are agreeing to these Terms as a representative of an entity, “You” refers to that entity and You represent and warrant that You have the authority to bind that entity.

## 1. Definitions

**AFL** – means the Australian Football League.

**Booking** – refers to the individual or group booking created after GWS GIANTS’ receipt of your valid Booking Form and full Fee payment.

**Booking Confirmation** – refers to automated confirmation or the email GWS GIANTS sends to your nominated email address to confirm Your Booking as well as receipt of your Fee payment.

**Booking Form** – refers to both the online booking form for GWS GIANTS Events and GWS GIANTS Hospitality and the paper booking forms for GWS GIANTS Events and GWS GIANTS Hospitality.

**Client** – refers to the person, persons, or company making a Booking.

**Event** – refers to GWS GIANTS Events, being official club events held on match days or non-match days. For the purpose of clarity, “Event” also refers to a GWS GIANTS match day itself.

**Facility** – refers to a box, suite or dining room within a Host Stadium.

**Fee** – refers to any payment due in respect of a Booking.

**Host Stadium** – refers to any Stadium within Australia and New Zealand where official AFL matches are held.

**Host Venue** – refers to any Venue within Australia and New Zealand where official AFL or GWS GIANTS Events are held.

**Ticket** – refers to a match ticket or non-match day – function/hospitality entrée card (as applicable) for entry to the Event.

## 2. Booking and Payment

- a) You must submit a valid Booking Form in order to make a Booking. To be valid, your Booking Form must be complete and specify your preferred payment method.
- b) All Bookings are subject to capacity.
- c) Electronic payment options are either EFT or credit card (Visa, MasterCard or American Express only). You may also elect to be invoiced for Your Fee. Please note:
  - i. payment by American Express will incur a 3% fee;
  - ii. payments made by EFT must be accompanied by an email confirmation of remittance details. EFT payments do not incur a surcharge.
- d) Upon GWS GIANTS receiving your valid Booking Form You will receive a Booking Confirmation and:
  - i. if you have not supplied credit card or EFT details, you will be issued with a tax invoice which is payable within thirty (30) days of the date of the invoice, or no later than ten (10) days prior to the Event date (whichever occurs first);
  - ii. if you have supplied credit card details or EFT details, GWS GIANTS will charge your nominated account or card for the full Fee due.

- e) No Booking is confirmed and no Tickets will be released until full Fee payment has been received. No part payments will be accepted.
- f) Provided GWS GIANTS have received your full Fee payment, Tickets will be issued no later than three (3) days prior to the scheduled Event unless in exceptional circumstances.

## 3. Transfer, Cancellation and Refund

- a) Booked Tickets cannot be transferred to an alternate Event without the express written permission of the GWS GIANTS. The decision to transfer is at the GWS GIANTS’ absolute discretion.
- b) A Booking cancellation by Client must be in writing and:
  - i. if made more than 56 days prior to the Event: you will receive a full refund of the Fee.
  - ii. if made between 28 and 56 days prior to the Event: you will receive a refund of 50% of the Fee.
  - iii. if made less than 28 days prior to the Event: you will not receive any refund.
- c) Cancellation by the GWS GIANTS:
  - i. GWS GIANTS may cancel an Event at its discretion or offer alternative dates or venues without notice if:
    - A. the venue is unfit for use or some other reasonable cause applies; or
    - B. AFL cancels the Event; or
    - C. You are in breach of these Terms or have provided false or incomplete information in Your Booking Form.
  - ii. GWS GIANTS reserves the right to cancel without refund any Booking which breaches these Terms.
- d) Refund:
  - i. In the event of cancellation or rescheduling of either a match day or non-match day Event by the GWS GIANTS:
    - A. You are entitled to a refund of the Fee paid for Your Ticket.
    - B. GWS GIANTS will not be liable for any loss or damage arising out of the cancellation of Your Booking pursuant to this clause.
  - ii. To the extent permitted by law, all refunds under these Terms will exclude the relevant portion of the Fee paid by You for credit card processing fees (as applicable).

## 4. Rescheduling

Venues and catering are quoted based on specific Event dates. In the case of rescheduling of an Event, Your Booking will need to be re-quoted in full.

## 5. Indemnity

You indemnify GWS GIANTS against any loss or property damage to the Host Stadium premises arising out of your use thereof and for any personal injury, death or loss of or damage to any property or any person arising out of or as a consequence of your use of the Host Stadium premises or services except to the extent that such loss, damage, injury or death arises from the negligent act or omission of GWS GIANTS.

## 6. Alterations to Corporate Facilities – Spotless Stadium and UNSW Canberra Oval

- a) Both Spotless Stadium and UNSW Canberra Oval are multi use venues. Corporate hospitality spaces, suites and boxes (each a “**Facility**” and together “**Facilities**”) can be hired out on non-match days to other clients. Due to this, Clients must submit to GWS GIANTS at least six (6) weeks prior to the first Event of the season any requests to theme a Facility.
- b) GWS GIANTS will liaise with the relevant Venue on behalf of the Client around permission to theme a Facility
- c) All requests for physical alterations to Facilities must be received in writing to GWS GIANTS and are subject to written approval by GWS GIANTS and the Venue.
- d) All theming in Facilities must be removable between Event days and not fixed to the Venue infrastructure. No permanent theming or infrastructure is allowed.

- e) Should there be no functions scheduled in a Facility between Event days, GWS GIANTS will work with the Venue/s to keep the theming in place. However, this will be under the condition that should there be a last minute booking for the Facility the theming must be removed by You at short notice.
- f) Where possible, a minimum of five (5) days' notice will be provided to You in writing when theming is required to be removed, however this is not guaranteed.
- g) You must arrange with GWS GIANTS access to the Host Stadium for Your personnel to install/remove theming with GWS GIANTS a minimum of 48 hours prior to the arrival of Your personnel. Access will be subject to Venue approval.
- h) All alterations to Facilities and related installation and removal costs are at the expense of the Client.
- i) You must return the Facility to the original condition as it was supplied to You in and You are liable for any necessary cleaning or repair costs.

## 7. Conduct

- a) The Client agrees to abide by any rules of the Host Stadium or Host Venue at which the Booking has been made, including but not limited to behaviour, smoking and the consumption of alcohol and any relevant legislation, policies or guidelines.
- b) The Client agrees to follow any instruction reasonably given by personnel of the Host Stadium or Venue, relevant State authorities, the AFL or GWS GIANTS.
- c) You acknowledge that GWS GIANTS is entitled, without incurring any liability whatsoever, to refuse admission or cause to be removed from the Host Stadium or Venue premises, any person who in the opinion of GWS GIANTS is guilty of misconduct or committing any breach of the AFL Conditions of Entry or the Host Stadium Conditions of Entry.
- d) Where GWS GIANTS is required to close a Facility or remove You or Your guest/s from a Facility due to behaviour by You or Your guests that is in breach of this clause 7, You will have been deemed to have breached these Terms and the full amount of the Fee will be retained by GWS GIANTS and GWS GIANTS will not be liable for any loss or damage to You or Your guests as a result of any action taken in accordance with clause 7.

## 8. Age Restrictions

- a) Certain GWS GIANTS Events are not suitable for guests under the age of 18 ("**Overage Events**"). Where this is the case, the GWS GIANTS will advise in advance of purchase on the GWS GIANTS corporate hospitality website at <http://giantevents.gwsgiants.net.au/>.
- b) Clients will not be reimbursed for the cost of Tickets incorrectly purchased for minors for Overage Events except in accordance with the cancellation procedures set out in clause 3(b).
- c) There are no age restrictions for children at the Corporate Box and Corporate Suite Facility except:
  - i. in outdoor corporate boxes and corporate suites, children are to be supervised at all times and must meet the minimum dress standards set out in clause 9; and
  - ii. children aged five (5) and under as at January 1 each year are entitled to enter the Host Stadium (home and away season only) at no charge provided they do not occupy a seat.
- d) There are no age restrictions for children at the Chairman's Lounge Event, Skydeck Event and Toyo Tires Field Club but children are to be supervised at all times and must meet the minimum dress standards for the relevant Event set out in clause 9.
- e) GWS GIANTS will advise at the time of promoting and selling other Events if age limits apply.

## 9. Dress code

- a) GWS GIANTS Events and Host Stadiums have minimum dress standards. GWS GIANTS and the Host Stadium

reserves the right to refuse entry to any person who does not meet the following minimum dress standards:

### **Chairman's Lounge**

- i. Men: Strictly smart attire – collared shirt, no ripped denim.
- ii. Ladies: Strictly smart attire – no ripped denim.
- iii. Guests not appropriately dressed will be relocated to more appropriate corporate seating if available. Should this be required no refund will be provided by GWS GIANTS to the Client.

### **Corporate Box and Suite Facilities, Skydeck, Toyo Tires Field Club**

- iv. Outdoor corporate box holders and guests are required to adhere to the minimum dress standard requirements for the corporate areas of the Host Stadium.
- v. For Spotless Stadium and UNSW Canberra Oval Events neat, smart casual attire for both males and females (adults and children), including appropriate footwear applies. No ripped denim or thongs will be permitted.

### **Other Events**

- vi. GWS GIANTS will advise at the time of promoting and selling other Events what dress codes apply. Full dress code details will also be included on Event Tickets and/or detailed in Event confirmation letters and/or emails.

## 10. Privacy

- a) By submitting a Booking Form, You consent to GWS GIANTS using the personal information you provide to send You communications (including for direct marketing purposes) relating to Facilities and future Events.
- b) Notwithstanding clause 10(a), GWS GIANTS collects, uses and stores your information (including personal information) in accordance with its privacy policy, available at: <http://www.gwsgiants.com.au/privacy>.

## 11. General

- a) You consent to (i) the recording of Your likeness and/or voice by any means (including but not limited to audio and visual recordings by television cameras and photographers) (together 'Images') and (ii) the commercial exploitation, throughout the world, of Your Images by any means by GWS GIANTS and/or the AFL and their commercial partners without compensation.
- b) You must not use the Facilities subject to this Booking for any purpose other than that for which it was made. Without limiting the generality of the foregoing, it is a condition of these Terms and Your Booking that any Host Stadium corporate hospitality package or part thereof will not be resold, on sold, sublet or rehired nor used for advertising, promotion or other commercial purposes (including competitions or trade promotions) or to enhance the demand for other goods or services, without the prior written approval of GWS GIANTS. Any breach of this clause will result in the cancellation of your Booking without a refund.
- c) Public bars will close early in the fourth quarter at Host Stadiums at AFL Events and that last drinks will be served no later than 30 minutes following the completion of certain Events in accordance with applicable RSA/Licensing laws.
- d) For match day Events, the 'Conditions of Entry to an AFL Venue' apply, available at: <http://www.afl.com.au/Tickets/conditions-of-entry>.