

## Australia Cup Terms of Admission

1. **General** – The following Terms of Admission apply to all tickets issued by or on behalf of Football Australia Limited (**Football Australia**) or a Participating Club for the Australia Cup (**Competition**) and the admission of all persons to a Competition venue (**Venue**). By attending a Venue, all persons agree to be bound by, and comply with, these Terms of Admission.
2. **Spectator Behaviour** – All persons agree to comply with the 'Football Australia Spectator Code of Behaviour', a copy of which is available at [www.footballaustralia.com.au](http://www.footballaustralia.com.au).
3. **Ticket** – All persons must not, without Football Australia's 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.
4. 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.
5. **Refund/Exchange** – 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](http://www.liveperformance.com.au). Except as provided by the Code, to the extent permitted by law, Football Australia and Participating Clubs will 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.
6. **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.
7. **Refusal of Entry/Eviction** – All persons acknowledge and agree that Football Australia, Participating Clubs, 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, any conduct of the kind prohibited at Item 10 below.
8. 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 Football Australia, Participating 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, Member Federation, Participating Club or Football Australia that still applies; or
    - (ii) is not authorised to be in the Venue e.g. without a valid entry ticket or accreditation; or
  - (h) commit, or attempt to commit, a criminal offence in or about the Venue.
9. **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) non-authorised flares, fireworks, weapons, explosives and smoke bombs.

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

  - (c) alcoholic beverages;
  - (d) glass bottles, cans and breakable containers;
  - (e) missiles of any description;
  - (f) recreational equipment such as skateboards, rollerblades and bicycles;
  - (g) animals and pets (other than Assistance Dogs);
  - (h) laser pointers;
  - (i) non-accredited photographic equipment and recording devices for commercial purposes (including audio and audio-video equipment or devices);
  - (j) confetti or shredded paper;
  - (k) sub-group banners of any size or oversize banners measuring greater than 1m x 1m (unless pre-approved);
  - (l) flag poles composed of materials other than plastic or wood or greater than 1.5 metres in length;
  - (m) any signs, banners, or materials (including clothing and flags):
    - (i) displaying offensive or inappropriate content or unauthorised commercial or promotional content, (whether written in English or a foreign language); or
    - (ii) which may vilify a person, cause offence or incite hatred or violence as determined by Football Australia;
  - (n) eskies, coolers and iceboxes too large to be stored under a seat;
  - (o) any item determined by Football Australia, Participating 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; and
  - (p) any item on the Prohibited Items List available at [www.footballaustralia.com.au](http://www.footballaustralia.com.au) or on the Venue Conditions of Entry.

Prohibited/restricted items may be removed, confiscated or destroyed without compensation or any obligation to return the items to the person.
10. **Prohibited/Restricted Activities** – The following is a non-exhaustive list of activities that are restricted or prohibited within the Venue and participation in such activities may result in eviction:
  - (a) smoking (other than in a designated area);
  - (b) displaying commercial or offensive signage;
  - (c) any conduct which interferes with a match or is dangerous or disruptive including throwing objects of any description;
  - (d) possessing, striking or igniting flares, fireworks, firecrackers, explosives and or smoke bombs;
  - (e) the use of any chanting, language or conduct which is likely to offend, insult, humiliate, disparage or vilify any reasonable person on the basis of gender, race, religion, culture, colour, descent, country of origin, or disability;
  - (f) concealing identity with a scarf, balaclava, mask or other item unless for a religious, medical or other justifiable reason;
  - (g) unauthorised storage of equipment or standing/sitting in aisles or walkways;
  - (h) public nudity or indecency;
  - (i) defacing a Venue or third party property or defacing or obscuring any notice, signage or advertisement within a Venue;
  - (j) unauthorised commercial activities including, soliciting, customer surveying, promotions, advertising or marketing (including by way of distributing or offering any goods or services for sale in or around the Venue);
  - (k) entering or attempting to enter any restricted or prohibited area without proper authorisation (including the field of play, a player dressing room or official area, roofs, masts, fences or structures in or around the Venue);
  - (l) conducting or causing to be conducted any form of betting or gambling within the Venue or collecting, disseminating, transmitting, publishing or releasing from

## Australia Cup Terms of Admission

- the Venue (by any means or using any device) any score, result, statistic or data for any commercial, betting or gambling purpose;
- (m) offering, attempting to offer, or acting in concert with persons offering, any form of bribe or reward to a third party to fix, or otherwise improperly influence any match or aspect of any match or the Competition;
  - (n) any form of ambush marketing by representing, promoting or advertising that the person or any organisation has a connection or association with Football Australia, a Participating Club or the Competition (by using any logos, indicia or words associated with the Competition) which they do not have Football Australia's prior written approval, or any unauthorised use of the intellectual property rights of Football Australia, Participating Clubs or any activity which otherwise exploits the publicity or goodwill of the Competition; or
  - (o) any activity which Football Australia determines denigrates the rights of Football Australia, a Participating Club or any third party associated with the Competition (including sponsors).
11. **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.
12. **Surveillance** – For the safety and security of all persons and staff, surveillance cameras may be operating in and around the Venue. All persons entering the Venue consent to having their image recorded and held for a specified period. In the event of an incident, any footage obtained may be provided to Football Australia, Australian Professional Leagues, Member Federations, Participating Clubs, police and contracted security personnel, and used to prosecute or support the implementation of a ban on a person, or for other law enforcement purposes.
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. Football Australia 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 Football Australia (and its nominees) using by any means, in any format, any such photographs, recordings or other works made in breach of these Terms of Admission.
16. **General Conditions** – The following general conditions apply:
- (a) a valid ticket permits a Patron to occupy the seat specified on their ticket (or such alternative position as Football Australia may allocate acting reasonably) for the duration of a match or until Football Australia deems a match to be completed;
  - (b) smoking is prohibited other than in designated smoking areas;
  - (c) umbrellas are permitted into the Venue but, for the comfort of others, must not be raised in the seating or concourse areas;
  - (d) for safety reasons, strollers and prams may not be permitted in the seating bowl;
  - (e) unauthorised persons are prohibited from entering the field of play. Prosecutions may be pursued for unauthorised access to either the Venue or field of play;
  - (f) all persons are responsible for their own conduct whilst in the Venue and must pay for the cost of repair of any damage caused to the Venue as a result of their conduct;
  - (g) drums and other restricted items may be permitted in the Venue on the condition that the owner is identified and receives prior approval from Venue management or Football Australia; and
  - (h) all tickets remain the property of Football Australia.
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, Football Australia, a Participating 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 Football Australia, Participating Clubs, and Venue management from any complaint, claim or proceeding in relation to the above. Each Patron indemnifies and holds Football Australia, Participating 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, Australian Professional Leagues, Member Federation, Participating Club and/or Football Australia;
  - (c) asked for identification by Football Australia (including their authorised contractors, agents or employees), Participating Clubs, police, Venue management or contracted security personnel; and
  - (d) in addition to all legal remedies available to Football Australia, Participating Clubs and Venue Management and, if applicable, may also result in the revocation of Club membership privileges.
19. **Privacy** – Information collected from a person who breaches the Terms of Admission may be shared between Football Australia, Football Australia's members, including Participating Clubs, Australian Professional Leagues, Member Federations, Asian Football Confederation (AFC), and Fédération Internationale de Football Association (FIFA), 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 Football Australia will be handled in accordance with Football Australia's Privacy Policy, which is available at [www.footballaustralia.com.au/privacy](http://www.footballaustralia.com.au/privacy).
20. **Privacy Consent** – All persons consent to their name, address, date of birth and photograph being disclosed to Football Australia and Participating Clubs by the relevant State or Federal Police, Venue management or contracted security personnel if they are detained or evicted from or arrested within, or in proximity to, the Venue and for State or Federal Police to disclose to Football Australia the nature and result of any action or criminal proceeding initiated by police as a consequence of their eviction from or arrest within, or in proximity to, the Venue.
21. These Terms of Admission incorporate and should be read in conjunction with the Prohibited Items List, Venue Conditions of Entry, ticket conditions (appearing on each ticket), the 'Football Australia Spectator Code of Behaviour' and the refund policy referred to at Item 5. To the extent of any express conflict, the provision in the paragraph which appears first in this document will take priority. Football Australia reserves the right to amend these Terms of Admission from time to time and copies of the latest documents will be available at [www.footballaustralia.com.au](http://www.footballaustralia.com.au) and at the Venue.