

OPTUS STADIUM

THE OZONE – HALO, VERTIGO, GAME DAY ROOFTOP EXPERIENCE - TERMS AND CONDITIONS

Each of **THE OZONE** rooftop tours - **HALO, VERTIGO** and **GAME DAY ROOFTOP EXPERIENCE** (each a **Tour**) - are operated by VenuesLive Management Services (WA) Pty Ltd as agent for the Western Australian Sports Centre Trust, trading as VenuesWest (ABN 47 894 197 015) (**Operator, we, our**).

By purchasing a ticket to a Tour, or participating in a Tour, you agree (and if you are under 18 years of age, your legal guardian agrees on your behalf) to be bound by these Terms and Conditions.

Failure to comply with these Terms and Conditions may result in your being refused participation in and/or removal from a Tour and THE OZONE without refund or any other form of compensation.

These Terms and Conditions incorporate and are to be read in conjunction with the Optus Stadium Conditions of Entry (available at www.optusstadium.com.au), a Rooftop Tour Declaration and Disclaimer, the Medical Form (if applicable), and all other health and safety information provided to you.

We retain the right to refuse your participation in, and/or remove you from, a Tour without refund or any other form of compensation if you do not comply with these Terms and Conditions.

ARRIVAL AT THE OZONE AT OPTUS STADIUM

1. You must arrive at THE OZONE at Optus Stadium at least 15 minutes prior to the start time of your Tour reservation. We are under no obligation to reschedule your participation in a Tour, or provide you with a refund, if you are late.
2. You will be provided with a locker for storage of your personal belongings, but you are advised not to bring items of value for storage in a locker. We do not provide storage facilities for large bags, luggage, prams (pushchairs or buggies) or umbrellas, for safety and security reasons.
3. We are not responsible for any damage, loss or theft of your personal property whilst you are at Optus Stadium, including from a locker we provide at THE OZONE for the duration of your Tour.
4. We may remove any items of property left at THE OZONE at the conclusion of your Tour. We will hold any such property for 7 days, after which we may dispose of the property at our discretion without incurring any liability to you.

COVID-19

5. The government of Western Australia has declared a State of Emergency and Public Health Emergency in response to the COVID-19 Pandemic. For the duration of the declared State of Emergency and Public Health Emergency the government may require that public health measures be implemented at Optus Stadium, to prevent, control or abate the risks associated with the COVID-19 pandemic. Optus Stadium will adhere to all public health measures that apply to the venue.
6. Patrons acknowledge that the government public health measures applicable to the venue will change from time to time. Notwithstanding any government public health measures, there remains an unquantifiable risk of transmission of viral illness, including COVID-19, and Patrons have considered that risk and their own personal circumstances (including any health conditions or vulnerability they may have or that of any other person whom Patrons will be in close contact with following attendance at Optus Stadium and/or the Stadium Park). For a small number of people viral illnesses, including COVID-19, have very serious health consequences. By attending Optus Stadium or the Stadium Park patrons acknowledge and accept these obvious risks.
7. Patrons who do not comply with the directions of Optus Stadium representatives, including any failure to comply with any government public health measures, may be refused entry and/or removed from Optus Stadium and/or the Stadium Park.

GENERAL HEALTH AND SAFETY

8. To participate in a Tour you must:
 - (a) satisfy any age, height and/or weight requirements (available at www.theozone.com.au);
 - (b) comply with the dress code requirements for (available at www.theozone.com.au); and
 - (c) be in good health.
9. We may refuse you entry to a Tour if we believe that your participation may adversely affect your health or safety, or the health or safety of our personnel or other patrons.
10. You are required to complete the Rooftop Tour Declaration and Disclaimer (and if you are under 18 years of age, your parent or legal guardian must complete the Rooftop Tour Declaration and Disclaimer) to participate in Tour.
11. You may be required to provide a Medical Form (available at www.theozone.com.au) to participate in a Tour. Please refer to the Rooftop Tour Declaration and Disclaimer for the medical conditions that require a Medical Form.

12. If a Medical Form is required it must be signed by a medical practitioner no more than 3 days prior to the date of your Tour, and a copy must be provided to our representatives at THE OZONE on the day of your Tour.
13. You may be breath tested and will be refused entry if you record a reading of 0.05 or above. You may otherwise be refused entry, or removed from THE OZONE, if we believe that you are under the influence of drugs.

PARTICIPATION IN A TOUR

14. Participation in a Tour will only be given on presentation of a confirmation email or voucher (**Ticket**) or a ticket and food & beverage package (**Package Ticket**), specific to the date and time as stated on the Ticket or Package Ticket.
15. You must comply with these Terms and Conditions, and the directions of our Tour guides, at all times.
16. You must exercise all due care and control for your own safety and for that of any other persons under your control or supervision whilst participating in a Tour.
17. Children must be accompanied by a responsible adult at all times, who will be responsible for their care and conduct whilst participating in a Tour.
18. You will be issued with a jumpsuit and security harness, that you are required to wear to participate in a Tour. We will provide a refund of the Ticket or Package Ticket price if you cannot wear the jumpsuit or harness and are unable to participate in a Tour.
19. You will be provided with an audio-device for use during a Tour. You are not required to use the audio-device, however you will not receive any refund of the Ticket or Package Ticket Price if you are unable or choose not to use the audio-device.
20. Areas of Optus Stadium accessible during a Tour, including all areas of the roof top, are subject to change on a daily, and on a tour by tour basis, at short notice, to accommodate operational requirements of Optus Stadium. Access to all areas of the rooftop is not guaranteed. You will not receive any refund, and we will not reschedule your participation in an alternative Tour, if areas of Optus Stadium, including the roof top, are modified during your Tour.
21. Concession cards, if used to purchase a Ticket or Package Ticket, must be presented on the day of your Tour. We are under no obligation to reschedule your participation in a Tour, or provide you with a refund, if you fail to present your concession card.
22. Lost or damaged Tickets and Package Tickets will only be replaced, for use on the date and time of the original Ticket or Package Ticket, on the presentation of proof of purchase and the provision of photo identification.
23. Tickets and Package Tickets must not be offered as prizes, offered for sale or resale, or resold or used for any unauthorised advertising, promotion, competition or commercial activity (including public competitions and trade promotions).

CANCELLATIONS AND REFUNDS

24. We may cancel or reschedule a Tour for safety or other operational reasons, including inclement weather (heavy rain, high winds, lightning, extreme temperatures). If we cancel a Tour, and you are unable to attend a rescheduled Tour, we will provide a refund of the Ticket or Package Ticket price.
25. Each Tour is specific to the date and time as stated on the Ticket. If you need to change your Tour reservation you must contact us at tours@theozone.com.au at least 24 hours prior to your Tour and we will reschedule your reservation. We are under no obligation to reschedule your participation in a Tour, or refund the Ticket or Package Ticket price, if you cancel your reservation within 24 hours of your Tour.

PRIVACY

26. We collect, disclose and otherwise handle your personal information, including any photographs or recordings, in accordance with the Optus Stadium Privacy Policy (available at www.optusstadium.com.au) and the Australian Privacy Principles under the Privacy Act 1988 (Cth).
27. By participating in a Tour you consent to our using, and where required sharing, your Personal Information with a third party, including any law enforcement agencies, in connection with investigating, documenting and/or analysing any breach or alleged breach of these Terms and Conditions.
28. We may photograph and record activities at Optus Stadium, including your participation in a Tour, from time to time and may use these photographs and recordings for any media or other purpose, including advertising or promotional purposes, without payment of any kind to you.

LIABILITY

29. You acknowledge that the Tour is a recreational activity, and admission to Optus Stadium and participation in a Tour is at your own risk. These risks include, but are not limited to, the risk of physical injury or death, the inducement or

exacerbation of medical conditions, and/or mental harm or distress. You acknowledge that your health, ability and conduct during a Tour will affect such risks.

30. If your Tour is cancelled or you cannot participate in a rescheduled Tour, and we have agreed to refund you the Ticket or Package Ticket price, no other compensation is payable to you. We are not liable for any loss or damage you incur, arising in connection with any cancellation or rescheduling of a Tour (including travel or other out of pocket expenses).
31. To the extent permitted by law all conditions, warranties, guarantees, rights, remedies, liabilities and other terms implied or conferred by statute, custom or the general law that impose any liability or obligation on the Operator are excluded under these Terms and Conditions.
32. If a supply under these Terms and Conditions is a supply of goods within the meaning of the Australian Consumer Law, nothing contained herein excludes, restricts or modifies the application of any provision, the exercise of any right or remedy, or the imposition of any liability under the Australian Consumer Law, provided that, to the extent that the Australian Consumer Law permits the Operator to limit its liability, then the Operator's liability shall be limited in accordance with the Australian Consumer Law.
33. To the extent permitted by law, by entering Optus Stadium and participating in a Tour you agree that the Operator and its personnel, representatives, servants and agents, shall not be liable to you, or anyone under your care and control, for any loss or damage (including without limitation incidental and consequential loss or damage) arising out of or in any way in connected with your participation in a Tour.
34. You indemnify and will keep indemnified the Operator and all Operator personnel against all costs, losses or damages arising out of or in any way connected with your participation in a Tour, or a breach by you of these Terms and Conditions, except to the extent the costs, losses or damages were caused or contributed to by the negligence of the Operator and/or the Operator personnel.
35. Nothing in clauses 30 to 35 (inclusive) limits or excludes our liability that cannot be excluded by law.

GENERAL

36. These Terms and Conditions are governed by the laws of Western Australia and the non-exclusive jurisdiction of the courts thereof.
37. We reserve the right to update, modify or change these Terms and Conditions from time to time. Any changes will be posted and available at www.theozone.com.au.