

OPTUS STADIUM

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VERTIGO - TERMS AND CONDITIONS

VERTIGO is operated by Venueslive Management Services (WA) Pty Ltd as agent for the Western Australian Sports Centre Trust, trading as VenuesWest (ABN 47 894197 015) (Operator, we, our).

By purchasing a ticket to VERTIGO, or participating in VERTIGO, 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 VERTIGO 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), VERTIGO 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, VERTIGO 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 VERTIGO reservation. We are under no obligation to reschedule your participation in VERTIGO, 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 VERTIGO experience.
4. We may remove any items of property left at THE OZONE at the conclusion of your VERTIGO experience. 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 and issued a number of Directions (including business and community activity directions) to prevent, control or abate the risks associated with the COVID-19 pandemic.
6. Further to these Directions,, and such other WA Government safety requirements or guidelines (which will change from time to time), when arriving for participation in VERTIGO you may be required to comply with:

- (a) the Operator's entry processes and procedures, which are in place at Optus Stadium to ensure that it is complying with the Directions;
- (b) physical distance guidelines at Optus Stadium, to ensure compliance with the Directions; and
- (c) the instructions of any Optus Stadium staff, including COVID Safety Marshals, as required further to any Directions or any approved COVID Safety Plan.

7. All patrons entering Optus Stadium and the Stadium Park are:

(a) required to register their attendance at Optus Stadium or the Stadium Park by scanning a QR code (located at entrances to Optus Stadium) using the SafeWA app on their mobile device OR completing the Optus Stadium manual paper-based COVID-19 Contact Register, where the Operator may refuse you entry to participate in a Tour, without refund or compensation of any kind, if you refuse to provide the required entry registration information;

(b) requested to advise Optus Stadium if you have:

i. a sore throat, fever (or recently had a fever), cough, shortness of breath, or have lost their sense of smell or taste;

ii. been in close contact with someone who has returned from overseas or an interstate declared COVID-19 'hot spot/exposure site' in the last 14 days;

iii. been in close contact with someone who works in healthcare, aged or residential care, who has had direct COVID-19 patient contact in the last 14 days;

iv. been notified by a state or territory public health authority that you are a close contact with someone diagnosed COVID-19 in the last 14 days; or

v. been in close contact with someone with symptoms of COVID-19 that is awaiting a test result in the last 14 days,

where the Operator may require that you not enter or leave the Stadium and Stadium Park, without refund or compensation of any kind, in any of the circumstances described above;

(c) avoid unnecessary contact i.e. shaking hands, hugging etc;

(d) maintain a physical distance where possible from others;

(e) practise good hand hygiene; and

(f) immediately notify an Optus Stadium representative if they begin to feel ill or are developing any COVID-19 symptoms (including fever, cough, sore/scratchy throat, shortness of breath).

8. You acknowledge that, even with rigorous capacity and control measures in place, there remains an unquantifiable risk of transmission of viral illness, including COVID-19, at this time and you have considered that risk and your own personal circumstances, including any health conditions or vulnerability you may have or that of any other person whom you will be in close contact with following attendance at THE OZONE, or elsewhere at Optus Stadium and/or the Stadium Park during your visit. You acknowledge that for a small number of people viral illnesses, including COVID-19, has very serious health consequences. By attending THE OZONE, or elsewhere at Optus Stadium and/or the Stadium Park, you acknowledge and accept these obvious risks.

9. If you fail to comply, or provide false or misleading information or documentation in relation to the COVID-19 measures described herein.

10. If you fail to comply with the directions of our personnel and representatives, including if you do not comply with any Directions issued by the WA State Government in regards to COVID-19, or if you provide false or misleading information of documentation, you may be committing an offence, punishable by imprisonment and/or a fine. You may also be refused entry to and/or removed from Optus Stadium and/or be subject to a ban.

General Health and Safety

11. To participate in VERTIGO 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.

12. We may refuse you entry to VERTIGO if we believe that your participation may adversely affect your health or safety, or the health or safety of our personnel or other patrons.

13. You are required to complete the VERTIGO Declaration and Disclaimer (and if you are under 18 years of age, your parent or legal guardian must complete the VERTIGO Declaration and Disclaimer) to participate in VERTIGO.

14. You may be required to provide a Medical Form (available at www.theozone.com.au) to participate in VERTIGO. Please refer to the VERTIGO Declaration and Disclaimer for the medical conditions that require a Medical Form.

15. If a Medical Form is required it must be signed by a medical practitioner no more than 7 days prior to the date of your VERTIGO experience, and a copy must be provided to our representatives at THE OZONE on the day of your VERTIGO experience.

16. 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 VERTIGO

17. Participation in VERTIGO 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.

18. You must comply with these Terms and Conditions, and the directions of our VERTIGO guides, at all times.

19. 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 VERTIGO.
20. Children must be accompanied by a responsible adult at all times, who will be responsible for their care and conduct whilst participating in VERTIGO.
21. You will be issued with a jumpsuit and security harness, that you are required to wear to participate in VERTIGO. 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 VERTIGO.
22. You will be provided with an audio-device for use during VERTIGO. 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.
23. Areas of Optus Stadium accessible during VERTIGO, 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 VERTIGO experience, if areas of Optus Stadium, including the roof top, are modified during your VERTIGO experience.
24. Concession cards, if used to purchase a Ticket or Package Ticket, must be presented on the day of your VERTIGO experience. We are under no obligation to reschedule your participation in VERTIGO, or provide you with a refund, if you fail to present your concession card.
25. 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.
26. 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

27. We may cancel or reschedule VERTIGO experiences for safety or other operational reasons, including inclement weather (heavy rain, high winds, lightning, extreme temperatures).
28. If we cancel VERTIGO, and you are unable to attend a rescheduled VERTIGO experience, we will provide a refund of the Ticket or Package Ticket price.
29. Each VERTIGO experience is specific to the date and time as stated on the Ticket. If you need to change your VERTIGO reservation you must contact us at tours@theozone.com.au. We are under no obligation to reschedule your participation in VERTIGO, or refund the Ticket or Package Ticket price, if you fail to contact us at least at least three (3) days prior to your VERTIGO experience.

Privacy

30. 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).
31. By participating in VERTIGO 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.

32. We may photograph and record activities at Optus Stadium, including your participation in VERTIGO, 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

33. You acknowledge that VERTIGO is a recreational activity, and admission to Optus Stadium and participation in VERTIGO is at your own risk. These risks include the risk of physical injury or death, the inducement or exacerbation of medical conditions and mental harm or distress. You acknowledge that your health, ability and conduct will affect such risks. Subject to clause 35, to the extent VERTIGO is a "recreational service" within

the meaning of section 139A of the Competition and Consumer Act 2010 (Cth), we exclude all:

- (a) liability for death or personal injury in relation to supply of recreational services;
- (b) express or implied warranties and conditions, including without limitation that VERTIGO will be provided with reasonable care and skill.

34. If your VERTIGO experience is cancelled or you cannot participate in a rescheduled VERTIGO experience, 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 VERTIGO (including travel or other out of pocket expenses).

35. 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.

36. 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.

37. To the extent permitted by law, by entering Optus Stadium and participating in VERTIGO 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, loss or damage caused by the negligence of the Operator or its personnel, servants and agents and incidental and consequential loss or damage) arising out of or in any way in connected with your participation in VERTIGO.

38. 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 VERTIGO, or a breach by you of these Terms and Conditions.

39. Nothing in clauses 33 to 38 (inclusive) limits or excludes our liability that cannot be excluded by law. General

40. These Terms and Conditions are governed by the laws of Western Australia and the non-exclusive jurisdiction of the courts thereof.

41. 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.