

# OPTUS STADIUM

## Optus Stadium Tours – Terms and Conditions

Optus Stadium Tours is 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**).

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 Optus Stadium without refund or any other form of compensation if you fail to comply with these Terms and Conditions.

These Terms and Conditions are to be read in conjunction with the Optus Stadium [Conditions of Entry](http://www.optusstadium.com.au) (available at [www.optusstadium.com.au](http://www.optusstadium.com.au)).

### Arrival at Optus Stadium

1. You should arrive at least 15 minutes prior to the start time of your Tour. The Operator is under no obligation to reschedule your participation in a Tour and will have no liability to refund the price of a Ticket or Package Ticket if you are late.
2. The Operator is not able to provide storage facilities for bags, luggage, prams (pushchairs or buggies) at Optus Stadium for safety and security reasons. You are solely responsible for any personal belongings you bring on the Tour.

### Covid-19

3. 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.
4. 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.
5. 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

6. Prior to participating in a Tour the Operator may require that you undergo a general health assessment.
7. The Tour is suitable for customers with impaired capabilities. Medical conditions and assistance requirements must be notified to Optus Stadium at the time of booking, and again at any change of circumstance. We recommend you contact our bookings team to discuss any specific requirements and to make necessary arrangements.
8. You will be refused entry, or removed from Optus Stadium, if you engage in any unsafe or unacceptable behavior, including without limitation threatening or abusive behaviour towards other patrons or staff, or being under the influence of alcohol or drugs.

### Participation in a Tour

9. You must comply with the Optus Stadium [Conditions of Entry](http://www.optusstadium.com.au) (available at [www.optusstadium.com.au](http://www.optusstadium.com.au)) and the directions of your Tour guide at all times.
10. 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 the Tour.
11. Children must be accompanied by a responsible adult at all times, who will be responsible for their care and conduct whilst participating in the Tour.
12. The Tour will take approximately 90 minutes to complete and will operate in all weather conditions (including rain).
13. No food or drink may be brought into Optus Stadium, other than bottled drinking water.

14. Smoking is not permitted during the Tour.
15. No animals (other than registered assistance dogs) will be admitted inside Optus Stadium.
16. Areas of the Stadium accessible during a Tour are subject to change on a daily, and Tour by Tour basis, at short notice, to accommodate operational requirements of the Stadium. Access to all areas of the Stadium is not guaranteed, and the Operator has no obligation to provide an exchange or refund of the price Ticket or Package Ticket.
17. You are not permitted on the main pitch at any time (but may enter onto the perimeter astro turf, where approved by the Tour guide), and you are not permitted to enter prohibited or restricted areas (which may vary without notice).
18. Audio visual equipment may only be used for personal use, and not for commercial gain.
19. You must not deface, damage or remove any property of Optus Stadium.
20. The Operator will be entitled to remove any items of property left at Optus Stadium at the conclusion of a Tour. Any such property will be retained by the Operator for a period of 7 days only and thereafter may be disposed of by the Operator at its absolute discretion without incurring any liability to you.

### **Tickets and Package Tickets**

21. 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**).
22. Children under the age of 5 (accompanied by a paying adult) and carers (on presentation of a valid companion card) are admitted free of charge.
23. Children under the age of 12 must be accompanied by a paying adult.
24. Concession cards, if used to purchase a Ticket or Package Ticket, must be presented on the day of the Tour. Failure to present a concession card may result in your being denied access to Optus Stadium.
25. If your Ticket or Package Ticket is lost, stolen, or damaged and illegible please contact the Operator. Tickets and Package Tickets will only be replaced 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).

### **Group Tours**

27. Group Tours are available for bookings of ten (10) or more people, and are only available outside public Tour start times (not commencing at 10am, 11am, 1pm or 3pm).
28. Group Tour participant numbers and final payment must be received no later than one (1) week prior to the confirmed Group Tour date. Non-payment by this deadline will result in immediate cancellation of the Group Tour booking.

### **Cancellations and Refunds**

29. 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.
30. 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](mailto: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.
31. Cancellations and/or changes to the Group Tour participant numbers must be provided in writing to [tours@optusstadium.com.au](mailto:tours@optusstadium.com.au) at least three (3) days prior to the scheduled Group Tour. Changes to a Group Tour booking are subject to availability.
32. There are administrative costs associated with cancellations and changes to Group Tour bookings. Due to these costs if a Ticket or Package Ticket for a Group Tour is cancelled or changed within three (3) days of the scheduled Tour you will not be entitled to any refund of the Ticket or Package Ticket price.

## Privacy

33. If you are required to provide your Personal Information to the Operator we will deal with your Personal Information in accordance with the *Privacy Act 1988* (Cth) and the Optus Stadium Privacy Policy, which is available at <https://optusstadium.com.au/>.
34. By participating in a Tour you consent to the Operator 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 of Entry.
35. The Operator may photograph and record Tours, 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

36. You acknowledge that the Optus Stadium Tour is a recreational activity, and admission to Optus Stadium and participation in the Tour 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. To the extent the Optus Stadium Tour is a "recreational service" within the meaning of section 139A of the Competition and Consumer Act 2010 (Cth), and to the extent permitted by law, the Operator and all Operator personnel 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 the Optus Stadium Tour will be provided with reasonable care and skill.
37. 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.
38. If a supply under these Terms and Conditions is a supply of goods or services to a consumer 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 to:
  - (a) in the case of services, supplying the services again or payment of the cost of having the services supplied again; and
  - (b) in the case of goods, replacing the goods, supplying equivalent goods or repairing the goods, or payment of the cost of replacing the goods, supplying equivalent goods or having the goods repaired.
39. 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, 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 a Tour.
40. 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 in 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.
41. Nothing in clauses 39 to 43 (inclusive) limits or excludes the liability of the Operator or the Operator personnel for any liability that cannot be excluded under applicable law.

## General

42. The Operator will be entitled to remove any items of property left at Optus Stadium at the conclusion of a Tour. Any such property will be retained by the Operator for a period of 7 days only and thereafter may be disposed of by the Operator at its absolute discretion without incurring any liability to you.
43. These Terms and Conditions are governed by the laws of Western Australia and the non-exclusive jurisdiction of the courts thereof.
44. The Operator reserves the right to update, modify or change these Optus Stadium Tours Terms and Conditions from time to time. Any changes will be posted and available at <https://optusstadium.com.au>.