

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, we, us, 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 the Tour without refund or any other form of compensation.

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

ARRIVAL AT OPTUS STADIUM

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

GENERAL HEALTH AND SAFETY

- Prior to participating in a Tour we may require that you undergo a general health assessment.
- The Tour is suitable for customers with impaired capabilities. Medical conditions and assistance requirements must be notified to our staff 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.
- If you are feeling unwell whilst at the Stadium or the Stadium Park please seek medical attention from our staff.

PARTICIPATION IN A TOUR

- You must comply with the directions of your Tour guide at all times.
- 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.
- 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.
- The Tour will take approximately 90 minutes to complete and will operate in all weather conditions (including rain).
- No food or drink may be brought on the Tour, other than bottled drinking water.
- 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.
- 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).
- You must not deface, damage or remove any property of the Stadium.

TICKETS AND PACKAGE TICKETS

- 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).
- 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.
- Children under the age of 12 must be accompanied by a paying adult.
- 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 unable to participate in the Tour.
- If your Ticket or Package Ticket is lost, stolen, or damaged and illegible please contact our staff. Tickets and Package Tickets will only be replaced on the presentation of proof of purchase and the provision of photo identification.
- 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

- Group Tours are available for bookings of ten (10) or more people, and are only available outside public Tour start times.
- 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

- 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.
- 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.
- Cancellations and/or changes to the Group Tour participant numbers must be provided in writing to 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.
- 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.
- 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).

PRIVACY

- 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/>.

LIABILITY

- The Optus Stadium Tours is a recreational activity, and admission to the 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/or mental harm or distress. You acknowledge that your health, ability and conduct during the Tour will affect such risks.
- To the extent the Optus Stadium Tours 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, we and our personnel exclude all:
 - liability for death or personal injury in relation to supply of recreational services;
 - express or implied warranties and conditions, including without limitation that the Optus Stadium Tours will be provided with reasonable care and skill.
- 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 us are excluded under these Terms and Conditions.
- 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 us to limit our liability, the our liability shall be limited to:
 - in the case of services, supplying the services again or payment of the cost of having the services supplied again; and
 - 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.
- To the extent permitted by law, by entering the Stadium and participating in a Tour you agree that we, and our staff, 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 our negligence 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.
- Nothing herein limits or excludes our liability that cannot be excluded under applicable law.

GENERAL

- We may remove any items of property left at the Stadium at the conclusion of a Tour. Any such property will be retained for a period of 7 days only, and we may then disposed of the property at our absolute discretion without incurring any liability to you.
- These Terms and Conditions are governed by the laws of Western Australia and the non-exclusive jurisdiction of the courts thereof.
- We may update, modify or change these Optus Stadium Tours Terms and Conditions from time to time. Any changes will be posted and available at [Optus Stadium Tours - THE OZONE](#).