

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, 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 a Tour and THE OZONE 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 (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.
- 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.
- We are not responsible for any damage, loss or theft of your personal property whilst you are at the Stadium, including from a locker we provide at THE OZONE for the duration of your Tour.

GENERAL HEALTH AND SAFETY

- To participate in a Tour you must:
 - satisfy any age, height and/or weight requirements (available at www.theozone.com.au);
 - comply with the dress code requirements for (available at www.theozone.com.au); and
 - be in good health.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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 guides 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 a Tour.
- 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.
- No food or drink may be brought on the Tour.
- 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.
- 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.
- Areas of the 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 the 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 the Stadium, including the roof top, are modified during your Tour.
- You must not deface, damage or remove any property of the Stadium.

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).
- Concession cards, if used to purchase a Ticket or Package Ticket, must be presented on the day of your 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).

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.
- 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

- Each Tour is a recreational activity, and admission to the Stadium and participation in a 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 a Tour will affect such risks.
- To the extent each 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, 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 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 Terms and Conditions from time to time. Any changes will be posted and available at www.theozone.com.au.