

OPTUS STADIUM

Melbourne Cup 2021 at Optus Stadium– Terms and Conditions

Attendance at the Melbourne Cup 2021 at Optus Stadium (Event) is subject at all times to all patrons (Patrons) complying with these Terms and Conditions and the [Conditions of Entry](#) while at Optus Stadium (available at www.optusstadium.com.au). By purchasing a ticket to the Event you are deemed to have read, and agreed to be bound by, these Terms and Conditions and the [Conditions of Entry](#).

These Terms and Conditions relate both to the sale of tickets and attendance at the Event. They apply to both the purchaser and any ticketholder. Failure to comply may result in the Patron being removed from Optus Stadium.

Tickets

1. Tickets will be delivered via pdf format and must be shown on arrival at the Event. Patrons will then be issued with a unique colour coded identifying wristband for entry to the Event. Confirmation of your Ticket purchase, in the form of the pdf ticket, is required to ensure we are able to authenticate and verify your Ticket purchase against our Patron list generated through the ticketing platform.
2. Tickets to the Event are inclusive of a food & beverage package. By submitting your credit card details to Optus Stadium you, the cardholder, hereby authorise Optus Stadium to charge your credit card for any Ticket, or any other food and beverage charges (**Authorised Amount**) incurred by you and/or your guests attending at the Event. The Authorised Amount will be charged to your credit card at the time of purchase. It is your responsibility to ensure there are sufficient funds available on the credit card for payment of the Authorised Amount. Please contact Optus Stadium if you believe there has been an error in the Authorised Amount charged to your card. <https://optusstadium.com.au/about/contact-us/>.
3. While Optus Stadium takes all reasonable care to ensure that Tickets are correctly priced and only available for sale when intended, sometimes errors may occur. Optus Stadium may cancel an order made as a result of any such error, although in the case of a pricing error Optus Stadium will endeavor to contact you to give you the option of purchasing the Ticket at the correct price.
4. Subject to the WA Ticket Scalping Act 2021 (Act) that permits re-selling up to a certain threshold, tickets to events held at Optus Stadium must not be resold at a premium. If a Ticket is purchased or suspected to have been purchased in contravention of the Act the bearer of the Ticket may be denied admission to the Event.
5. Tickets must not be used in any form of advertising, promotional or other commercial purposes (including, without limitation, competitions). If a Ticket is sold or used or suspected to have been sold or used in contravention of this condition the bearer of the Ticket may be denied admission to the Event.

General

6. Patrons must behave in a responsible and considerate manner at all times and must not engage in any conduct deemed unacceptable by the Operator. Conduct deemed unacceptable includes, but is not limited to, threatening or abusive behaviour, being intoxicated or under the influence of illicit drugs, smoking during the Event, theft of Optus Stadium property, or entering prohibited or restricted areas (which may vary without notice).
7. No food or drink may be brought into Optus Stadium, other than bottled drinking water.
8. Optus Stadium operates in accordance with the Liquor Control Act 1988 (WA). Optus Stadium's alcohol management policy requires that guests purchase food in conjunction with the consumption of alcohol. Responsible service of alcohol is monitored and strictly enforced.
9. Patrons believed to be 25 years or younger will be required to provide valid identification. Underage persons purchasing or consuming alcohol, or persons supplying alcohol to underage patrons will be reported to the WA Police and may be fined in accordance with the Liquor Control Act 1988 (WA).
10. Optus Stadium is legally obliged to refuse liquor service to any guests who are intoxicated or behaving in an intoxicated manner that is affecting the enjoyment of other patrons and guests.
11. Optus Stadium reserves the right to eject you and your guests who are disruptive and/or behaving in an antisocial manner or if we reasonably consider it necessary to do so in accordance with the Liquor Control Act 1988 (WA).
12. Areas of the Stadium accessible for the Event are subject to change, at short notice, to accommodate operational requirements of the Stadium.
13. Optus Stadium reserves the right to add, withdraw, reschedule or substitute artists, vary advertised programmes, and/or alter the format of the Event (including without limitation guest celebrity attendees), and areas accessible for the Event, without any obligation to exchange or refund the price of a ticket (Ticket). Optus Stadium is not liable for any change or variation to the format of the Event.

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14. Medical conditions and assistance requirements, and any change of circumstance, must be notified to Optus Stadium at the time of booking or as soon as possible prior to the Event. We recommend you contact our bookings team to discuss any specific requirements and to make necessary arrangements.
15. Admission to Optus Stadium, and participation in the Event, is at the Patron's own risk. The Operator is not liable to the Patron for any loss, injury or damage sustained within Optus Stadium or the Stadium Park, save where caused by the negligence of the Operator.
16. The Operator is not able to provide storage facilities at Optus Stadium for safety and security reasons. The Patron is solely responsible for any personal belongings it brings on the Event.
17. Optus Stadium will be entitled to remove any items of property left at Optus Stadium by a Patron at the conclusion of the Event. Any property so removed will be retained by Optus Stadium for a period of 7 days and thereafter will be deemed abandoned and may be disposed of by Optus Stadium at its absolute discretion without incurring any liability to the Patron.
18. The use of audio visual recording equipment for commercial gain is prohibited. Audio visual equipment may only be used for personal use. As a condition of entry to Optus Stadium the Patron assigns to the Operator (by way of present assignment of future copyright) all copyright in any photographs or recording made in breach of this prohibition
19. Optus Stadium may vary these Terms and Conditions at any time by updating them. Any variations will only apply to ticket purchases made after these Terms and Conditions have been updated.

Cancellations and Refunds

20. The Operator may cancel or reschedule the Event for any reason (including operational requirements of the Stadium and/or in the interests of public safety). If the Event is cancelled or rescheduled by the Operator, and a Patron is unable to attend a rescheduled Event, the full price of the Ticket will be refunded. No other compensation will be payable to the Patron, and the Operator will not otherwise be liable to the Patron in any respect for any loss or damage arising in connection with the cancellation or rescheduling of the Event (including travel or other out of pocket expenses). Proof of purchase will be required for any refund or exchange.
21. Optus Stadium does not offer refunds or exchanges for Tickets to the Event as a result of a change in a Patron's personal circumstances.

Privacy

22. If you are required to provide your Personal Information to Optus Stadium 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/>.
23. By purchasing a Ticket and/or attending the Event 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.
24. Optus Stadium may photograph and record the Event and Patrons 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 Patrons.
25. For the safety and security of Patrons and other Stadium occupants closed circuit television (CCTV) cameras are in use at Optus Stadium. Photographs and recordings of Patrons may be shared with the police and other authorities.