

Booking Form

Full Company Name: _____ ABN: _____

Booking Contact: _____

Postal Address: _____

To ensure prompt delivery of your hospitality package, please provide a street mailing address other than a PO Box

Phone: _____ Mobile: _____

Email: _____

Match	Venue	Package	Price per person*	No. People	Total \$
Grand Total					\$

*All prices are per person and include GST

Payment Options

Please indicate your payment preference in the box provided

☐ 100% Payable on application Electronic ☐ 30% Deposit on application and balance due 1 April, 2019

☐ Transfer: **Optus Stadium**

Bankwest – BSB: 306 089 – Account Number: 3654719

Please quote Company or Customer Name on reference line.

Credit Card (please tick) ☐ Visa ☐ Mastercard ☐ American Express

Card number:

CCV:

Name on card: _____ Amount: \$ _____

☐ I will forward payment after receipt of tax invoice

Signature: _____ Name: _____ Date: _____

For and on behalf of: _____ Position: _____
(Company name)

By signing this form the purchaser agrees to be bound by the 2019 Rugby Hospitality Terms & Conditions (overleaf) and agrees that personal information collected on this form shall be used in accordance with ARU's Privacy Policy and the Privacy Act 1988 (Cth) (for full details see www.rugbyaustralia.com.au). * Cheques will only be accepted where cleared funds are received by the ARU or Agent at least 10 days prior to the Match.

OFFICE USE ONLY

Date Received: _____ Invoice #: _____ ID #: _____
Inventory Confirmed: _____ Tickets Released: _____

2019 RUGBY HOSPITALITY TERMS AND CONDITIONS

The completed, signed and dated booking form (overleaf) [**Form**] and these terms (including any incorporated terms), form a legally binding contract [**Agreement**] between the company named on the Form [**Client**] and the Australian Rugby Union Limited ABN 36 002 898 544 [**Rugby AU**]. This Agreement sets out the terms on which the Client will acquire, and the Rugby AU or its Agent will supply, the Rugby Hospitality Package in relation to inbound 2019 Test Match/es.

- 1 Agent means the Rugby AU's hospitality program partner, SEL and its relevant subagents as notified by the SEL or Rugby AU or Agent to the Client
 - 2 **Rugby Hospitality Package** means the hospitality package supplied by the Rugby AU (or its Agent on behalf of the Rugby AU) to the Client to a rugby test match (the **Match**) at the venue notified by Rugby AU or Agent, which includes:
 - (a) in relation to corporate suites and boxes, admission to a hospitality facility, a Match ticket (the **Ticket**), food and beverage (where relevant), official Match program and other benefits as notified by Rugby AU or Agent; or
 - (b) in relation to all other corporate functions, admission to a hospitality event, a Match ticket (the **Ticket**), food and beverages, official Match program and other benefits as notified by Rugby AU or Agent.
 - 3 The Client must pay the Rugby AU or Agent the Rugby Hospitality Package price in full to ensure confirmation of the booking and receipt of Tickets.
 - (a) The Client must pay a 35% non-refundable deposit within thirty days (30) from invoice and the Client must pay the balance no later than 12 weeks before the Match.
 - (b) However, where a Rugby Hospitality Package is purchased within 12 weeks or less of a Match, the Client must make payment in full at the time of booking.
- Cheques will only be accepted where cleared funds are received by the Rugby AU or Agent at least 10 days prior to the Match.
- 4 The Rugby AU or Agent reserves the right to cancel any booking that has not been paid within thirty (30) days from invoice, or paid in full prior to the Match and, without further notice, allocate the booking to a third party.
 - 5 The Client must:
 - (a) confirm all details of its requirements at least 30 days before each Match (or upon booking where a Rugby Hospitality Package is purchased less than 30 days before a Match) including total guest numbers and dietary requirements;
 - (b) not erect, fix or display any goods, materials, advertisements or promotional material in, on or around the venue, without the prior written consent of the Rugby AU or Agent;
 - (c) comply with all reasonable directions given by Rugby AU or Agent from time to time (and the obligations referred to in the Privacy Notification below); and
 - (d) comply with all ticket conditions specified on Tickets issued as part of the Rugby Hospitality Package.
 - 6 If the purchase of the Rugby Hospitality Package is cancelled by the Client or cancelled by the Rugby AU or Agent in accordance with paragraph 4, the following cancellation charges apply:
 - (a) where cancellation is made more than 12 weeks (84 days) before the Match, the Rugby AU or Agent will retain 35% of the Rugby Hospitality Package price (the non-refundable deposit);
 - (b) where cancellation is made 84 days or less before the Match, the Rugby AU or Agent will retain the full amount of the Rugby Hospitality Package price
 - (c) cancellation or alterations of bookings will be accepted at the sole discretion of the Rugby AU or Agent. In the event of the Client wishing to alter or cancel the booking any such alteration or cancellation must be confirmed in writing to the Rugby AU or its Agent.
 - 7 Following receipt of full payment for the Rugby Hospitality Package, the Rugby AU or Agent will distribute hospitality passes and event information to the Client approximately 14 days before each Match. The Rugby AU or the Agent may choose to distribute Tickets at the hospitality event immediately prior to the Match.
 - 8 It is an essential condition of this Agreement and of the right of admission to the Match conferred on the holder of a Ticket that the Client and each subsequent holder of the Ticket agrees with Rugby AU or Agent that it will comply with the following ticket conditions (or such other condition as notified by Rugby AU or Agent):

Sale of this ticket creates a contract between the Rugby AU or Agent and the purchaser which gives the purchaser a transferable but conditional licence for admission to the specified match. The licence will automatically terminate if the purchaser or any subsequent transferee: (a) resells this ticket at a premium; (b) resells this ticket through a broker or agent; (c) advertises or offers this ticket for resale on the internet or in any other medium; or, (d) uses this ticket for advertising, promotion or other commercial purpose (including competitions or trade promotions) or to enhance the demand for other goods or services, without the prior, written permission of the Rugby AU or Agent. The Rugby AU or Agent has the right to deny admission if the licence has terminated.

2019 RUGBY HOSPITALITY TERMS AND CONDITIONS (continued)

9 Except for those required or implied by legislation, the Rugby AU or Agent gives no express warranty in relation to products and services supplied to the Client, and the Client acknowledges that it has not relied on any representation or warranty made by or on behalf of the Rugby AU or Agent. Certain legislation (including the *Competition and Consumer Act 2010* [Cth]) may imply conditions and warranties into these terms and conditions. To the extent that such conditions and warranties may lawfully be excluded, all such conditions and warranties are expressly excluded. The liability of the Rugby AU or Agent under or arising out of the supply of goods and services for breach of any term, condition or warranty implied in or imposed upon the supply of goods and/or services by legislation, shall be limited, at the option of the Rugby AU or Agent to:

- (a) If the breach or liability relates to goods:
 - i. the replacement of the goods or the supply of equivalent goods; or
 - ii. the payment of the cost of replacing the goods or of acquiring equivalent goods;
- (b) if the breach or liability relates to services:
 - i. the supplying of the services again; or
 - ii. the payment of the cost of having the services supplied again.

Except as expressly provided above, the Rugby AU or Agent shall not be under any liability to the Client in respect of any loss or damage (including consequential or indirect loss or damage or loss of profits) however caused, which may be suffered or incurred or which may arise directly or indirectly in respect of the Rugby Hospitality Package, any services supplied by the Rugby AU or Agent or the failure of the Rugby AU or Agent to comply with these terms and conditions.

- 10 The Rugby AU or Agent excludes all liability to the Client in tort (including negligence) or bailment for acts or omissions of the Rugby AU, Agent, its employees and contractors arising out of or in relation to the Rugby Hospitality Package, any delay or other failure in supplying goods or services for this Agreement.
- 11 If the Client fails to comply with the terms and conditions of this Agreement, the Rugby AU or Agent may, without limiting any of its other rights, cancel the Client's booking and/or deny associated Ticket holders admission to the Match(es) and/or the associated hospitality function(s).

Privacy Notification

Information about Ticket holders and other individuals

In providing the Rugby Hospitality Package under this Agreement, the Rugby AU may seek and collect personal information, including sensitive information (as those terms are defined in the *Privacy Act 1988* [Cth]) from Client about third parties, including the holders of Tickets.

The Client must provide all notifications and obtain all consents required by the Privacy Act to enable the Rugby AU to collect and otherwise handle information about individuals lawfully, as required for Rugby AU or Agent's business (including marketing), and without taking any further steps. This may require Client to inform those third parties of the matters set out in this Privacy Notification or of other matters advised by the Rugby AU or Agent to the Client from time to time.

Information collected

In the course of conducting their businesses, the Rugby AU or Agent may collect personal and sensitive information about individuals including the names, professional positions and contact details of attendees at Matches and hospitality events, details of the company, firm or entity with which the attendee is associated including the relevant business unit, and details of any special requirements. If the Rugby AU or Agent are not provided with the personal information sought, they may not be able to fully provide their services.

Use and disclosure of personal information

The Rugby AU may share personal information with third parties including associated local and overseas entities, professional advisers and organisations with whom they have co-promotional arrangements (and any third parties used in administering those arrangements). The Rugby AU may also share personal information with other service providers including organisations that assist them by providing archival, auditing, professional advisory, data and document processing, mailing, delivery, technology and security services.

In addition to providing services, the Rugby AU or Agent may use and disclose personal information if required or authorised by law, where a third party acquires or considers acquiring an interest in Rugby AU or Agent, and for purposes related to research, planning, service development, security and risk management and as otherwise permitted by the Privacy Act.

The Rugby AU may also use and disclose personal information to keep individuals informed of their services, events and other matters which they consider may be of interest to them, and to build and maintain a relationship with individuals. Individuals can advise the Rugby AU that they do not wish to be contacted for those purposes, by contacting the Rugby AU Privacy Officer on the details below. If Client is an individual, Client authorises Rugby AU or Agent to collect, use and disclose Client's personal and sensitive information as set out in this Privacy Notification.

Access

Individuals wishing to request a copy of Rugby AU policy on its management of personal information, or to access personal information which Rugby AU may hold about them, should contact the Rugby AU Privacy Officer as follows:

The Privacy Officer
 Rugby Australia
 PO Box 800
 Surry Hills NSW 2010
 Phone: (02) 8005 5555
 Email: privacy@rugby.com.au