

SYDNEY SWANS EVENTS AND HOSPITALITY TERMS AND CONDITIONS

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Definitions

Event – refers to the Sydney Swans Event, being an official Club event held on a match day and those held on non-match days. For the purpose of clarity, “Event” also refers to the match day itself.

Facility – refers to a box, suite or dining room within a Host Stadium

Client – refers to the person, persons, or company purchasing into the “Event”

Host Stadium – refers to any Stadium within Australia and New Zealand where official AFL matches are held.

Host Venue – refers to any Venue within Australia and New Zealand where official AFL or Sydney Swans Events are held.

Booking form – refers to the online booking form for Sydney Swans Events and Sydney Swans Hospitality, and paper booking forms for Sydney Swans Hospitality.

1. Payment

- 1.1. Payment options include credit card, EFT or cheque
- 1.2. The Sydney Swans accept Visa, MasterCard, Diners and American Express.
 - 1.2.1. Payment by credit card will incur a 2.2% surcharge to cover costs.
- 1.3. Payments made by EFT must be accompanied by an email confirmation of remittance details.
 - 1.3.1. EFT payments do not incur a surcharge.
- 1.4. All cheques are to be made out to Sydney Swans Ltd.
- 1.5. All Event and Facility payments must be paid in full.
- 1.6. Upon receipt by the Sydney Swans of the Booking Form, unless credit card details are supplied, the Client will be issued with a tax invoice which is payable within fourteen (14) days of the date of the invoice or no later than ten (10) days prior to the event date (whichever occurs first)
- 1.7. No Event or Facility ticket/package is confirmed until full payment has been received
- 1.8. Tickets will not be released until full payment has been received
- 1.9. Where applicable, tickets will be issued within seven (7) business days of received payment, or no later than seven (7) days prior to the scheduled event should tickets not be available at the time of payment

1.10. All costs are in Australian Dollars (AUD) and include GST.

2. Cancellation

2.1. Any cancellations must be made in writing

2.2. Where you cancel:

2.2.1. More than 56 days prior to the event a full refund will be supplied

2.2.2. Between 56 and 28 days prior to the event 50% of the fee will be retained by the Club

2.2.3. Less than 28 days prior to the event the full amount will be retained by the Club

2.2.4. Tickets cannot be transferred to an alternate Event day in lieu of cancellation without the express written permission of the Sydney Swans. The decision to transfer is at the Sydney Swans absolute discretion

2.3. Cancellation by the Sydney Swans

2.3.1. The Sydney Swans may cancel the Event at its discretion or offer alternative dates or venues without notice if:

2.3.2. The venue is unfit for use or other reasonable cause; or

2.3.3. If the AFL cancels the event; or

2.3.4. You are in breach of any provision of the Booking Form

2.4. Where the Sydney Swans cancel the individual or group booking for reasons other than those set down in clause 2.3.1 to 2.3.4, the Sydney Swans may refund the Fee in part or in full at the Sydney Swans absolute discretion. Where the Sydney Swans cancel the agreement for the reasons set down in clause 2.3.4 you will be liable for the cancellation penalties as outlined in clause 2.2

2.5. The Sydney Swans will not be liable for any loss or damage arising out of the cancellation of this Booking pursuant to this clause.

2.6. Cancellation by another party

2.6.1. Once Host Stadium or Host Venue gates/doors are open on the day of the event to which this Booking relates, all bookings will go ahead

2.6.2. The AFL will decide if a match day is to be cancelled or delayed due to poor weather. If poor weather causes a cancellation decision after the gates are opened on the original event day, the Booking will still apply. Should the event then be transferred to another day, the Sydney Swans is under no obligation to supply additional Event or Facility tickets or related catering.

3. Re-scheduling

3.1. Venues and catering are quoted based on specific event dates. In the case of rescheduling the Booking will need to be re-quoted in full

4. Indemnity

4.1. You indemnify the Sydney Swans against any loss or property damage to the Host Stadium premises arising out of your use thereof during the period of this agreement and for any personal injury, death or loss of or damage to any property or any person arising out of or as a consequence of your use of the Host Stadium premises or services except that such loss, damage, injury or death arises from the negligent act or omission of the Sydney Swans.

5. Alterations to Corporate Facilities – SCG and ANZ Stadium

5.1. Both the SCG and ANZ Stadium are multi use venues and corporate hospitality spaces, suites and boxes (Facilities) can be hired out on non-match days to other clients. Due to this, Clients must submit to the Sydney Swans at

least six (6) weeks prior to the first Event of the season any requests to theme a corporate hospitality space (Facility).

- 5.2. The Sydney Swans will liaise with the relevant venue on behalf of the client around permission to theme a Facility
- 5.3. All requests for physical alterations to Facilities must be received in writing to the Sydney Swans and is subject to approval by the Club and the Venue
- 5.4. All theming in corporate hospitality spaces must be removable between Event days and not fixed to the venue infrastructure. No permanent infrastructure will be allowed
- 5.5. Should there be no functions scheduled in a Facility between Event days the Sydney Swans will work with the venue/s to keep the theming in place. However, this will be under the condition that should there be a last minute booking for the space the theming must be removed at short notice
- 5.6. Where possible, a minimum of five (5) days notice will be provided in writing when items are to be removed however this is not guaranteed
- 5.7. All access to the Host Stadium to install/remove theming must be arranged through the Sydney Swans a minimum of 48 hours prior to the arrival of personnel. Access will be subject to venue approval
- 5.8. All alterations to Facilities and related installation and removal costs are at the expense of the Client
- 5.9. The corporate facility must be returned to the same condition as it was supplied in

6. Conduct

- 6.1. The Client agrees to abide by any rules of the Host Stadium or Host Venue at which the Booking has been purchased, including but not limited to, behaviour, smoking and the consumption of alcohol and any relevant legislation, policies or guidelines.
- 6.2. The Client agrees to follow any instruction reasonably given by personnel of the Host Stadium or Venue, relevant State authorities, the AFL or the Sydney Swans.
- 6.3. You acknowledge that the Sydney Swans is entitled, without incurring any liability whatsoever, to refuse admission or cause to be removed from the Host Stadium or Venue premises, any person guilty of misconduct or committing any breach of the AFL Conditions of Entry, the Host Stadium Conditions of Entry or the Sydney Swans Constitution
- 6.4. Where the Sydney Swans is required to close a facility, or remove guest/s from a facility, you will have been deemed to have breached this Booking and the full amount of the Booking will be retained by the Sydney Swans and the Sydney Swans will not be liable for any loss or damage to you or your guests as a result of any action taken in accordance with clause 4.1

7. Age:

- 7.1. Certain Sydney Swans Events are not suitable for guests under the age of 18. Where this is the case, the Sydney Swans will advise in advance of purchase on the Sydney Swans website at www.sydneyswans.com.au/events and/or at www.sydneyswanshospitality.com.au
- 7.2. Tickets cannot be purchased for guests under the age of 18 when restrictions apply. Clients will not be reimbursed for the incorrect purchase of a ticket for a minor into an event which does not allow it, unless it falls into the relevant cancellation timelines noted in Clause 2.
- 7.3. Corporate Box Facility

- 7.3.1. There are no age restrictions for children in outdoor corporate boxes but children are to be supervised at all times and must meet minimum dress standards, as noted in Clause 8
- 7.3.2. Children aged five (5) and under as at January 1 each year are entitled to enter the Host Stadium (home and away season only) at no charge; however they must not occupy a seat.
- 7.4. Corporate Suite Facility
 - 7.4.1. There are no age restrictions for children in corporate suites but children are to be supervised at all times and must meet minimum dress standards, as noted in Clause 8.
 - 7.4.2. Children aged five (5) and under as at January 1 each year are entitled to enter the Host Stadium (home and away season only) at no charge; however they must not occupy a seat.
- 7.5. Chairman's Club Event
 - 7.5.1. Persons under the age of 18 years are not be permitted into the Chairman's Club Event
- 7.6. Inside 50 Event
 - 7.6.1. Persons under the age of 18 years are not be permitted into the inside 50 Function
- 7.7. Major Club Events
 - 7.7.1. Persons under the age of 18 years are not permitted into major Club Events, including, but not limited to, the Sydney Swans Guernsey Presentation and Hall of Fame Dinner, presented by Volkswagen, the Sydney Swans Ladies Lunch, made Possible by QBE and the Sydney Swans Club Champion Dinner.
- 7.8. Other Events
 - 7.8.1. The Sydney Swans will advise at the time of promoting and selling other Events if age limits apply

8. Dress code:

- 8.1. Sydney Swans Events and Host Stadiums have minimum dress standards
- 8.2. The Sydney Swans and the Host Stadium reserves the right to refuse entry to any person who does not meet the following minimum dress standards:
- 8.3. Chairman's Club Event
 - 8.3.1. Men: Lounge Suit – collared shirt and jacket (tie optional). Strictly no denim.
 - 8.3.2. Ladies: Business attire. Strictly no denim or leggings.
 - 8.3.3. Guests not appropriately dressed will be relocated to more appropriate corporate seating if available. Should this be required no refund will be provided by the Sydney Swans to the Client.
- 8.4. Corporate Box and Suite Facilities:
 - 8.4.1. Outdoor corporate box holders and suite holders and their guests are required to adhere to the minimum dress standard requirements for the corporate areas of the Host Stadium.
 - 8.4.2. For ANZ Stadium and SCG Events neat, smart casual attire for both males and females (adults and children), including appropriate footwear applies. No ripped denim or thongs will be permitted
- 8.5. SCGT Members Reserve
 - 8.5.1. Where a corporate Facility is accessed via the SCGT Members Reserve (SCG Gate A, J or H), guests must adhere to the SCGT Dress Regulations <http://www.sydneycricketground.com.au/membership/card-usage-and-regulations/dress-regulations/>
- 8.6. Other Events
 - 8.6.1. The Sydney Swans will advise at the time of promoting and selling other Events what dress codes apply. Full dress code details will also be included on Event tickets and/or detailed in Event confirmation letters and/or emails

9. Privacy

- 9.1. By providing your details when booking an Event or Facility you consent to receiving communications from the Sydney Swans relating to that Event or Facility
- 9.2. The Sydney Swans privacy policy is available at www.sydneyswans.com.au/privacy

10. General

- 10.1. When booking an Event or Facility you consent to the Club, and other third parties associated with the Event using your name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting the Club, and the Event (including any outcome).
- 10.2. You must not use the facilities subject to this Booking for any purpose other than that for which it was Booked for. Without limiting the generality of the foregoing, it is a condition of sale that any Host Stadium corporate hospitality package or part thereof will not be resold, on sold, sublet or rehired nor used for advertising, promotion or other commercial purposes (including competitions or trade promotions) or to enhance the demand for other goods or services, without the prior written approval of the Sydney Swans. Any breach of this clause will result in the cancellation of this Booking without a refund.
- 10.3. RSA/Licensing laws require that public bars close early in the fourth quarter at Host Stadiums at AFL Events.
- 10.4. RSA/Licensing laws state that last drinks be served no more than 30 minutes following the completion of the event at Host Stadiums in corporate box and suite Facilities at AFL Events (subject to change pending Host Stadium)
- 10.5. All bookings are subject to capacity
- 10.6. The Club reserves the right to cancel without refund any Booking which breaches these terms and conditions