



**TERMS & CONDITIONS** The booked, completed and or paid for (including partially paid for) Hospitality and Events from ACT Brumbies (including any incorporated terms), form a legally binding contract (Agreement) between the company or person named on the booking (Client or you) and ACT Brumbies ABN: 54 156 410 155. This agreement sets out the terms on which the Client will acquire, and ACT Brumbies will supply, the Brumbies hospitality and/or events package(s).

### 1. Brumbies hospitality and/or events package(s)

1.1 Brumbies Hospitality in this Agreement means the hospitality package supplied by ACT Brumbies to the Client on Brumbies match day(s) at GIO Stadium Canberra, which includes admission to a home game function, the supply of a ticket or tickets and other benefits as noted by ACT Brumbies.

1.2 Brumbies Event in this agreement means the supply of a seat or seats to an ACT Brumbies organised function away from game day at any selected venue which includes benefits as per agreed upon by the client and ACT Brumbies either in writing or via the general advertised inclusions of the event.

### 2. Cancellation

2.1 All cancellations must be in writing and received by ACT Brumbies prior to the booked hospitality and/or event. A credit note for 100% cost of the package may be applied to the client for a future booking should the cancellation be received by ACT Brumbies with a minimum of 30 days. Less than 30 days' notice period, the credit note may be applied or may not be applied at ACT Brumbies discretion.

2.2 If the booking of the Brumbies hospitality and/or events package is cancelled by the Client and a cash refund is requested, one of the following refund policies may apply; (a) If the cancellation is received by ACT Brumbies with a minimum of 30 days' notice, a refund of the total payment minus ticketing fee, admin fee and any incidental costs will be paid back to the client from ACT Brumbies, (b) If the cancellation is received by Brumbies Rugby less than 30 days' notice from the hospitality and/or event date, a refund of the total payment minus ticketing fee, admin fee and any incidental costs will be paid back to the client only should ACT Brumbies be able to sell this same package on to another buyer (c) Should the cancellation be received by ACT Brumbies less than 30 days from the hospitality and/or event date and should this same package not be sold on to another buyer, no refund will be issued however, a credit note may be discussed and applied at the ACT Brumbies discretion.

2.3 Should the ACT Brumbies cancel the hospitality and/or event due to situations beyond their control, a full cash refund or credit note will be applied at the discretion of the client.

2.4 If the hospitality and/or event ticket(s) is cancelled due to the client being in material breach of any provision of the Agreement, ACT Brumbies may do so without notice and without providing a refund.

2.5 ACT Brumbies will not be liable for any loss or damage arising out of the cancellation of the hospitality and/or event pursuant.

### 3. Indemnity

3.1 The Client will indemnify ACT Brumbies against any loss or property damage to GIO Stadium or any venue hired for an ACT Brumbies function, arising out of the Client's use of the hospitality and/or event and for any personal injury, death or loss or damage to any property or any person arising out of or as a





consequence of your use of the venue or services except that such loss, damage, injury or death arises from a negligent act or the omission of ACT Brumbies.

#### 4. Distribution of the Hospitality Package

4.1 ACT Brumbies will distribute access to the game day function tickets, hospitality passes and/or parking passes if required plus other information to Client approximately 5 days prior to the relevant match provided full payment has been received.

4.2 Access to GIO Stadium will only be permitted with an official and authorised Brumbies Hospitality ticket and or venue pass, alternate providers that unlawfully provide function tickets will be denied access to the function space.

#### 5. Distribution of the Event Package

5.1 ACT Brumbies events run on an approved guest list compiled of both invitations and purchased tickets. The name of the Client will be added to the guest list, confirmation of doing so will be in writing (email) from ACT Brumbies. Any Client without an invitation, proof of purchase or confirmation from ACT Brumbies will not be permitted to enter the event.

#### 6. General Conditions

6.1 Client must ensure that each guest and ticket holder: (a) do not erect, fix or display any goods, materials, advertisements or promotional material in, on or around GIO Stadium or hired venues, without the prior written consent of ACT Brumbies; (b) comply with all reasonable directions given by ACT Brumbies and GIO Stadium and hired venues (and obligations referred to in the Privacy Notification below); (c) comply with all ticket conditions specified on tickets issued as part of the Brumbies Hospitality Package; and (d) do not use the hospitality and/or event for any purpose other than that for which it was sold. Without limiting the generality of the foregoing, it is a condition of sale that any Brumbies hospitality and/or event or part thereof will not be 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 consent of ACT Brumbies. Any breach of this clause will result in the cancellation of the existing hospitality and/or event without a refund.

6.2 The client has not relied on any representations or warranties made by us in relation to the Services (including as to whether the Services are or will be fit or suitable for your particular purposes), unless expressly stipulated in this Agreement

6.3 The client and their personnel agree to cooperate with us, to not interfere with our supply of the services, and will provide us with all documentation, information, instructions and access necessary to enable us to provide the services, as requested by us, from time to time, and in a timely manner

6.4 The agrees that the information they provide to us is true, correct and complete

6.5 The client agrees and acknowledges that ACT Brumbies enters in this agreement in its own right and as the agent and trustee for Rugby Australia Ltd, ABN 36 002 898 544. The client agrees and acknowledges that Rugby Australia Ltd may independently enforce this agreement against the client.





## 7. Privacy

7.1 Information about Ticket Holders, third parties and other individuals in providing the hospitality and/or events package(s) under this Agreement, ACT Brumbies may seek and collect personal information in accordance with the Privacy Act 1988 Cth. The Client must provide all notifications and obtain all consents required by the Privacy Act to enable ACT Brumbies to collect and otherwise handle information about individuals lawfully, as required for ACT Brumbies business (including marketing), without taking any further steps. This may require the Client to inform those third parties of the matters set out in this Privacy Notification or of other matters advised by ACT Brumbies to the Client.

Information collected in the course of conducting business, ACT Brumbies may collect personal information about individuals including the names, professional positions, contact details of attendees, details of the company, firm or entity with which the attendee is associated including the relevant business unit, and details of any special requirements/dietaries. Use and disclosure of personal information ACT Brumbies may share personal information with third parties including associated local and overseas entities, professional advisers and organisations with whom they have copromotional arrangements (and any third parties used in administering those arrangements). ACT Brumbies 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, ACT Brumbies may use and disclose personal information if required by authorised by law and for purposes related to research, planning, service development, security and risk management and as otherwise permitted by the Privacy Act. ACT Brumbies may also use and disclose personal information to keep individuals informed of ACT Brumbies services, events and other matters where they consider it may be of interest to the client and third parties and to build and maintain a relationship with individuals. Individuals can advise ACT Brumbies that they do not wish to be contacted for those purposes, by advising the ACT Brumbies representative in writing. The Client also gives consent for images captured at Brumbies Hospitality and/or Events to be utilised by ACT Brumbies for marketing purposes (professional purpose only) and if the Client does not consent, to notify ACT Brumbies prior to attending the booked match and or event. Individuals wishing to request a copy of ACT Brumbies policy on its management of personal information, or to access personal information which ACT Brumbies may hold about them, should contact Brumbies Rugby Privacy Officer as follows: ATT: The Privacy Officer Brumbies Rugby LPO Box 5039, University of Canberra, Bruce ACT 2617.

If the client wishes any of the above to be discussed, has questions or concerns relating to the above, they are to contact the Corporate Services Manager at ACT Brumbies in writing:

[l.smith@brumbies.com.au](mailto:l.smith@brumbies.com.au)

Last updated: 31<sup>st</sup> January 2023

