



## WAFL TICKET AND ENTRY CONDITIONS

### NOTICE TO ALL PATRONS

These WAFL Ticket and Entry Conditions (**Conditions**) form an agreement between the West Australian Football Commission Inc ABN 51 167 923 136 (**WAFC**), the relevant WAFL Club and the Venue Operator (**Venue Operator**) (as applicable) and any person who:

- (a) has a ticket or pass to a WAFL or WAFLW match or any other Australian Football match administered by the WAFC (**Match**), event or function at a WAFL Venue (which includes all surrounding areas under the control of the venue owner or hirer) (**Venue**);
- (b) has a right to attend any Match, event or function at a Venue; and/or
- (c) enters a Venue or attends a Match,

(each such person to be referred to as **You**). You agree to these Conditions and You must ensure that any person under the age of 18 years of age (or otherwise incapable of giving consent) whom You buy or provide a ticket for or who accompanies you to a Match, event or function at a Venue, will also comply with this Conditions.

### GENERAL CONDITIONS OF ENTRY

You agree as follows:

1. From the time You enter the Venue and at all times while You remain at the Venue, You must have in Your possession a valid ticket, pass and/or accreditation for entry to the Match, event or function, including entry into any restricted areas within the Venue. The WAFC and Venue Operator reserve the right to remove patrons who do not have a valid pass for restricted areas;
2. not to bring into the Venue:
  - (a) any Items that in the opinion of WAFC management could cause harm, injury or public nuisance or otherwise compromise the safety and security of other patrons. Any such item may be confiscated, if subsequently found on that person;
  - (b) any photographic, video or audio recording equipment for any purpose other than private non-commercial purposes, which includes, without limitation, video and/or audio recorders, camera tripods, monopods or lenses with a total focal length of greater than 200mm or any other commercial digital video equipment;
  - (c) any animal (other than a companion animal required for medical reasons as documented in a medical certificate provided by a trained medical specialist);
  - (d) any musical instruments, any noise makers or other similar device; including but not limited to whistles, hooters, horns, drums, and vuvuzelas;
  - (e) any alcohol, glass, cans, firearms, weapons, fireworks or any other items deemed to be or which may be considered to be dangerous;
  - (f) any flag/banner poles or extendable flag/banner poles exceeding 1.4m in length or whose dimensions are in contravention of the Venue's specific conditions of entry, without the prior written consent of the WAFC;

3. not to:
  - (a) make any recording or take any photograph for any purpose other than private noncommercial purposes;
  - (b) make any recording or take any photograph of any person without the authorization of that person; or sell, license or otherwise publish, disseminate or reproduce (or permit such), whether in whole or in part, any recordings taken or made inside the Venue (including, without limitation, photographs, video recordings, data recordings or sound recordings); without the prior written consent of the WAFC.
4. if, notwithstanding paragraph 3, You upload, publish or disseminate any user generated content taken or made inside the Venue (including, without limitation, photographs, video recordings, data recordings or sound recordings) to a social media or any digital media platform (**User Generated Content**), You consent to the commercial exploitation, throughout the world, of that User Generated Content by any means (including, without limitation, by re-sharing or re-posting such content) by the WAFC and its commercial partners without compensation on a perpetual, irrevocable and worldwide basis;
5. not to broadcast or narrowcast by any means whatsoever (including, without limitation, by way of mobile telephone, transmitter or other wireless device of any kind) any images, sounds, data, results or commentary of or concerning any of the Matches or other activities at the Venue without the prior written consent of the WAFC;
6. not to:
  - (a) wear or otherwise display commercial, political, religious or offensive signage or logos of any kind;
  - (b) engage in ambush marketing of any kind;
  - (c) sell or distribute any goods or services or any other matter or thing;
  - (d) collect money or orders from other patrons for goods or services or any other matter or thing;
  - (e) inflate, or cause to inflate, any balloon, beach ball, receptacle, device or structure;
  - (f) open any umbrella if it has the effect of obstructing the view of any other patron or attendee;
  - (g) conduct public surveys or opinion polls, solicit money, donations or subscriptions from members of the public; or
  - (h) distribute commercial, political, religious or offensive advertising or other promotional material of any kind, without the prior written consent of the WAFC;
7. to abide by all lawful and reasonable directions and procedures of the WAFC, Venue Operator, Venue personnel and security staff while at the Venue for Match, event or function;
8. that You are required to adhere to specific dress codes and other policies that may apply to the particular Match, event or function from time to time;
9. that entry to the Venue is only permitted to spectators who agree to be searched (including, without limitation, their bags, clothes or other possessions) on entry, and continued presence in the Venue is only permitted to spectators who agree to be searched (including, without limitation, their bags, clothes or other possessions) while in the Venue. WAFC and the Venue Operator reserves the right to inspect and search Your bags regardless of size. This may include visually or physically inspecting the bag and/or seeking Your assistance to remove items from the bag. WAFC and the Venue Operator also reserves the right to

conduct 'pat down', 'wandering' or other reasonably personal checks of You as You enter or exit the Venue;

10. that the playing field and back of house and stage areas at the Venue shall be out of bounds at all times and You shall not enter the playing field or back of house and stage areas without prior written consent from the WAFC or only during the breaks in play (where such access has been approved by the WAFC). Contravention of this condition may result in You being prosecuted for such contravention and immediately removed from the Venue;
11. that You consent to:
  - (a) the recording of Your likeness and/or voice by any means (including but not limited to audio and visual recordings by television cameras and photographers) (together **Images**); and
  - (b) the commercial exploitation, throughout the world, of the Images by any means by the WAFC, WAFC affiliates and their respective commercial partners without compensation to You, on a perpetual, irrevocable and worldwide basis;
12. that You are required to take appropriate care for Your safety including but not limited to sun protection, hydration and responsible consumption of alcohol;
13. that if You are deemed to be, or potentially be, affected by the consumption of alcohol or drugs You may, in the WAFC's discretion, be refused entry to, or ejected from, the Venue by an authorised official;
14. that:
  - (a) You are admitted to the Venue at Your own risk; and
  - (b) that the WAFC shall not be liable for any loss or damage suffered by You or asserted to have been caused by any act or omission of the WAFC, its agents or employees;
15. not to do any of the following in or around the Venue:
  - (a) post, stick, place or attempt to post, stick or place any poster, placard, bill, banner, print, paper or any other advertising material on any building structure, fence, tree, cordon or other thing without the prior written consent of the WAFC;
  - (b) misuse, deface, damage, remove from the Venue or tamper with or attempt to misuse, deface, damage, remove from the Venue or tamper with any building, seat, chair, toilet, sink, table structure, vehicle, craft, truck, pipe, tap, tap fitting, conduit, electrical equipment, wiring, sign or other thing or excavate or cause to be excavated any part of the area used for any of the Matches, events, functions or other activities at the Venue;
  - (c) deposit litter, except in a receptacle provided for that purpose;
  - (d) throw or attempt to throw any stone, bottle, projectile or other object;
  - (e) engage in any conduct, act towards or speak to any player, umpire or other official, performer or other patron or attendee in a manner, or engage in any conduct, which threatens, offends, insults, humiliates, intimidates, disparages or vilifies that other person on any basis including, but not limited to, that other person's race, religion, colour, descent or national or ethnic origin, special ability/disability or sexual orientation, preference or identity;
  - (f) disrupt, interrupt or behave in any manner that may disrupt or interrupt any of the Matches, events, functions or other activities at the Venue, distract, hinder or interfere

with a WAFC Official, player, umpire or performer, interfere with the comfort of other patrons or attendees or their enjoyment of any of the Matches, events, functions or other activities at the Venue;

- (g) use indecent or obscene language or threatening or insulting words, or otherwise behave in a threatening, abusive, riotous, indecent or insulting manner;
  - (h) interfere with, obstruct or hinder the WAFC or its employees, agents or contractors in the exercise of their powers, functions or duties;
  - (i) collect, communicate or transmit any form of commentary, data or other material in relation to the conduct, progress, result or any other aspect of a Match taking place at the Venue for any improper purpose, illegal purpose, or unauthorised commercial purpose;
  - (j) in any way, or seek to in any way, improperly influence the conduct, progress, result or any other aspect of a Match, event or function taking place at the Venue, or offer to any third party any bribe or other reward to engage in such activities; or
  - (k) smoke or vape in areas within the Venue;
16. not to hold Yourself out or otherwise promote Yourself or any good or service as being associated with the WAFC, the relevant WAFL Club or player where not authorised by the WAFC to do so;
17. without prejudice to any other rights which the WAFC or the Venue owner or hirer may have, that if You contravene any of these conditions of entry You may:
- (a) be refused entry to the Venue;
  - (b) be required by an authorised event official to provide your name, address, photograph (including submitting to the taking of a photograph) and other relevant personal information (**Personal Information**);
  - (c) be ejected from the Venue by an authorised official;
  - (d) have Your ticket confiscated and/or cancelled without refund or recompense;
  - (e) be prohibited and disqualified, by means of an Official Banning Notice, from purchasing tickets for and/or entering into any Venue or other function played or conducted under the auspices of the WAFC; and/or
  - (f) have legal action taken against You in connection with such matters;
18. That:
- (a) If you are required to provide your Personal Information as set out in paragraph 17(b), the WAFC will at all times deal with your Personal Information in accordance with the *Privacy Act 1988* (Cth) and You consent to the WAFC, the Venue and any relevant third party service providers using Your Personal Information in connection with investigating, documenting and analysing any possible breach of these conditions of entry or the law; and
  - (b) If You receive an Official Banning Notice, You are banned from engaging in any of the Prohibited Activities for the Banned Period (as set out in the Official Banning Notice), and the West Australian Football League may vary or re-issue the Official Banning Notice to You if it is satisfied it is reasonably appropriate to do so in the circumstances; and

- (c) If You receive an Official Banning Notice you also consent to the WAFC disclosing your Personal Information to third parties to take reasonable steps to enforce the Official Banning Notice.

19. that, in the event You are refused entry to or removed from the Venue for any reason in accordance with these conditions of entry, no refund will be paid in respect of the relevant ticket, except where expressly stated otherwise in these Conditions; and
20. to abide by any terms of entry into the Venue prescribed by the Venue manager to the extent those terms of entry do not conflict with these Conditions.

#### **WAFL Member Entry Conditions (WAFL Home and Away Matches only)**

##### **1. Colts Competition - WAFL Club Members**

WAFL Club Members are entitled to gain free entry to any WAFL venue prior to half time of the WAFL Colts match. This entitlement is only valid when a WAFL Colts game is played prior to the WAFL League match on the same match day.

#### **TICKET CONDITIONS**

1. Subject to any applicable legislation that permits re-selling up to a certain threshold, You agree not to re-sell or offer to re-sell any tickets to the Matches played, or events and functions held, at the Venue at a premium or to use any of them for advertising, promotional or other commercial purposes (including, without limitation, competitions) without the prior written consent of the WAFC. 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 Venue.
2. Mobile tickets are the preferred method for entry to Matches, events and functions at the Venue. You will be required to show Your ticket barcode on entry to the Venue. If You purchase tickets for a group and are utilising mobile tickets, ensure every adult has been forwarded and downloaded their ticket onto their mobile prior to entry to the Venue.

#### **TICKET REFUND CONDITIONS**

1. As a general policy, subject to these Conditions, a ticket to the Match, event or function at the Venue is non-refundable.
2. The WAFC may delay, reschedule or cancel the Match, event or function, including as a result of COVID-19 restrictions, regulations or directions issued by the relevant State or the Federal Government or the WAFC. In such circumstances, You will only be entitled to a refund for your ticket in accordance with these Conditions or where otherwise required by law.
3. If a Match, event or function is cancelled or rescheduled to another date and/or venue, you will be entitled to a full refund of the face value of Your ticket(s) purchased for that Match, event or function (excluding in respect of any complimentary tickets). Where a refund is made, the relevant ticket agent may, to the extent permitted by law, retain any fee it has charged for its ticketing services.
4. The WAFC will not be liable for any indirect or consequential losses that You may suffer as a result of the postponement, cancellation, rescheduling or relocation of the Match, event or function, including losses in relation to accommodation and flights.

5. In the event of extenuating circumstances, the WAFC may also facilitate a refund of a ticket if You seek entry to the Venue but are not permitted access to the Venue due to any COVID-19 restrictions, including if you appear to have any COVID-19 symptoms, or if You can produce supporting evidence of Your incapacity to attend a Match, event or function in the circumstances set out in condition 3 under the heading 'COVID-19 Conditions' above.

#### **ASSUMPTION OF RISK, RELEASE & INDEMNITY**

1. You acknowledge and agree that your attendance at a Match, event or function at the Venue is not without risk and you accept and voluntarily assume all of the risks, including inherent and obvious risks, arising from your attendance at the Venue. Such risks include but are not limited to suffering injury (including serious injury) or property damage as a result of being struck by a football, collisions with other people or objects, falling or slipping due to the surface or floor being wet, damaged or having rubbish or other items lying on them.
2. You agree that your attendance at a Match, event or function at the Venue may cause You personal injury or property damage for which you suffer loss and damage (including economic losses) and you agree to release the WAFC for any loss or damage that you may incur.
3. You agree that you are responsible for any loss, damage or injury you may cause to Yourself or others and that you agree to indemnify the WAFC against any claim or liability in respect of such loss, damage or injury.
4. The WAFC acknowledges that each release, indemnity and exclusion of liability in these Conditions is subject to, and operates only to the extent permitted by, any applicable Australian laws including under the Australian Consumer Law.

You acknowledge that, without limiting any other rights which the WAFC may have, if you breach any of these Conditions, then you may be refused entry or ejected from the Venue by an authorised official without refund or compensation, have a membership or other ticket confiscated and/or cancelled without refund or compensation, have sanctions imposed against You (including but not limited to being banned from attending, or prohibited from purchasing tickets for, Matches, events or functions in the future) or have legal action taken against You in connection with any breach (including criminal prosecution).

The WAFC may amend these Conditions from time to time at its sole discretion without notice. By order of the WAFC.