

THE DRIVE

Terms & Conditions of Entry

These conditions govern access to the Drive, War Memorial Drive, North Adelaide (the **Venue**) including access to any events held at the Venue (the "**Event**"). These conditions work in conjunction with any conditions of Ticketmaster, the promoter of an Event and any other conditions, policies, notices or documents that we make available before an Event.

1. **Tickets.** For an Event, Tennis SA Incorporated (the "**Venue Controller**") advises of the following:
 - a) The Venue Controller may at any time direct you at any time to produce a valid ticket. Tickets, either digital or physical, must be retained and kept safe and in good condition for the entire Event. The Venue Controller is not obliged to replace your ticket under any circumstances, including loss or theft, and may refuse you entry if your ticket is damaged, defaced or if it has been purchased from an unauthorised seller.
 - b) You must only occupy the seat designated on your ticket.
 - c) If you purchase a concessional ticket for an event must be able to provide valid proof of concession (i.e. proof of age identification or concession card) upon entry into the Venue or when requested.
2. **Safety, comfort and conduct.** To maintain order and safety, and to encourage all patrons' enjoyment of the Event, the Venue Controller advises of the following:
 - a) the Venue Controller may inspect clothing, containers, packages and bags inside the Event or intended to be brought into the Event, including via electronic screening equipment;
 - b) prams and strollers must only be left in the designated pram bay or stowed fully under a seat. Prams and strollers must not be left in any other area including aisles or accessible bays. The pram bay is an unsecured, unsupervised area and any items left in this area are done so at your own risk. The Venue Controller is not responsible for any damage, loss or theft of property in the pram bay;
 - c) some areas of the Event are exposed to direct sunlight, heat and other elements. Seating may be in the sun for part or all of the Event. Remember to stay hydrated and use sun protection;
 - d) you must wear appropriate attire at all times;
 - e) You are required to act in a safe, responsible and courteous manner at all times. All persons 12 years old and younger must be accompanied and supervised by a parent or guardian at all times during the Event;
 - f) you must comply with all applicable laws and follow the lawful directions of the Venue Controller, its staff and contractors, as well as the police, at all times;
 - g) access to areas licensed for the sale of alcohol within the Event will be managed in accordance with liquor control legislation in South Australia. Some areas of the Event may only be accessible to patrons over 18 years of age, with proof of age that is valid in South Australia. It is an offence in South Australia for minors to purchase or consume alcohol and to sell to or supply minors with alcohol in licensed areas.
3. **Operator control.** The Venue Controller reserves the right to refuse you entry to, or remove you from, the Event (and cancel or confiscate your ticket) or take other action that the Venue Controller considers appropriate, for the safety and comfort of other patrons, staff and participants. For example, if you:
 - a) are in breach of these conditions;
 - b) are considered to be intoxicated;
 - c) enters the Venue or other restricted internal area without proper authorisation;
 - d) have been previously refused entry to or removed from the Event;
 - e) the Venue Controller receives a direction to do so from a law enforcement agency; or
 - f) the Venue Controller reasonably believe it is in the best interests of the safety, security or integrity of the Event to do so.
4. **Your property and responsibility.** You are responsible for your property at all times. The Venue Controller will not be liable for any loss or damage (including any direct, indirect or consequential loss or damage) to any property brought into the Event, unless the Australian Consumer Law (**ACL**) applies and it was due to the Venue Controller's breach of a non-excludable guarantee under the ACL (such as a failure to provide services with due care and skill).

5. **Your safety and responsibility.** Whilst at the Event, you must take care to protect your safety and the safety of others. The Venue Controller will not be liable for any loss or damage (including any direct or consequential loss or damage) for any death or personal injury, unless the ACL applies and it was due to the Venue Controller's breach of a non-excludable guarantee under the ACL (such as a failure to provide services with due care and skill).
6. **Liability.** To the maximum extent permitted by law, the Venue Controller will not be liable for any injury, loss or damage suffered by any person entering the venue (including liability for any injury, loss or damage caused by the negligence of the Venue Controller or its employees or agents). To the extent permitted by law, you agree to release, indemnify and hold harmless the Venue Controller and its employees, representatives and agents from and against any and all losses, liabilities, expenses, claims, demands, suits and damages whatsoever and howsoever arising resulting from or in connection with the Event.
7. **Medical assistance and information.** You authorise the Venue Controller, its medical contractors and any other third party medical service providers at the Event to administer any medical assistance, treatment or transport that you seek, or as is reasonably necessary in the circumstances (the costs of which you are responsible for). In connection with such any assistance, you consent to the disclosure of your personal information and relevant medical details to the Venue Controller, the Venue Controller's insurers and any other relevant third parties. Personal information collected in these circumstances will not be used by the Venue Controller for marketing purposes.
8. **Prohibited items.** For the comfort and safety of patrons and players, the following items are NOT permitted in the Event without the express authorisation of the Venue Controller:
 - a) alcohol;
 - b) large bags, including suitcases (any item or bag that is too large to fit under a seat must not be brought into the Event and a limit of one bag per person applies. You must not leave bags or packages unattended at any time. For safety reasons, any unattended bags or packages may be removed and/or destroyed);
 - c) beach balls or other inflatable devices, frisbees, helium balloons;
 - d) camera tripods, monopods, telephoto camera lenses with a focal length capacity greater than 200mm; video cameras, Go-Pros or handy-cams; audio recorders; any other devices used for recording or transmitting scoring data or other statistical information for commercial purposes (including sports betting);
 - e) eskies, hampers, chairs and stools, large containers in excess of 1.5 litres, cans, bottles (including glass and metal), drink and food cans;
 - f) flags, banners, signs larger than 1m by 1m in size or with handles longer than 50cm;
 - g) animals other than animals recognised as assistance animals under the *Disability Discrimination Act 1992* (Cth) (the Venue Controller, acting reasonably, may request evidence that an animal is an assistance animal and/or is trained to meet standards or hygiene and behaviour that are appropriate for an animal in a public place);
 - h) musical instruments, whistles, loud hailers, amplification equipment;
 - i) drones, flares, fireworks, firecrackers, smokebombs and laser pointers;
 - j) bicycles, scooters, skateboards, rollerblades, rollerskates;
 - k) unauthorised promotional, commercial, political, religious or offensive items of whatever nature including clothing, banners, signs, symbols, leaflets or flyers; and
 - l) any other dangerous item or good, substance or weapon including knives.

The following items are permitted, however such items are subject to a security check on arrival at the Event and must be presented for security approval. The Venue Controller maintains the right to prohibit any of the below items as deemed necessary for the safety and comfort of others:

- a) small bags, including handbags;
- b) non-alcohol beverages or drink bottles in plastic (drink bottles must be emptied or decanted before entering);
- c) food, in permissible packaging, including baby food;
- d) plastic or paper cutlery only;
- e) deodorant and perfume;
- f) medicine;
- g) selfie sticks; and

h) umbrellas.

9. **Prohibited conduct.** For the comfort and safety of Patrons and players, the following conduct is NOT permitted at the Event without the express authorisation of the Venue Controller:

- a) derogatory comments, abusive language, or conduct towards any person which may offend, insult, humiliate, intimidate, threaten, disparage or vilify that other person;
- b) inappropriate or disruptive behaviour during the Event, including conduct which unreasonably disrupts, interferes or obstructs other Patrons or persons engaged in the operation of the Event;
- c) damaging or defacing any part of the venue, or any other person's property (if any damage is caused by a Patron, he or she must make good the damage);
- d) conducting public surveys or opinion polls, handing out promotional items, soliciting donations or subscriptions, other commercial or political disruption or activity;
- e) smoking and/or vaping (including any electronic cigarette or other electronic smoking imitation or simulation devices) in non-smoking areas;
- f) obstructing the view of a seated patron;
- g) transferring a ticket that has already been used for entry to the Event;
- h) ball games of any kind;
- i) removal of footwear, shirts or public nudity/indecency; and
- j) concealing identity with a scarf, balaclava, mask or other item unless for a religious, medical or other justifiable reason.

10. **Capture and use of image.** You consent to the Venue Controller and third parties expressly authorised by the Venue Controller (including Event security, official Event broadcasters and media) taking photographs, films or recordings of you at the Event. You acknowledge that in order to enhance security, surveillance equipment (including security cameras) are used in and around the Event. You also consent to the use of any such photographs or video footage by the Venue Controller and/or third parties authorised by the Venue Controller for use in promotional, advertising or marketing materials, without any further notice or payment to you.

11. **Use of Technology.** To support the integrity of the Event, and with the exception of third parties expressly authorised by the Venue Controller (including Event security, official Event broadcasters and media):

- a) Photography: Images of the Event taken with a camera, mobile phone or other wireless device cannot be used for any purpose other than for private and domestic purpose. You must not sell, licence, publish or otherwise commercially exploit photographs. Flash photography is not permitted.
- b) Video Footage: Taking and/or publishing video footage of any match play via any means is forbidden (including sharing to social media). For the avoidance of doubt, mobile telephones are permitted within the Event, provided that they are used for personal and private use only and are not used to record any match play.
- c) Distribution: Production, transmission or distribution of broadcasts or narrowcasts of any images, footage, sounds or data from the Event or any match play by any means in any format or media is strictly forbidden.

12. **Interpretation.** These conditions do not exclude, restrict or modify the application of any provision of the ACL, where to do so would either contravene the ACL or cause any part of these conditions to be void. Any provision of these conditions which is invalid must be read down to the minimum extent necessary to achieve its validity or be severed from these conditions without invalidating or affecting the remaining clauses in these conditions.

13. **COVID-19 Compliance.** You acknowledge that by attending the Event you may be exposed to the possibility of contracting an illness, including without limitation the COVID-19 virus (**Illnesses**). To the extent permitted by law, you voluntarily accept all risks in connection with such Illnesses and without limiting clause 6 of these conditions, you release and indemnify the Venue Controller from all liability in connection with such Illnesses. You agree to comply with all government directions, orders and regulations and any conditions or requirements of the Venue Controller. The Venue Controller may refuse you entry to the Event if you test positive for COVID-19 or display COVID-19 symptoms.

14. **Changes.** The Venue Controller may alter these conditions if such changes are reasonably necessary to address safety issues or otherwise protect the Venue Controller's legitimate interests by giving you notice (by email or by posting it on the Venue Controller's website or Event website).