

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

Enclosed is a cheque † payable to Sports & Entertainment Ltd

Electronic Transfer: Sports & Entertainment Ltd
National Australia Bank – BSB: 082-057 – Account Number: 76-166-6851

Please reference invoice number when making payment

Credit Card (please tick) Visa Mastercard American Express

Please note: Surcharge for all credit cards (excluding American Express) is 2%. American Express surcharge is 4%
Diners Club card is not accepted

Card number:

CCV: Expiry /

Name on card: _____ Amount: \$ _____ +2% / +4% = Total: \$ _____

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 2017 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.rugby.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.

Fax back: (02) 8005 5688 or scan and email hospitality@rugby.com.au

OFFICE USE ONLY			
Date Received: _____	Invoice #: _____	ID #: _____	
Inventory Confirmed: _____		Tickets Released: _____	

2017 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 (**ARU**). This Agreement sets out the terms on which the Client will acquire, and the ARU or its Agent will supply, the Rugby Hospitality Package in relation to inbound 2017 Test Match/es.

- 1 Agent means the ARU's hospitality program partner, SEL and its relevant subagents as notified by the SEL or ARU or Agent to the Client
- 2 **Rugby Hospitality Package** means the hospitality package supplied by the ARU (or its Agent on behalf of the ARU) to the Client to a rugby test match (the **Match**) at the venue notified by ARU 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 ARU 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 ARU or Agent.
- 3 The Client must pay the ARU 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 ARU or Agent at least 10 days prior to the Match.

- 4 The ARU 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 ARU or Agent;
 - (c) comply with all reasonable directions given by ARU 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 ARU 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 ARU 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 ARU 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 ARU 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 ARU or its Agent.
- 7 Following receipt of full payment for the Rugby Hospitality Package, the ARU or Agent will distribute hospitality passes and event information to the Client approximately 14 days before each Match. The ARU 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 ARU or Agent that it will comply with the following ticket conditions (or such other condition as notified by ARU or Agent):

Sale of this ticket creates a contract between the ARU 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 ARU or Agent. The ARU or Agent has the right to deny admission if the licence has terminated.

2017 RUGBY HOSPITALITY TERMS AND CONDITIONS (Continued)

9 Except for those required or implied by legislation, the ARU 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 ARU 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 ARU 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 ARU 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 ARU 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 ARU or Agent or the failure of the ARU or Agent to comply with these terms and conditions.

- 10 The ARU or Agent excludes all liability to the Client in tort (including negligence) or bailment for acts or omissions of the ARU, 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 ARU 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 ARU 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 ARU to collect and otherwise handle information about individuals lawfully, as required for ARU 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 ARU or Agent to the Client from time to time.

Information collected

In the course of conducting their businesses, the ARU 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 ARU 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 ARU 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 ARU 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 ARU 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 ARU or Agent, and for purposes related to research, planning, service development, security and risk management and as otherwise permitted by the Privacy Act.

The ARU 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 ARU that they do not wish to be contacted for those purposes, by contacting the ARU Privacy Officer on the details below. If Client is an individual, Client authorises ARU 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 ARU policy on its management of personal information, or to access personal information which ARU may hold about them, should contact the ARU Privacy Officer as follows:

The Privacy Officer
Australian Rugby Union
PO Box 115
St Leonards NSW 1590

Phone: (02) 8005 5555
Fax: (02) 8005 5676
Email: privacy@rugby.com.au