

Conditions of entry – Athletics Australia National Championships

Entry into Carrara Stadium for the Athletics Australia is subject to compliance with the following Conditions of Entry.

1. Search Powers

It is a condition of entry that patrons consent to having their bags, clothing or other items checked on entry for prohibited items prior to entry or within the stadium at any time.

A patron may also be searched within the stadium where it is suspected that the patron is in the possession of a prohibited item.

Any patron who fails to comply with the screening may be refused entry or ejected from the stadium.

Any person found to be in possession of a prohibited item which is illegal will be reported to Police.

2. Prohibited Items

The following are prohibited items and are not permitted to be taken into the stadium:

- Illegal substances including controlled or illicit drugs
- Incendiary devices (explosives, flares, fireworks and smoke bombs).
- Chemical, radioactive or biological substances.
- Laser lights.
- Animals (other than Assistance Dogs).
- Bicycles, scooters, skateboards and rollerblades/skates.
- Professional cameras, audio recording devices or video cameras that can use captured information for commercial purposes without the prior approval of GCFC management.
- Camera Tripods.
- Camera lenses with physical length greater than 200mm.
- Chairs and Stools.
- Drink containers larger than 600ml in capacity.
- Glass bottles and cans.
- Any beverage with a broken seal.
- Crockery and glass items.
- Large flags / banners with handles or poles exceeding 150cm in length and/or 2cm in diameter.
- Unauthorised advertising material or flyers.
- Flags, signs or clothing displaying political, offensive, religious, or commercial messages or logos without prior approval of stadium management.
- Any bag that is not pliable or soft to touch (e.g. hard esky). Men's and women's handbags, medical bags and baby care bags are permitted.
- Any large item that cannot be placed under a seat (no larger than 40cm x 40cm x 40cm). Those carrying accreditation are exempt from this.
- Loud hailers, megaphones and musical instruments of any nature (including horns, whistles and drums).
- Beach balls and other inflatable products.
- Drones or similar items.

- Any item that could be used as a projectile or could create litter (eg confetti).
- Any item that in the opinion of stadium management could cause harm or public nuisance.

Illegal items may be confiscated.

Alcohol must be returned to a vehicle or surrendered at the gate. Surrendered alcohol will not be returned to patrons.

3. Restricted Items

Umbrellas may be taken into the stadium, but may not be opened within the stadium.

Prams, strollers, pushers, soft eskies, bags and other belongings are permitted into the stadium however must be able to fit safely under the patron's seat (either a single seat or within the group of seats of patrons attending the venue together) without impeding access.

5. Prohibited Conduct

Patrons must not do any of the following:

- Be under the influence of drugs or alcohol;
- Engage in disorderly, offensive, anti-social, disruptive, unlawful or inappropriate behaviour;
- Use foul or abusive language or making racial, discriminatory or threatening remarks or gestures;
- Commit any act of vandalism or littering or damage property;
- Throw any object (including anywhere in the seating bowl and on to the playing field);
- Enter the stadium or the playing area without proper authorisation;
- Fail to comply with a lawful request from stadium staff or other authorised person;
- Place any poster, banner or other advertising or political material on any part of the stadium;
- Conduct surveys or polls or solicit money or donations from members of the public;
- Inflate any balloons or balls in the stadium;
- Make any unlawful recording of the event or other patrons; or
- Fail or refuse to submit to a lawful search or inspection at entry points to the Stadium or within the Stadium upon request.

6. Rights of Stadium Management

Stadium management reserves the following rights with respect to any person who does not comply with the conditions of entry or engages in prohibited conduct (in the reasonable opinion of management) without any refund or compensation of any kind:

- To refuse entry to the Stadium;
- To eject a person from the Stadium;
- To confiscate or cancel a person's ticket for the event (or a series of events);
- To impose sanctions including but not limited to being banned, prohibited or

disqualified from purchasing tickets or entering the Stadium for any event;
– To take legal action against a person in connection with any contravention (including impose a fine or institute a criminal prosecution where applicable).

It is an offence for a person to re-enter the stadium for a period of 24 hours after being ejected from the stadium.

Persons under 12 years of age must be accompanied by a parent or guardian at all times whilst in the stadium.

7. Tickets

Patrons must retain their tickets at all times whilst in the stadium.

Any ticket that is damaged, defaced or has been purchased from an unauthorised agent will not permit the holder to be admitted to the stadium.

Scalping or the purchase of tickets in breach of the *Major Sport Facilities Act 2001* (Qld) is an offence and penalties apply. Patrons who have purchased tickets in such a manner may be refused entry to the stadium.

The ticket is for general admission, no representation is made that there is seating available within the stadium.

Field of play access is restricted to accredited personnel only. Penalties apply to unauthorised access.

Patrons who have purchased a concession 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 stadium or upon request.

The event may be postponed, delayed or cancelled in the event of dangerous situations, adverse weather or any other cause beyond the control of stadium management. All claims for refunds are to be in accordance with the event promoter terms and conditions.

The hirer may add, withdraw or substitute competitors, teams or artists and/or vary advertised material, programs, prices, seating arrangements, audience capacity and stadium or program times. Patrons will have no claim against the hirer or the stadium manager in any such event.

Pass outs will be issued at the discretion of the stadium hirer or stadium management.

8. Alcohol

The stadium is a licensed venue and as such, the following provisions apply:

It is a condition of the liquor licence for the stadium that liquor cannot be brought into the stadium. Persons other than the licensee, found bringing liquor in to the stadium are liable for an on the spot fine or maximum fine for breaching the *Liquor Act 1992*. Intoxicated persons will be refused entry to or ejected from the stadium.

Liquor licensing regulations stipulate that alcohol must not be taken from the stadium. Bins are provided at exit gates to dispose of any unfinished alcoholic beverages.

It is an offence for minors to purchase or consume alcohol, or for a person to supply alcohol to a minor. Breaches of these laws may result in ejection from the stadium and the persons being reported to the Police (penalties apply under the *Liquor Act 1992*).

Alcohol must not be consumed in designated 'Dry Zones' within the stadium.

9. Food & Beverage

Commercial brand take away food & beverage will not be allowed into the Stadium.

Patrons may bring homemade food items or special dietary requirements into the stadium provided they are packaged appropriately and the items can be easily viewed by security if requested.

All non alcoholic beverages purchased and then brought into the stadium must have an unbroken seal and must not be contained within a glass or can. Plastic or cardboard containers are the recommended forms of beverage containment. Tea and/or coffee held in a thermos will be permitted entry but will be subject to security check upon entry.

Prohibited food and beverage items must be returned to vehicles or surrendered at the gate. Surrendered food and beverage items will not be returned to patrons.

10. Smoking

Under the *Tobacco and Other Smoking Products Act 1998* (Qld) smoking is prohibited in all areas of the stadium except in designated smoking only areas as signed. Patrons who smoke outside the designated 'smoking only' areas but within the stadium grounds:

1. Commit an offence against the Act, to which substantial penalties apply; and
2. May be immediately ejected from the stadium

11. Ball Games

To ensure the safety of all patrons, the kicking of footballs and playing of other ball games is prohibited in all plaza areas.

12. Media & Recordings

By entering the stadium, patrons:

1. consent to the recording of their image, likeness or voice by any means (including but not limited to video, audio and visual recordings by television cameras and photographers) (together 'Images');
2. the use of the Images at the stadium, including display on vision screens throughout the event; and

3. the commercial exploitation (including without limitation for marketing, social media and promotional purposes), throughout the world, of the Images by any means by the stadium manager, the event organiser and its commercial partners (including without limitation, any official sponsor, official supplier, broadcaster or licensee), all without compensation or any kind.

In addition to the above, patrons are advised that the stadium is fitted with electronic surveillance and patrons may be filmed in any area of the stadium, including internal parts of the stadium and some external areas upon entry to or exit from the stadium. The following applies:

- CCTV surveillance will only be used for the purpose of patron, staff, and stadium asset safety and security;

Use of cameras including mobile phones with camera interfacing is not permitted in the following specified public areas of the stadium:

- Change Rooms
- Toilets

13. Risk, Waiver & Indemnity

Patrons enter the stadium and attend any event at the stadium at their own risk. Patrons are deemed to have:

1. read and understood each of the Risks of Attendance described below;
2. understood that attending the stadium and the event at the stadium has inherent and obvious risks in addition to those described below;
3. accepted all of the Risks of Attendance and all inherent and obvious risks from attending the stadium and the event; and
4. voluntarily assumed all of the risks in attending the stadium and the event whether or not described in these Conditions.

Risks of Attendance

The risks of attendance at the stadium or an event at the stadium include (but are not limited to):

- Being struck by a ball, person or other moving or static object;
- Falling on the stairs, escalators, chairs or floors of the stadium because they are wet, damaged, uneven or have rubbish or other objects lying on them;
- The failure or unsuitability of facilities at the stadium (including grand stands, fences and guard rails);
- Being exposed to the sun, heat, rain, hail, wind or storm without any protection from the elements – it should be noted that some areas of the stadium are exposed to direct sunlight;
- Acts of violence and other harmful acts (whether intentional or inadvertent) committed by persons attending the stadium or an event;
- Loss or theft of or damage to clothing and personal items brought into the stadium;
- Being exposed to loud music, noise, sounds or obscene, derogatory or abusive language;
- Being exposed to bright and flashing lights and fireworks.

By attending the stadium or an event at the stadium, patrons are at risk of suffering (amongst other things):

- Broken bones or joint or limb injury;
- Blackout or fainting;
- Burns, sunburn, sunstroke, dehydration, cuts and abrasions;
- Loss of or damage to clothing and personal equipment or items.

Patrons acknowledge that attending the stadium and an event may cause them personal injury, death or property loss or damage as a result of which they may suffer loss of income (salary, wages, etc), financial loss or other forms of economic loss. Patrons agree that they are solely responsible for any of these losses without being able to make or seek any recovery from the stadium manager, owner or event organiser or any of their respective employees or agents. Patrons release and indemnify the stadium manager, owner and event organiser for any loss of income (salary, wages, etc), financial loss or other forms of economic loss that they may suffer or incur.

Patrons are responsible for any damage they cause to any person or property (including the patron's own property). Patrons agree to indemnify the Stadium manager, owner and event organiser in respect of any liability or claim made against the stadium manager, owner or event organiser as a consequence of, in relation to, or in any way arising out of the patron's conduct or attendance at the stadium or event.

It is acknowledged that:

1. these Terms are subject to any law which forbids that indemnity or exclusion of liability including the Australian Consumer Law (which is part of the *Competition and Consumer Act 2010* (Commonwealth) and the *Fair Trading Act 1989* (Queensland)); and.
2. each indemnity and liability in this document is amended to the extent that any right under the Australian Consumer Law and the *Fair Trading Act 1989* cannot be excluded.

Patrons acknowledge that where there is a breach of the Australian Consumer Law or the *Fair Trading Act 1989* by the stadium manager, owner or event organiser in respect of which the exclusions or indemnities in these Conditions are prohibited from applying, to the extent that it is reasonable, the patrons' rights to refund or any other compensation are limited to:

1. Refund of the purchase price of the ticket held by the patron for the relevant event; and/or
2. The provision of equivalent goods and services as those that were to be provided to the patron for the ticket held by the patron.