



**AUSTRALIAN
ATHLETICS**

CONDITIONS OF ENTRY



CONDITIONS OF ENTRY

1. Introduction

For the comfort, safety and enjoyment of all event participants, patrons and staff, the following conditions of entry (Conditions of Entry) apply to all Australian Athletics event (Event) attendees.

In these Conditions of Entry, 'the Venue' means the entire premises of a venue or stadium where an Event takes place, including all areas controlled by the Venue owner or hirer or Australian Athletics and any Car Parks (as defined below).

These Conditions of Entry are to be read in conjunction with the terms and conditions that apply specifically to any relevant Event, Venue or Car Park (as defined below). Please refer to the relevant ticket information, Event information and Car Park signage for further information.

2. Acceptance of the Conditions of Entry

By entering the Venue or possessing a ticket for entry to the Event, attendees are deemed to have accepted and understood as binding on them these Conditions of Entry and any accompanying risks, obligations and responsibilities. It is the responsibility of the attendee to inform themselves of these Conditions of Entry.

Attendees who do not comply with these Conditions of Entry will not be permitted entry. Attendees who have been admitted but subsequently fail to comply with these Conditions of Entry or act in a manner that Australian Athletics (or its staff) considers to be dangerous or unacceptable may be removed from the Venue without refund of any entry fee(s) (for further information regarding potential refunds please refer to Australian Athletics' Refund Policy).

Attendees are admitted into the Venue at their own risk and choose to do so under these Conditions of Entry.

Attendees must comply with all reasonable and lawful directions made by Australian Athletics, its employees or its agents while attending the Venue. Any consent, authorisation or permission given by Australian Athletics, its employees or its agents may be revoked at any time for whatever reason.

3. Ticketing

Until Australian Athletics has received the entire applicable entry fee(s), no admission ticket for an Event ('Admission Ticket') will be issued and entry to the Venue will be denied.



For all Admission Tickets which are received or purchased by any person, that person must comply, and ensure that each subsequent holder of the Admission Ticket complies, with these Conditions of Entry.

In the event that unauthorised duplicates of an Admission Ticket are detected, Australian Athletics reserves the right to refuse entry to, or remove from, the Venue all persons possessing Admission Tickets with the same identification number/code.

Persons are prohibited from selling or on-selling any Admission Ticket for consideration of a value greater than the original purchase price by any means, without the prior written consent of Australian Athletics (which may be withheld by Australian Athletics for any reason). Where an Admission Ticket has been allocated to a specific person or group, that Admission Ticket may not be transferred without the prior written consent of Australian Athletics.

Where an Admission Ticket allocates a specific seating or viewing area, the holder of the Admission Ticket must only sit or spectate from their specified seat or viewing area.

Australian Athletics does not accept any responsibility for lost or stolen Admission Tickets. In the instance that a person seeks a refund to their ticket, this must be made in accordance with the Australian Athletics Refund Policy which may be found on the Australian Athletics website www.athletics.com.au.

4. Health and wellbeing

Attendees agree to be subject to any public health and/or safety measures as deemed reasonable and necessary by Australian Athletics in its sole and absolute discretion at the time of the Event (which may vary depending on, but is not dictated by, the current government safety requirements, directives or guidelines). Further, Australian Athletics reserves the right, in its sole and absolute discretion to close the Venue notwithstanding any previously advertised Venue operating times or take other action or measures.

By attending Events, attendees acknowledge that they have considered the potential risks and their own personal circumstances, including any health condition or vulnerability that they may have, and the circumstances of persons with whom attendees will be in close contact at the Venue as well as any physical activity they may engage in while at the Venue.

Unaccompanied children under the age of 12 years are not permitted entry to the Venue unless accompanied by a person at least 18 years of age. If an attendee who is of the age of 18 or older brings a child under the age of 18 to the Venue, the older person is responsible for the care, conduct and supervision of the child at all times.



If an attendee suffers an injury, illness or potential medical emergency, the attendee agrees that a representative of Australian Athletics may provide or facilitate evacuation, first aid and/or medical treatment at the attendee's expense, and that the attendee's acceptance of these Conditions of Entry constitutes their consent to such an evacuation, first aid and/or medical treatment. Attendees agree to reimburse Australian Athletics for any costs or expenses incurred in providing such medical treatment.

5. Damage

Attendees indemnify and will keep Australian Athletics indemnified for any damage or defacement of any field of play, sporting surface, equipment or other facility within the Venue, caused directly or indirectly by an attendee's use of such areas/items.

6. Liability and indemnity

Attendees indemnify and agree to keep indemnified Australian Athletics and its employees, contractors and agents against any liability for any claim, loss (including pure economic loss), damage, costs and expenses arising from their acts or omissions at the Venue, except to the extent that the claim, loss, damage, costs and expenses were caused by the negligence of Australian Athletics.

To the extent permitted by law and subject to Australian Athletics' other policies and any other applicable terms and conditions, Australian Athletics will not be liable for any loss or damage suffered by attendees at the Venue or otherwise in relation to the Event, except to the extent that the loss or damage was caused by the negligence of Australian Athletics.

Attendees are responsible for any property they bring into the Venue (including, without limitation, any motor vehicle, personal transportation device or other personal property). Australian Athletics will not be liable for any loss, damage to or theft of any property brought by attendees to the Venue.

7. Prohibited items

Australian Athletics may, in its absolute and sole discretion, deny entry or remove any persons, who possess or attempt to bring any of the following items ('Prohibited Items'), from the Venue without refund of any entry fee(s), unless a current and lawful exemption has been provided by Australian Athletics:

- any item, the improper use of which, is reasonably considered by Australian Athletics as being able to cause injury, nuisance or offence to any attendee or damage, deface or otherwise disturb any part of the Venue;
- alcoholic drinks;



- glass objects (other than eyewear or jewellery);
- animals (except guide dogs and other bona fide assistance animals);
- bicycles, scooters, rollerblades, skates, skateboards and the like and automated vehicles such as segways, hover boards or battery powered transportation devices other than electric wheelchairs or any other bona fide personal transport device which is required by an attendee with a physical disability or mobility issue;
- balls, including but not limited to cricket balls and footballs;
- flares, fireworks, laser pointers or party-poppers;
- drones;
- surveillance devices;
- public address systems, electronic equipment, broadcast equipment or similar devices that may interfere with the broadcast equipment or similar devices being used by Australian Athletics, its agents or any authorised third party conducting a broadcast at the Venue;
- confetti or shredded paper;
- illicit drugs;
- weapons, firearms, knives or any other object that could be used or reasonably perceived as a weapon including toy or imitation weapons;
- oversized signs, banners or flags that are considered by Australian Athletics, in its absolute discretion, as capable of causing a nuisance or offence;
- loud hailers, megaphones, speakers and musical instruments of any nature (including vuvuzelas, horns, whistles and drums);
- any object that could be used to distract, hinder or interfere with any person competing in an Event; and
- any item the possession of which does not have an ordinary and reasonable use by a person within the Venue.

Australian Athletics reserves the right to search any person (including any bag or package on their person) who is entering or who has entered the Venue, to determine whether that person possesses a Prohibited Item or not. Any Prohibited Item(s) may be confiscated by Australian Athletics if subsequently found on a person, upon or following entry into the Venue.

Australian Athletics is not responsible for, and will not be held liable by any person, for loss, theft or damage to any such Prohibited Items left by any persons in or around the Venue.



8. Images, recordings and media

8.1 Use of images, recordings and media

Attendees acknowledge their image, likeness and/or voice may be recorded while attending the Venue, by Australian Athletics, its affiliates and official partners or various third parties by any means, including but not limited to video, audio and visual recordings by television cameras and photographers.

Australian Athletics owns all rights in these images and material, including without limitation intellectual property rights, and has the right to reproduce, use, share or license the use of these images and materials as it sees fit without the approval of the relevant attendees or the need to identify or compensate any relevant attendees. Attendees waive any rights, claims or interests to control or inspect any content captured by Australian Athletics.

Attendees acknowledge that Australian Athletics may possess certain personal information which they have provided, directly or indirectly, to Australian Athletics. Such information will be collected, managed and used in accordance with Australian Athletics' Privacy Policy, available on their website www.athletics.com.au.

8.2 Photography and recordings of children

Children must not be photographed or videoed at the Event unless the person taking the images is the parent or guardian of the child or is otherwise authorised by Australian Athletics, in accordance with the /Australian Athletics Safeguarding Children & Young People Policy.

8.3 Personal and commercial use

An attendee may only take images of activities at the Venue for personal use. The use of photographic, video or audio equipment to take images or recordings of activities at the Venue for commercial purposes, including but limited to for public advertisement, display, commercial exploitation, sale, broadcasting, or distribution, by any person, is not permitted without the prior written consent of Australian Athletics (which may be withheld or subject to certain conditions determined by Australian Athletics in its absolute discretion).

Australian Athletics authorises non-personal use of photography and recordings by providing media accreditation to approved individuals or organisations.

Where Australian Athletics reasonably suspects images or recordings are being taken for non-personal use or otherwise in breach of these Conditions of Entry, the person taking the image or recording must at the direction of Australian Athletics, its



employees or agents, immediately and permanently destroy any such image or recording, and may be immediately removed from the Venue. Official media representatives will be identifiable with an accreditation pass and media bib to be worn for the duration of the relevant Event.

Attendees must not, without the prior written authorisation of Australian Athletics, represent in any manner that:

- the attendee is a sponsor or affiliate of, or is in any other way associated with, Australian Athletics or the relevant Event; or
- that Australian Athletics uses, endorses or otherwise supports any goods, services or brands associated with the attendee or a third party.

Attendees acknowledge and agree that any images or recordings taken in breach of these Conditions of Entry:

- must not be publicly or privately uploaded to any internet website, social media page or any other forum; and
- must be immediately destroyed and may be destroyed by Australian Athletics or its agents in Australian Athletics' absolute discretion.

9. Dress code

Attendees are requested to, at minimum, be appropriately clothed for a public venue and footwear must be worn at all times during their attendance at the Venue:

- attendees must not wear or display items which bear offensive, racist, radical, fanatical, inflammatory, obscene, derogatory or provocative slogans, signage or logos;
- attendees must not wear or display any item for the sole or dominant purpose of ambush or third-party marketing; and
- attendees must not wear, display or possess items which bear street gang, organised crime, outlaw motor cycle gang colours or emblems, Nazi symbols or any other extremist, hateful or discriminatory insignia including and not limited to patches, jackets, T-shirts, badges, other clothing, accessories or paraphernalia or items bearing an such insignia.

Australian Athletics reserves the right to refuse admission to any person, who in the opinion of Australian Athletics' personnel (including employees and authorised contractors), is deemed to be inappropriately attired.



10. Integrity compliance

Australian Athletics is committed to providing a safe and enjoyable environment for patrons, staff, athletes, officials, coaches and contractors. All attendees must adhere to Australian Athletics' Code of Conduct (available on the Australian Athletics website www.athletics.com.au, while attending an Event.

11. Car parks

Driving, parking or otherwise leaving a vehicle in a car park or grounds controlled by or on behalf of Australian Athletics or at the Venue ('Car Park') is done at the risk and responsibility of the relevant driver or attendee.

To the extent permitted by law Australian Athletics is not liable for:

- any theft, loss or damage whatsoever to any vehicle, its accessories or its contents; or
- any death or injury of any person,

while any person or attendee, their vehicle or their property are in the Car Park or while any person or attendee or their vehicle are entering or leaving the Car Park.

Attendees and other persons must not park or otherwise leave their vehicle in a manner which obstructs an entrance/exit to the Venue or its surrounds. Australian Athletics, its employees or its agents may, at the expense of the relevant attendee or other person, move or remove a vehicle which poses such an obstruction or has been parked or otherwise left in an unauthorised or unsafe position.

All attendees and other persons driving or parking a vehicle in a Car Park must follow all reasonable and lawful direction of Australian Athletics, its employees and agents.

12. Changes to this Policy

Australian Athletics may replace or vary these Conditions of Entry at any time and without notice