

MELBOURNE STARS – CORPORATE HOSPITALITY AND EVENTS

Code of Conduct

By attending a Melbourne Stars (**MS, our**) event, you agree to bound by this Code of Conduct.

If you fail to comply with this Code of Conduct, MR and/or the venue operator may require you to leave the event and/or the venue.

Consistent with the values of MR, all event attendees are required to:

1. Conduct themselves in a way that does not interrupt the enjoyment of the event for others, is lawful and respectful to all, and does not damage (or have the potential to damage) the reputation of MR, its members or supporters.
2. Refrain from:
 - (a) engaging in any form of discriminatory or threatening conduct, or vilification or abuse on the basis of race, colour, sex, language, religion, political or other opinion, national or social origin, property, birth or other status such as disability, age, marital and family status, sexual orientation and gender identity, health status, place of residence, economic and social situation; and
 - (b) any acts of violence, disruptive behaviour or use of offensive or abusive language or gestures.
3. Comply with:
 - (a) the rules and requirements of the venue operator and event organisers; and
 - (b) the reasonable or lawful directions of the venue operators, event organisers and MS, including but not limited to public health requirements and event protocols relating to the COVID-19 virus.

In accordance with liquor licensing requirements, if you show signs of intoxication you may be refused service of alcohol and/or required to leave the event or venue.

If you are required to leave the event or venue under this Code of Conduct, you will not be entitled to any refund or compensation.

Event Terms and Conditions

The following terms and conditions are both of sale (including any resale or subsequent assignment) and attendance at the event. You agree to these terms and conditions by registering for or attending a Melbourne Stars (**MS, our**) event or an event sold by MS on behalf of a third party. If you choose not to be bound or fail to abide by the terms and conditions, your attendance at the event may be prohibited. If you are booking on behalf of other attendees, you should direct them to these terms and conditions.

1. **Prices and payment:** All prices are inclusive of GST. Payment in full is required at the time of booking (or unless otherwise specified).
2. **Conditions of entry:** It may be a condition of entry to individual events that a search of the person and / or their possessions is required at the time of entry to the venue or event.

Cameras, audio and video recorders may not be permitted at all or may not be operated at or in the proximity of the event. This right is reserved to broadcast or telecast any event live or delayed. Entry may be refused if tickets are damaged or defaced in any way.

3. **Program:** MS reserves the right to alter the event program as advertised or advised at any time without prior notice, including the date, venue, seating arrangements, audience capacity, entertainment and activities. Every effort will be made to ensure a program of equivalent standard. If the date, time or venue of an event is rescheduled or changed, your ticket will remain valid for the rescheduled date, venue and time.
4. **Event postponement:** Should an event be postponed due to unforeseen circumstances, all tickets purchased for the original date will be transferred to the rescheduled date.
5. **Event cancellations:** Should an event be cancelled due to unforeseen circumstances or circumstances beyond MR's reasonable control (including but not limited to or in relation to any public health order or directive), MS will endeavour to process a full refund of any amount paid in advance within 30 days of such circumstances becoming known.
6. **Substitutions:** Should an attendee be unable to attend the event, another MR member may attend in their place. Bookings will remain under the original booking name.
7. **Refunds:** Except as specifically provided in these terms and conditions or as required by law, event tickets are not refundable and cannot be exchanged for other events or benefits.
8. **Lost tickets:** MS reserves the right to charge a fee for the replacement of tickets. MS reserves the right not to replace tickets where seating is not allocated (general admission tickets).
9. **Image Release:** In registering or booking for and attending MS events, attendees grant permission to MS, its agents and others working under its authority, to take and to have full and free use of video/photographs/recordings containing their image/likeness. These images may be used for any purpose by or for MS including promotional, news, on-line/multimedia, research and/or education. Attendees agree that they are not entitled to remuneration, residuals, royalties or any other payment from MS in respect of their image/likeness or its use. Attendees release, discharge, and hold harmless, MS and its agents from any and all claims, demands or causes of actions that they may hereafter have by reason of anything contained in the video, photographs or recording. Should an attendee not agree to the above image release, they must advise MS in writing by emailing info@melbournestars.com.au and may not be permitted to participate in the event or parts of the event.

10. **Event attendance:** The right of admission to an event may be subject to the venue's terms of admission. MS does not accept any responsibility for the security of or safety of the personal belongings of either you or those who attend the event with you.
11. **Behaviour:** You must be fully responsible for your own conduct and for the conduct of those who attend the event with you. MS reserves the right to prohibit entry of any person to an MS event, or eject any person from an MS event based on behaviour deemed inappropriate by MS staff and/or its agents and others working under its authority. You must comply at all times (and ensure that your guests comply at all times) with MS's Events Code of Conduct (above) which forms part of these terms and conditions.
12. **Resale and/or use of tickets:** Tickets may not, without the prior written consent of MS, be resold or offered for resale at a premium (including via on-line auction sites) or used for advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services, either by the original purchaser or any subsequent bearer. If an event ticket is sold or used in breach of this condition, the ticket may be cancelled without a refund and the bearer of the ticket may be refused admission.
13. **Scalping warning:** The resale of tickets in certain circumstances is governed by ticket sales legislation and may attract criminal penalties.
14. **Privacy and communications:**
 - (a) MS handles the personal information it collects in connection with events payments, bookings and attendance in accordance with the Australian Cricket Privacy Policy which can be found at: <https://www.melbournestars.com.au/privacy-policy>
 - (b) Our Privacy Policy explains how we collect, use and disclose the personal information (including any overseas disclosures), how to request access to or correct your personal information and how to make a privacy complaint and how we handle complaints. Without limiting the application of our Privacy Policy, MS will use and disclose your personal information to process payments, deal with enquiries and disputes, manage events and it may also send you information about MS events, promotions and specials and on behalf of selected third parties. The terms of the Privacy Policy form part of these terms and conditions.
 - (c) You confirm that you have the consent of all the individuals whose personal information you provide to MS and you have let them know about MS's Privacy Policy.
 - (d) If you do not wish to receive updates from MS or selected third parties, you can email info@melbournestars.com.au to opt out.
 - (e) For more information about opting out of further direct marketing communications refer to our Privacy Policy.

15. **No waiver by MS:** Any waiver by MS, when exercising any right, power or provision of these terms and conditions, does not mean a waiver of any other right, power or provisions or the same one in the future. Also, any delay in exercising a right, power or provision should not be taken to be a waiver by MS.

16. **Laws of Victoria:** These terms and conditions and any claims, actions or disputes are governed by the laws of Victoria.

17. **Liability**

(a) All express or implied guarantees, warranties, representations or other terms relating to these terms and conditions or their subject matter, not expressly set out in these terms and conditions, are excluded from the agreement between MS and you to the maximum extent permitted by law.

(b) Nothing in these terms and conditions excludes, restricts or modifies any right or remedy, or any guarantee, warranty or other term or condition, implied or imposed by any legislation that cannot be lawfully excluded or limited. This may include the Australian Consumer Law, which contains guarantees that protect the purchasers of good and services in certain circumstances.

(c) If any guarantee, warranty, term or condition is implied or imposed in relation to these terms and conditions under the Australian Consumer Law or any other applicable legislation and cannot be excluded (a Non-Excludable Provision), and MS is able to limit your remedy for a breach of the Non-Excludable Provision, the liability of MS for breach of the Non-Excludable Provision is limited to one or more of the following at MS' option:

- (i) in the case of goods, the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods, or the payment of the cost of having the goods repaired; or
- (ii) in the case of services, the supplying of the services again, or the payment of the cost of having the services supplied again.

(d) Attendance is voluntary and at the individual's own risk and, subject to clauses 17(a) and 17(b), you agree that MS (including its officers, employees and agents) is excluded from all liability (including for negligence) for any personal injury, death or illness or any loss or damage, whether direct, indirect, special or consequential, arising in any way out of or in relation to the event.

18. **Severance**

(a) Any provision of these terms and conditions will be read down to the extent necessary to prevent that provision or these terms and conditions being invalid, voidable or unenforceable in the circumstances.

(b) If, despite clause 18(a), a provision of these terms and conditions is still invalid or voidable:

- (i) if the provision would not be invalid or voidable if a word or words were omitted, that word or those words will be deleted; and
- (ii) in any other case, the whole provision will be deleted, and the remainder of these terms and conditions will continue to have full force and effect.

19. Order of Precedence

If an event takes place in conjunction with a match, you must also comply and procure the compliance of your guests with all relevant terms and conditions applicable in respect of the match and the match venue, including in respect of match tickets, as notified and as these may vary from time to time. In the event of any inconsistency, these event terms and conditions shall take precedence during the event, subject only to any over-riding public health and safety considerations determined in consultation between MR, the event organisers, Cricket Australia and/or the venue operator as applicable.