

Westfield FFA Cup Terms of Admission

1. **General** - The following Terms of Admission shall apply to all tickets issued by or on behalf of Football Federation Australia Limited (**FFA**) or a participating Club from the round of 32 of the Westfield FFA Cup (**Competition**) and the admission of all Patrons to a Competition venue (**Venue**). By attending a Venue, Patrons agree to be bound by, and comply with, these Terms of Admission.
2. These Terms of Admission incorporate and should be read in conjunction with the Prohibited Items List, Venue Conditions of Entry, ticket conditions (appearing on each ticket), the 'FFA Spectator Code of Behaviour' and the refund policy referred to at Item 5. To the extent of any express conflict, the provision in the document which appears first in this paragraph will take priority. FFA reserves the right to amend these Terms of Admission from time to time and copies of the latest documents will be available at www.footballaustralia.com.au and at the Venue.
3. **Spectator Behaviour** - Patrons agree to comply with the 'FFA Spectator Code of Behaviour', a copy of which is available at www.footballaustralia.com.au.
4. **Ticket** – Patrons must not, without FFA's express written consent:
 - (a) offer for sale, resell or transfer, (or attempt to offer for sale, resell or transfer), the ticket at a premium;
 - (b) use the ticket for advertising, promotional or other commercial purposes (including competitions and trade promotions, to enhance the demand for other goods or services, in the course of any business or to facilitate a third party's business); or
 - (c) package the ticket with other goods and services.
5. Tickets must be carried at all times and produced upon request. Admission to a Venue will only be authorised upon presentation of a valid, undamaged, unforged and whole ticket or appropriate accreditation.
6. **Refund/Exchange** – Tickets will not be refunded or exchanged except in accordance with the "Code of Practice for the Ticketing of Live Entertainment in Australia" (the **Code**), available at www.liveperformance.com.au. Except as provided by the Code, to the extent permitted by law, FFA and participating Clubs will not be liable to any person for any loss (including consequential loss) arising out of, or in connection with, the cancellation or rescheduling of the event.
7. **Security Screening** – All persons and their possessions may be subject to searches before entering, or at any time within, the Venue and may be subject to search upon exit. Patrons who refuse to participate may be denied entry or asked to leave the Venue.
8. **Refusal of Entry/Eviction** – FFA, Member Federations, participating Clubs and Venue management reserve the right to refuse entry or evict any person:
 - (a) who breaches these Terms of Admission or who FFA, a participating Club or Venue management has reasonable grounds to believe is likely to breach these Terms of Admission;
 - (b) who jeopardises safety or security at a Venue or match or the integrity of a match, or who FFA, a participating Club and/or Venue management have reasonable grounds to believe could do so;
 - (c) deemed to be intoxicated, disorderly or under the influence of drugs;
 - (d) attempting to bring in, or found in possession of, Prohibited or Restricted Items;
 - (e) engaging in a Prohibited or Restricted Activity;
 - (f) failing to comply with lawful directions by FFA, Member Federations, participating Clubs, Venue management, police, or contracted security personnel;
 - (g) previously issued with a Court Banning Notice or FFA Banning Notice that still applies;
 - (h) not authorised to be in the Venue e.g. without a valid entry ticket or accreditation; or
 - (i) is suspected of committing or having committed or being likely to commit, a criminal offence in or about the Venue.
9. **Prohibited/Restricted Items** – The following is a non-exhaustive list of items that are prohibited by law and are not permitted to enter the Venue:
 - (a) illegal substances including controlled, dangerous or illicit drugs; and
 - (b) flares, fireworks, weapons, explosives and smoke bombs.

The following items are considered restricted and are not permitted to enter the Venue:

- (a) alcoholic beverages;
- (b) glass bottles, cans and breakable containers;
- (c) missiles of any description;
- (d) recreational equipment such as skateboards, rollerblades and bicycles;
- (e) animals and pets (other than Assistance Dogs);
- (f) laser pointers;
- (g) non-accredited photographic equipment and recording devices for commercial purposes (including audio and audio-video equipment or devices);
- (h) confetti or shredded paper;
- (i) flag poles composed of materials other than plastic or wood or greater than 1.5 metres in length;
- (j) national or political flags or emblems or any other signs, banners, or materials (including clothing) displaying offensive or inappropriate content or unauthorised commercial or promotional content, (whether written in English or a foreign language);
- (k) eskies, coolers and iceboxes too large to be stored under a seat;
- (l) any item determined by FFA, participating Clubs or Venue management that may interfere with the security of a Venue or match or cause injury, public nuisance or which is deemed dangerous or hazardous to fellow spectators; and
- (m) any item on the Prohibited Items List available at www.footballaustralia.com.au or on the Venue Conditions of Entry.

Prohibited items may be removed, confiscated or destroyed without compensation or any obligation to return the items to the Patron.

10. **Prohibited/Restricted Activities** – The following is a non-exhaustive list of activities that are restricted or prohibited within the Venue and participation in such activities may result in eviction:
 - (a) smoking (other than in a designated area);
 - (b) displaying commercial or offensive signage;
 - (c) any conduct which interferes with a match or is dangerous or disruptive including throwing objects of any description;
 - (d) possessing, striking or igniting flares, firecrackers, fireworks, explosives and or smoke bombs;
 - (e) the use of any chanting, language or conduct which is likely to offend, insult, humiliate, disparage or vilify any reasonable person on the basis of gender, race, religion, culture, colour, descent, country of origin, or disability;
 - (f) concealing identity with a scarf, balaclava, mask or other item unless for a religious, medical or other justifiable reason;
 - (g) unauthorised storage of equipment or standing/sitting in aisles or walkways;
 - (h) public nudity or indecency;
 - (i) defacing a Venue or third party property or defacing or obscuring any notice, signage or advertisement within a Venue;
 - (j) unauthorised commercial activities including, soliciting, customer surveying, promotions, advertising or marketing (including by way of distributing or offering any goods or services for sale in or around the Venue);
 - (k) entering or attempting to enter any restricted or prohibited area without proper authorisation (including the field of play, a player dressing room or official area, roofs, masts, fences or structures in or around the Venue);
 - (l) conducting or causing to be conducted any form of betting or gambling within the Venue or collecting, disseminating, transmitting, publishing or releasing from the Venue (by any means or using any device) any score, result, statistic or data for any commercial, betting or gambling purpose;

- (m) offering, attempting to offer, or acting in concert with persons offering, any form of bribe or reward to a third party to fix, or otherwise improperly influence any match or the Competition; or
- (n) any form of ambush marketing (including by representing, promoting or advertising that the Patron or any organisation has a connection or association with FFA, an A-League Club, Asian Football Confederation (AFC) or the Competition which they do not have (including by using any logos, indicia or words associated with the Competition without FFA's prior written approval) or any unauthorised use of the intellectual property rights of FFA, Clubs or any activity which otherwise exploits the publicity or goodwill of the Competition without FFA's written permission or any activity which FFA determine denigrates the rights of FFA, an A-League Club or any third party associated with the Competition (including sponsors).

11. Responsible Consumption of Alcohol – All persons entering the Venue are advised that:

- (a) they are entering a licensed premises;
- (b) persons identified as being intoxicated will not be permitted to enter;
- (c) persons found in possession of liquor will not be permitted to enter;
- (d) persons identified as being intoxicated will be removed from the premises;
- (e) it is an offence for minors to purchase and consume liquor;
- (f) it is an offence to purchase liquor for (or supply liquor to) minors;
- (g) persons supplying liquor to minors will be reported to the Police; and
- (h) penalties and fines may apply under the relevant State's Liquor legislation.

12. Surveillance – For the safety and security of Patrons and staff, surveillance cameras may be operating in and around the Venue. All persons entering the Venue consent to having their image recorded and held for a specified period. In the event of an incident, any footage obtained may be provided to FFA, Clubs, police and contracted security personnel, and used to prosecute or support the implementation of a ban on a person, or for other law enforcement purposes.

13. Pass-Outs – Pass-outs may be issued at the discretion of the Venue. Should pass-outs be granted, patrons wishing to re-enter the Venue must present both the pass-out and a valid ticket to regain entry. Persons will be subject to searches upon Venue re-entry.

14. Photographs and Broadcasts – Any photographs or recordings of video, audio or audio-video material taken within the Venue may be used only for private, personal, non-commercial and non-promotional purposes. Making, distributing or otherwise disseminating any sounds, image, results, broadcasts, commentary, news reports or statistics by any means or device (including mobile phone or tablet) or assisting any person in these activities, is prohibited unless authorised or solely for private, personal, non-commercial and non-promotional purposes.

15. Image Release – Patrons consent to the recording (by any means at or about the Venue) and perpetual use of their voice, image or likeness in any form or medium, including as part of any broadcast or recording of a match and for any other commercial purposes (including in advertising and promotional materials) without compensation. FFA is the sole legal and beneficial owner of copyright and other intellectual property rights (including future rights) subsisting in any photographs or recordings of video, audio or audio-video material taken within a Venue. Patrons consent on an irrevocable worldwide and perpetual basis to FFA (and its nominees) using by any means, in any format, any such photographs, recordings or other works made in breach of these Terms of Admission.

16. General Conditions – The following general conditions apply:

- (a) a valid ticket permits a Patron to occupy the seat specified on their ticket or general admission standing area (or such alternative position as FFA may allocate acting reasonably) for the duration of a match or until FFA deems a match to be completed;
- (b) smoking is prohibited other than in designated smoking areas;
- (c) umbrellas are permitted into the Venue but, for the comfort of others, must not be raised in the seating or concourse areas;
- (d) for safety reasons, strollers and prams may not be permitted in the seating bowl;
- (e) unauthorised persons are prohibited from entering the field of play. Prosecutions may be pursued for unauthorised access to either the Venue or field of play;
- (f) Patrons are responsible for their own conduct whilst in the Venue and must pay for the cost of repair of any damage caused to the Venue as a result of their conduct;
- (g) drums and other restricted items may be permitted in the Venue on the condition that the owner is identified and receives prior approval from Venue management or FFA; and
- (h) all tickets remain the property of FFA.

17. Liability – Attending a football match and associated activities and moving around a Venue can be dangerous and may result in personal injury. Patrons do so at their own risk. Patrons also bring personal items into the Venue at their own risk and acknowledge there is no storage at a Venue. To the maximum extent permitted by law, FFA, a Member Federation, a Club and Venue management, will not be liable for any damage, loss or harm (including property damage, personal injury, economic, consequential or indirect loss or special damages) howsoever arising in connection with a match or the Venue and each Patron agrees not to bring, and releases FFA, Clubs, and Venue management from any complaint, claim or proceeding in relation to the above. Each Patron indemnifies and holds FFA, a Member Federations, Clubs and Venue management harmless from and against any loss, damage or liability (including enforcement costs) howsoever suffered or incurred by any of them in connection with a breach by the Patron of these Terms of Admission.

18. Breach of Terms of Admission – If Patrons breach these Terms of Admission they may (without compensation or refund) be:

- (a) denied access to, or evicted from a Venue, have their ticket (and any future tickets) cancelled and be required to deliver up any ticket in their possession;
- (b) banned from attending future matches at the discretion of FFA, a Member Federation, a Club or Venue management; and
- (c) asked for identification by FFA (including their authorised contractors, agents or employees), participating Clubs, police, Venue management or contracted security personnel;

subject to all legal remedies available to FFA, Member Federations, Clubs and Venue Management and, if applicable, may also result in the revocation of membership privileges.

19. Information collected from Patrons who breach the Terms of Admission may be shared between FFA, FFA's members, including Clubs, as well as Venue management, contract security personnel and police. This information may be used to prosecute or support the implementation of a ban on the person, or for other law enforcement purposes, and Patrons consent to such use. All personal information collected by FFA will be handled in accordance with FFA's Privacy Policy, which is available at www.footballaustralia.com.au/privacy.

20. Privacy Waiver – Patrons grant consent for their name, address, date of birth and photograph to be provided to FFA by the relevant State or Federal Police or contracted security personnel in the event that they are evicted from or arrested within the Venue and for State or Federal Police to disclose to FFA the nature and result of any action or criminal proceeding initiated by Police as a consequence of their eviction from or arrest within the Venue.

21. Privacy Notification – All persons entering the Venue are advised, in accordance with applicable State and Commonwealth privacy legislation, that the relevant State or Federal Police may provide FFA with the name, address, date of birth and photograph of any person detained or arrested by Police at the Venue and the nature of any action or criminal proceeding initiated by Police as a consequence so that FFA can consider, and if deemed necessary, implement a ban on the person from attending future football matches at FFA sanctioned Venues.