

National Sports Museum Limited Ticketing Terms and Conditions

Valid from 9 May 2019

National Sports Museum Limited ABN 92 010 129 110 (“NSM Limited”) operates the National Sports Museum at the Melbourne Cricket Ground (the “MCG”). NSM Limited provides services including the sale and distribution of admission tickets to tourism products (each a “Product”) offered at the MCG. NSM Limited owns and operates the website at www.nsm.org.au (the “NSM Website”).

By purchasing an admission ticket from NSM Limited, you agree to be bound by these Terms and Conditions, which relate to both the sale of admission tickets and attendance at the Products, and apply to both the original purchaser and any subsequent admission ticketholders. These Terms and Conditions and the provision of the Services to the purchaser are governed by the laws of the state of Victoria, Australia, without reference to principles of conflict of laws. References to the “MCG” in these Terms and Conditions include the Melbourne Cricket Club where applicable.

Conditions of entry

Admission tickets are sold subject to any additional terms and conditions of the MCG relating to the relevant Product (the “MCG Terms”), and admission to a Product is subject to the MCG Terms (including the MCG’s conditions of entry available at <https://www.mcg.org.au/the-stadium/visitor-information/conditions-of-entry>). The MCG Terms may be disclosed as part of the Product information on the NSM Website and at the National Sports Museum at the time of purchase, and are also available from NSM Limited on request. The following form part of the MCG Terms unless otherwise specified in the MCG Terms:

- a) You may be denied entry into, or removed from, a Product where the MCG has reasonable grounds to do so, including if you are intoxicated, under the influence of illicit drugs, inappropriately attired or adversely affecting the enjoyment of the Product by other attendees.
- b) You may be refused entry into a Product if you arrive late to the scheduled time of the Product. The MCG event schedule (including opening hours) is available at <https://www.mcg.org.au/things-to-do/mcg-tour/operating-hours>.
- c) You are not permitted to take into the Product, or use, professional cameras or other professional photographic or recording equipment without prior permission from the MCG or NSM Limited as applicable.
- d) You may be required to submit to a search of your person and/or possessions before entering the MCG.

Collection and delivery of tickets

You must allow adequate time for collection or delivery of admission tickets prior to the scheduled time of the Product. Where concessions are applicable, suitable and valid identification must be provided for collection of admission tickets and at the event.

Entry to a Product may be refused if NSM Limited or the MCG (as applicable) reasonably believes that an admission ticket is not authentic or valid, including because the ticket has been damaged or defaced, or has not been purchased from NSM Limited or other authorised points of sale.

Group/Education Product bookings

Acceptance of a group booking of 20 or more visitors, or an Education Product booking, to a Product is subject to the MCG Terms. With respect to such bookings, the following form part of the MCG Terms unless otherwise specified in the MCG Terms:

- a) Bookings must be made at least one month in advance.
- b) Any amendments, including changes to visitor numbers, must be made at least 7 days prior to the date booked.
- c) A non-refundable 10% deposit is payable at the time of booking, with balance to be paid 3 days prior to the date booked.
- d) Cancellations will be accepted up to 3 days prior to the date booked, and payment will be refunded less the 10% deposit paid at the time of the booking.

Refunds and exchanges

NSM Limited will only offer a refund or exchange of an admission ticket if the Product is cancelled or rescheduled by the MCG (and you cannot or do not wish to attend the rescheduled Product), or to the extent otherwise required by law (including the Australian Consumer Law). You must apply for a refund promptly following notification that the Product has been cancelled or rescheduled. NSM Limited does not offer refunds or exchanges as a result of a change in your personal circumstances.

If a Product is cancelled or rescheduled by the MCG, NSM Limited's liability is limited to the amount for which the ticket was purchased (including any fees or charges). Proof of purchase may be required for any refund or exchange. Unless required by law (including the Australian Consumer Law), NSM Limited will not be liable for any other losses incurred by you as a result of the cancellation or rescheduling of a Product, including any travel and accommodation expenses.

NSM Limited will only replace lost, stolen, damaged or destroyed admission tickets if the authenticity of the ticket can be verified, including proof of purchase, and if you give reasonable notice before the Product. NSM Limited may charge a reasonable fee for the replacement of admission tickets.

Variations to Products

NSM Limited reserves the right to add, withdraw, reschedule or substitute Products and/or vary advertised programs, prices, venues, or audience capacity, and this will not give rise to any right to a refund or exchange of a purchased admission ticket.

Resale of tickets & scalping

Tickets may not, without the prior written consent of NSM Limited:

- a) be resold or offered for resale at a premium (including via on-line auction or other unauthorised resale sites);
- b) used for advertising, promotion or other commercial purposes (including competitions and trade promotions); or
- c) offered for sale in packages with other goods or services.

If an admission ticket is sold or used in breach of the above, the admission ticket may be cancelled without a refund and the admission ticketholder of the ticket may be refused admission to the Product, without notice to you.

Errors

While NSM Limited takes reasonable care to ensure that admission tickets are correctly priced and only available for sale when intended, errors may occur. NSM Limited may cancel an order made as a result of any such error. In the case of a pricing error, NSM Limited will endeavour to contact you to give you the option of purchasing the admission ticket at the correct price.

If an error on your behalf results in NSM Limited reprocessing the ticket transaction at your request, NSM Limited may charge to you the actual costs incurred in reprocessing the ticket transaction, including any chargeback or postage fees charged to NSM Limited by a third party.

Variation to Terms and Conditions

NSM Limited may vary these Terms and Conditions at any time. Variations will only apply to admission ticket purchases made after the variation.