

# BRISBANE BANDITS TICKETING AND VENUE ENTRY TERMS AND CONDITIONS OF SALE

## **Background:**

- 1. A holder, under these Terms and Conditions of sale includes any person/s that purchases, or acquires a ticket, pass, credential, VIP, or other authorisation sold/granted by the Australian Baseball League (ABL), Brisbane Bandits or authorised agent, allows entry into the venue and is deemed to have been made aware of, and to have accepted to be bound by the conditions contained on this ticket and other conditions found on <a href="https://www.theABL.com.au">www.theABL.com.au</a> and Terms and Conditions herein.
- 2. All Credentials (staff/media/volunteer/official/VIP) issued by the ABL or any ABL teams are considered holders and thereby are bound by these herein conditions.
- 3. A ticket is valid only when purchased through an authorised agent and must be retained safe and in good condition throughout the event.
- 4. All tickets remain the property of the ABL and the Brisbane Bandits. Tickets may not be on-sold, exchanged for fee or reward or other valuable consideration, or otherwise commercially dealt with (including for advertising and promotional purposes such as prizes, contests, or sweepstakes) without the prior written consent of the ABL and/or Brisbane Bandits. In granting such consent, the. ABL and/or Brisbane Bandits may attach additional conditions to any Tickets as it sees fit (including charging an additional fee). Any breach herein this attendance condition, the bearer of the Ticket may be



refused entry or directed to leave the venue or have the license granted by this ticket terminated.

- 5. The ABL and Brisbane Bandits reserve the right to vary, substitute or withdraw advertised games, programs, artists, venue, and seating arrangements as necessary.
- 6. A breach of herein Terms and Conditions is subject to the maximum extent of the law and/or in immediate ejection, and/or may face sanctions imposed against them including, but not limited to, being banned, prohibited, or disqualified from purchasing tickets for, or attending any event or other function played, promoted, or conducted under the auspices of the ABL, the Brisbane Bandits or any affiliated Club

## **Admission and Venue Entry:**

- 7. Entry to all baseball fixtures is under the control of the ABL and/or the Brisbane Bandits and/or another organiser, includes and is not limited to:
  - a. Regular League Series
  - b. All-Star Series Events
  - c. League Playoffs
  - d. Championship Series
  - e. Exhibition Games

Each being an event that is held at any venue by any holder is subject to the following Terms and Conditions.

8. Attendance at a game and the right of admission is reserved by ABL and/or Brisbane Bandits.



- 9. By holding a ticket or by entering the venue, holders understand and accept these Terms and Conditions herein, and any accompanying obligations, risks and responsibilities. It is the responsibility of each Holder to be informed of all event/venue rules and regulations.
- 10. By attending this event as a parent or guardian with accompanying minor/s, the holder is deemed to have granted all of the foregoing rights, releases and waivers on behalf of such minor/s. If the holder does not wish to or is not authorised to grant such rights, releases, and waivers on behalf of the accompanied minor/s, the holder must immediately accompany the minor/s out of the Venue.

## Food and Beverage:

## **Conduct and Safety:**

- 11. A holder shall not conduct, carry out cause to be conducted or carried out any form of betting or gambling whatsoever within the venue precinct including, to avoid doubt, facilitating the conduct of any form of betting or gambling, whether inside or outside the venue, by transmitting from within the venue, by any method, details of a game or any element of a game to a third party. A breach is subject to the maximum extent of the law and/or may face sanctions imposed against them including, but not limited to, being banned, prohibited, or disqualified from purchasing tickets for, or attending any event or other function played, promoted, or conducted under the auspices of the ABL, the Brisbane Bandits or any affiliated Club.
- 12. No alcohol or commercial take-away food is permitted to be brought inside the venue by a holder.
- 13. Any holders who consume alcoholic beverages shall do so in a responsible manner and be strictly limited to licensed areas only. Intervention with an intoxicated or underage guest will be handled in



- a prompt and safe manner. Those appearing intoxicated will be denied entry or will be directed to leave the venue.
- 14. Holders may keep any ball hit into the stands as a souvenir. However, fans are not permitted to go onto the field, throw objects onto the field, or interfere with balls in play.
- 15. Upon entering the venue, the holder, and credentials:
  - a. Assumes all risk and danger incidental in attendance and provides this release to the ABL, Brisbane Bandits or other organisers for events occurring prior to, during or subsequent to the sport of baseball and all warm-ups, practices and competitions associated with baseball, including specifically but not limited to, the danger of being injured by thrown bats, or fragments thereof, and thrown or batted balls, thrown, dropped, or launched items and projectiles, other hazards or distractions and any incidents or accidents associated with crowds of people, and agrees that none of the "ABL Entities" as defined herein shall be liable for injuries or loss of personal property resulting from any cause. The ABL Entities assume no responsibility for damage to or loss of any Holder vehicle/s or any contents contained therein. "ABL Entities" shall mean the Australian Baseball League Pty Ltd, the owners and lessees of the Venues in which the Game is played, and each of their respective parents, subsidiaries, affiliated or related companies, agents, players, officers, employees, volunteers, contractors, owners, sponsors, and licensees:
    - i. is prohibited from damaging or defacing any part of the Venue Precinct or any other person's property.
    - ii. is prohibited from conducting public surveys or opinion polls, handing out promotional items, donations, or



subscriptions, and other commercial or political disruption.

iii. is prohibited from disrupting a game, use abusive or vulgar language, are in use or possession of a prohibited object/substance, or fail to produce proof of ID as appropriate.

iv. is prohibited from smoking in non-smoking areas (inside, within spectator areas and otherwise where signed).

Breach herein, is subject to the maximum extent of the law and/or may be directed to leave the venue without refund, in full or in part of a ticket purchase and/or face sanctions imposed against them including, but not limited to, being banned, prohibited, or disqualified from purchasing tickets for, or attending any Event or other function played, promoted, or conducted under the auspices of the ABL, the Brisbane Bandits or any affiliated Club.

# **Data Collection and Privacy:**

- 16. By purchasing a ticket, the holder agrees to consent for the ABL, Brisbane Bandits, and/or authorised persons to collect, store and use the holders personal information for the purpose of ticketing, event safety, event management, surveys and marketing including promotions of related events.
- 17. The holder acknowledges that the ABL and/or Brisbane Bandits may retain the information for 28 days (or for a period as required by law), after which time it will be deleted or destroyed.
- 18. By using this ticket, the Holder further consents to allowing the ABL, Brisbane Bandits and/or authorised persons to inspect and search any



bags, clothing, or other articles on the premises at any time or prior to entry into the venue. Refusal to be searched, the holder may be declined admission to and/or ejected from the venue without refund or compensation.

## **Use of Technology and Capturing Images:**

- 19. All holders and credentials consent to being photographed, filmed, and recorded at the event. You acknowledge that to enhance security, surveillance equipment including security cameras, may be used in and around the event. You also consent to the use of any film, image or recording of yourself in and/or around the event at the discretion of the ABL and/or Brisbane Bandits, and/or other organisers and/or its commercial partners, broadcasters, media, news agencies, and/or law enforcement agencies without compensation or further notice.
- 20. Images taken at the event by camera, mobile phone or other wireless device cannot be used for any purpose other than private and/or domestic purposes. All holders and credentials are prohibited from selling, licensing, or publishing commercially exploited photographs. Flash photography is prohibited from the playing field or areas where the playing field is visible.
- 21. Taking and/or publishing video footage commercially, third party or otherwise is prohibited without consent from the ABL and/or Brisbane Bandits and/or other organiser. Personal or private use via mobile phones is permitted only.
- 22. Production, transmission, or distribution of broadcasts or narrowcasts of any images, footage, sounds or data from the event or the Game by any means in any format or media is strictly prohibited.



- 23. Any kind of sound recording, audio visual footage or visual footage at or in relation to the event without the consent of the ABL and/or Brisbane Bandits, and/or other organisers agree:
  - a. to assign all copyright and all other intellectual property in any such recording to the ABL and/or Brisbane Bandits, and/or other organisers.
  - consent to use by the ABL and/or Brisbane Bandits, and/or other organisers of the recording for any purpose in any media world-wide.

## **Refunds, Credits and Exchanges:**

- 24. If the entire event is cancelled, substituted, withdrawn or rescheduled by the ABL and/or Brisbane Bandits due to wet weather, COVID-19 restrictions or requirements, or unforeseen circumstances, holders at the organiser's discretion will have the option to receive a credit note, or a replacement ticket or a full refund in part here of, after a processing fee.
- 25. If the event is cancelled or rescheduled in part by the ABL and/or Brisbane Bandits due to wet weather, COVID-19 restrictions or requirements, or unforeseen circumstances, Holders at the organiser's discretion will have the option to receive a credit note or, a replacement ticket for only those events affected to the Holder.
- 26. If other conditions apply, they are displayed either in the box office or near the entrance to the venue.

#### **COVID – 19 Specific Conditions:**

27. A holder must not attend the game if the Holder has been directed and are required to comply with COVID-19 isolation guidelines or



safety protocols as a result of a COVID-19 diagnosis, or because of close contact with a person with COVID-19, or if the Holder is experiencing any COVID-19 symptoms.

- 28. A Holder must comply with any COVID-19 guidelines, or safety protocols, or requirements notified to the Holder by the ABL, Brisbane Bandits, or Authorised Persons including, by way of signage, markings, or notices on the ABL and Brisbane Bandits website. Refusal may result in direction to leave the Venue without a refund or part of, and have sanctions imposed, but not limited to, being banned, prohibited, or disqualified from purchasing tickets for, or attending any Event or other function played, promoted, or conducted under the auspices of the ABL, the Brisbane Bandits or any affiliated Club.
- 29. If the Holder is unable to attend the game because they exhibit symptoms of COVID-19, or are required to isolate, or in order to comply with Government requirements, this ticket will serve as a voucher, valid for a ticket of equal or lesser value at a subsequent game as determined by the ABL and/or Brisbane Bandits. Such determinations will be made subject to availability and this ticket must be exchanged at the box office on the day of the subsequent game. No part of the purchase price will be refunded by reason of the failure of the ticket holder to use this voucher or attend a subsequent.
- 30. The Holder acknowledges that the ABL, Brisbane Bandits, and/or Authorised Persons may disclose contact tracing information to health authorities or as otherwise required or by law and must provide this information if requested by the ABL, Brisbane Bandits or Authorised Persons.



## **Enquires:**

31. If you have any questions or queries please contact the Brisbane Bandits via email.

## **Food & Beverage Policy:**

32. The stadium offers a diverse range of food and beverage choices. Guests are allowed to bring homemade food and sealed plastic water bottles into the venue. However, products from commercial outlets or in commercial packaging are not allowed. This rule does not affect patrons with special dietary needs, as long as their food or beverages are not in prohibited containers like glass or cans. Please note that hard water bottles, such as those made of metal or glass, are not permitted.