

## TERMS & CONDITIONS 2010 TOYOTA AFL GRAND FINAL – 'CENTRE SQUARE' CORPORATE PRECINCT

### 1.0 DEFINITIONS

AFL – means Australian Football League ACN 004 155 211 of 140 Harbour Esplanade, Docklands, Victoria 3008.

AFL Grand Final – means the grand final of the AFL competition to be held on 25 September 2010 at the Melbourne Cricket Ground ("MCG").

Client – means the party named and described as the "client" on the application form attached to these terms and conditions that will be provided with hospitality at the AFL Grand Final "Centre Square" precinct, or such person or organisation as may be substituted therefore with the written consent of the AFL.

Facility – means the dining environment chosen from the available "Package Options" by the Client and then allocated to the Client within the Centre Square precinct.

Sales Agent – means one of the appointed AFL Clubs or external agents appointed by the AFL to sell Centre Square corporate packages.

### 2.0 AGREEMENT

2.1. By signing and sending the application form attached to these terms and conditions to the Sales Agent, the Client agrees to be bound to and will abide by all terms and conditions set out herein.

2.2. No cancellation or termination of the agreement by the Client will be accepted by the Sales Agent after receipt by the Sales Agent of a signed application form from the Client.

2.3. Allocation for hospitality is subject at all times to availability within the chosen Facility. If a Facility is not available upon receipt of a signed application form, the prospective Client will be duly advised and allocated an alternative Facility or if that is not to the Client's liking no booking will be made and the Client will not be bound by these terms and conditions.

### 3.0 PAYMENT

3.1. Upon receipt by the Sales Agent of a signed application form referred to in clause 2.1, the Sales Agent will invoice the Client for the full amount, payable in full within 30 days of the date of the invoice (or prior to Grand Final day). Payments can be made by cheque or by electronic fund transfer to the nominated account as outlined on the invoice from the Sales Agent. Alternatively, if credit card details are provided on the application form, the Sales Agent will charge the credit card specified in the application form.

3.2. Failure to pay for a Facility as outlined in Clauses 3.1 entitles the Sales Agent to cancel the booking. If a booking is cancelled, all payments made by the Client to the Sales Agent are forfeited by the Client.

3.3. The Sales Agent will not issue any refunds under any circumstances, save and except for unavailability of a Facility as provided for in clause 2.3.

3.4. Bookings for the Centre Square will close on September 22, 2010.

### 4.0 USE OF FACILITY

4.1. Clients are permitted to enter the Centre Square precinct only on AFL Grand Final day. Clients are responsible for entry of guests into its Facility and their conduct in the Facility.

4.2. The AFL and its approved contractors accept no responsibility for security of goods supplied by the Client to guests within the precinct.

4.3. The Centre Square precinct will not be accessible by Clients and guests from the commencement of the AFL Grand Final match until its completion.

### 5.0 ISSUE OF TICKETS

5.1. The Sales Agent will arrange for tickets for Centre Square and the AFL Grand Final to be sent to Clients during the week commencing 13 September 2010.

5.2. No tickets will be issued until full payment is received and all funds cleared.

### 6.0 DISPLAY OF TICKETS

6.1. Clients must ensure that guests display the correct ticketing at all times. No person will be admitted to Centre Square or the MCG without the correct official AFL ticketing appropriate for Centre Square or the MCG itself as the case may be. The AFL, the MCG and the appointed caterer reserve the right to refuse to admit or serve a person who is not wearing the correct ticketing displaying the correct bar coding (if applicable).

### 7.0 LOST OR STOLEN TICKETS

7.1. Replacement tickets will be issued with the following charges:  
Ticketmaster ticket - \$35 per ticket; Centre Square precinct entry ticket - \$30 per ticket.

7.2. Only written requests for replacement tickets with the exact seat numbers and the exact bar coding (as the case may be), together with credit card details for payment will be accepted by the Sales Agent.

7.3. Clients must make arrangements to collect replacement tickets from the Sales Agent prior to AFL Grand Final day.

### 8.0 CATERING & SERVICES

8.1. The Client accepts that the appointed caterer will be the sole provider of catering in the Centre Square precinct.

8.2. AFL and the appointed caterers follow guidelines for the responsible serving of alcohol. Staff members are instructed not to serve any alcoholic beverages to guests under the age of 18 years, or to guests who are reasonably believed to be in a state of intoxication.

### 9.0 INDEMNITY

9.1. All Clients indemnify the AFL against liability for or in respect of any claims, demands, actions, suits or proceedings, costs, expenses, loss, damage, personal injury or death of any person arising out of or in connection with the use of the Facility by the Client or any act or omission of the Client or any of their guests, invitees, employees, contractors or agents.

### 10. ALTERATIONS TO THE AFL GRAND FINAL

10.1. If any part of the AFL Grand Final including, without limitation, the Centre Square precinct and the AFL Grand Final itself is cancelled, abandoned or postponed, in whole or in part, for any reason whatsoever that is beyond the AFL's reasonable control, including, without limitation, due to adverse weather conditions, there is no right to refund or exchange and no obligation is assumed by AFL for the arrangement of a substitute event, performance or any other element.

10.2. Due to unforeseen circumstances it may be necessary for the AFL to reschedule the AFL Grand Final and if the AFL does so, the AFL will use its reasonable endeavours to provide on the rescheduled day a comparable Facility to the Client as is provided for hereunder. If AFL does provide a comparable Facility on the rescheduled day the Client is bound to accept that Facility and these terms and conditions will apply in all respects.

10.3a. Programs, menus and the duration and timing of events and other activities at the AFL Grand Final and the Centre Square precinct may be subject to alteration without notice. AFL reserves the right to vary, add, withdraw or substitute advertised programs, menus and facilities at any time.

10.3b. For the avoidance of doubt, the AFL may provide an alternate corporate hospitality event in place of Centre Square, at its sole discretion. Should the alternate event be at a lower price point, the Client will be refunded the difference between the price of the alternate event and that of Centre Square.

10.4. Under no circumstances will the AFL be liable to the Client if the AFL is unable to perform its obligations to the Client due to any event or cause of force majeure being any event or act beyond the control of the AFL.

10.5. In the event of a drawn AFL Grand Final, Clients will be notified of hospitality facilities available, if any, on the day of the replayed AFL Grand Final, including packages available and their price and how they may purchase such packages.

### 11.0 AFL GRAND FINAL TICKET SCHEME

11.1. The Client will comply with the terms and conditions of the AFL's Ticket Scheme approved by the Victorian Government under the Major Sporting Events ACT 2009

11.2. The Client acknowledges that tickets to the AFL Grand Final may not, without the prior written authorisation of the AFL, be re-sold or offered for re-sale at a premium or used for advertising, promotion or other commercial purposes (including competitions or trade promotions).

12. The Client acknowledges that they and their guests may be filmed or photographed while at Centre Square which may be used in marketing and promotional activities without the Client's or their guests' right to approve or receive compensation for such use.



# 2010 Application Form



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Method of Payment (Please tick relevant box) :

- VISA    
  MASTERCARD    
  CHEQUE    
  EFT    
  PLEASE INVOICE

Credit Card Payments

Client

Title:  Name

Business Name:

Company Position:

Street Address  Postcode:

Postal Address  Postcode:

Telephone (w): (  )  (m)

Email:

Package Options	No. of People	Price per Head	Total \$
Before the Bounce		\$1995	\$
Final Siren		\$1750	\$
Invoice Total			\$

Card Number:

Card Verification Number (last 3 digits on reverse of card):    Card Expiry Date:  /

Amount: \$

Card Holder's Name (as shown on card):

I verify that I am the owner of the above credit card and I authorise the listed Club/Sales Agent to charge my card for the above purchases.



SIGNATURE  DATE

All applications are subject to AFL approval, availability and the attached terms & conditions. All prices are inclusive of GST.

I understand that by signing and returning this Application Form I confirm that I have read the attached terms & conditions and I will strictly comply with them.

SIGNATURE  DATE

To confirm your Centre Square booking, please return your signed application form to your Centre Square Sales Agent at the details below:

Eclipse Hospitality Services  
 Centre Square  
 Fax : (03) 8680 5266  
 OSAFL10/22

