



## 2018-19 Cricket Australia Refund Policy

1. This Cricket Australia Refund Policy only applies in respect of Tickets purchased to Cricket Australia Men's International matches (including Prime Minister's XI), Women's International matches (Test Matches, One-Day and 20-Over International Matches scheduled to be played by the Australian senior men's and women's team as part of Cricket Australia's official international cricket season in 2018-19), Men's BBL matches (together, the **Matches**). This Cricket Australia Refund Policy does not apply to corporate hospitality products purchased from Cricket Australia; please instead refer to the Cricket Australia 2018-19 Corporate Hospitality Conditions.
2. Other than to the extent required by Applicable Law (including the Competition and Consumer Act 2010 (Cth)), paragraphs 4 to 13 set out the only circumstances in which a Ticket Purchaser ("you") may be eligible for a Ticket refund or part thereof.
3. All refunds are subject to the conditions set out in paragraphs 14 to 24, as well as the general terms of this Cricket Australia Refund Policy.

### When will you be eligible for a refund?

#### 4. Single Match Ticket Holders

Match Format / Ticket Type	100% Refund
<b>Test – Full Day</b>	Less than fifteen (15) overs are completed and no result is recorded for the Match on the day
<b>Test - Twilight</b>	After the time that a Twilight ticket permits entry, less than ten (10) overs are completed and no result is recorded for the Match in the twilight session
<b>ODI</b>	Less than fifteen (15) overs are completed during the entire Match and no result is recorded for the Match
<b>T20**</b>	Less than six (6) overs are completed during the entire Match and no result is recorded for the Match
<b>BBL**</b>	Less than six (6) overs are completed during the entire Match and no result is recorded for the Match

**\*\*Please note:** Where the Match is scheduled to be played as part of a 'double header', entry to the additional Match is included free of charge and no refund will be payable under paragraph 4 above by the additional Match is cancelled, regardless of whether a minimum number of overs are played in that Match or there is no result recorded.

5. For the purposes of this Cricket Australia Refund Policy the question of whether a "result" has been recorded will be determined having regard to the Laws of Cricket (as in force at the relevant time).

#### Refunds for other reasons

6. Subject to paragraphs 14 to 24, you will be eligible for a refund of 100% of the Ticket Value of the Ticket if:
  - (a) the relevant Match is cancelled in advance of the date of the relevant Match;
  - (b) the Ticket is for a Match which is rescheduled to another Venue;
  - (c) the Ticket is for a Match which is rescheduled to another date (at the same Venue), subject to your election under paragraph 10 of this Cricket Australia Refund Policy; or
  - (d) you are otherwise entitled to a refund under Applicable Law.
7. For the avoidance of doubt, no refund will be payable where the start time for any Match is moved or otherwise delayed but the Match takes place on the date originally scheduled as set out on the Ticket unless a refund is otherwise payable pursuant to paragraphs 4, 6, 8, 10, 12 and 13.

#### Rescheduled Matches

8. If a Match is rescheduled to another date at the same venue, you may elect either to:
  - (a) use the existing Ticket for the rescheduled Match (your existing Ticket will give you access to the Venue); or
  - (b) obtain a refund of the Ticket Value, subject to your compliance with paragraph 28 below.
9. Paragraphs 4 to 8 do not apply if you hold a:
  - (a) Team membership or season ticket in relation to a Big Bash League team (the **Team Membership**); or
  - (b) Venue related membership which permits you entry to the Match (the **Venue Membership**); or
  - (c) Travel Package – Test Match 2 or 5 day package (the **Travel Package**).

#### BBL Team Membership holders

10. If you hold a Team Membership and you obtained entry to the Match using your Team Membership (and not any other kind of membership, including without limitation, a venue related membership) and less than six (6) overs are completed during the whole match and no result recorded for the match, then paragraphs 30 to 33 will apply.
11. If you hold a Team Membership and the relevant Match is cancelled in advance of the date of the relevant Match then paragraphs 30 to 33 will apply.

#### Venue Membership holders

12. If you hold a Venue Membership, or purchased a venue based members visitors ticket, and you obtained entry to the Match using such Membership or ticket then, notwithstanding that you may hold a Team Membership of any description, any refunds will be governed by the Venue membership refund policy and this Cricket Australia Refund Policy does not apply. Please contact the relevant Venue membership department for more information.

#### Travel Package – Test Match 2 or 5 day package

13. If you purchased a 2 or 5 day travel package from the Cricket Australia Travel Office or any of its approved agents for any Test Match and if during one or more of the relevant days less than fifteen (15) overs were played and no result was recorded for the Match on the day, then paragraph 34 will apply. You may be eligible for a refund of a portion of the value of the Ticket (taking into account factors including but not limited to the number of days affected and the number of overs played on each affected day) such value to represent the value of the total package price apportioned by Cricket Australia for the Tickets to the relevant day in its sole discretion.

#### Conditions of refund

14. Cricket Australia does not guarantee that the Match for which a Ticket is issued will take place at the date, time and Venue indicated on the Ticket.
15. Cricket Australia reserves the right to make alterations to the time, date and Venue of any Match or the seating area or seating number referred to on a Ticket in the event of unforeseen or other circumstances, including (without limitation), force majeure, safety and security concerns, weather or playing conditions, or decisions from any competent authority. In the event of such alteration, Cricket Australia (including any applicable Ticketing Agency) will not be liable to you or any other person for any costs, expenses or other losses resulting from such alteration, except to the extent set out in paragraphs 4 to 13 of this Cricket Australia Refund Policy.
16. A Ticket will not be refunded and you will not be entitled to any refund and/or compensation from Cricket Australia:
  - (a) if a Match is completed early in the normal course of play (i.e. completed in accordance with the rules for the Match, as determined by Cricket Australia);
  - (b) if the Ticket is lost, stolen, defaced or otherwise unused; or
  - (c) if your entrance to a Match is delayed, including but not limited to reasons of public transport, road closures, other means of transportation, security inspections and/or other external factors.

17. Cricket Australia will not be required to refund any fees or charges paid in addition to the Ticket Value of the Ticket (for example, any Service/Delivery Fee, merchant charges or other foreign exchange charges). No interest or costs will be payable in respect of any monies refunded.
18. Cricket Australia will not be liable for any associated costs, expenses or loss (including, without limitation, any indirect and/or consequential loss, such as for travel to the Venue or any accommodation costs).
19. Where one of paragraphs 4 to 13 of this Cricket Australia Refund Policy applies, only the original Ticket Purchaser will be entitled to a refund. If the details of the Ticket Purchaser provided with any refund application do not match the details of the Ticket Purchaser held in relation to the original purchase of the Ticket(s), no refund will be paid.
20. No refund(s) will be payable in relation to any Ticket(s) which, for whatever reason, were provided free of charge.
21. No refunds will be payable if you or any Ticket holder is refused entry to, or removed from, a Venue by reason of a breach of the 2018-19 Ticket and Entry Conditions.
22. Cricket Australia shall not have any responsibility for charges incurred by you from your bank (or any other third party charges).
23. Cricket Australia cannot provide refunds or any form of compensation for tickets purchased through non-authorized ticket sellers.
24. Cricket Australia reserves the right to make amendments to this Cricket Australia Refund Policy from time to time at its sole discretion and without notice. All refunds will be determined in accordance with the Cricket Australia Refund Policy in place at the time of your purchase.

#### **How do I apply for a refund?**

##### **Tickets purchased with a credit card**

25. If you purchased your Ticket(s) with a credit card and you are entitled to a refund pursuant to paragraphs 4, 6 and 8 of this Cricket Australia Refund Policy, your monies will be automatically refunded to the credit card (as applicable) used to buy the ticket within approximately thirty (30) days of the scheduled date of the applicable Match.

##### **Tickets purchased with debit card or cash**

26. If you wish to obtain a refund pursuant to paragraphs 4, 6 and 8 of this Cricket Australia Refund Policy and you purchased your Ticket(s) with debit card or cash it may be possible for you to obtain a refund directly from the outlet where you purchased the ticket. Otherwise, you must send your name, address and ticket to the Ticket Agency (addresses below) from which you purchased the ticket (or as otherwise instructed by Cricket Australia or the Ticket Agency) within fourteen (14) days after the end of the Match in respect of which the refund is sought. You should retain a copy of the ticket for your records. Funds will be returned via cheque or, where possible, by electronic funds transfer if you provide the relevant account information to the Ticket Agency.

Ticketmaster: Cricket Refunds, GPO Box 762 MELBOURNE VIC 3001

Ticketek: GPO Box 1610 SYDNEY NSW 2001

27. No refund will be issued if returned ticket(s) are post-marked more than fourteen (14) days after the end of the relevant Match.

##### **Refunds for Rescheduled Matches**

28. If you wish to obtain a refund pursuant to paragraph 8 (Rescheduled Matches) of this Cricket Australia Refund Policy, regardless of how you purchased your ticket(s), you must telephone the Ticket Agency or send your name, address and ticket(s) to the applicable Ticket Agency (addresses below) before the end of the claim period, being the date fourteen (14) days after the end of the relevant Match or such other shorter period as the Ticket Agency or Cricket Australia may advise. The Ticket(s) will be validated to verify your eligibility for a refund. If the Ticket(s) is/are found to have been used to access the venue on the rescheduled date (regardless of the time of attendance) no refund will be issued under this provision. You should retain a photocopy of the ticket(s) for your records. Funds will be returned either back onto the credit used in the original purchase or via cheque payment. All cheque refunds will be dispatched within thirty (30) days of the close of the claim period set out above.

Ticketmaster: Cricket Refunds, GPO Box 762 MELBOURNE VIC 3001

Telephone: 1300 136 122

Ticketek: GPO Box 1610 SYDNEY NSW 2001

Telephone: 132 849

29. No refund will be issued if returned Ticket(s) are post-marked more than fourteen (14) days after the end of the relevant Match or such other shorter period as the Ticket Agency or Cricket Australia may advise.

##### **BBL Team Membership Holders**

30. Subject to paragraph 31 below, if:
  - (a) paragraphs 10 or 11 above apply in relation to any Match in the KFC Big Bash League 2018-19 Season; and
  - (b) the affected Match is designated by Cricket Australia as a "home" Match for the KFC Big Bash League team to which your Team Membership applies, then if you purchase a Team Membership for the same BBL team for the BBL 2019-20 Season (**2019-20 Membership**) you will be eligible for a 20% discount on the cost of that 2019-20 Membership. The 20% discount applies regardless of how many "home" Matches are affected by the circumstances set out in paragraphs 10 or 11 in the BBL 2018-19 Season.
31. To receive the 20% discount, in terms of the 2019-20 Membership you must:
  - (a) purchase the same type of Team Membership (as determined by the KFC Big Bash League team) as for the 2018-19 Season. Where the Team Membership type you purchased for the KFC Big Bash League 2018-19 Season is not available for the 2019-20 Season then the KFC Big Bash League team will advise you what levels of membership the discount will be applied to; and
  - (b) purchase the same product i.e. adult, junior, concession or family products. Where you previously held a junior or concession membership and you are no longer eligible for that level of membership you will receive the 20% discount on an adult membership; and
  - (c) purchase a Team Membership for the same KFC Big Bash League team for the KFC Big Bash League 2019-20 Season within the timeframe advised by the team ahead of the 2019-20 Season.
32. Team Membership holders do not need to apply for the discount, the relevant KFC Big Bash League team will apply the discount automatically during the Team Membership renewal process.
33. For the avoidance of doubt, under no circumstances shall the 20% discount be available to supporters who purchase a team membership package which does not include entry into a Match (for example, team membership packages for merchandise only).

##### **Travel Packages – Test Match 2 or 5 day packages**

34. If you wish to obtain a refund pursuant to paragraph 13, you should contact either the Cricket Australia Travel Office or the approved agent you booked your travel package with to receive details in relation to any refund and how this will be paid.

#### **Definitions**

All capitalised terms in this Cricket Australia Refund Policy shall have the following meanings:

**Applicable Law** means the law (including consumer protection legislation) applying in the state or territory (as applicable) in which the relevant Match takes place;

**Service/Delivery Fee** means the fee payable per Ticket transaction or order, charged in addition to the Ticket Value of the Ticket, for the processing and delivery of Tickets in that transaction or order.

**Ticket** means a ticket giving right of entry to one (1) Match at a particular Venue in accordance with the details indicated thereon;

**Ticket Agency** means Ticketmaster or Ticketek as applicable for the relevant Match.

**Ticket Purchaser** or **you** means the individual with legal capacity who has purchased a Ticket or Tickets in accordance with the 2018-19 Ticket and Entry Conditions;

**Ticket Value** means the specified price of the Ticket and excludes any Service/Delivery Fee (or part thereof) or other fees or charges paid by the Ticket Purchaser in respect of that Ticket (including, but not limited to, any credit/debit card processing fee); and

**Venue** means the entire premises of a ground or stadium where a Match is scheduled to take place and to which a Ticket is required to gain access.