

# National Rugby League

## Event Conditions



1. Entry to all rugby league matches under the control of the National Rugby League (NRL) or the Australian Rugby League Commission (ARLC) including, but not limited to:
  - (a) all final series matches of the Telstra Premiership;
  - (b) all Representative Matches including Test Matches, State of Origin matches, and All-Stars matches,(each an **Event**) held in any stadium, ground, oval, or park (**Venue**) by any person (**Patron**) is subject to the following conditions.

### *Background*

2. A Patron under these Event Conditions includes any person who, at any time holds, purchases, or otherwise acquires a ticket, pass, credential, or other authorisation sold or granted by the NRL, the ARLC, a Club, a State, a Venue, or a ticketing agent (each an **Organiser**) allowing entry to an Event (**Ticket**).
3. Every Patron's Ticket or entry to and presence at each Event is subject to:
  - (a) these Event Conditions, as amended by the NRL from time to time (displayed at Venue entrances, viewable at [www.nrl.com](http://www.nrl.com), and available by contacting the NRL directly);
  - (b) the conditions of entry of a Venue;
  - (c) a ticketing agent's conditions of sale; and
  - (d) any reasonable directions issued by an Organiser, which includes the representatives of each, (collectively, the **Event Rules**).
4. By entering an Event or holding a Ticket, Patrons accept and understand as binding the Event Rules and any accompanying risk, obligations, and responsibilities. It is each Patron's responsibility to inform him or herself of all of the Event Rules.
5. Any Patron in breach of any Event Rules may:
  - (a) be refused entry to the Venue without any refund or compensation of any kind;
  - (b) be ejected from the Venue without refund or compensation of any kind;
  - (c) have his or her Ticket confiscated and/or cancelled, and have any other Tickets he or she may have for future Events cancelled without refund or compensation of any kind;
  - (d) have 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 NRL, the ARLC or any Club;
  - (e) be subject to legal action in connection with any contravention (including criminal prosecution); or
  - (f) be otherwise liable at law.
6. Entry to the Event requires the presentation of a valid Ticket. An Organiser may direct any Patron at any time to produce a valid Ticket. Each Patron must keep his or her Ticket safe and in good condition at all times.

### *Entry to Event and Tickets Generally*

7. Tickets remain the property of the NRL at all times. 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 NRL. In granting such consent, the NRL may attach additional conditions to any Tickets as it sees fit (including charging an additional fee). If a Ticket has been dealt with in contravention of this Attendance Condition, the bearer of the Ticket may be refused entry or directed to leave the Event.

### *Warnings and Releases*

8. The risks of attendance at an Event may include (but are not limited to):
  - (a) Collision with a football, person, or other fixed or moving objects;
  - (b) Falling on the stairs, escalators, chairs, or floors of the Venue because they are wet or have rubbish lying on them;
  - (c) The failure or unsuitability of facilities at the Venue (including grandstands, fences, and guard rails);
  - (d) Being exposed to sun, rain, wind, or storm without any protection from the elements;
  - (e) Acts of violence and other harmful acts (whether intentional or inadvertent) committed by Patrons attending the Event; and
  - (f) Being exposed to bright and flashing lights, fireworks, and loud noises.

9. By attending an Event you may be at risk of suffering (among other things):
- (a) Broken bones or joint or limb injuries;
  - (b) Blackout or fainting;
  - (c) Burns, sunburn, cuts, and abrasions; and
  - (d) Damage to clothes and personal equipment
10. Upon entering an Event, each Patron provides this release to the NRL and the other Organisers:  
*To the maximum extent permitted by law, the NRL and other Organisers are not liable to me or to any other person with me for (regardless of how or when the liability is caused, or by whom it is caused and regardless of whether such liability or claims are for negligence (excluding gross negligence), breach of contract, breach of statutory duty, or any other liability or claim recognised at law):*
- (a) *My death, injury to me, or the death of or injury to anybody else with me;*
  - (b) *Damage to, destruction of, theft of, or unauthorised delivery up of, any of my property or equipment, whether authorised or not;*  
or
  - (c) *Damage to, destruction of, theft of, or delivery up of any of my clothing or other personal items,*  
and in respect of all of the subject matter in each of (a), (b), and (c) above, I release the NRL and the other Organisers from any liability or claim which I do or might, or which anybody with me does or might have, or in the future might have or would have against the NRL or the other Organisers.
11. The NRL and other Organisers do not make any warranty that each Event or any services connected with each Event will be provided with due care and skill or that any materials or equipment provided in connection with the services will be fit for the purposes for which they are supplied. Patrons acknowledge that, to the extent that any warranty is implied by law, it is excluded to the full extent permitted by law.
12. The NRL and other Organisers acknowledge that each indemnity and exclusion of liability in this document is subject to any law which forbids that indemnity or exclusion of liability including the Australian Consumer Law (which is part of the *Competition and Consumer Act 2010* (Cth)) and the Fair Trading Act (or similar legislation) of each State or Territory of Australia. The NRL and other Organisers acknowledge that each indemnity and liability in this document is amended to the extent that any right under the Australian Consumer Law and the Fair Trading Act (or similar legislation) of each State or Territory of Australia cannot be excluded.
13. Under the Australian Consumer Law (which is part of the *Competition and Consumer Act 2010* (Cth)), several guarantees are implied into contracts for the supply of certain goods and services. You agree that the application of all or any of the provisions of Subdivision B of Division 1 of Part 3-2 of the Australian Consumer Law (i.e. guarantees relating to the supply of services), the exercise of rights conferred by those provisions, and any liability of the NRL and the other Organisers for a failure to comply with any such guarantees, are excluded. However, such exclusion is limited to liability for:
- (a) death, physical or mental injury (including aggravation, acceleration or recurrence of such an injury of the individual);
  - (b) contraction, aggravation or acceleration of a disease of an individual; or
  - (c) the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to an individual that is or may be harmful or disadvantageous to the individual or the community or that may result in harm or disadvantage to the individual or the community.
- This exclusion does not apply to significant personal injury suffered by the reckless conduct of the NRL and the other Organisers.
14. Each release or exclusion of liability in this document is for the benefit of the NRL and each of the other Organisers and held on trust by the NRL for each of the other Organisers so that each of the Organisers may enforce those provisions against each Patron. Patrons also acknowledge that the NRL may enforce each release and exclusion of liability in these Event Conditions against each Patron on behalf of any of the other Organisers on the basis that the NRL is their agent or trustee.
15. Each Patron is responsible for any damage he or she causes to anybody else, and any damage he or she causes to his or her property or to someone else's property. Each Patron agrees to indemnify NRL and the other Organisers in respect of any liability or claim made against the NRL or the other Organisers as a consequence of, in relation to, or in any way arising out of my conduct or attendance at the Venue.
16. Patrons are responsible for the safety and security of their own personal property brought to an Event and release the Organisers from any liability for loss and damage to any personal property.

#### *Prohibited Conduct and Items*

17. Patrons acknowledge that the NRL and the other Organisers do not guarantee protection of the elements or weather from any seat within the Venue and that Patrons will take appropriate care for their own wellbeing at an Event including hydration and sun protection.
18. At an Event, Patrons must not, without the prior written consent of an Organiser:
- (a) use foul, indecent, obscene, threatening, insulting or abusive words or language, or make racial or threatening remarks or gestures, or behave in a manner which is abusive, riotous, indecent or insulting;
  - (b) disrupt, interrupt, or behave in a manner that may disrupt, an Event or other activity at the Venue;
  - (c) enter the Venue or the playing area without proper authorisation;

- (d) engage in conduct that might corrupt a betting outcome of a betting event or contingency;
  - (e) post, stick, or place any poster, placard, bill, banner, print, paper, or any advertising material on any building, structure, fence, tree, pole, cordon, or barrier;
  - (f) distribute any printed or visual material;
  - (g) promote any advertising or promotional material, samples of goods or services, or any other matter or thing, or otherwise engage in ambush marketing;
  - (h) distribute, hawk, sell, offer, or expose for sale any good or services, or collect money or orders from Patrons for good or services;
  - (i) sell, offer, or make available for sale, or give away and Ticket;
  - (j) conduct public surveys or opinion polls, solicit money, donations or subscriptions from members of the public;
  - (k) misuse, deface, damage, or tamper with any building or thing;
  - (l) block any thoroughfare;
  - (m) litter;
  - (n) throw or kick any stone, bottle, or projectile;
  - (o) disrupt, interrupt, or behave in any manner that may disrupt or interrupt any official, employee, or contractor of the Organisers, any match, or any activity associated with the Event;
  - (p) act or conduct oneself in such a way as to hinder, obstruct, or interfere with any Participant, or to adversely affect the safety of the public;
  - (q) deliberately obstruct the view of any Patron seated in a seat in the immediate vicinity, or cause unreasonable inconvenience to any Patron, official, or employee, or contractor of an Organiser, or interfere with the comfort of any Patron and their enjoyment of the Event;
  - (r) interfere with, obstruct, or hinder an each of the Organiser's representatives in the exercise of his or her powers, functions, and duties;
  - (s) operate or use a loud hailer, public address system, or other device which may interfere with electronic or radio equipment operated by or on behalf of the Organisers;
  - (t) ignite any flare or firework, or operate any laser pointer or distress signal;
  - (u) busk or conduct similar entertainment;
  - (v) become intoxicated or use illicit substances;
  - (w) supply alcohol to minors;
  - (x) smoke, except where the Venue has a designated smoking area;
  - (y) fails to comply with the Event Rules or any lawful request of the Organisers or the Police.
19. A Patron must not, without the prior written consent of an Organiser, have in their possession at an Event, or bring into an Event any:
- (a) alcoholic beverage (unless purchased at the Event);
  - (b) glass bottle, glass container, or can (unless purchased at the Event);
  - (c) beverage container with manufacturer's seal broken (unless purchased at the Event);
  - (d) eskies and bags of dimensions greater than 35cm in height, 20cm in width and 30cm in length, or too large to be stored underneath a seat;
  - (e) clothing bearing any racist, indecent, indecent, or obscene language or images;
  - (f) clothing bearing any unauthorised commercial, political, or religious language or images;
  - (g) illicit drugs;
  - (h) spray paint;
  - (i) prohibited or controlled weapon, firearm, or any dangerous goods, including without limitation knives and other dangerous weapons;
  - (j) animal (other than an assistance dog);
  - (k) metal flag or banner pole longer (or extending to longer) than 1.4 metres in length, or any flag or banner which could reasonably be in contravention of Condition 17(q) above;
  - (l) whistle, loudhailer, horn, bugle, or other musical instrument;
  - (m) flare, firework, laser pointer, or distress signal;
  - (n) public address system, electronic equipment, broadcast equipment or similar device which may interfere with broadcast equipment or similar device being used by the NRL or other persons authorised by the NRL in connection with the Event;
  - (o) vehicle including bicycle, skateboard, roller skates, roller blades, or scooter;
  - (p) item that the possession of which does not have an ordinary and reasonable use by a Patron at the Event and which may cause injury or public nuisance;
  - (q) item in such quantities that a reasonable person could infer that the item is to be used for commercial purposes;
  - (r) goods or Tickets for the purpose of sale or commercial distribution;
  - (s) camera lenses with a physical length greater than 200mm or any other item which might reasonably obstruct the view of other patrons;
  - (t) photographic, video, or audio recording equipment the Organisers reasonably consider may be used in breach of Condition 21, which may include (without limitation) audio recorders, camera tripods, monopods, or any digital recording equipment; or
  - (u) other items as determined by the Organisers or the Police from time to time.

20. To ensure compliance with Condition 18, an Organiser may at any time require a Patron to open for inspection any vehicle, bag, basket, or other receptacle, or turn out his or her pockets. Any Patron who fails to comply with such a request may be refused entry to, or directed to leave, the Event.
21. Any consent to any item brought into an Event given by an Organiser may be revoked by any of the Organisers at any time. If such consent is withdrawn, the Patron must immediately relinquish the prohibited item to the Organisers or leave the Event immediately.

#### *Recordings, Images, and Data*

22. Patrons must not make, create, store, record, transmit, reproduce, or use any kind of:
  - (a) sound recording, visual footage, or audio-visual footage (**Recording**) of an Event; and
  - (b) image, including photographic images and any still pictures derived or capable of being derived from a Recording (**Image**) of an Event; or
  - (c) information or other data, including official results, performance, statistics, weather, or on-field data (**Data**) of, at, or in relation to an Event,

for any form of public advertisement, transmission, display, or for profit or commercial gain, or for any other purpose, without the prior written consent of the NRL, except for the private enjoyment of the Patron making the Recording, Image, or Data. In addition, Patrons must not post any Recording on any social media platform (even if the posting of such Recording is intended for private enjoyment).

23. If a Patron makes, creates, records, transmits, reproduces, or uses any Recording, Image, or Data of, at, or in relation to an Event (or any part of it) with or without the consent of the NRL, the Patron:
  - (a) must, on request by the NRL assign, in writing, all copyright and all other intellectual property rights in any such Recording, Image, or Data to the NRL or its assignees or nominees; and
  - (b) on creation, provides a perpetual, irrevocable, royalty-free license to the NRL, and consents to the use by the NRL and any third parties authorised by the NRL from time to time for the purposes of or in connection with any publication, exhibition, or broadcast (including any advertising and promotional material) in any media worldwide of any such Recording, Image, or Data taken at an Event, including where the Recording or Image includes Patrons, and the Patrons waive any and all of their personality and privacy rights to the extent necessary to permit such use.
24. Patrons acknowledge that the NRL and other third parties authorised by the NRL may make, create, store, record, transmit, reproduce, or use any Recording, Image, or any likeness at or in relation to an Event (including, without limitation, of Patrons). Each Patron grants the NRL and third parties authorised by the NRL a perpetual, irrevocable, royalty-free licence to use Recordings or Images, or other images or likenesses of the Patron (including sound recording), in any media worldwide and for any purpose (including for commercial and advertisement purposes), without identification, compensation, or payment of any kind.

#### *Miscellaneous*

25. The Organisers make no representation or warranty of any kind in relation to the quality, content, or duration of any Event.
  26. The NRL and other Organisers reserve the right to add, withdraw, substitute any players, performers, or activities associated with the Event.
  27. Patrons are not guaranteed an uninterrupted and/or uninhibited view of the Event from the provided position.
  28. The NRL and ARLC reserve the right, in their absolute discretion and with reasonable notice to the Patron (where practicable), to make alterations to:
    - (a) the time, date, or place of the Event; and/or
    - (b) substitute the seat or area indicated on a Ticket with another position.
  29. Where the NRL or ARLC make an alteration in accordance with Condition 27(b), and that alteration is significant (as determined by the NRL in its absolute discretion), and the Patron does not accept the replacement seat, the NRL will offer an exchange of the Tickets for an available Ticket of the same or lower face value (with a refund of the difference in the Ticket price). If the exchanged Ticket is still not acceptable, the Patron may be entitled to a refund of any payments made by the Patron for the Ticket.
- The Organisers will not be liable for any loss or damage (including indirect or consequential loss or damage) suffered as a result of, or arising from, or in any way connected to the cancellation, postponement, or change to the Event (or any part of the Event).
30. Except as set out in Condition 32, the NRL and/or ARLC will not refund payments made by Patrons for Tickets under any circumstances, including:
    - (a) the non-appearance of a particular person, group, or personality such as a player, team, performer, or band (whether advertised or not);
    - (b) any variation to the on-field Event program;
    - (c) any variation to the off-field Event program, conveniences, and attractions such as the postponement or cancellation of any entertainment, amusements, or interactive displays;

- (d) any adverse weather conditions;
  - (e) any other circumstances beyond the reasonable control of the Organisers.
31. The NRL and/or ARLC will refund payments made by Patrons for Tickets only in the following limited circumstances:
- (a) The entire Event is cancelled and cannot be rescheduled; or
  - (b) In accordance with Condition 29 (significant change in reserved seating).
32. In respect of a Ticket for which no monetary consideration has been paid, no refund or other costs will be payable to the holder of such Ticket in the event of cancellation, postponement, or change to the Event, or for any other reason whatsoever.
33. Nothing in the Event Rules affects a Patron's rights under Schedule 2 of the *Competition and Consumer Act 2010* (Cth) or similar legislation regarding consumer guarantees, implied conditions, and warranties to the extent that such consumer guarantees, implied conditions, and warranties cannot be excluded by law.
34. Patrons acknowledge that the NRL may use any personal information received by the NRL from the other Organisers in accordance with the NRL Privacy Policy (available at [www.nrl.com](http://www.nrl.com)) which details how the NRL uses and discloses personal information, how Patrons can access and/or correct their personal information, and how a Patron can make a complaint about the NRL's use or disclosure of personal information.
35. Patrons are advised, in accordance with applicable State and Commonwealth privacy legislation, that the relevant State or Federal Police may provide each of the Organisers 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 each of the Organisers can consider, and if deemed necessary, implement a ban on the person from attending future matches at NRL or ARLC sanctioned Events.
36. Patrons acknowledge and agree that any part or parts of these Event Conditions which contravene law or are not enforceable are severable to the extent they are not enforceable and this does not invalidate the remaining Event Conditions.
37. These Event Conditions are governed by the laws of New South Wales.
38. Definitions
- Club** means any entity that operates a rugby league club that participates in the NRL competition. **Participant** means the players, referees, on-field officials, and other representatives of the Organisers. **State** means New South Wales Rugby League and Queensland Rugby League

Anyone with an enquiry in relation to these Event Conditions should email [feedback@nrl.com.au](mailto:feedback@nrl.com.au).

February 2019