

## **RoofClimb Adelaide Oval – Terms and Conditions**

Adelaide Oval SMA Pty Ltd (**AO**) offers a guided climb over the roof of Adelaide Oval (**RoofClimb**).

Please read the following supply terms and conditions carefully before purchasing tickets to a RoofClimb, or participating in a RoofClimb. By purchasing tickets to a RoofClimb, or participating in a RoofClimb, you agree (and if you are under 18 years of age, your Legal Guardian also agrees on your behalf) to be bound by these terms and conditions as they appear from time to time, together with the RoofClimb Declaration and Disclaimer Form and all health and safety information provided to you.

### **1. Tickets and gift certificates**

- 1.1 All RoofClimb tickets and gift certificates must be paid for at the time of booking. Tickets can be purchased through [www.roofclimb.com.au](http://www.roofclimb.com.au) by using a Visa or Mastercard credit or debit card, in person at Adelaide Oval, or from authorised resellers (as identified on the RoofClimb website). Any discount voucher must be presented at the time of purchase. Concession ID must be presented to validate any concession ticket purchased at the time of purchase and/or before the RoofClimb.
- 1.2 The price for a RoofClimb is displayed in Australian dollars (AUD) inclusive of any Australian GST payable. Postage and handling costs are in addition to those prices and will be displayed prior to you being required to confirm your order (if applicable). Prices for RoofClimb are subject to change without notice.
- 1.3 Subject to clauses 1.5, 9.1 and 11, a RoofClimb ticket is non-refundable and specific to the RoofClimb date and time as stated on your ticket. RoofClimb tickets are non-transferable except with AO's prior consent. Lost, damaged or stolen RoofClimb tickets may be replaced by AO subject to the provision of photo identification to AO's reasonable satisfaction.
- 1.4 RoofClimb tickets or gift certificates must not be offered as prizes, offered for sale or resale, or resold or used for any commercial purpose (including without limitation promotion of any supplier or any supplier's products or services) without AO's prior written consent.
- 1.5 Tickets purchased cannot be changed less than 7 days before the scheduled time for the RoofClimb. Any change to the ticket purchased is subject to availability and the discretion of AO.
- 1.6 Gift certificates are valid for 12 months from the date of purchase and are non-refundable. AO is entitled to suspend or discontinue offering RoofClimb at any time, and any gift certificate may be used towards a substitute product or service to the same value.

### **2. Arrival and registration**

- 2.1 You must arrive at the South Gate of Adelaide Oval and register at the RoofClimb Centre at least 15 minutes prior to the departure time of your RoofClimb. If you arrive after the registration time, AO reserves the right to refuse to allow you to climb, and subject to clause 9.1, you will not be entitled to a refund.
- 2.2 You must comply with any Conditions of Entry to Adelaide Oval notified to you by AO from time to time.

### **3. Participation requirements**

- 3.1 Each participant must hold a valid ticket for a RoofClimb. Entry may be refused if the ticket is damaged or defaced in any way or not purchased from AO or one of AO's authorised distributors. Should a dispute arise over the validity of a ticket, AO reserves the right to refuse participation in a RoofClimb unless you are able to show proof of your identity.
- 3.2 You must:
  - (a) be 12 years of age or over;
  - (b) satisfy any height and/or weight requirements disclosed on the RoofClimb website from time to time; and
  - (c) be in good health (for the purposes of clause 4).

You may be required to undergo a test to assess whether you are capable of completing a RoofClimb.

- 3.3 Children between the ages of 12 and 15 inclusive must be accompanied by a paying adult on a RoofClimb, provided that each adult is accompanied by no more than three children.
- 3.4 AO may perform a breath test on you and may observe you to ensure they are not under the influence of alcohol or drugs (legal or illegal). You will be refused participation in a RoofClimb, without refund, if your blood alcohol concentration is 0.05% or greater, if you refuse to be breath tested or if AO reasonably considers that you may be under the influence of drugs.
- 3.5 Smoking is not permitted during the RoofClimb or within the RoofClimb Centre or Adelaide Oval precinct. Smoking is permitted at certain designated areas outside the Adelaide Oval precinct, as indicated by signage.

#### 4. **Health and safety**

- 4.1 AO may, in its sole discretion, refuse to allow you to participate in a RoofClimb (even if you believe you are able to safely participate), if in AO's reasonable opinion, the RoofClimb or your participation in the RoofClimb may adversely affect your safety, physical or psychological condition, or the safety of AO directors, employees, agents and contractors (**AO Personnel**) or other climbers. AO will reimburse the price paid for a RoofClimb if you are refused participation in a RoofClimb for any reason other than by reason of breach of these T&Cs (including but not limited to clause 5.4 below).
- 4.2 You will be required to complete a RoofClimb Declaration and Disclaimer Form prior to being allowed to participate in the RoofClimb. If you are under 18, a RoofClimb Declaration and Disclaimer Form must be signed on your behalf by a parent or legal guardian. AO may refuse to allow you to participate in the RoofClimb on the basis of a completed RoofClimb Declaration and Disclaimer Form and/or may require evidence prior to the RoofClimb that you have been cleared by a suitably qualified medical practitioner as fit to participate in the RoofClimb (**Medical Clearance**).
- 4.3 If applicable, Medical Clearance must be provided no more than 21 days prior to the date of the RoofClimb, and must be submitted on the RoofClimb Medical Clearance form prescribed by AO from time to time. Please consult the RoofClimb website at **[www.roofclimb.com.au](http://www.roofclimb.com.au)** for a list of medical conditions for which a Medical Clearance will be required,

#### 5. **During a RoofClimb**

- 5.1 AO will supply you with equipment for use during a RoofClimb. Use of this equipment is mandatory.
- 5.2 You may take your own sun or prescription glasses on a RoofClimb, at your own risk, provided that these glasses are securely attached using a glasses lanyard supplied by AO. At AO's sole discretion, essential medications (e.g. asthma inhalers) may be taken on a RoofClimb for you by AO Personnel, however, neither AO nor AO Personnel will be responsible for the medication or the administering thereof. You must not take part in the RoofClimb if you reasonably expect that you will, or are likely to, require medication or the administration of medicines or medical assistance at any point during the RoofClimb.
- 5.3 Other than as set out in clauses 5.1 and 5.2, you are not permitted to take any items on the RoofClimb (including without limitation items such as cameras, mobile phones, handbags, or any personal items), and must remove any loose items ordinarily worn on the body (including rings, earrings and other jewellery). You will be provided with a locker for storage of any non-valuable personal belongings. You are advised not to bring items of value with you for storage in a locker, and AO is not responsible for any damage, loss or theft of your personal property whilst at Adelaide Oval, including from a locker provided to you for the duration of a RoofClimb. To ensure that unauthorised items are not carried on the RoofClimb, you will be required to submit to a metal detector test.
- 5.4 You must at all times during the RoofClimb:
  - (a) obey the directions and instructions of the AO Personnel;
  - (b) not act disruptively or disturb other climbers or interfere with an AO Personnel's ability to conduct any part of the RoofClimb in a safe and secure manner (including without limitation to make any jokes or flippant remarks about security); and
  - (c) not damage, deface or remove any part of Adelaide Oval or any of the equipment supplied for use on a RoofClimb.

AO retains the right to remove you from a RoofClimb if you do not comply with these T&Cs, without refund.

## 6. **Photographs**

- 6.1 Copies of photographs taken by AO Personnel during a RoofClimb may be purchased by you. You acknowledge and agree that AO is the owner of photographs taken during a RoofClimb, and AO retains all intellectual property rights in the photographs.
- 6.2 If you purchase any photograph from AO, AO grants to you a non-exclusive, perpetual, royalty-free licence to use or reproduce the photograph for private or domestic purposes only and otherwise with AO's prior written consent.
- 6.3 You consent to AO photographing or otherwise taking audio and/or visual recordings of you during a RoofClimb and using, reproducing, publishing or otherwise exploiting such photographs or recordings in any media for the purpose of AO's marketing and promotional activities (including without limitation, reports, media articles and promotion of future events in connection with RoofClimb).
- 6.4 You understand that you may be identifiable in the photographs or recordings taken during a RoofClimb. You will not receive any financial payment or other compensation for the rights granted to AO. You waive all rights (if any) to inspect or approve the photographs or recordings or approve or control their use or disclosure by AO in accordance with these T&Cs.

## 7. **Cancellation**

- 7.1 AO reserves the right to cancel or reschedule any RoofClimb without notice in its absolute discretion, including for reasons of safety, security, due to restricted access or due to any matters out of the reasonable control of AO. If a RoofClimb is cancelled, your RoofClimb will be rescheduled subject to availability, or exchanged for a gift certificate. AO reserves the right to vary operating hours and RoofClimb times without notice.
- 7.2 AO will not be liable for any loss or damage arising in connection with cancellation or rescheduling of any RoofClimb (including travel or other out of pocket expenses).

## 8. **GST**

- 8.1 Unless specified otherwise, any amount payable under these T&Cs does not include any amount on account of GST.
  - 8.2 Where any supply to be made by one party (**Supplier**) to another party (**Recipient**) under or in accordance with these T&Cs is subject to GST (other than a supply the consideration for which is specifically described in these T&Cs as 'GST inclusive'):
    - (a) the consideration payable or to be provided for that supply but for the application of this clause (**GST Exclusive Consideration**) shall be increased by, and the Recipient shall pay to the Supplier, an amount equal to the GST payable by the Supplier in respect of that supply (**GST Amount**); and
    - (b) the Recipient must pay the GST Amount to the Supplier, without set-off, deduction or requirement for demand, at the earlier of the time that the GST Exclusive Consideration is payable or to be provided and the time that the Supplier has to pay the GST in respect of that supply.
  - 8.3 Notwithstanding any other provision of these T&Cs, the Recipient need not make any payment for a taxable supply made by the Supplier under or in accordance with these T&Cs until the Supplier has given the Recipient a tax invoice in respect of that taxable supply.
  - 8.4 A word or expression used in this clause which is defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) has the same meaning in this clause.
- ## 9. **AO's Liability**
- 9.1 To the extent permitted by law, all conditions, warranties, guarantees, rights, remedies, liabilities and other terms implied or conferred by statute, custom or the general law that impose any liability or obligation on AO are excluded under these T&Cs. If a supply under these T&Cs is a supply of goods or services to a consumer within the meaning of the Australian Consumer Law, nothing contained in these T&Cs excludes, restricts or modifies the application of any provision, the exercise of any right or remedy, or the imposition of any

liability under the Australian Consumer Law, provided that, to the extent that the Australian Consumer Law permits AO to limit its liability, then AO's liability shall be limited to:

- (a) in the case of services, supplying the services again or payment of the cost of having the services supplied again; and
- (b) in the case of goods, replacing the goods, supplying equivalent goods or repairing the goods, or payment of the cost of replacing the goods, supplying equivalent goods or having the goods repaired.

9.2 You acknowledge that the RoofClimb is a recreational activity that involves an element of risk, and AO therefore cannot guarantee your health and safety. These risks include the risk of physical injury or death, the inducement or exacerbation of medical conditions and mental harm or distress. You acknowledge that your health, ability and conduct will affect such risks. Subject to clause 9.1, to the extent the RoofClimb is a "recreational service" within the meaning of section 139A of the *Competition and Consumer Act 2010* (Cth), AO and AO Personnel exclude all:

- (a) liability for death or personal injury in relation to supply of recreational services;
- (b) express or implied warranties and conditions, including without limitation that the RoofClimb will be provided with reasonable care and skill;

9.3 You waive, release and discharge AO and the AO Personnel from all liability for all claims or causes of action you may have (including for negligence) arising from any injury, loss or damage of any kind suffered by you including personal injury, illness or death and/or loss or damage to any property (to the extent permitted by law) arising out of or in any way in connected with your participation in the RoofClimb.

9.4 You indemnify and will keep indemnified AO and the AO Personnel against all costs, losses or damages arising out of or in any way in connected with your participation in the RoofClimb, or a breach by you of these T&Cs.

9.5 Nothing in this clause 9 limits or excludes the liability of AO or the AO Personnel for any costs, losses, damages or expenses to the extent arising as a result of fraudulent or reckless conduct of AO or the AO Personnel, nor any liability of AO or the AO Personnel that cannot be excluded under applicable law.

## 10. Privacy Collection Statement

10.1 AO will collect, disclose and otherwise handle your personal information, including any photographs or recordings taken during a RoofClimb, in accordance with these T&Cs, AO's privacy policy and the Australian Privacy Principles under the *Privacy Act 1988* (Cth).

10.2 We may disclose your personal information to our agents, contractors and other third parties who provide services to AOSMA as necessary for these purposes, and as otherwise permitted or authorised by law. Generally, we do not transfer personal information outside of Australia. We may do so, however, if you have given your permission for this to occur or if we are otherwise legally entitled or required to do so.

10.3 If you believe we have breached our obligations under the *Privacy Act 1988* (Cth), or if you have queries or concerns regarding the way in which AO's handles your personal information (including any photographs or recordings), please refer to AO's privacy policy at <http://www.adelaideoval.com.au/79/privacy.aspx> or contact our Privacy Officer, by email at [enquiries@adelaideoval.com.au](mailto:enquiries@adelaideoval.com.au) or phone on (08) 8211 1100. Our privacy policy sets out how you may lodge a complaint with AO and how we will handle your complaint. You may request access to the personal information which AO holds about you by contacting our Privacy Officer. Generally we will provide you with such access except in limited circumstances where refusal is permitted by law.

## 11. Variation

11.1 AO may amend these T&Cs from time to time without notice to you. If you are precluded from participating in a RoofClimb as a direct consequence of the variation to the T&Cs, AO will refund the cost of your RoofClimb ticket.

11.2 If you purchase tickets or a gift certificate for RoofClimb prior to the actual commencement of RoofClimb (expected to be 6 April 2016), you acknowledge and agree that variations to these T&Cs may affect your eligibility to participate in a RoofClimb. In the event that a variation precludes you from participating in a RoofClimb, clause 11.1 will apply.

**12. General**

- 12.1 Except where these T&Cs expressly states otherwise, a party may, in its discretion, give conditionally or unconditionally or withhold any approval or consent under these T&Cs.
- 12.2 Any indemnity or any obligation of confidence under these T&Cs is independent and survives termination of these T&Cs. Any other term by its nature intended to survive termination of these T&Cs survives termination.
- 12.3 Each party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to these T&Cs.
- 12.4 A term or part of a term of these T&Cs that is illegal or unenforceable may be severed from these T&Cs and the remaining terms or parts of the terms continue in force.
- 12.5 A party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.
- 12.6 These T&Cs are governed by the law of South Australia and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of South Australia.