THE AUSTRALIAN DAVIS CUP TENNIS FOUNDATION



ABN 90 004 905 060

Melbourne Park, 19th January to 1st February 2015

Dear Member,

Your Directors are pleased to tell you about the arrangements that we have made with Tennis Australia for seating and ground passes for our members at the Australian Open 2015. Please be assured that the Foundation will continue to strive for good quality seating and will continue to allocate tickets to members according to the order in which we receive the completed Application Forms together with full payment.

<u>PLEASE NOTE</u> that similar to last year, due to <u>AN EARLIER CLOSE OFF DATE</u> than the preceding years for applications to be submitted, these forms have been mailed out earlier. This <u>does not</u> change the need for returning forms AS SOON AS POSSIBLE. Other important details for this year:

- 1. An ADCTF Members' Luncheon will be held on Friday 30th January 2015 in the Members Dining Room, Melbourne Cricket Club with the special guests and theme of the day focusing on the 1959 Davis Cup victory at Forest Hills, New York when Australia defeated USA 3-2. This event will conclude in plenty of time for members to proceed to Rod Laver Arena for the Twilight session later that day. To apply for tickets to this special event please use the enclosed Rod Laver ticketing form. The cost for members is \$135.00 and \$145.00 for guests, for what will be an exciting day for Davis Cup tennis fans, organized under the leadership of our President Neale Fraser.
- 2. This year, members can apply for the following Rod Laver Arena tennis sessions and packages:
 - Night sessions from Monday 19th to Thursday 29th January inclusive.
 - A Quarter Finals package for the Day sessions on Tuesday 27th & Wednesday 28th January.
 - A Semi Finals package for the Day session on Thursday 29th & Twilight session on Friday 30th January.
 - A Finals package for the Twilight sessions on Saturday 31st January & Sunday 1st February.
- 3. Please note that in an endeavour to ensure that all members have access to a reasonable number of tickets, limitations may be applied to excessive applications <u>especially for those nights or finals packages for which there is usually a very high demand</u>.
- 4. If allocated, tickets will be mailed to members on or before <u>Friday 5th December 2014</u>. Meanwhile, please <u>do not</u> make telephone enquiries <u>regarding this mailing date</u>. We appreciate your co-operation.
- 5. Neither Rod Laver Arena tickets <u>nor</u> Ground Passes provide access to **Margaret Court Arena**. The complimentary Ground Passes can be upgraded to **Margaret Court Arena** tickets.

AS IN PREVIOUS YEARS THE FOLLOWING INFORMATION ALSO APPLIES:

- There is a limit of 2 tickets <u>per</u> session or package, <u>per</u> member.
- We stress that to the greatest reasonable extent possible ticket applications are processed according to the <u>order in which Application forms are received and opened</u>. ADCTF receives a priority ticket allocation from Tennis Australia. Upon receipt of the member's ticket requirements, ADCTF advises Tennis Australia of its requirements and pays in full for these tickets which are promptly forwarded to ADCTF for processing and the allocation of actual seats to members in an entirely separate exercise. Tickets are issued subject to the Australian Open Conditions of Sale and Entry which are supplied by Tennis Australia and have been included herewith for your information.
- Separate administration fees are charged by the Foundation for both Rod Laver Arena tickets and Ground Passes. These
 fees have been set in order to defray costs associated with the handling of tickets including postage, printing, stationery,
 telephone, service charges and sundry expenses. Please make certain that ALL appropriate fees are included in your
 total payment before mailing your application.
- The banking of your cheque can be taken to mean that your application was successful for all requested tickets.
- We continue to do our best to satisfy the expectations of our members. In the unlikely event that you might wish to express
 disappointment with regard to seating position etc, please do not under any circumstances contact Tennis Australia.
 Your primary contact is with the Foundation only.
- Cheques are to be made payable to 'ADCTF'. All applications <u>must be</u> on the enclosed application forms and sent together
 with <u>full payment</u> by cheque and a <u>stamped</u>, <u>self addressed</u>, <u>business size</u> (DL) envelope, to:

Australian Open 2015 PO Box 342 IVANHOE VIC 3079

THE AUSTRALIAN DAVIS CUP TENNIS FOUNDATION

ABN 90 004 905 060

Rod Laver Arena Tickets Application Form for Australian Open 2015

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 Please indicate the number of tickets you wish to apply for, with a maximum of 2 per session or package, i.e. specify 1 or 2, or leave blank.

NIGHT SESS	IONS	Scheduled:	Tickets:	\$ Each	\$Total
Mon 19 Jan	night	Early Rounds		75	
Tue 20 Jan	night	" "		75	
Wed 21 Jan	night	" "		85	
Thu 22 Jan	night	" "		85	
Fri 23 Jan	night	"		110	
Sat 24 Jan	night	" "		130	
Sun 25 Jan	night	" "		130	
Mon 26 Jan	night	"		130	
Tue 27 Jan	night	Quarter Finals		155	
Wed 28 Jan	night	Quarter Finals		155	
Thu 29 Jan	night	One Men's Semi Final		235	

Code
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FINALS PACKAGES	Scheduled:	Packages:	\$ Each	
Day Tue 27 + Day Wed 28	Quarter Finals		310	
Day Thu 29 + Twi. Fri 30*	Semi Finals (2W, 1M)		415	
Twi. Sat 31* + Twi. Sun 1*	Finals		680	

^{*} Twilight sessions. Play starts in the afternoon with the main match not scheduled to start before 7:30pm.

	Seats:	\$ Each	
ADCTF Luncheon Fri Jan 30, Members only price		135	LUNM
ADCTF Luncheon Fri Jan 30, no limit, Non members		145	LUNN

Administration Fee

Administration Fee

10

12

TOTAL \$

Member's Name: Mr/Mrs/Miss/Ms		Mr/Mrs/Miss/Ms _			
Address:		_			
		Postcode:	Email:		
Telephone:	Mobile	ə:	Home: ()	Work: ()	
	Please with <u>c</u>	e make cheques pay e send this completed neque, and stamped ess size (DL) envelop	application form , <u>self addressed</u> ,	Australian Open 201 PO Box 342 IVANHOE VIC 3079	5

All Prices inclusive of GST. This will become a tax invoice for GST purposes upon payment. Issue date: 16/07/14.

If you have special dietary needs and you will be attending the Members' Luncheon, please tell us of those needs:

THE AUSTRALIAN DAVIS CUP TENNIS FOUNDATION

ABN 90 004 905 060

Complimentary Ground Passes Application Form for Australian Open 2015

Office Use Only	
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Week Two

THE FOLLOWING HAS CHANGED FOR 2015! PLEASE READ CAREFULLY:

- . Ground Passes are for use by Members only and are issued subject to availability.
- Ground Passes provide access to Melbourne Park, Hisense Arena, all Show Courts and all Outdoor Courts.
- These Passes do not provide access to Rod Laver Arena.
- These Passes <u>do not</u> provide access to Margaret Court Arena, but can be upgraded with a fee, payable on the day at Ticketek booths (if Margaret Court Arena has seats available).

Due to the enormous popularity of the Australian Open, the availability of Complimentary Ground Passes has been limited for 2015, with only certain days being made available to us.

Members may apply for a TOTAL of TWO Ground Passes each. So you can apply for: TWO Ground Passes for any <u>single</u> day, OR you may wish to apply for ONE Ground Pass for each of <u>two different</u> days. Please write below the number of Ground Passes that you wish to apply for under your choice of days.

	Mon 19 Jan	Tues 20 Jan	Wed 21 Jan	Mon 26 Jan	
Member's Nam	ne: Mr/Mrs/	Miss/Ms			
Address:					
	Pos	tcode:	Email:		
Telephone:	Mobile:	н	ome: ()	Work: ()	

Ground Pass Service & Administration Fee of \$12.00.

OR

Week One

If you are <u>also ordering Rod Laver Arena tickets</u>, please remember to include <u>BOTH</u> the Ground Pass Fee of \$12.00 <u>and</u> the Rod Laver Administration fee of \$10.00 in your Total on the Rod Laver Arena ticket application form.

If you are ordering Ground passes only, please include with your application the

Please make cheques payable to 'ADCTF'.	Australian Open 2015
Please send this completed application form	PO Box 342
with cheque , and stamped , self addressed ,	IVANHOE
business size (DL) envelope to:	VIC 3079
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Australian Open 2015 Ticket Conditions of Sale and Entry

NOTE: The ADCTF is an authorised reseller of Australian Open Tickets.

<u>WARNING</u>: Some areas of Melbourne Park are exposed to direct sunlight, heat and other elements. Seating may be in the sun for part or all of the day. Remember to stay hydrated and use sun protection.

These conditions govern the supply of all tickets (including complimentary tickets) to the Australian Open (AO) that are issued by Tennis Australia (TA) and allow access to Melbourne Park (MP) during the AO. These conditions work in conjunction with Melbourne and Olympic Park's (M&OP) Conditions of Entry and Ticketek's terms and conditions.

- 1. Important information. The AO is a multi-feature ticketed event that runs over a number of sessions and days. Each ticket provides the holder of that ticket (you) with a conditional licence for admission to the applicable areas of MP for the specific session of the AO which is designated on the face of that ticket. TA makes no representations or warranties that your ticket will enable you to watch any particular players or matches during a specific session, or that matches will start at a particular time or continue for any set length of time because: (a) the AO is an elimination style tennis tournament, with each player's progression determined by a number of factors including the tournament draw and the outcome of their previous matches; (b) players can, at times, experience injuries, illnesses, bereavement, travel delays or other issues which can prevent them from being able to commence play, or complete a match; (c) particular matches may need to be cancelled, terminated early, rescheduled or relocated to other courts for various reasons, examples include other tennis matches continuing for extended periods of time, safety issues or concerns, extreme heat, rain, other adverse weather or force majeure events such as an act of God, natural disaster, war, sabotage, riot, act of terrorism, national emergency, fire, explosion, power shortage, strike or other labour difficulty (whether or not involving TA), epidemic, quarantine, radiation or radioactive contamination, government intervention, or plant or equipment breakdown. Each situation referred to in items 1(b) and (c) above is an Unavoidable Event.
- 2. No resale. The licence granted to you will automatically terminate if you do any of the following, without the prior written consent of TA: (a) resell the ticket at a premium or through a broker or agent; (b) advertise or offer the ticket for resale on the internet or in any other medium; or (c) package, advertise or use the ticket for advertising, promotion or other commercial purposes (including competitions or trade promotions) or to enhance the demand for other goods or services. You may however list a ticket for sale on the official AO Fan Marketplace. If a ticket is sold, advertised or otherwise used in breach of these conditions, the licence terminates and TA may deny the holder of the ticket admission to the AO or take other action TA considers appropriate, without any guarantee of a refund. TA may also deny entry to the AO if tickets are not purchased from Ticketek or other points of sale authorised by TA. If you have any queries you can contact TA's ticketing department by email at actioncommons.com.au.
- 3. Changes can occur. At times TA may release a daily draw of matches, order of play or event schedule (each a Schedule). Each Schedule is provisional and subject to change. TA reserves the right to change any Schedule at any time and for any reason (including the reasons described in item 1) if it is reasonably necessary to protect the legitimate interests of TA and/or the players and/or members of the public. Due to the nature of tennis tournaments like the AO, changes to a Schedule are not material changes to the event and do not entitle you to a refund, credit, exchange or other compensation.
- 4. Refunds, credits or replacements. No refund, credit or replacement tickets will be provided on any complimentary tickets or in situations where the Australian Consumer Law (ACL) does not apply. If the ACL applies and you have purchased the tickets, you will be entitled to a full refund, credit or replacement ticket for any tickets where the specific session of the AO (as designated on your ticket) does not commence at all, unless it was due to an Unavoidable Event. Without limiting the foregoing, no refunds, credits, replacement tickets or other compensation is required to be provided if (a) there is a change to a Schedule, but the session commenced with a match or substitute match being played (in whole or part); (b) there is a change to the non-tennis related entertainment at MP, for example bands on Grand Slam Oval; or (c) there has been an Unavoidable Event.
- 5. Maintaining order. To maintain order and safety, M&OP and TA reserve the right to inspect clothing, containers, packages and bags intended to be brought into MP. This may include the use of screening equipment. M&OP and TA also reserve the right, with reasonable cause or pursuant to the *Major Sporting Events Act 2009* (Act), to refuse entry to or remove any person from MP. M&OP and TA will be considered to have reasonable cause if: (a) you are in breach of these conditions; (b) you are seeking to bring, or have bought, a prohibited item into MP (see item 13 for details); (c) you are considered to be adversely affected by alcohol or illicit drugs; or (d) you have been previously banned or removed from entry into MP. You must follow all reasonable directions given by TA and M&OP.
- 6. Access for night sessions. If you hold night session tickets to either Rod Laver Arena or Hisense Arena or an After Five Ground Pass ticket, you cannot access MP until 5.00pm. However, premium and sponsor ticketholders attending the night session will be permitted to access MP from 4.00pm. Please check your ticket for details. Access to Rod Laver Arena & Margaret Court Arena for the night sessions may be delayed if the day session play runs late.
- 7. Your property. Whilst at MP, you must take care to protect your own property from loss and damage and take steps to prevent your property causing safety issues or damage to other people or property. TA will not be liable for any loss or damage (including any direct, indirect or consequential loss or damage) to any property brought into MP, unless the ACL applies and it was due to TA's breach of a non-excludable guarantee under the ACL such as failure to provide services with due care or skill. M&OP will not be liable for any loss or damage (including any direct, indirect or consequential loss or damage) to any property brought into MP, unless the ACL applies and it was due to M&OP's breach of a non-excludable guarantee under the ACL such as failure to provide services with due care or skill. For the safety and comfort of all patrons, any item or bag that is too large to fit under a seat must not be brought into MP and a limit of 1 bag per person applies. You must not leave bags or packages unattended at any time. For safety reasons, any unattended bags or packages may be removed and/or destroyed.
- 8. Your safety. Whilst at MP, you must take care to protect your safety and the safety of others. TA will not be liable for any loss or damage (including any direct, indirect or consequential loss or damage) for any death or personal injury, unless the ACL applies and it was due to TA's breach of a non-excludable guarantee under the ACL such as failure to provide services with due care or skill. M&OP will not be liable for any loss or damage (including any direct, indirect or consequential loss or damage) for any death or personal injury, unless the ACL applies and it was due to M&OP's breach of a non-excludable guarantee under the ACL such as failure to.......CONTINUED OVERLEAF

provide services with due care or skill.

- 9. Liability. To the extent permitted by law: (a) TA and M&OP's maximum liability to you for any loss or damage that is suffered by you as a result of any breach of these conditions by TA and/or M&OP is limited at TA's sole discretion to: (A) the replacement of tickets; or (B) permitted entry to a rescheduled AO session or other AO event; or (C) a refund where required under clause 4; (b)all other representations, conditions, warranties and terms (including claims in relation to any particular players or matches or a Schedule) that would otherwise be expressed or implied in these conditions by general law, statute or custom are expressly excluded.
- 10. Privacy. By purchasing a ticket to the AO you consent to the collection and use of your personal information by Ticketek and TA and the disclosure of that information by Ticketek to TA for the purposes of ticketing, event management, surveys and marketing, including the promotion of the AO and related events, offers from TA and other Australian Tennis Organisations regarding other events, products and services, and offers from third parties who have a relationship with TA or other Australian Tennis Organisations about their events, products and services. TA may also use your personal information for the purposes set out in TA's tennis privacy policy. Where the information is used for marketing purposes you will have the opportunity to 'opt out', which you can do at any time in accordance with TA's tennis privacy policy. You may contact TA (at aotickets@tennis.com.au or Private Bag 6060 Richmond, Victoria 3121) and Ticketek (at privacy@ticketek.com.au or GPO Box 1610, Sydney NSW 2001) to request access to the information held about you. TA will collect, store, use and disclose your personal information in accordance with its privacy policy located at http://www.tennis.com.au/privacy, which also contains information about how you may access and seek correction of your personal information or complain about a breach of your privacy by TA, and how TA will deal with that complaint. TA may disclose your personal information to other parties, including TA's related companies, other Australian Tennis Organisations, and third parties who provide TA services. From time to time, those third parties may be located (and therefore your personal information may be disclosed) overseas, including to the USA and the Netherlands.
- 11. Capture and use of image. You consent to being photographed, filmed and recorded as an AO patron. You acknowledge that in order to enhance security, surveillance equipment (including security cameras) are used in and around MP. You also consent to use of any such film, image or recording at the discretion of M&OP, TA, its commercial partners, media agencies, or law enforcement agencies without compensation or further notice.
- 12. Family friendly event. The AO is a family friendly event. You are required to act in a safe, responsible and courteous manner at all times. All persons 12 years old and younger must be accompanied and supervised by a parent or guardian at all times during the AO. Access to the licensed areas at MP (including the Heineken Bar and the Jacobs Creek Wine bar) is prohibited to persons under the age of 18 unless in the company of a parent or guardian. An underage viewing area is available for those wanting to watch the entertainment on the Heineken stage.
- 13. Prohibited items. For the comfort and safety of patrons and players, and/or pursuant to the Act, the following items are NOT allowed into MP: Alcohol; animals except service animals (e.g. seeing eye dogs, police dogs and horses); any item that could be used as a weapon; beach balls & other inflatable devices; bicycles, scooters, skateboards and roller-blades/skates; camera tripods, monopods, telephoto camera lenses with a focal length capacity greater than 200mm; video cameras & handy-cams; audio recorders; any equipment, device or instrument capable of recording, distributing and/or transmitting scoring data and other statistical information relating to the AO for any commercial purposes (including sports betting); drink & food cans; chairs & stools; eskies & hampers; fireworks; frisbees; helium balloons; glass (including bottles); large containers in excess of 1.5 litres; flags, banners or signs larger than 1 metre by 1 metre in size or with handles longer than 50cm in length; musical instruments &/or amplification equipment; unauthorised promotional, commercial, political, religious or offensive items of whatever nature including clothing, banners, signs, symbols and leaflets or flyers; laser pointers, distress signals, whistles or loud hailers and dangerous goods. Note: Prams and strollers are not permitted in seating areas.
- 14. Prohibited conduct. You must not: (a) engage in any conduct, act towards or speak to any player, umpire, referee, other official or another patron in a manner which offends, insults, humiliates, intimidates, threatens, disparages or vilifies that other person; (b) disrupt or interrupt any match or event organised by TA; (c)cause unreasonable disruption or unreasonable interference to patrons of the AO or persons engaged in the conduct or management of the AO; (d) cause any wilful damage or harm to any part of MP, including buildings, fixtures & fittings, fences, vegetation and permanent or temporary infrastructure, or remove or attempt to remove any property belonging to another during the AO; (e) interfere with, obstruct or hinder TA or M&OP in the exercise of their powers, functions or duties during the AO; (f) conduct public surveys or opinion polls, hand out items or material, solicit money, donations or subscriptions from members of the public within MP, without the prior consent of TA; (g) play ball games of any kind within MP unless TA has authorised that ball game; (h) open umbrellas within seating areas of all tournament match courts and arenas whilst a match is in progress; (i) remove your footwear.
- 15. Smoking. You must not smoke inside, within the spectator area of any tournament court, or otherwise where signed.
- 16. Match etiquette. Standing or other activities that may distract the players is not permitted in seated areas until end of games or between matches. Standing in the aisles or sitting on the stairs is not permitted at any time. You must adhere to allocated seating in the ticketed arenas and follow all reasonable directions given by TA or M&OP.
- 17. Use of Technology. Images of the AO taken with a camera, mobile phone or other wireless device cannot be used for any purpose other than for private and domestic purposes. You must not sell, license, publish or otherwise commercially exploit photographs. Flash photography is not permitted in the court areas. Taking video footage via any means is forbidden. Production, transmission or distribution of broadcasts or narrowcasts of any images, footage, sounds, data, results, statistics or commentary of the AO or any match comprising the AO by any means in any format or media (including by mobile phone or other wireless device) is strictly forbidden. Without limiting the above, you must not continually collect, disseminate, transmit, publish or release from the grounds of the AO any match scores or related statistics or data during match play for any commercial, betting or gambling purpose. The continual use of laptop computers or other handheld electronic devices within the spectator area of a tournament court is prohibited. The exception to this provision is properly accredited media, tournament vendors and tournament staff where such persons are expressly authorised by TA to do so in the performance of their duties.
- 18. Interpretation. These conditions do not exclude, restrict or modify the application of any provision of the ACL, where to do so would either contravene the ACL or cause any part of these conditions to be void. Any provision of these conditions which is invalid must be read down to the minimum extent necessary to achieve its validity or be severed from these conditions without invalidating or affecting the remaining provisions of these conditions. References to TA and M&OP, include references to their staff, contractors, agents, volunteers and authorised officers under the Act. Where the word including is used, or examples are given, it does not limit the generality of the clause. If there are any inconsistencies between these conditions and any of the conditions referred to in the first paragraph, these conditions prevail.
- 19. Changes. TA may alter these conditions if such changes are reasonably necessary to address safety issues or otherwise protect TA's legitimate interests by giving you notice (by email or by posting it on TA's website).