OPTUS STADIUM

CONDITIONS OF ENTRY

The following Conditions of Entry apply to all visitors and attendees (**Patrons**) attending Optus Stadium and/or the Stadium Park.

Event Conditions, Ticket Conditions and Sport Governing Body Conditions

1. These Conditions of Entry are to be read in conjunction with conditions of entry that may apply to (i) an event held at Optus Stadium and/or the Stadium Park (**Event Conditions**, refer to the event page at https://optusstadium.com.au); (ii) a sporting event, as required by the applicable sports governing body (**Sports Event Conditions**); and/or (iii) the ticketing agent's terms and conditions of ticket sale (**Ticket Conditions**). (collectively the "**Conditions**").

COVID-19

2. In accordance with WA Government safety requirements, directions and guidelines, in response to the COVID-19 pandemic, Patrons entering Optus Stadium and the Stadium Park may be subject to the following (depending on the current status of the Government safety requirements, directions and guidelines which will change from time to time):

   (a) a temperature check, and should a Patron's temperature be recorded to be above 37.5 degrees Celsius, the Operator reserves the right to refuse the Patron entry to or remove a patron from the event, without refund or compensation of any kind;

   (b) the requirement for Patrons to provide contact details for COVID-19 tracking and follow up purposes only; and / or

   (c) the requirement to provide a declaration regarding certain matters relating to COVID-19.

3. All Patrons entering Optus Stadium and the Stadium Park are requested to:

   (a) download the Western Australian Government *SafeWA* app on their mobile device, and scan the QR code to register their attendance at Optus Stadium or the Stadium Park, OR complete the Optus Stadium manual paper-based COVID-19 Contact Register;

   (b) download the Australian Government *COVIDSafe App* on their mobile device, with Bluetooth activated prior to entering the Stadium;

   (c) avoid unnecessary contact i.e. shaking hands, hugging etc.;

   (d) maintain a physical distance where possible from others;

   (e) practise good hand hygiene; and

   (f) immediately notify an Optus Stadium representative if they begin to feel ill or are developing any COVID-19 symptoms (including fever, cough, sore/scratchy throat, shortness of breath) The Operator may require that the Patron not enter or leave the Stadium or Stadium Park, without refund or compensation of any kind.

4. By attending Optus Stadium or the Stadium Park Patrons acknowledge that, even with rigorous capacity and control measures in place, there remains an unquantifiable risk of transmission of viral illness, including COVID-19, at this time and Patrons have considered that risk and their own personal circumstances, including any health conditions or vulnerability they may have or that of any other person whom Patrons will be in close contact with following attendance at Optus Stadium and/or the Stadium Park. Patrons acknowledge that for a small number of people viral illnesses, including COVID-19, has very serious health consequences. By attending Optus Stadium or the Stadium Park patrons acknowledge and accept these obvious risks.

5. Patrons who do not comply with the directions of Optus Stadium representatives, including any failure to comply with any Directions issued by the WA State Government in regards to COVID-19, may be committing an offence and may be removed from Optus Stadium and/or the Stadium Park.

Refusal of Entry to & Removal from an event/activity at Optus Stadium and/or the Stadium Park

6. The Operator reserves the right to refuse entry to, remove, fine or ban from Optus Stadium and/or the Stadium Park, without refund or compensation of any kind, any Patron:

   (a) it deems to be intoxicated, drug affected, disorderly, threatening or abusive, or whose presence at Optus Stadium and/or the Stadium Park is, or could constitute, a source of danger, nuisance, or annoyance to other Patrons, Ticket Holders, any authorised representative of the Operator and its staff, and/or any law enforcement officer;

(b) who uses racial, homophobic or discriminatory language towards, or harassment of, other Patrons, any authorised representative of the Operator and its staff, and/or any law enforcement officer;

(c) who fails or is refusing to comply with any direction, instruction. request or announcement made by any authorised representative of the Operator and/or any law enforcement officer;

(d) carrying Restricted or Prohibited Items, or any other items which could compromise security or safety, or cause injury or public nuisance;

(e) undertaking any unauthorised promotional or commercial activity;

(f) not holding a valid ticket, including tickets sourced via an unauthorised promotion, purchased from an unauthorised source, or which appears to have been defaced, forged or copied;

(g) who refuses to submit to a safety and security personal check, or submit their personal belongings for inspection;

(h) who attempts to conceal their identity, either at the point of entry to an event/activity at Optus Stadium and/or the Stadium Park, or while attending an event/activity at Optus Stadium and/or the Stadium Park, however noting that the Operator will at all times respect cultural differences and medical conditions;

(i) who gains unauthorised access to (i) Optus Stadium; (ii) restricted areas of Optus Stadium (including the pitch/playing field) and/or (iii) restricted areas of the Stadium Park;

(j) who obstructs access ways, entrances, exits, staircases and the like, or who attempts to climb any structure of Optus Stadium and/or the Stadium Park;

(k) who smokes, other than in a designated smoking area;

(l) identified consuming alcohol (i) in a dedicated alcohol free zone within Optus Stadium; and/or (ii) within the Stadium Park (unless the event/activity is licensed to serve alcohol at the Stadium Park), or identified supplying alcohol to minors;

(m) identified throwing objects within Optus Stadium; or

(n) who is the subject of an existing banning notice issued by the Operator or any sports governing body.

7. Patrons may also be subject to penalties imposed by the Event holder, sports governing body or ticketing agent, and may be referred to the police and/or other law enforcement agencies, and/or other government or regulatory authorities, and may be subject to further penalties, including fines and imprisonment.

General Conditions

8. Optus Stadium is a licensed premises. It is an offence under the Liquor Control Act to (i) bring any alcohol into, or remove alcohol from, the licensed areas of Optus Stadium; and/or (ii) consume alcohol in the Stadium Park (unless the event/activity is licensed to serve alcohol at the Stadium Park). Any breach of this condition by a Patron will be referred to the police

9. Unauthorised promotional or commercial activities are not permitted within Optus Stadium or the Stadium Park.

10. Tickets to events at Optus Stadium or the Stadium Park may not be used in relation to any unauthorised promotion or commercial activity.

11. The Operator reserves the right, for safety and security purposes, to:

(a) inspect and search bags and other containers (regardless of size) and/or items of clothing, of all Patrons when entering, within, or exiting from Optus Stadium, and/or when attending an event/activity at the Stadium Park; and

(b) conduct personal checks of all Patrons when entering, within or exiting from Optus Stadium and/or when attending an event/activity at the Stadium Park.

12. The wearing of any 'colours' or 'insignia' signifying an association with any outlaw motorcycle club or other group (as designated by the Police), is prohibited.

13. Patrons wearing or otherwise displaying inappropriate or unauthorised commercial, political, religious or other offensive images, logos, messages etc. may be asked to remove such items prior to entering Optus Stadium and/or an event/activity at the Stadium Park Failure to do so may result in the Patron being refused entry to the event/activity at Optus Stadium and/or the Stadium Park.

14. Pass-outs for re-entry to events/activities at Optus Stadium and/or the Stadium Park will not be issued, unless otherwise specified or permitted further to any Event Conditions or Sports Event Conditions.

15. Patrons must only use the seat or area as specified on their ticket when attending an event or function or Optus Stadium or the Stadium Park.

16. Unless otherwise specified, children 12 years and under will not be admitted to an event/activity at Optus Stadium and/or the Stadium Park without a parent, guardian (18 years or older) or a responsible adult. Patrons must comply with any age specifications or restrictions for an event/activity at Optus Stadium and/or the Stadium Park as detailed on the ticket.

17. Smoking is not permitted within Optus Stadium (including the use of e - cigarettes). Patrons must observe all no-smoking signs within the Stadium Park.

18. Patrons who bring personal items to an event/activity at Optus Stadium and/or the Stadium Park do so at their own risk. Optus Stadium will not be held responsible for any damage to, loss or theft of a Patron's personal property.

19. Umbrellas may be brought into Optus Stadium but for the comfort of others should not be put up.

20. For safety reasons, strollers and prams are not permitted in the Optus Stadium seating bowl. Strollers and prams may be stored in cloakrooms provided adjacent to the entry gates of Optus Stadium.

21. Mobile phones and other devices are permitted within Optus Stadium, provided they are used only for personal and private use (ie. excluding the recording or transmission of an event for commercial purposes).

22. Unauthorised soliciting and customer surveying is not permitted within Optus Stadium and/or the Stadium Park.

23. Some sporting and other activities conducted at sporting and entertainment venues are dangerous. Risks include collision with fixed or moving objects, falling or tripping, exposure to adverse weather, or acts of violence committed by other Patrons. All Patrons attending events/activities at Optus Stadium and/or the Stadium Park do so at their own risk. The Operator is not responsible or liable for any loss, damage, accident or injury suffered by any Patron, including that of any children under their care.

24. Patrons are advised that strobe lighting may be utilised for events/functions at Optus Stadium and/the Stadium Park.

25. The Operator may take photographs and/or video recordings (and/or stills from video recordings) of Patrons and may use these photographs and video recordings for any media or other purpose, including advertising or promotional purposes, and training purposes, without payment of any kind to Patrons. Entry to an event/function at Optus Stadium and/or the Stadium Park shall be deemed consent to the use of these photographs and video recordings, unless the Operator is otherwise notified in writing by a Patron (or applicable parent, guardian or responsible adult) to the contrary.

26. For the safety and security of Patrons and other Optus Stadium and Stadium Park occupants closed circuit television cameras are in use at Optus Stadium and the Stadium Park. Photographs and recordings of Patrons may be shared with the event/function holder, Sporting Body, law enforcement agencies and other relevant authorities, in connection with investigating, documenting and/or analysing any breach or alleged breach of the Conditions of Entry.

Restricted and/or Prohibited Items – Optus Stadium and Stadium Park

27. Patrons are not permitted to bring the following restricted and/or prohibited items into Optus Stadium and the Stadium Park:

Stadium and Stadium Park

(a) Alcoholic beverages.

(b) Illegal substances, including illegal drugs.

(c) Flares, fireworks, explosives, smoke cannisters or smoke bombs.

(d) Laser devices or pointers.

(e) Guns, knives, weapons, other dangerous or hazardous items.

(f) Poles, including metal flag poles, extendable flag poles and / or flag poles capable of being used as a weapon.

(g) Oversized banners and flags which may be deemed to cause public nuisance.

(h) Confetti or shredded paper.

(i) Advertising, sponsorship, promotional, or other marketing materials, including without limitation clothing, accessories and/or literature, which is intended to be offered for sale and /or other means of distribution.

(j) Other items as determined by the Operator that may cause damage, harm or public nuisance.

Stadium Only – additional prohibited items

(a) Glassware, glass bottles or cans, including spray cans.

(b) Pets or animals, other than certified service animals.

(c) Folding chairs or stools.

(d) Cameras and or recording devices (for commercial purposes) including tripods. Personal photography is permitted, provided photographs are for non-commercial use.

(e) Remote control vehicles, including drones (or any such aircraft).

(f) Musical instruments and noise makers, including whistles, hooters, horns, air-horns, drums, and vuvuzelas.

(g) Balloons or other inflatable items.

(h) Scooters, roller skates, skateboards, segways and push bikes.

(i) Electronic cigarettes (e-cig or e-cigarettes), personal vaporisers, electronic nicotine delivery systems, or other battery powered vaporisers are not permitted to be consumed anywhere in Optus Stadium.

(j) Eskies and bags that cannot be safely stored under the seats.

(k) Other items as determined by the Operator that may cause damage, harm or public nuisance.

Please note Restricted and/or Prohibited Items may vary between events/functions and Patrons should also refer to any Event Conditions, Sports Event Conditions and Ticket Conditions.

Dress Standards

28. Access to Premium Facilities, Bankwest Club, restaurants and dining room areas of Optus Stadium will be subject to dress codes with a higher minimum standard than required for general admission to Optus Stadium. As a guide, smart casual attire is the minimum standard required for the Premium Facilities, Bankwest Club, restaurants and dining areas.

29. As a minimum for general admission to any event/function at Optus Stadium and/or the Stadium Park all Patrons must be appropriately clothed for a public place and must wear shoes. Patrons with bare feet will not be permitted entry to an event/function at Optus Stadium and/or Stadium Park.

Privacy

30. If a Patron is required to provide its Personal Information to the Operator, the Operator will deal with the Personal Information in accordance with the *Privacy Act 1988* (Cth) and the Optus Stadium Privacy Policy, which is available at https://optusstadium.com.au/ .

31. By entering an event/function at Optus Stadium and/or the Stadium Park each Patron consents to the Operator using, and where required sharing, their Personal Information with the event/activity holder, Sporting Body and law enforcement agencies, in connection with investigating, documenting and/or analysing any breach or alleged breach of the Conditions of Entry, and/or enforcing any ban notice.

Modifications

32. The Operator reserves the right to update, modify or change these Conditions of Entry from time to time. Any changes will be posted and available at https://optusstadium.com.au/ and may be available at entry points to Optus Stadium.