

CRONULLA SHARKS HOSPITALITY

TERMS AND CONDITIONS

1. HOSPITALITY PACKAGES

- 1.1** In this Agreement the Hospitality Package supplied by the Cronulla Sharks to the Client on each match day at PointsBet Stadium includes the admission to a Hospitality event, the supply of a ticket, food and beverages as well as other benefits as offered by the Cronulla Sharks.
- 1.2** No Hospitality Package is guaranteed until full payment has been received. Tickets and services will not be available until full payment has been received.
- 1.3** No Hospitality Package will be fulfilled if the Client does not adhere to their selected payment option. Tickets and services will not be made available until the payment is up to date.
- 1.4** Cronulla Sharks reserves the right to refuse an application. The Cronulla Sharks also reserves the right to cancel without refund if the Client breaches these terms and conditions.
- 1.5** It is the Client's responsibility to notify the Cronulla Sharks Hospitality Department immediately of any changes of address and contact details.
- 1.6** Existing Clients have priority access to renew their Hospitality Package during a renewal period and is secured via a deposit of an agreed amount at time of booking.

2. PAYMENT

- 2.1** Upon booking the Hospitality Package (unless otherwise specified), the Client will be issued with a tax invoice which is payable as stated on the invoice. Neither access to facilities, nor access to events as part of the Hospitality Package will be permitted until full payment is received. All payments made by Electronic Funds Transfer must be accompanied by emailed confirmation of said payment prior to acceptance by the Cronulla Sharks.
- 2.2** In the event that the client does not proceed with the Agreement for the Hospitality package, it is at the discretion of the Cronulla Sharks to determine if any payments may be refunded.
- 2.3** In the event of a global pandemic the Sharks will not be responsible for any potential financial losses, and it will be at the sole discretion of the Cronulla Sharks to issue refunds.

3. CODE OF CONDUCT

- 3.1** The Cronulla Sharks are committed to ensuring the safety and enjoyment of Hospitality Clients who visit PointsBet Stadium whilst attending Cronulla Sharks games. To achieve this, each Client must agree to the following conditions:
 - i.** Ensure all activities conducted in the Facility complies with the permitted use only.
 - ii.** Ensure all occupants conform to the Cronulla Sharks and Venue Management dress code which at a minimum is smart casual (refer to individual Hospitality Package requirements for full dress code details at <https://www.sharks.com.au/hospitality/dress-code/>)
 - iii.** Ensure that no more than the specified number of people occupies the facility.
 - iv.** No alcohol is to be taken outside of the Facility.
 - v.** The Client, guests and visitors shall not smoke while occupying the facility. This is including but not limited to cigarettes, e-cigarettes, and cigars.
 - vi.** Cronulla Sharks and Venue Management retains the right to ask the Client to remove any person whose conduct is deemed by Cronulla Sharks or Venue Management to be unacceptable.

- 3.2** Cronulla Sharks and Venue Management retains the right at all times to enter and inspect the conditions of the facility.
- 3.3** The Client shall not alter, add or dispose of the fixtures, fittings, furniture and equipment contained within the facility without the express written permission by the Cronulla Sharks.
- 3.4** No Client, guest or visitor shall create any undue noise, cause any disturbance, or behave in an offensive manner on the premises or elsewhere within the venue.
- 3.5** Clients are responsible for the conduct of their guests and visitors at all times.
- 3.6** A Client, guest or visitor must not, at any time abuse or harass an employee or representative of the Cronulla Sharks or Venue Management.
- 3.7** No Client, guest or visitor shall participate in illegal activities on or near the premises.
- 3.8** Cronulla Sharks and Venue Management reserves the right to refuse admission, or remove any Client, guest or visitor from the premises at their discretion.
- 3.9** Responsible Service of Alcohol (RSA) to Clients, guest and visitors will be adhered to at all times and will be operated by the licensee. All bar opening and closing times may be subject to change by Cronulla Sharks or Venue Management.
- 3.10** Persons under the influence of alcohol or illicit drugs will not be permitted entry into the venue.
- 3.11** A valid ticket must be carried by the client, visitor or guest at all times and produced to obtain service and entry into the respective Facility.
- 3.12** Food and beverage is not permitted to be passed from Hospitality areas to members of the public or those that are not included in the Facility's total capacity.

4. FACILITY

- 4.1** The Cronulla Sharks cannot accept any responsibility whatsoever for the loss, damage or repairs to any items brought into the Facility by any Client, guest or visitor. Items cannot be stored in the facility and must be removed at the completion of each match day.
- 4.2** Access to the selected Facility is only allowed at the specified times before and after a match at the sole discretion of the Cronulla Sharks.
- 4.3** Cronulla Sharks cannot guarantee that the event or the date of the event will not change, be postponed or cancelled.

5. MISCELLANEOUS

- 5.1** Use of the Cronulla Sharks name and logo is not permitted without the express written permission by the Cronulla Sharks.
- 5.2** All Clients, guests and visitors must at all times do everything within their power to control, protect and enhance the reputation and good name of the Cronulla Sharks.
- 5.3** All Clients, guests and visitor accept and agree to adhere to any NSW Health Orders, and any other governmental instructions, orders or requirements, including but not limited to conditions that must be abided when attending games.
- 5.4** Cronulla Sharks reserves the right to implement and enforce any measures it deems appropriate for health and safety purposes in response to the COVID-19 pandemic, whether or not required by governmental instruction, orders or requirements, including requiring attendees to wear facemasks at Cronulla Sharks games and the implementation of social distancing measures which may affect seating and capacities.

6. TICKETING

- 6.1** It is the responsibility of the Client to ensure that all guests and visitors are supplied with the appropriate ticket prior to each match day.
- 6.2** If a ticket is lost or misplaced, the Client must contact the Cronulla Sharks immediately to arrange a suitable replacement. There may be a fee associated with the replacement of said ticket.
- 6.3** The Client must ensure that each of its guests and ticket holders do not use the Corporate Hospitality Package for any purpose other than that for which it was acquired or intended. Any breach of this clause may result in the cancellation of the existing Agreement without refund.
- 6.4** All Clients and guests must comply with the Facility's conditions of entry and ticketing terms and conditions. Any violation of them may result in the Agreement being withdrawn.
- 6.5** Children under the age of 18 years may have access to a Client's Facility, however they will need to be ticketed as per the Cronulla Sharks Child Policy which can be obtained at <https://www.sharks.com.au/siteassets/hospitality-2022/2022-hospitality-child-policy.pdf>

7. PRIVACY

- 7.1** Privacy is important to the Cronulla Sharks and we have procedures in place to ensure that all sensitive information remains confidential.
- 7.2** Cronulla Sharks are mindful that all personal details are private and as such will only disclose information in accordance with the Privacy Act 1988.
- 7.3** The Cronulla Sharks may use any contact information provided to them by the Client, guests or visitors for future marketing and promotional purposes. The individual may elect to opt-out of any future marketing and promotional activities by informing the Cronulla Sharks in writing.
- 7.4** The Cronulla Sharks Privacy Policy can be viewed at <https://www.sharks.com.au/privacy-policy>.

These Terms & Conditions were last updated by the Cronulla Sharks on October 26, 2021.