

2017 CENTRELINE SEATS APPLICATION FORM

1. SEAT HOLDER DETAILS

GIVEN NAME(S)

SURNAME

COMPANY NAME

ABN/ACN

POSITION

ADDRESS

POSTCODE

EMAIL ADDRESS

MOBILE NUMBER

WORK NUMBER

FAX NUMBER

PROMO CODE

2. PAYMENT DETAILS

TOTAL PAYMENT

CREDIT CARD

VISA MASTERCARD DINERS AMEX

NAME ON CARD

CARD NUMBER

EXPIRY MM/YY

CCV

CARD HOLDER SIGNATURE

CHEQUE

Please make cheques payable to 'Stadium Australia Management Limited'
ABN 11 069 692 253. Post to Locked Bag 1999, Sydney Olympic Park NSW 2127

DIRECT DEPOSIT TO ANZ BANK

BSB: 012 003

Account Number: 775 809 462

Account Name: SAML Facilities Operating Account

3. TERM AND PAYMENT OPTIONS (Tick which applies to you)

2 YEAR TERM \$4,000 per year** I want to buy Centreline seat(s)

1 YEAR TERM \$4,000 per year I want to buy Centreline seat(s)

**Annual Licence Fee will increase annually by CPI. ^ All regular events.

PARKING ENTITLEMENTS

OPTION A Parking in P1 for major sporting events held at ANZ stadium \$350 per pass*

OPTION B Parking in P1 for ALL sporting events held at ANZ stadium \$1350 per pass*

A Tax Invoice will be issued 14 days after acceptance of this application.

I declare I am authorised to make this application for Centreline Seats as an individual or on behalf of the company noted above.

I acknowledge and agree that this Application Form and the enclosed Terms and Conditions constitute the Agreement for the Centreline Seat(s).

ANZ Stadium collects your personal information for the purposes of providing you information in relation to your Centreline Seat(s) and upcoming events.

Please tick the box if you consent to ANZ Stadium disclosing and using your personal information for the purpose of receiving information and offers from ANZ Stadium's sponsors, corporate partners and/or hirers.

I wish not to renew my seats. Yes, please contact me regarding other Hospitality options at ANZ Stadium.

SIGNATURE

PRINT NAME

DATE DD/MM/YY

Privacy statement: We generally collect your personal information for the purposes of processing and administering your request/s which may include processing ticket requests. Unless you advise us otherwise we will also provide you with offers and information related to our products and services which we believe will be of particular relevance and interest to you and may also provide your information to sponsors and/or companies associated with anz stadium for the purpose of providing you with offers and information. For more information regarding our privacy policy please visit www.anzstadium.com.au.

Centreline Seat Application – Terms and Conditions

ANZ Stadium accepts applications for Centreline Seats located on Level 2 of the Western Stand of the Stadium, on the Terms and Conditions set out below.

All Applicants and Centreline Seat Holders agree to and are bound by these Terms and Conditions.

1. Centreline Seats – All Events Option

1.1. This clause 1 applies only to Applicants choosing the All Events Option.

1.2. Each Centreline Seat will entitle the Centreline Seat Holder to one of the approximately 1,313 seats in the area shown on the Seating Plan.

1.3. A Centreline Seat provides a Centreline Seat Holder or any other person nominated by the Centreline Seat Holder the right to:

(a) attend and use the Centreline Seat at all Regular Events for no additional charge; and
(b) attend all Special Events seated wherever allocated (not necessarily in the Centreline Seat), upon booking in accordance with relevant procedures and payment of full ticket prices.

1.4. ANZ Stadium makes no representation that events held at the Stadium in the future will be similar to those held in previous years.

1.5. A Centreline Seat also provides a Centreline Seat Holder or any other person nominated by the Centreline Seat Holder with the right to use the facilities in the Centreline Seat Lounge at all Regular Events.

2. Term

2.1. The Term for the All Events Option and the Events Package Option commences on the date an Application is accepted by ANZ Stadium (Commencement Date) and concludes on the last day of the Term nominated by the Successful Applicant in section 3 of the Application Form attached to these Terms and Conditions.

3. Applications, Offer and Acceptance

3.1. Applications will constitute an offer by the Applicant and will only be accepted by ANZ Stadium in accordance with these Terms and Conditions if the Applicant:

(a) completes and submits the Application Form; and

(b) pays the Annual Licence Fee for the first year of the Term in full for each Centreline Seat applied for.

3.2. The Annual Licence Fee may be paid by cheque or credit card.

3.3. If paying by credit card the Applicant must complete the credit card details and authorisation section on the Application Form.

3.4. An Applicant may be a body corporate or a natural person.

3.5. ANZ Stadium may accept or reject an Application in its sole discretion and subject to availability.

3.6. ANZ Stadium will notify in writing:

(a) Successful Applicants; and

(b) unsuccessful Applicants and refund the Annual Licence Fee paid in full within 14 days after ANZ Stadium provides notice of the non-acceptance of the Application.

3.7. The receipt of a completed Application Form and the applicable Annual Licence Fee(s) does not constitute acceptance of an Application by ANZ Stadium.

3.8. Upon acceptance, the completed Application Form and these Terms and Conditions constitute the Agreement between the Centreline Seat Holder and ANZ Stadium.

4. Annual Licence Fee

4.1. Except for the first Annual Licence Fee which is payable in accordance with clause 4.1, Centreline Seat Holders must pay the Annual Licence Fee for each Centreline Seat on or before each anniversary from the Commencement Date for each year of the Term.

4.2. Commencing from 2017 and for each subsequent year of the Term, the Annual Licence Fee will be increased proportionately with the increase (if any) of the most recently published CPI over the CPI published as at 31 October in the previous year.

5. Notices

5.1. Notices given by ANZ Stadium must be given in writing that includes by fax or email. 5.2. Any Notice may be given by sending it by prepaid post to the Successful Applicant's address specified in the Application Form or by sending it to the fax number or email address (if any) notified by the Applicant in the Application Form or as otherwise advised to ANZ Stadium.

6. Allocation Policy

6.1. Centreline Seats will be allocated on a first come first served basis on receipt of the completed Application Forms and applicable Annual Licence Fee(s) and allocated subject to availability.

6.2. Applications received on the same day will be treated as received at the same time and Centreline Seat will be allocated to Successful Applicants within that set of Applications at ANZ Stadium's discretion.

6.3. Each Centreline Seat position will be determined by mutual agreement subject to availability.

6.4. If the parties cannot agree on a Centreline Seat position within a reasonable time following receipt of an Application, ANZ Stadium may terminate the Agreement and must refund the Annual Licence Fee.

7. Transferability

7.1. Subject to payment of the Transfer Fee, Transfer Conditions and clause 8.2, Centreline Seats are transferable with the consent of ANZ Stadium, which may be granted or withheld, in its absolute discretion.

7.2. Before the transfer is accepted and becomes effective, the transferee must enter into an agreement with ANZ Stadium confirming the transferee's agreement to:

(a) the provisions of the Centreline Seat Terms and Conditions; and

(b) satisfy all obligations to pay the Annual Licence Fee(s) for the duration of the Term (if applicable).

7.3. The price (if any) paid between the transferor and the transferee is completely at the discretion and under the control of the Centreline Seat Holder.

7.4. From time to time ANZ Stadium will publish Transfer Conditions regarding the administration of Centreline Seat transfers and the Centreline Seat Holder agrees to comply with such conditions.

8. Car Parking

8.1. An Applicant may apply for a Parking Entitlement on an annual basis by making the relevant selection in the Application Form.

8.2. Parking Entitlement fees are set annually based on fees set by Sydney Olympic Park Authority. The Parking Entitlement fee for the 2017 calendar year will be \$1350 for all calendar events or \$350 for Major Events only, but will otherwise be as set from time to time.

9. Code of Conduct

9.1. ANZ Stadium will publish a Code of Conduct from time to time with which all Centreline Seat Holders must comply.

10. Termination

10.1. ANZ Stadium may terminate this Agreement for:

(a) a serious breach or continued breaches of these Terms and Conditions;

(b) a serious breach or continued breaches of the Code of Conduct; or

(c) non-payment of the Annual Licence Fee(s).

10.2. Upon termination, no part of the Annual Licence Fee(s) will be refunded.

10.3. Termination of this Agreement is without prejudice to any right of ANZ Stadium to recover the Annual Licence Fee(s) otherwise payable over the Term of the Agreement.

10.4. If this Agreement is terminated by ANZ Stadium, the outstanding balance of the Annual Licence Fee(s) due over the Term will become immediately due and payable by the Centreline Seat holder.

10.5. Clauses 11.1, 11.2 and 11.3 survive termination or expiration of this Agreement.

11. Other Fees

11.1. ANZ Stadium reserves the right to charge additional fees (such as, but not limited to, late payment fees) in relation to the administration of Centreline Seats, in addition to the Annual Licence Fee(s), Transfer Fee and the Parking Entitlement fees.

12. GST

12.1. In these Terms and Conditions the expressions adjustment, adjustment event, adjustment note, consideration, GST, input tax credit, supplier, supply, recipient and tax invoice have the same meanings as in the A New Tax System (Goods and Services Tax) Act 1999 ("the GST Law").

12.2. Where applicable, the consideration provided under this Agreement is inclusive of GST unless it is expressly stated otherwise.

12.3. Where the consideration is expressed to be exclusive of GST and GST is payable by the supplier on any supply made under this agreement, the recipient will pay to the supplier an amount equal to the GST payable on the supply.

12.4. Where the recipient of a supply under this agreement has an adjustment event that decreases the amount of GST that the recipient is required to remit to the Commissioner of Taxation, the supplier shall issue to the recipient an adjustment note in accordance with the GST Law within 14 days of becoming aware of the need to make the adjustment.

13. Privacy

13.1. ANZ Stadium generally collects information (including personal information) for the purposes of:

(a) processing Applications;

(b) administering ANZ Stadium products and services (including the Centreline Seats);

(c) providing information and offers related to being a Centreline Seat Holder which ANZ Stadium believes will be of particular and relevant interest to Centreline Seat Holders and Applicants; and

(d) providing information of upcoming events at the Stadium, in accordance with ANZ Stadium's Privacy Policy (see www.anzstadium.com.au).

13.2. If an Applicant or Centreline Seat Holders consents, ANZ Stadium will disclose an Applicant's or a Centreline Seat Holder's information to sponsors and/or companies associated with ANZ Stadium for the purpose of providing the Applicant or Centreline Seat Holder with offers and information.

14. Inconsistency

14.1. These Terms and Conditions will prevail to the extent of any inconsistency with any other material provided with these Terms and Conditions.

15. Definitions

All Events Option means the option elected by the Applicant for Centreline Seat(s) for a Term of 1 or 2 years in accordance with clause 1.

Annual Licence Fee means the fee for each Centreline Seat for each year of the Term as set out below and payable in accordance with clause 5:

(a) in relation to the All Events Option:

(i) \$4,000 per year for a 1 year Term;

(ii) \$4,000 per year for a 2 year Term;

ANZ Stadium means Stadium Australia Management Limited ABN 11 069 692 253.

Applicant means the person or body corporate completing the Application Form.

Application means an offer for Centreline Seat made by an Applicant pursuant to these Terms and Conditions.

Application Form means the form entitled 'Centreline Seat Application Form (Form C)'.

Centreline Seat means a personal seat licence granted to an Applicant and entitling Centreline Seat Holder to the rights set out in clause 1.

Centreline Seat Holder means a Successful Applicant who is allocated a Centreline Seat by ANZ Stadium.

CPI means the Consumer Price Index All Groups (Sydney) published periodically by the Australian Bureau of Statistics.

Government Events means all events held at the Stadium by the New South Wales Government, such as Commonwealth Games.

Major Events means Rugby international test matches; State of Origin matches; NRL finals series matches; NRL Grand Final matches; and any other events as determined by ANZ Stadium acting reasonably.

Notice means the notice given by ANZ Stadium to a Successful Applicant pursuant to clause 6.1.

NRL means National Rugby League.

Parking Entitlement means an annual parking entitlement for parking at all Regular Events.

Regular Events means all regularly scheduled sporting events at the Stadium, other than Special Events and Government Events.

Seating Plan means the plan of the Centreline Seats on Level 2 West of the Stadium shown in the plan accompanying these Terms and Conditions.

Special Event means:

(a) all concert and other non-sporting events held at the Stadium; and

(b) all major international sporting competition events (such as the Rugby Union World Cup, Rugby League World Cup, Asian Cup and Soccer World Cup), other than Government Events.

Stadium means the stadium located at Sydney Olympic Park, NSW 2127 known as ANZ Stadium.

Successful Application means an Application accepted by ANZ Stadium.

Successful Applicant means an Applicant whose Application ANZ Stadium has accepted.

Term means the period described in clause 3.1.

Terms and Conditions means these terms and conditions comprising of this document and the attached Application Form.

Transfer Fee means a fee of \$500, as increased by ANZ Stadium from time to time.