

## Gold Coast 2018 Commonwealth Games Ticket General Terms and Conditions

### General

These Conditions govern the purchase and issue of Tickets for GC2018, the use of all Tickets issued and the admission of any person to any Venue pursuant to any Ticket issued. Any person who purchases, uses or attempts to use any Ticket will be deemed to have agreed to comply with and be bound by these Conditions.

These Conditions were last updated in January 2017.

### Definitions

1. When used in these Conditions, capitalised terms shall have the following meanings:

"Accessible Ticketing Policy" means GOLDOC's accessible ticketing policy, including as amended, supplemented or replaced from time to time, published at [gc2018.com](http://gc2018.com);

"Authorised Ticket Reseller" means any entity designated or otherwise appointed by GOLDOC to promote, sell and distribute Tickets for GC2018 (including but not limited to the Official Ticketing Agent, Commonwealth Games Associations, official GC2018 tour & travel partners, official GC2018 Ticket distributors and sub-distributors or any combination of some or all of those entities, as the context may require) a full list of which is available at [gc2018.com](http://gc2018.com);

"Conditions" means these terms and conditions and includes the Venue Entry Conditions and the Prohibited & Restricted Items list as updated by GOLDOC from time to time;

"GC2018" means the Gold Coast 2018 Commonwealth Games;

"GOLDOC" means the Gold Coast 2018 Commonwealth Games Corporation and includes its successors and assigns;

"GOLDOC Delivery Partner" means any person or entity with responsibility for delivering an element of GC2018.

"Official Ticketing Agent" means Ticketek Pty Ltd;

"Official Sale Price" means the original price of a Ticket paid to any Authorised Ticket Reseller and includes all amounts paid by the Ticket Purchaser to the Authorised Ticket Reseller at the time of purchase, but excludes any postage and courier charges;

"Personnel" means officers, directors, employees, agents, subcontractors and volunteers;

"Prohibited & Restricted Item(s)" means any prohibited or restricted item(s) listed on the Prohibited & Restricted Items, including as amended, supplemented or replaced from time to time and published at gc2018.com;

"Recordings" means photographs or audio or video recordings containing the image, voice or likeness of the Ticket Holder;

"Session" means any sport event or ceremony forming part of GC2018 to which a Ticket gives right of entry, the particulars of which are indicated on the Ticket;

"Ticket" means an official GC2018 ticket giving right of entry to a person to a particular Session at a particular Venue in accordance with these Conditions and any other details specified on the Ticket;

"Ticket Holder" means any individual possessing, holding or using a Ticket, including (without limitation) the Ticket Purchaser or any person to whom a Ticket has been issued or transferred;

"Ticket Purchaser" means any individual who has placed a Ticket Request and/or purchased a Ticket or Tickets;

"Ticket Request" means any request to purchase Tickets submitted by a person in response to and in compliance with a public offering by GOLDOC or the Official Ticketing Agent for the sale of Tickets;

"Venue" means any location where a Session is scheduled to take place (and/or any replacement location to which a Session is rescheduled) and to which a Ticket is required to gain access, including all entrance and exit gates as well as all other official installations and areas;

"Venue Personnel" means Personnel of GOLDOC or a GOLDOC Delivery Partner carrying out an official role or duty within a Venue during a Session; and

"Venue Entry Conditions" means the security protocols and the public order and safety conditions of admission that apply to each Venue, including as amended, supplemented or replaced from time to time and published at gc2018.com.

#### Ticketing Agent

2. GOLDOC has appointed the Official Ticketing Agent to promote, sell and distribute GC2018 Tickets on its behalf.
3. GOLDOC may delegate any of its obligations or assign any of its rights under these Conditions to the Official Ticketing Agent.
4. The Official Ticketing Agent is authorised by GOLDOC as its agent to enforce GOLDOC's rights under these Conditions.
5. Where context indicates, any reference to GOLDOC in these Conditions is also a reference to the Official Ticketing Agent.

#### Ticket Availability

6. Details of Ticket availability will be published at gc2018.com.
7. GOLDOC may in its absolute discretion limit the number of Tickets a person may purchase for a particular Session, or across the entirety of GC2018, and any such limits will be published at gc2018.com. Ticket limits apply to ensure fair access to tickets, and to minimise the risk of unlawful Ticket resale.

8. GOLDOC may cancel orders without notice should it become aware that a person has exceeded any ticket limits notified under clause 7.
9. Separate Ticket orders that use the same name, e-mail address, billing address, credit card number or other similar information may be considered combined orders for the purposes of clause 8.

#### Ticket Purchases

10. Tickets may only be purchased from GOLDOC (directly or via the Official Ticketing Agent) or from Authorised Ticket Resellers.
11. Ticket Purchasers must be 18 years of age or over at the time of purchase. If a Ticket Purchaser purchases a Ticket for a person aged under 18 years of age, the Ticket Purchaser is responsible for ensuring that that person complies with these Conditions when using the Ticket.
12. Once a Ticket is issued to the Ticket Purchaser, the Ticket is non-refundable except as outlined in these Conditions or as required by law.
13. GOLDOC reserves the right to not replace or accept any Ticket that has been lost, stolen, forgotten, damaged or forged, or any Ticket which is unreadable or incomplete.
14. GOLDOC will only replace a Ticket if the request for replacement is by the Ticket Purchaser with reasonable notice before the Session and the authenticity of the Ticket can be verified by proof of purchase.
15. GOLDOC may charge a reasonable fee for the replacement of Tickets.
16. GOLDOC will not replace Tickets for any Sessions where seating is unallocated (general admission seating).

#### Ticket Requests

17. From time to time GOLDOC may invite the general public to submit Ticket Requests.
18. Ticket Requests must be submitted in accordance with any requirements specified in the Ticket Request invitation and GOLDOC may refuse to consider any Ticket Request that does not comply with such requirements.
19. Any properly submitted Ticket Request will be deemed an offer by the Ticket Purchaser to purchase the Tickets requested in the Ticket Request and once the Ticket Request period closes, the Ticket Purchaser may not withdraw the Ticket Request and must pay for any Tickets issued to the Ticket Purchaser in response to the Ticket Request.
20. GOLDOC may accept or refuse Ticket Requests entirely at its discretion and GOLDOC does not guarantee that a Ticket Request will be successful.
21. Ticket Purchasers are entirely responsible for the proper and successful submission of a Ticket Request by any deadline specified in the Ticket Request invitation and GOLDOC will not be liable for any loss suffered by the Ticket Purchaser as a result of any failed submission of a Ticket Request.
22. GOLDOC may contact Ticket Purchasers to clarify any information contained within a Ticket Request or for any purpose associated with processing a Ticket Request.
23. Ticket Purchasers will be notified by the date and in the manner specified in the Ticket Request invitation (usually by email or post) whether their Ticket Request has been successful.
24. When considering a Ticket Request, GOLDOC may elect to issue Tickets for only some of the Sessions requested within the Ticket Request and not all. This may occur for example where one Session in a Ticket Request is oversubscribed, but other Sessions still have availability.
25. Acceptance in part of a Ticket Request does not provide a right for the Ticket Purchaser to withdraw the Ticket Request in its entirety, or cancel the purchase of any Tickets supplied to the Ticket Purchaser in response to the Ticket Request.

#### Ticket Payments

26. Unless otherwise specified, all Ticket prices are payable in Australian Dollars (\$AUD).
27. Any and all charges payable as a result of the Ticket Purchase paying or attempting to pay for a Ticket in another currency, for example currency exchange charges, are the responsibility of the Ticket Purchaser.
28. In submitting payment method information in a Ticket Request the Ticket Purchaser authorises GOLDOC to take payment for amounts due in relation to the Ticket Request.
29. Ticket Purchasers should ensure sufficient funds are available to allow payment to be taken using the payment method specified in a Ticket Request and if GOLDOC is unable to process the payment through the specified payment method for any reason, the Ticket Request may be declined.

#### Ticket Delivery

30. Tickets will not be delivered (physically or electronically) or available for collection until 2018.
31. Tickets will be delivered to the address provided at the time of purchase or with the Ticket Request.
32. It is the Ticket Purchaser's responsibility to notify GOLDOC of any change to the delivery address for Tickets.
33. GOLDOC will not be responsible for the loss of any Tickets due to a failure by the Ticket Purchase to provide GOLDOC with up to date Ticket delivery details.

#### Changes to Session Details

34. GOLDOC does not guarantee that the Session for which a Ticket is issued will take place at the date, time and Venue indicated on the Ticket and GOLDOC may make alterations to the time, date and Venue of any Session in the event of unforeseen or other circumstances, including (without limitation), a force majeure event, safety and security concerns or decisions from any competent authority.
35. GOLDOC will use reasonable efforts to communicate details of Session changes to Ticket Holders as soon as possible after becoming aware of the necessity for and the details of the change.
36. The Ticket Holder is responsible for confirming Session details prior to attending to ascertain whether any changes have been made.
37. If the date, time or Venue of a Session is altered pursuant to clause 34, GOLDOC will not be liable to the Ticket Holder for any costs, expenses or other losses resulting from such alteration, however the Ticket Holder may be entitled to a refund in accordance with these Conditions.

#### Accessible Seating

38. Accessible seating is available for persons who have a disability or impairment in accordance with GOLDOC's Accessible Ticketing Policy, available at [gc2018.com](http://gc2018.com).
39. Each accessible seat Ticket is issued with a complimentary companion seat on a one-to-one basis.
40. If a person holding an accessible seat Ticket is found to not have a disability or impairment as per the Accessible Ticketing Policy, or is not a companion of such a person, that person may be required to move to a different seat if one is available. If no alternative seat is available GOLDOC may ask the Ticket Holder to pay an additional fee to stay in the accessible seat or to leave the Venue.

#### Children's Tickets and Infant Eligibility

41. Children's tickets are available to Ticket Holders who are between 2 years of age and 16 years of age, inclusive, as at 4 April 2018.
42. Ticket Holders who are in possession of a children's ticket, but not within the eligible age range, may be refused entry to the Venue or be required to pay the difference between the cost of the children's ticket and the applicable cost for a standard Ticket before being granted access to the Venue.
43. Infants who are up to 23 months, inclusive, can enter a Venue without a Ticket provided they remain under the constant supervision of a parent or guardian and do not occupy a separate seat within the Venue.

#### Ticket Use

44. Tickets must not, without GOLDOC's prior written consent, be transferred, used or otherwise disposed of for any commercial purpose or for any marketing or promotional purpose, whether or not for commercial gain (including in connection with any competition, advertisement, promotion, auction or sweepstake or as part of any hospitality or travel package).
45. Tickets must not, without GOLDOC's prior written consent, be transferred, used or otherwise disposed of in a manner that would cause a reasonable person to believe that any person has a sponsorship arrangement with or relating to GC2018 or any part of GC2018.

#### Ticket Transfers

46. A Ticket may only be sold or transferred, or offered for sale or transfer, if:
  - a. the sale/transfer price is not greater than the Official Sale Price of the Ticket;
  - b. the Ticket is not offered for sale/transfer publicly (including on any website);
  - c. the sale/transfer does not breach clauses 44 or 45;
  - d. the transferee is made aware that these Conditions become binding upon the transferee in full as if the transferee was the Ticket Purchaser; and
  - e. the purchaser/transferee is a natural person, who is acquiring the Ticket for his or her own personal use, is known to the Ticket Purchaser personally and did not become known to the Ticket Purchaser through the sale/transfer of the Ticket.
47. GOLDOC may request that a Ticket Holder provide a full explanation of the details of the Ticket Holder's acquisition of any Ticket to determine whether the Ticket Holder has complied with these Conditions and GOLDOC may, in its absolute discretion, cancel the Ticket(s) if GOLDOC is not satisfied with the Ticket Holder's response.
48. Any Ticket offered for sale, sold, transferred, used or disposed of in breach of these Conditions may be cancelled and any person seeking to use the Ticket may be refused admission to or evicted from the Venue without refund or compensation, even if the Ticket Holder did not have prior notice of these Conditions or the breach thereof. Further, GOLDOC may pursue any other remedies available in relation to the breach of Conditions.

#### Venue Entry & Requirements

49. All persons attending GC2018 who are under 16 years of age must be accompanied by an adult.
50. Admission to a Venue will only be authorised upon presentation of a valid Ticket for each person wishing to enter.
51. GOLDOC may request that a Ticket Holder provide proof of identity with valid photograph and signature.

52. A valid Ticket permits the Ticket Holder to occupy, at the relevant Session, the seat position indicated on that Ticket or such other alternative position as GOLDOC may allocate acting reasonably.
53. A Ticket Holder must not, without GOLDOC's prior written consent, bring any Prohibited & Restricted Item into any Venue.
54. Ticket Holders must comply with the Venue Entry Conditions which are available at gc2018.com and if a Ticket Holder fails to comply with the applicable Venue Entry Conditions, the Ticket Holder may be refused entry to, or be evicted from, the Venue.
55. The Ticket Holder acknowledges and agrees that the Ticket Holder is responsible for the any property the Ticket Holder brings to or into a Venue (including Prohibited & Restricted Items) and that there is no storage available at a Venue for any such items.
56. Once a Ticket Holder has entered a Session at a GC2018 Venue, they are not permitted to leave and re-enter that GC2018 Venue during the same Session unless part of the Session is held outside the Venue and it has been determined by GOLDOC that a pass out system will be implemented.

#### Liability

57. Each Ticket Holder acknowledges and agrees that attendance at the Venue is at the Ticket Holder's own risk and that to the maximum extent permitted by law, GOLDOC is not liable for any loss, damage or harm, including (without limitation) bodily or mental harm, personal property damage or loss, or any other loss and/or harm arising from the Ticket Holder's attendance at the Venue and each Ticket Holder agrees that the Ticket Holder will not bring any claim, complaint or proceeding against GOLDOC in relation to any such loss or damage.
58. Each Ticket Holder indemnifies and holds GOLDOC harmless from and against all loss, damage and liability suffered or incurred by GOLDOC in connection with, resulting from, or arising out of, a breach by the Ticket Holder of any of these conditions.

#### Media & Recordings

59. Each Ticket Holder attending GC2018:
  - a. acknowledges and agrees that Recordings containing the image or voice of the Ticket Holder may be made by GOLDOC or its Personnel;
  - b. gives unconditional and irrevocable consent for GOLDOC and its Personnel to use the Recordings in perpetuity without restriction as to changes or alterations, and disclose personal information of the Ticket Holder that is contained in any Recording for public relations, promotions, exhibitions, commercial, trade and advertising purposes in connection with GC2018;
  - c. acknowledges and agrees that they are not entitled to any remuneration, royalties or any other payment from GOLDOC in respect of the use of the Recordings, including with any changes or alterations, by GOLDOC;
  - d. acknowledges and agrees that as between the Ticket Holder and GOLDOC, GOLDOC is the sole legal and beneficial owner of all intellectual property rights in and attaching to any Recordings and consents on an irrevocable, worldwide and perpetual basis, to the infringement of all moral rights the Ticket Holder may have in and to any such Recordings; and
  - e. acknowledges and agrees that GOLDOC may assign or transfer the benefit of the agreement, release and consent given under this clause 59 to any person.

## Refund, Exchange & Cancellation of Tickets

60. The following conditions apply in respect of refunds, exchanges and cancellation of Tickets:
- a. If the Ticket is for a Session which is delayed, but completed on the same calendar day, Ticket Holders are not eligible for a refund or exchange for alternative Sessions.
  - b. If the Ticket is for a Session which is interrupted after it begins, and GOLDOC determines that it was substantially completed, Ticket Holders are not eligible for a refund or exchange for alternative Sessions.
  - c. If the Ticket is for a Session which commences as scheduled, is interrupted after it begins, and GOLDOC determines that the Session was not substantially completed, and the Session is rescheduled to take place as a new Session, the Ticket Holder may retain their original Ticket for admission to the rescheduled Session or request a refund.
  - d. If the Ticket is for a Session which commences as scheduled, is interrupted after it begins, and GOLDOC determines that the Session was not substantially completed, and the Session is rescheduled as part of an existing Session (i.e. does not take place as a new Session), the Ticket Holder will receive an automatic refund within 30 working days of the rescheduling of the Session.
  - e. If the Ticket is for a Session which is rescheduled, before commencing, to an alternate day or venue the Ticket Holder may retain their original Ticket for admission to the rescheduled Session or request a refund.
  - f. If a Session is cancelled (i.e. not held at all) the Ticket Holder will receive an automatic refund within 30 working days of the cancellation of the Session.
61. All Tickets are issued for a specific Session and under no circumstances will a Ticket Purchaser or Ticket Holder be entitled to exchange one Session Ticket for another Session Ticket.
62. The process and timings for requesting refunds will be notified by GOLDOC when a Session is deemed eligible for refund.
63. Refunds will be made to the payment card used to purchase the Ticket and in the event that other means of payment were used, refunds will be made by such means as GOLDOC deems appropriate, which may include payment by cheque, or direct bank transfer.
64. If GOLDOC is not able to immediately determine whether a refund is available or to process a refund, GOLDOC may require the Ticket Purchaser to apply for a refund as communicated to the Ticket Purchaser by GOLDOC.
65. If a Ticket Purchaser is directed to apply for a refund under clause 64, it must do so within 30 days of the conclusion of the Session to which the Ticket relates.
66. GOLDOC and its representatives will make reasonable effort to contact the Ticket Purchaser if any refund cannot be made due to insufficient details or inactive card details.
67. No refunds will be given at GC2018 ticket outlets or Venue box offices.
68. Except where required by law, no refunds will be given in relation to any fees or charges paid in addition to the Original Sale Price of the Ticket (for example, any postage, courier, transport or accommodation charges) and no interest or costs will be payable by GOLDOC in respect of any monies refunded.
69. To avoid any doubt, GOLDOC is not required to issue a refund in relation to any Ticket which it reasonably believes has been the subject of a sale, transfer or disposal in breach of these Conditions.
70. If a Ticket Holder chooses not to use a Ticket for a Session, no refund or exchange (in whole or in part) for that Ticket will be given.

### Inclusive Transport

71. Ticket Holders may use public transport in certain areas on the date set out on the Ticket, for the purposes of travel to and from the Session, without additional charge.
72. Further information concerning travel arrangements will be made available at [gc2018.com](http://gc2018.com).
73. GOLDOC and its representatives make no guarantees regarding the availability or times of public transport services and it is the Ticket Holder's responsibility to ensure timely arrival at a Session.

### General

74. If any provision or part of a provision of these Conditions can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way.
75. If any provision or part of a provision of these Conditions is illegal, unenforceable or invalid, that provision or part provision is to be treated as removed from these Conditions, but the rest of these Conditions are not affected and continue as if that part was intended to be removed.
76. GOLDOC reserves the right to remove products, prices or concession rate Tickets from sale at any point without prior notice.
77. GOLDOC reserves the right to make amendments to these conditions from time to time at GOLDOC's sole discretion and without notice. A full copy of the latest version of these Conditions (as amended, if appropriate) is available at [gc2018.com](http://gc2018.com) and upon request, in writing from GOLDOC.
78. Any information requests or other correspondence in relation to these Conditions should be addressed to: Ticketing Department, GOLDOC, PO Box 8177, GCMC QLD 9726, Australia.
79. These Conditions are governed by the laws of Queensland, Australia, and GOLDOC and all Ticket Holders irrevocably submit to the non-exclusive jurisdiction of the courts of Queensland and waive any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.
80. Any breach of these Conditions may, in addition to any other remedy that GOLDOC may have, result in the cancellation of the Ticket, the refusal of admission of the Ticket Holder to the Venue, or his/her eviction from the Venue, in each case without refund or compensation.
81. No failure or delay by GOLDOC to exercise any right (in whole or in part) under these Conditions shall constitute a waiver of that right, nor restrict any further exercise of that right.
82. All Tickets remain the property of GOLDOC. In the event of any breach of any of these Conditions by a Ticket Holder, Tickets must, upon the request by GOLDOC, be delivered up to GOLDOC. Such actions are without prejudice to other remedies which may include a fine or legal action.
83. In the case of any conflict or ambiguity between these Conditions and any of the Venue Entry Conditions, the Prohibited & Restricted Items list, or any other version of these Conditions, the terms of these Conditions will prevail.
84. Personal information will be held and used by GOLDOC (including the Official Ticketing Agent), and disclosed to other persons (and disclosed by them), in accordance with the GC2018 Privacy Policy, a copy of which is available at [gc2018.com](http://gc2018.com).
85. To the fullest extent permitted by law, all implied representations or warranties are excluded.



END