

FOOTBALL NSW TERMS OF ADMISSION POLICY

ADOPTED 30 AUGUST 2012 (AMENDED 12 JULY 2019)

1. General

Football NSW has zero-tolerance of any form of anti-social behaviour at Matches. Any act of anti-social behaviour will not be tolerated under the Football NSW jurisdiction in the State and anyone found to be involved in this type of behaviour will not be welcome to attend Matches.

The following Terms of Admission shall apply to all Spectators attending Matches.

By attending the Matches, Spectators agree to be bound by these Terms of Admission.

These Terms of Admission should be read in conjunction with any venue conditions of entry, ticket conditions (appearing on each ticket) and the 'FFA Spectator Code of Behaviour'.

2. Spectator Behaviour

Spectators agree to comply with the 'FFA Spectator Code of Behaviour', a copy of which is available at www.footballaustralia.com.au

3. Ticket

Spectators must not:

- (a) resell or transfer, or attempt to resell or transfer, the ticket at a premium;
- (b) use the ticket for advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services; or
- (c) package the ticket with other goods and services.

Tickets must be carried at all times and produced upon request.

4. Refund/Exchange

Tickets will not be refunded or exchanged except in accordance with the "Live Performance Australia Ticketing Code of Practice" (the **Code**), available at www.liveperformance.com.au.

Except as provided by the Code, to the extent permitted by law, Football NSW is not liable to any person for any loss (including consequential loss) arising out of, or in connection with, the cancellation or rescheduling of the event.

5. Refusal of Entry/Eviction

Football NSW, the hosting club, venue management, Police and contract security personnel reserve the right to refuse entry or evict any person:

- (a) who breaches these Terms of Admission or who Football NSW, Police, the hosting club, venue management or contract security personnel has reasonable grounds to believe is likely to breach these Terms of Admission;
- (b) who jeopardises safety or security at the venue or event;
- (c) deemed to be intoxicated or disorderly or under the influence of drugs;
- (d) attempting to bring in, or found in possession of, Prohibited or Restricted Items (as described in these Terms of Admission);
- (e) engaging in a Prohibited or Restricted Activity (as described in these Terms of Admission);
- (f) failing to comply with lawful directions by Football NSW, the hosting club, venue management, Police, or contract security personnel;
- (g) previously issued with a Court banning notice, FFA Banning Notice or Football NSW suspension that still applies;
- (h) not authorised to be in the venue e.g. without a valid entry ticket or accreditation; or
- (i) is suspected of committing or having committed or being likely to commit a criminal offence in or about the venue.

6. Security Screening

All persons and their possessions may be subject to searches before entering the venue, whilst in the venue and may be subject to search upon exit. Persons who refuse to participate may be denied entry or asked to leave the venue.

7. Surveillance

For the safety and security of Spectators, players, team officials, match officials and staff, surveillance cameras may be operating in and around the venue.

All persons entering the venue consent to having their image recorded and held for a specified period. In the event of an incident, any footage obtained may be provided to Football NSW, the hosting club, Police and contract security personnel and used to prosecute or support the implementation of a ban on a person, or for other law enforcement purposes.

8. Prohibited/Restricted Items

The following is a non-exhaustive list of items that are prohibited by law and are not permitted into the venue:

- (a) illegal substances including controlled, dangerous or illicit drugs; and
- (b) flares, fireworks, weapons, explosives and smoke bombs.

The following items are considered restricted and are not permitted into the venue:

- (a) alcoholic beverages;
- (b) glass bottles, cans, flasks, hip-flasks and breakable containers;
- (c) unsealed bottles or receptacles;
- (d) missiles of any description;
- (e) recreational equipment such as skateboards, rollerblades and bicycles;
- (f) animals and pets (other than Assistance Dogs);
- (g) laser pointers;
- (h) photographic equipment and recording devices for commercial purposes (including audio and audio-video equipment or devices), unless approved in advance by Football NSW;
- (i) toilet/paper rolls, confetti or shredded paper;
- (j) flag poles composed of materials other than plastic or greater than 1.5 metres in length;
- (k) offensive or inappropriate banners (whether in English or a foreign language) or any other sign, flag, emblem or insignia which may vilify a person on the basis of their age, gender, gender identity and expression, sexual orientation, ability, race, colour, religion, language, politics, national or ethnic origin or which may offend or incite hatred or violence, as determined by Football NSW, Police, the hosting club, venue management or contract security personnel;
- (l) any clothing displaying offensive or inappropriate content or unauthorised commercial or promotional content (whether written in English or a foreign language);
- (m) eskies, coolers and iceboxes too large to be stored under a seat in any seating area;
- (n) any item determined by Football NSW, Police, the hosting club, venue management or contract security personnel that may interfere with the security of a venue or Match or cause injury, public nuisance or which is deemed dangerous or hazardous to fellow spectators; and
- (o) any item that is restricted in the venue's conditions of entry.

Prohibited or restricted items may be removed, confiscated or destroyed without compensation or any obligation to return the items to the Spectator.

9. Prohibited/Restricted Activities

The following is a non-exhaustive list of activities that are restricted or prohibited within the venue and participation in such activities may result in eviction:

- (a) smoking (other than in a designated area);
- (b) displaying commercial or offensive signage;
- (c) any conduct which interferes with a Match or is dangerous or disruptive, including throwing objects of any description;
- (d) possessing, striking or igniting flares, firecrackers, fireworks,

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- explosives and or smoke bombs;
- (e) the use of offensive or racist chanting or language;
- (f) concealing identity with a scarf, balaclava, mask or other item, unless for a religious, medical or other justifiable reason;
- (g) unauthorised storage of equipment or standing/sitting in aisles or walkways;
- (h) public nudity or indecency;
- (i) defacing a venue or third party property or defacing or obscuring any notice, signage or advertisement within a venue; and
- (j) unauthorised soliciting and customer surveying.

10. Responsible Consumption of Alcohol

All persons entering the venue are advised that:

- (a) they may be entering licensed premises;
- (b) persons identified as being intoxicated will not be permitted to enter;
- (c) persons found in possession of liquor will not be permitted to enter;
- (d) persons identified as being intoxicated will be removed from the premises;
- (e) it is an offence for minors to purchase and consume liquor;
- (f) it is an offence to purchase liquor for (or supply liquor to) minors;
- (g) persons supplying liquor to minors will be reported to the Police; and
- (h) penalties and fines may apply under the relevant legislation.

11. Liability

Attending a football match and associated activities and moving around a venue can be dangerous and may result in personal injury.

Spectators do so at their own risk. Spectators also bring personal items into the venue at their own risk and acknowledge there are no storage facilities at the venue. To the maximum extent permitted at law, Football NSW, participating clubs and venue management will not be liable for any damage, loss or harm (including property damage, personal injury, economic, consequential or indirect loss or special damages) howsoever arising in connection with a Match or the venue, and each Spectator agrees not to bring and releases Football NSW, the hosting club and the venue management harmless from and against any loss, damage, or liability (including enforcement costs) howsoever suffered or incurred by any of them in connection with a breach by the Spectator of these Terms of Admission.

12. Photographs and Broadcasts

Photographs taken within the venue may be used only for private non-commercial purposes.

Making or distributing of broadcasts, commentary, news reports or statistics (by any means including by mobile phone or other wireless device) is prohibited.

13. General Conditions

The following general conditions apply:

- (a) smoking is prohibited other than in designated smoking areas;
- (b) umbrellas are permitted into the venue but, for the comfort of others, must not be raised in the seating or concourse areas;
- (c) for safety reasons, strollers and prams may not be permitted in the seating bowl;
- (d) unauthorised persons are prohibited from entering the field of play. Prosecutions may be pursued for unauthorised access to either the venue or field of play;
- (e) Spectators are responsible for their own conduct whilst in the venue and must pay for the cost of repair of any damage caused to the venue as a result of their conduct; and
- (f) drums or other musical instruments may be permitted into the venue on the condition that the owner is identified and receives prior approval from the venue and event manager.

14. Breach of Terms of Admission

If Spectators breach these Terms of Admission they may be:

- (a) subject to the Football NSW Grievance and Disciplinary Regulations available at www.footballnsw.com.au;
- (b) denied access to, or evicted from, the venue;
- (c) banned from attending future Matches at the discretion of Football NSW;
- (d) asked for identification by Football NSW (including its authorised

contractors, agents or employees), the hosting club, Police, venue management or contract security personnel.

Information collected from or on Spectators who breach the Terms of Admission may be shared between FFA, Football NSW, football clubs participating in the Competitions, affiliated associations of Football NSW, contract security personnel and Police. This information may be used to prosecute or support the implementation of a ban on the person, or for other law enforcement purposes, and Spectators consent to such use. All information collected will be handled in accordance with Football NSW Privacy Policy, which is available at www.footballnsw.com.au;

15. Privacy Waiver

Spectators grant consent for their name, address, date of birth and photograph to be provided to Football NSW, by the Police or contract security personnel, in the event that they are evicted from or arrested within the venue and for Police to disclose to Football NSW the nature and result of any action or criminal proceeding initiated by Police as a consequence of their eviction from or arrest within the venue.

16. Privacy Notification

All persons entering the venue are advised, in accordance with applicable privacy legislation, that the Police may provide Football NSW with the name, address, date of birth and photograph of any person detained or arrested by Police at the venue and the nature of any action or criminal proceeding initiated by Police as a consequence so that Football NSW can consider, and if deemed necessary, implement a ban on the person from attending future Matches.

SCOPE OF POLICY

Football NSW has the power under its By-Laws to create and issue policies from time to time.

REVIEW

This Terms of Admission policy is to be reviewed by Football NSW as required.

DEFINITIONS

Competitions means any or all of the football matches or competitions owned, conducted or governed by Football NSW in the State;

FFA means Football Federation Australia Limited;

Football NSW means Football NSW Limited, a company limited by guarantee, which is the governing body for football (soccer) in the State;

Grievance Procedures means the procedures for the resolution of disputes and grievances as specified in the Football NSW rules and regulations;

Match means a football match organised, staged, controlled, sanctioned or governed by Football NSW in the State;

Spectator means a person who attends a Match;

State means the state of New South Wales with the exception of the northern regions of NSW (the governing body for which is Northern New South Wales Football).