



## 2016-17 KFC BIG BASH LEAGUE REFUND POLICY

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1. This KFC Big Bash League (BBL) Refund Policy only applies in respect of Tickets purchased to KFC Big Bash League matches scheduled to be played by as part of the KFC Big Bash League 2016-17 Season.
2. Other than to the extent required by Applicable Law (including the *Competition and Consumer Act 2010* (Cth)), paragraphs 6 to 10 set out the only circumstances in which a Ticket Purchaser ("you") may be eligible for a Ticket refund or part thereof.
3. All refunds are subject to the conditions of this BBL Refund Policy set out in paragraphs 15 to 24.
4. For tickets purchased to Test Matches, One-Day International and 20-Over International matches scheduled to be played by the Australian senior men's team as part of Cricket Australia's official international cricket season in 2016-17 please refer to the National Refund Policy located at [www.cricket.com.au/tickets](http://www.cricket.com.au/tickets) or for corporate hospitality products purchased from Cricket Australia to International matches; please instead refer to the Cricket Australia 2016-17 Corporate Hospitality Conditions.
5. Where a domestic or International women's match is scheduled to be played as part of a 'double header' with a KFC Big Bash League Match, entry to the women's match is included free of charge as part of the Ticket to the Match. No refund will be payable under paragraph 6 below by virtue of the fact that the women's match is cancelled, or whether or not a minimum number of overs are played in the women's match and/or there is no result recorded in the women's match.

### ***When will you be eligible for a refund?***

#### ***Single Match Ticket Holders***

6. Subject to paragraph 11 below, if you purchased a ticket to see a Match you may be eligible for a refund of the Ticket Value if:
  - (a) less than 15 overs were completed during the whole Match; and
  - (b) there was no result recorded in the Match.
7. For the purpose of paragraphs 6 and 12, the question of whether a "result" has been recorded will be determined having regard to the Laws of Cricket (as in force at the relevant time).
8. Subject to paragraph 10 below, you may be eligible for a refund of the Ticket Value if you purchased a ticket to see a Match and:
  - (a) the relevant Match is cancelled in advance of the date of the relevant Match;
  - (b) the Ticket is for a Match which is rescheduled to another Venue;

- (c) the Ticket is for a Match which is rescheduled to another date (at the same Venue), subject to your election under paragraph 10 of this BBL Refund Policy; or
  - (d) you are otherwise entitled to a refund under Applicable Law.
- 9. For the avoidance of doubt, no refund will be payable where the start time for any Match is moved or otherwise delayed but the Match takes place on the date originally scheduled as set out on the Ticket unless a refund is otherwise payable pursuant to paragraph 6.
- 10. If a Match is rescheduled to another date at the same venue, you may elect either to:
  - (a) use the existing Ticket for the rescheduled match (your existing Ticket will give you access to the Venue); or
  - (b) obtain a refund of the Ticket Value, subject to your compliance with paragraph 28 below.
- 11. Paragraphs 6 to 10 do not apply if you hold a:
  - (a) team membership or season ticket in relation to a Big Bash League team (the **Team Membership**); or
  - (b) venue related membership which permits you entry to the Match (the **Venue Membership**).

#### ***KFC Big Bash League Team Membership holders***

- 12. If you hold a Team Membership and you obtained entry to the Match using your Team Membership (and not any other kind of membership, including without limitation, a venue related membership) and:
  - (c) less than 15 overs were completed during the whole Match; and
  - (d) there was no result recorded in the Match,then paragraphs 30 to 33 will apply.
- 13. If you hold a Team Membership and the relevant Match is cancelled in advance of the date of the relevant Match then paragraphs 30 to 33 will apply.

#### ***Venue Membership holders***

- 14. If you hold a Venue Membership, or purchased a venue based members visitors ticket, and you obtained entry to the Match using your Venue Membership or a venue based members visitors ticket then, notwithstanding that you may hold a Team Membership of any description, any refunds will be governed by the Venue membership refund policy and this BBL Refund Policy does not apply. Please contact the relevant Venue membership department for more information.

#### ***Conditions of refund***

- 15. Cricket Australia does not guarantee that the Match for which a Ticket is issued will take place at the date, time and Venue indicated on the Ticket.
- 16. Cricket Australia reserves the right to make alterations to the time, date and Venue of any Match or the seating area or seating number referred to on a Ticket in the event of unforeseen or other circumstances, including (without limitation), force majeure, safety and security concerns, weather or playing conditions, or decisions from any competent authority. In the event of such alteration, Cricket Australia (including any Ticket Agency) will not be liable to

you or any other person for any costs, expenses or other losses resulting from such alteration, except to the extent set out in paragraphs 6 to 10 of this BBL Refund Policy.

17. A Ticket will not be refunded and you will not be entitled to any refund and/or compensation from Cricket Australia:
  - (a) if a Match is completed early in the normal course of play (i.e. completed in accordance with the rules for the match, as determined by Cricket Australia);
  - (b) if the Ticket is lost, stolen, defaced or otherwise unused; or
  - (c) if your entrance to a Match is delayed, including but not limited to reasons of public transport, road closures, other means of transportation, security inspections and/or other external factors.
18. Cricket Australia will not be required to refund any fees or charges paid in addition to the Ticket Value of the Ticket (for example, any Transaction/Service/Delivery Fee, merchant charges or other foreign exchange charges). No interest or costs will be payable in respect of any monies refunded.
19. Cricket Australia will not be liable for any associated costs, expenses or loss (including, without limitation, any indirect and/or consequential loss, such as for travel to the Venue or any accommodation costs).
20. Where one of paragraphs 6 to 10 of this Ticket Refund Policy applies, only the original Ticket Purchaser will be entitled to a refund. If the details of the Ticket Purchaser provided with any refund application do not match the details of the Ticket Purchaser held in relation to the original purchase of the Ticket(s), no refund will be paid.
21. No refund(s) will be payable in relation to any Ticket(s) which, for whatever reason, were provided free of charge.
22. No refunds will be payable if you or any Ticket holder is refused entry to, or removed from, a Venue by reason of a breach of the 2016-17 Ticket and Entry Conditions.
23. Cricket Australia shall not have any responsibility for charges incurred by you from your bank (or any other third party charges).
24. Cricket Australia reserves the right to make amendments to this BBL Refund Policy from time to time at its sole discretion and without notice. All refunds will be determined in accordance with the BBL Refund Policy in place at the time of your purchase.

***How do I apply for a refund of my ticket?***

***Tickets purchased over the phone or internet (via credit card or debit card)***

25. If you purchased your Ticket(s) over the phone or on the internet by credit or debit card payment from a Ticket Agency and you are entitled to a refund pursuant to paragraphs 6 or 8 of this BBL Refund Policy, your monies will be automatically refunded to the credit or debit card (as applicable) used to buy the Ticket within approximately thirty (30) days of the scheduled date of the applicable Match.

***Tickets purchased in person at a ticket outlet or at the box office***

26. If you wish to obtain a refund pursuant to paragraphs 6 or 8 of this BBL Refund Policy and you purchased your Ticket(s) at a ticket outlet or at the box office at the Match in cash or by credit or debit card it may be possible for you to obtain a refund directly from the outlet where

you purchased the ticket. Otherwise, you must send your name, address and Ticket to the Ticket Agency from which you purchased the Ticket (or as otherwise instructed by Cricket Australia or the Ticket Agency) to the relevant address below within fourteen (14) days after the end of the match in respect of which the refund is sought. You should retain a copy of the Ticket for your records. Funds will be returned via cheque or, where possible, by electronic funds transfer if you provide the relevant account information to the Ticket Agency.

Ticketmaster: Cricket Refunds, GPO Box 762 MELBOURNE VIC 3001

Ticketek: GPO Box 1610 SYDNEY NSW 2001

27. No refund will be issued if returned Ticket(s) are post-marked more than 14 days after the end of the relevant Match.

#### ***Refunds for Rescheduled Matches***

28. If you wish to obtain a refund pursuant to paragraph 10 of this BBL Refund Policy, regardless of how you purchased your Ticket(s), you must telephone the Ticket Agency (if there is a number below) or send your name, address and Ticket(s) to the Ticket Agency at one of the addresses below before the end of the claim period, being the date fourteen (14) days after the end of the relevant Match or such other shorter period as the Ticket Agency or Cricket Australia may advise. The Ticket(s) will be validated to verify your eligibility for a refund. If the Ticket(s) is/are found to have been used to access the venue on the rescheduled date (regardless of the time of attendance) no refund will be issued under this provision. You should retain a photocopy of the Ticket(s) for your records. Funds will be returned either back onto the credit or debit card used in the original purchase or via cheque payment. All cheque refunds will be dispatched within 30 days of the close of the claim period set out above.

Ticketmaster: Cricket Refunds, GPO Box 762 MELBOURNE VIC 3001

Telephone: 1300 136 122

Ticketek: GPO Box 1610 SYDNEY NSW 2001

29. No refund will be issued if returned Ticket(s) are post-marked more than fourteen (14) days after the end of the relevant Match or such other shorter period as the Ticket Agency or Cricket Australia may advise.

#### ***KFC Big Bash League Team Membership holders***

30. Subject to paragraph 31 below, if:
- (a) paragraphs 12 or 13 above apply in relation to any Match in the KFC Big Bash League 2016-17 Season; **and**
  - (b) the affected Match is designated by Cricket Australia as a "home" Match for the KFC Big Bash League team to which your Team Membership applies,
- then if you purchase a Team Membership for the same KFC Big Bash League team for the KFC Big Bash League 2017-18 Season you will be eligible for a 20% discount on the cost of your Team Membership. The 20% discount applies regardless of how many "home" Matches are affected by the circumstances set out in paragraphs 12 or 13 in the KFC Big Bash League 2016-17 Season.

31. To receive the 20% discount you must:

- (a) purchase the same or similar type of Team Membership (as determined by the team). Where the Team Membership type you purchased for the KFC Big Bash League 2016-17 Season is not available for the 2017-18 Season then the team will advise you what levels of membership the discount will be applied to; and
  - (b) purchase the same product i.e. adult, junior, concession or family products. Where you previously held a junior or concession membership and you are no longer eligible for that membership you will receive the 20% discount on an adult membership; and
  - (c) purchase a Team Membership for the same KFC Big Bash League team for the KFC Big Bash League 2017-18 Season within the timeframe advised by the team ahead of the 2017-18 Season.
32. Team Membership holders do not need to apply for the discount, the relevant KFC Big Bash League team will apply the discount automatically during the Team Membership renewal process.
33. For the avoidance of doubt, under no circumstances shall the 20% discount be available to supporters who purchase a team membership package which does not include entry into a Match (for example, team membership packages for merchandise only).

#### **Definitions**

All capitalised terms in this BBL Refund Policy shall have the following meanings:

**Applicable Law** means the law (including consumer protection legislation) applying in the state or territory (as applicable) in which the relevant match takes place;

**Match** means a KFC Big Bash League match;

**Transaction/Service/Delivery Fee** means the fee payable per Ticket transaction or order, charged in addition to the Ticket Value of the Ticket, for the processing and delivery of Tickets in that transaction or order.

**Ticket** means a ticket giving right of entry to one (1) match at a particular Venue in accordance with the details indicated thereon;

**Ticket Agency** means Ticketmaster or Ticketek as applicable for the relevant Match.

**Ticket Purchaser** or you means the individual with legal capacity who has purchased a Ticket or Tickets in accordance with the 2016-17 Ticket and Entry Conditions;

**Ticket Value** means the specified price of the Ticket and excludes any Service/Delivery Fee (or part thereof) or other fees or charges paid by the Ticket Purchaser in respect of that Ticket including, but not limited to, any credit/debit card processing fee; and

**Venue** means the entire premises of a ground or stadium where a Match is scheduled to take place and to which a Ticket is required to gain access.