

# Nathan Sharpe Medal

## Terms and Conditions

### 1. DETAILS

When you submit your booking form (**Booking Form**), it will, together with these terms and conditions (**Terms**), constitute a binding agreement between you and Sea of Blue Pty Ltd ABN 76 623 508 574 of 80 Birdwood Parade, Dalkeith Western Australia 6009 (trading as Western Force) (**SOB**) for the Nathan Sharpe Medal Dinner (**Event**) (**Agreement**). You undertake that you have provided a copy of these Terms to each person for whom you have purchased a ticket.

### 2. PRICES AND PAYMENT

Each Booking Form that you submit will constitute a separate agreement between you and SOB incorporating these Terms. To the extent of any inconsistency between these Terms and the contents of any Booking Form, these Terms will prevail.

All prices on this website are in Australian Dollars (**AUD**) and are inclusive of GST. Orders purchased by electronic payment are subject to approval and customer account verification. A processing and fulfilment fee applies per transaction. It is your responsibility to ensure that there are sufficient clear funds available in your account to allow a successful charge to be completed. You will be unable to complete the purchase if the payment declines. You will receive a confirmation of payment via email once your payment is processed.

### 3. CANCELLATIONS

Cancellation by SOB: SOB, in its absolute discretion, may cancel or alter part or all of the Event or its delivery without notice, including in the event of unforeseen circumstances beyond its control. SOB will use its best endeavours to reschedule the Event if cancelled however, you acknowledge and agree that: (a) the prices of tickets to the Event are determined by the specific event date and venue; and (b) if the cost of the rescheduled event materially increases, SOB may in its absolute discretion provide a revised ticket price for the booking, payment of which is required for the purposes of guaranteeing your tickets for the rescheduled event.

Cancellation or refund request by you: Should you request a cancellation or refund after payment has been made, then SOB in its absolute discretion may decide: (a) to charge you a cancellation fee; and (b) the amount of any such cancellation fee. SOB is entitled to deduct any such cancellation fee before giving you a refund of the balance. You acknowledge that the application and retention of a cancellation fee is reasonable in regards to the costs, expenses, loss and damage suffered by SOB as a result of any such cancellation and further that any cancellation fee levied is a genuine estimate of the loss of opportunity and cost to SOB. SOB will not issue refunds for any cancellations made within 21 days of the Event occurring. SOB will not give refunds for any cancellations made more than 20 days after the date of booking.

### 4. TICKETS

Once payment has been processed, tickets will be sent to the email you provide on your Booking Form. If you lose your tickets, replacements will not be issued. Guest names will be listed at the entry to the Event.

### 5. CONDITIONS OF BOOKING AND ENTRY

SOB has entered into an agreement with the Westin Hotel, Perth to host this Event. You acknowledge and accept that the terms and conditions applicable to attending the venue apply when attending this Event.

### 6. DRESS CODE

The dress code for this Event is black tie. SOB reserve the right to refuse entry of guests who do not adhere to the dress code.

### 7. AGE RESTRICTIONS

SOB, the Westin and all providers of alcohol at the venue and their employees and contractors (**Servers**) are required to adhere to all laws, regulations and guidelines for the responsible service of alcohol. This Event is an 18+ event. It is your responsibility to ensure that persons for whom you purchase tickets meet the applicable age restrictions. SOB reserves the right to refuse entry of guests who are not 18 years of age or above.

### 8. USE OF IMAGES

By booking or attending this Event you acknowledge and agree that photographs, film recordings, sound recordings and other material may be captured by SOB for the purpose of marketing and promotional activities. All attendees waive the right to approve and receive any financial benefit for such material.

## 9. GENERAL

If SOB waives any of these Terms, this does not mean that any other Terms do not apply. It should be assumed unless explicitly stated by SOB that all Terms always apply. These Terms apply to all past, current and future bookings unless specified in writing by SOB. These Terms operate within the bounds of the laws of Western Australia and all customers are bound by the non-exclusive jurisdiction of the courts of Western Australia.

You and anyone who attends this Event on a ticket you have purchased must comply with the instructions of: (a) SOB, their employees and other contractors; (b) the venue and the venue's employees, contractors and venue security personnel; (c) local government employees; (d) members of emergency services; and (e) any other persons issuing instructions in the event of an emergency.

## 10. CATERING

Servers are required to adhere to all laws, regulations and guidelines for the responsible service of alcohol. This means that Servers are instructed not to serve alcoholic beverages to any person under the age of 18 years or who have no approved proof of age identification, or to any person who is reasonably believed to be in a state of intoxication. This includes all alcohol provided as part of a hospitality package or alcohol bought within the venue and then consumed in an area of the venue provided as part of the Event.

Please provide SOB with a minimum of 7 days prior written notice: (a) for any special dietary requirements and SOB will use its reasonable efforts but makes no guarantee that any such special dietary requirements can be catered for at the Event; and (b) if disabled access is required. Under no circumstances may you or anyone attending the Event bring any items of food or beverage into the venue. Servers may confiscate any items of food or beverage brought in contravention of this section.

## 11. PRIVACY

SOB collects information about you and persons attending the Event where necessary to provide products and services to you and persons attending the Event, to process Event arrangements, conduct marketing activities and market research. SOB may disclose the information held by SOB to its contractors and service providers engaged by SOB to help the administration process, provide its services and conduct research, marketing and promotional activities on behalf of SOB.

To enhance security and protect the safety of persons present at the Event, SOB and the venue operators or contractors may be engaged by either SOB or the venue operators to operate surveillance equipment during the Event, including security cameras. By entering the Event, you and the persons who attend the Event on tickets you have purchased consent to information about you and such persons (including images) being recorded by such surveillance equipment and to SOB disclosing the information recorded to anyone to the extent that SOB deems such exposure to be necessary so as to protect SOB's lawful interests, the public interest or the safety of any persons or property present at the Event.