# REFUND POLICY



## Key words you'll need to know

1. What these terms mean:

**Applicable Law** means the law applying in the state or territory in which the relevant Match takes place;

**Conditions of Refund** mean the conditions set out in paragraphs 18 to 28 (inclusive) of this policy.

#### Matches means:

- Cricket Australia men's international matches (including Prime Minister's XI) and women's international matches (including Test Matches, One-Day and 20-Over international matches scheduled to be played by the Australian senior men's and women's team as part of Cricket Australia's official international cricket season);
- · BBL Matches; and
- WBBL Matches.

**Service/Delivery Fee** means the fee you pay per Ticket transaction or order, charged on top of the Ticket Value, for the processing and delivery of Tickets in that transaction or order.

**Team Membership** has the meaning given in paragraph 10(a).

**Ticket** means a ticket giving right of entry to one Match at a specific Venue.

**Ticket Agency** means the ticket issuing agency like Ticketmaster or Ticketek, as applicable for the relevant Match.

**Ticket and Entry Conditions** means the Cricket Australia Ticket and Entry Conditions as amended or updated by Cricket Australia from time to time. (You can get a copy of this at <a href="www.cricket.com.au/tickets">www.cricket.com.au/tickets</a>)

**Ticket Purchaser** means someone who has legally purchased a Ticket or Tickets in accordance with the Ticket and Entry Conditions.

**Ticket Value** means the price of the Ticket without any Service/Delivery Fee or other fees (like credit/debit card processing fees for example) paid by the Ticket Purchaser.

**Travel Package** has the meaning given in paragraph 10(c).

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

**Venue Membership** has the meaning given in paragraph 10(b).

### General

2. This policy only applies to Tickets purchased for a Match (for premium experience packages, see the Cricket Australia Premium Experience Conditions).

- 3. Other than what's covered by the Applicable Law (including the Competition and Consumer Act 2010 (Cth)), paragraphs 6 to 14 set out the only circumstances in which a Ticket Purchaser (you) may be eligible for a Ticket refund or part thereof.
- **4.** All refunds are subject to the Conditions of Refund, as well as the other terms of this policy.

#### **Public Health**

- 5. Cricket Australia has the right to cancel any Ticket and refund 100% of the Ticket Value if:
  - a. as a result of directions, regulations or restrictions imposed by Cricket Australia or a State Government, there are limits or restrictions on the number of patrons that may attend a Match; or
  - **b.** it decides such steps are necessary in the interests of public health.

### When are you eligible for a refund?

6. Single Match ticket holders:

Match Format/ Ticket Type	100% Refund
Test – Full Day	Less than fifteen (15) overs are completed and no result is recorded for the Match on the day
Test – Twilight	After the time that a Twilight ticket permits entry, less than ten (10) overs are completed and no result is recorded for the Match in the twilight session
ODI	Less than fifteen (15) overs are completed during the entire Match and no result is recorded for the Match
T20 (incl. W/BBL Matches)*	Less than six (6) overs are completed during the entire Match and no result is recorded for the Match

Please note: For the purposes of this policy 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).

\*Where a ticket grants access to multiple Matches in one day, a refund will only be payable where paragraph 6 above applies to all the Matches played on that day.

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#### Refunds for other reasons

- 7. You will be eligible for a refund of 100% of the Ticket Value of the Ticket if:
  - a. the Match is cancelled in advance of the Match date;
  - **b.** the Ticket is for a Match rescheduled to another Venue;
  - c. the Ticket is for a Match rescheduled to another date (at the same Venue), subject to your election under paragraph 9 of this policy; or
  - **d.** you're entitled to a refund under Applicable Law.
- **8.** It's worth noting that NO refunds will be payable where the start time for any Match is moved or otherwise delayed as long as the Match takes place on the date originally scheduled as set out on the Ticket. The only exceptions are those in paragraphs 6, 7, 9, 11, 12, 13 and 14.

#### **Rescheduled Matches**

- **9.** If a Match is rescheduled to another date at the same venue, you do have options and can:
  - a. use the existing Ticket for the rescheduled Match: or
  - **b.** get a refund of the Ticket Value (subject to your compliance with paragraph 29 below).

### **Memberships and Packages**

- 10. Paragraphs 6 to 9 do not apply if you hold a:
  - Team membership or season ticket in relation to a W/BBL team (the *Team Membership*); or
  - Venue related membership which permits you entry to the Match (the Venue Membership); or
  - c. Travel Package Test Match 2 or 5 day package (the *Travel Package*).
- 11. If you obtained entry to the Match using only your Team Membership, any refunds will be governed by the W/BBL Team membership policy and this refund policy does not apply. Please contact your W/BBL Team's membership department for more information.
- 12. If you obtained entry to the Match using a Venue Membership or a venue based members visitors ticket (even if you hold a Team Membership) any refunds will be governed by the Venue membership refund policy and this policy won't apply.
- 13. If you purchased a 2 or 5 day travel packagefrom the Cricket Australia Travel Office or any of its approved agents for any Test Match and if during one or more of the relevant days less than fifteen (15) overs were played and no result was recorded for the Match on the day, then you should contact

- either the Cricket Australia Travel Office or the approved agent you booked your travel package with to receive details in relation to any refund and how this will be paid.
- 14. In the circumstances set out in clause 13, you may be eligible for a refund of a portion of the value of the Ticket (taking into account things like the number of days affected, and the number of overs played on each affected day etc.) such value to represent the value of the total package price apportioned by Cricket Australia for the Tickets to the relevant day in its sole discretion.

#### **Conditions of refund**

- **15.** Cricket Australia doesn't 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 applicable Ticketing 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 14 of this policy or otherwise required by law.
- 17. A Ticket can't be refunded:
  - **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 because of things outside our control like public transport, road closures, transport, and/or any other external factors.
- 18. Cricket Australia won't refund any fees or charges paid in addition to the Ticket Value of the Ticket (for example, any 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 won't be liable for any associated costs, expenses or loss (including, without limitation, things like indirect and/or consequential loss, such as for travel to the Venue or any accommodation costs).
- 20. Where one of paragraphs 6 to 14 of this policy applies, only the original Ticket Purchaser will be

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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 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 cannot provide refunds or any form of compensation for tickets purchased through non-authorised ticket sellers.
- **25.** Cricket Australia reserves the right to make amendments to this policy from time to time at its sole discretion and without notice. All refunds will be determined in accordance with the Cricket Australia Refund Policy in place at the time of your purchase.

# Refunding Tickets bought with a credit card

26. If you purchased your Ticket(s) with a credit card online, via call centre or mail order, and you're entitled to a refund in accordance with this policy, this will be automatically refunded to the card used to buy the ticket within approximately thirty (30) days of the scheduled date of the applicable Match. If you purchased your Ticket(s) via Afterpay, and you're entitled to a refund in accordance with this policy, this will be automatically refunded to your Afterpay account within approximately thirty (30) days of the scheduled date of the applicable

## Refunding Tickets bought with debit card or cash

27. If you're entitled to a refund based in accordance with this policy and you purchased your Ticket(s) with debit card or cash from an outlet, with a gift card, or at the Venue gate, you may apply for a refund from the Ticket Agency you purchased your Ticket(s) from, using the process as set out by the relevant Ticket Agency at the below addresses (which may be updated from time to time):

Ticketmaster: https://help.ticketmaster.com.au/ hc/en-au/categories/19976884375313-Refundsand-Exchanges

Ticketek: https://help.ticketek.com.au/hc/en-us/categories/360000153727-Refunds-Payments-Exchanges

**28.** Please note that NO refunds will be issued for applications made more than fourteen (14) days after the end of the relevant Match.

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

- 29. If you wish to obtain a refund as detailed in paragraph 9 (Rescheduled Matches) of this policy, regardless of how you purchased your ticket(s), vou must telephone the Ticket Agency or send your name, address and ticket(s) to the applicable Ticket Agency (addresses below) before the end of the claim period - being 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 checked 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. Please keep a photocopy or scan of the ticket(s) for your records. Funds will be returned to the card used in the original purchase or via bank account. All bank account payments will be within thirty (30) days of receiving bank account details.
- **30.** Please note that NO refund will be issued for applications made 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.