

ICC T20 World Cup 2020

Hospitality Terms & Conditions

These terms and conditions (the **Hospitality Terms and Conditions**) together with the Ticket Terms and Conditions, the Booking Form and the Booking Confirmation Notice (collectively, the **Hospitality Agreement**) govern your purchase of the Hospitality Package(s). By purchasing the Hospitality Package(s), you agree to be bound by each of the provisions contained in the Hospitality Agreement from the Confirmation Date.

1. AGREEMENT

- 1.1 You agree to buy, and T20 World Cup 2020 agrees to provide, the Hospitality Package(s) on the terms and conditions contained in the Hospitality Agreement.
- 1.2 You must ensure that you have read and understand the provisions of the Hospitality Terms and Conditions and the Ticket Terms and Conditions before purchasing the Hospitality Package.
- 1.3 T20 World Cup 2020 has appointed a master agent to sell and provide the Hospitality Package(s) and may appoint other sub sales agents to sell the Hospitality Package(s), in all cases on T20 World Cup 2020's behalf.
- 1.4 To avoid doubt, your contract in respect of the Hospitality Package(s) (excluding any enhancements to the Hospitality Package(s), or additional products or services offered by a Hospitality Agent to you) is with T20 World Cup 2020 and not a Hospitality Agent.
- 1.5 In case of any inconsistency between a provision of these Hospitality Terms and Conditions and any other document forming part of the Hospitality Agreement, the provisions of these Hospitality Terms and Conditions will prevail.

2. HOSPITALITY PACKAGE

- 2.1 Each Hospitality Package includes, for the relevant Match:
 - (a) Tickets for the Maximum Guests;
 - (b) the catering specified in the Booking Form for the Maximum Guests;
 - (c) the rights of access to, and use of, the Hospitality Area set out in clause 5; and
 - (d) the Hospitality Items.

To avoid doubt, the Hospitality Package(s) does not include parking.

3. PAYMENT

- 3.1 The Hospitality Fee is inclusive of GST unless otherwise stated.
- 3.2 Upon receipt of the Booking Form, subject to availability of Hospitality Package(s), T20 World Cup 2020 or the Hospitality Agent will issue you with a Booking Confirmation Notice and valid tax invoice(s) for the Hospitality Fee.
- 3.3 Payment of the Hospitality Fee and all other sums payable under this Hospitality Agreement will be in the currency (Australian dollars) of the country in which the Hospitality Package(s) is being provided.
- 3.4 Upon receipt of a valid GST invoice, you must pay the Hospitality Fee either:
 - (a) up-front in full; or

(b) in instalment payments in accordance with the payment schedule set out in clause 3.7.

You must nominate either payment by invoice or credit/debit card debit.

3.5 You accept that credit/debit card fees will be payable in accordance with the rates set out in the relevant Booking Form. T20 World Cup 2020 will only accept payment made by the credit/debit card types set out in the relevant Booking Form.

3.6 You warrant that you are authorised to give the credit/debit card details provided, and that sufficient funds are available to pay the total Hospitality Fee to T20 World Cup 2020. You authorise T20 World Cup 2020 to unilaterally process payments from your credit/debit card in order to satisfy your obligations in the payment schedule set out in clause 3.7.

3.7 You must pay the Hospitality Fee to T20 World Cup 2020 in accordance with the payment schedule set out below:

(a) If you enter into the Hospitality Agreement for the Women's Tournament between **21 May 2019 and 30 September 2019** then you will pay:

- (i) 50% of the Hospitality Fee on the Confirmation Date; and
- (ii) the remaining 50% of the Hospitality Fee on or before 30 September 2019.

(b) If you enter into the Hospitality Agreement for the Women's Tournament on or after 1 October 2019, then you will pay 100% of the Hospitality Fee on the Confirmation Date.

(c) If you enter the Hospitality agreement for the Men's Tournament between **21 May 2019 and 30 June 2020** then you will pay:

- (i) 50% of the Hospitality fee on the Confirmation Date; and
- (ii) the remaining 50% of the Hospitality Fee on or before 30 June 2020.

(d) if you enter into the Hospitality Agreement for the Men's Tournament on or after 1 July 2020, then you will pay 100% of the Hospitality fee on the Confirmation Date.

(e) 100% payments accepted.

3.8 Without prejudice to any other rights under this Hospitality Agreement, T20 World Cup 2020 shall be entitled in the case of overdue payments from you, to charge interest on a monthly basis on all amounts owing at the 90-day bank bill rate published by the Commonwealth Bank of Australia, plus 2% from the due date until the date of final payment.

3.9 To avoid any doubt, no Tickets or other part(s) of the Hospitality Package(s) will be issued or provided (or access given to the Hospitality Area) until full payment of the Hospitality Fee is received by T20 World Cup 2020.

4 TICKETS

4.1 Subject to clause 3.9, Tickets will be issued as soon as reasonably possible following final payment but no earlier than November 2019 for the Women's Tournament and July 2020 for the Men's Tournament. If your booking is confirmed later than that time, your Tickets will be issued as soon as reasonably practicable after your booking is confirmed and full payment received.

4.2 Any issued Tickets which are lost or damaged will be replaced by T20 World Cup 2020 only on terms acceptable to T20 World Cup 2020. T20 World Cup 2020 reserves the right to charge a replacement and/or delivery fee, in its absolute discretion, for every Ticket replaced. Requests to receive replacement Tickets must be submitted in writing to T20 World Cup 2020.

- 4.3 T20 World Cup 2020 and the Hospitality Agents reserve the right to charge a fee for the delivery of Tickets and Hospitality Items, such delivery fee to be notified to you as part of the booking process and paid by you at the time of your initial payment of the Hospitality Fee.

5 HOSPITALITY AREA

- 5.1 T20 World Cup 2020 grants to you and your Guests (if applicable), the right to access and use the Hospitality Area during the Designated Times in accordance with the Hospitality Agreement for the purpose of:

- (a) you and your Guests viewing the relevant Match;
- (b) you and your Guests making use of the Hospitality Package(s); and
- (c) activities ancillary to the foregoing,

subject at all times to any rules and regulations relating to the relevant Venue and the Ticket Terms and Conditions.

- 5.2 You acknowledge and accept that access to the Venue and Hospitality Area is strictly limited to the day of the Match (including, in the case of the final Match for the Women's Tournament or the Men's Tournament, the reserve day (if required)) during the Designated Times.

- 5.3 You acknowledge and accept that depending on the type of Hospitality Area, you may be limited to joint or shared use of the Hospitality Area.

- 5.4 You must not:

- (a) make any alterations or additions to the Hospitality Area; or
- (b) use the Hospitality Area other than as contemplated by the Hospitality Agreement,

without the prior written consent of T20 World Cup 2020 (which consent may be given or withheld in its absolute discretion).

- 5.5 T20 World Cup 2020 reserves the right to determine the final location of the Hospitality Area within a Venue.

6 NO RESELLING

You must not, and must ensure that your Guests do not, sell, on-sell, exchange for valuable consideration, assign, license, sub-license, transfer, bundle with other goods or services, or otherwise commercially deal with any of the rights, benefits and entitlements contained in the Hospitality Agreement (including, without limitation, any Ticket(s)) without the prior written consent of T20 World Cup 2020, which consent will be exercisable in its absolute discretion and may include such conditions as T20 World Cup 2020 sees fit.

7 NO AMBUSH MARKETING, SPONSORSHIP OR ASSOCIATION

- 7.1 You expressly acknowledge and agree that the purchase of the Hospitality Package(s) does not grant you (or any of your Guests) any sponsorship, marketing, promotional or other rights of association with respect to the Match, the Tournament, the ICC, T20 World Cup 2020, CA or any Official Partner.

- 7.2 You must not, and must ensure that your Guests do not, unless any of them are entitled to, use any Marks, hold yourself/themselves out as a sponsor or partner of, or otherwise associate itself in any manner whatsoever with the Match, the Tournament, the ICC, T20 World Cup 2020, CA or any Official Partner.

- 7.3 You must not, and must ensure that your Guests do not, whether before, during or after the Match or the Tournament:

- (a) use the Hospitality Package (whether in whole or in part) for marketing or promotional purposes (including, without limitation, for use as a prize in competitions); or
- (b) conduct any promotional, advertising or marketing activity in relation to the Match, the Tournament, the ICC, T20 World Cup 2020, CA or any Official Partner.

7.4 You (including your Guests) have no right to use any Marks, unless otherwise agreed in writing with the ICC and you have written evidence of such agreement.

7.5 You agree that neither you nor your Guests shall have any right to promote themselves, their trade or any other business in the Venue or the Hospitality Area (including by wearing any branded clothing or by affixing any signage and/or branding which is visible from outside of your Hospitality Area).

7.6 Notwithstanding clauses 7.3 and 7.5 above, you may display signage internally within the Hospitality Area during the Match if the Hospitality Area is exclusively to be used by you (and your Guests) as determined by T20 World Cup 2020 (i.e. a private suite or box) so long as the signage:

- (a) is not affixed to the Hospitality Area;
- (b) is never (at any time whatsoever) visible from outside of your Hospitality Area, including by any spectator or broadcast camera; and
- (c) does not associate any person, trade or business, in any manner whatsoever, with the Match, the Tournament, the ICC, T20 World Cup 2020, CA or any Official Partner.

If T20 World Cup 2020 and/or the ICC determines that any signage does not comply with this clause, you will be required to remove and/or move and/or cover the signage (as determined by T20 World Cup 2020 and/or the ICC in their sole discretion). You will be required to remove any internal signage immediately following the Match. Any signage not removed by you will be removed and destroyed and T20 World Cup 2020 takes no responsibility for any damage caused to such signage. You agree to immediately pay to T20 World Cup 2020 all Loss incurred by T20 World Cup 2020 in removing or destroying any such signage and making good any damage to the Hospitality Area or the Venue caused by you or any of your Guests other than fair wear and tear.

7.7 You and your Guests are strictly prohibited from possessing, selling or distributing any kind of promotional or commercial items in the Venue or Hospitality Area (including, without limitation, drinks, food, souvenirs, clothes and flyers). T20 World Cup 2020 (or anyone acting on its behalf, including Venue management) may remove such items and/or remove you or your Guests (as applicable) from the Venue or Hospitality Area. If you or a Guest is removed in such circumstances, then you (including your Guest) shall not be entitled to any refund and T20 World Cup 2020 shall have no liability to you or the Guest.

8 YOUR OBLIGATIONS

8.1 In addition to your other obligations set out in this Hospitality Agreement you:

- (a) will not, and you will procure that your Guests do not:
 - (i) use (or attempt to do so) the Match, the Hospitality Area or the Venue except as expressly permitted under this Hospitality Agreement or for any purpose other than the Permitted Purpose;
 - (ii) obstruct (or attempt to do so) any access ways (including entrances, halls, corridors, lobbies, staircases, lifts and escalators) of the Venue or cause the same to become dirty or untidy;
 - (iii) use (or attempt to do so) the Match, the Hospitality Area or the Venue to cause any nuisance, damage, disturbance, annoyance, interference or inconvenience to any person or property of any person at the Match, the Hospitality Area, the Venue or any adjoining or neighbouring areas;
 - (iv) do or omit to do (or attempt to do so) any matter or thing which constitutes, or may constitute, a breach of any statutory requirements of any person in relation to the Match, the Hospitality Area or the Venue, or vitiates, or may vitiate, any insurance effected by any person in respect of the Match, the Hospitality Area or the Venue;

- (v) impede (or attempt to do so) any personnel of T20 World Cup 2020 or the ICC (or any of their agents or contractors), the Hospitality Area or the Venue in exercising their rights of possession and control of the Match, the Hospitality Area or the Venue;
 - (vi) permit (or attempt to do so) Guests in excess of the Maximum Guests to access or use the Match, the Hospitality Area or the Venue; and
 - (vii) provide or consume food and beverage other than those supplied by T20 World Cup 2020;
- (b) will, and you will ensure that your Guests:
- (i) ensure that any Guest under 18 years of age is accompanied and supervised at all times by his/her parent or guardian (who must be 18 years or over);
 - (ii) dress smartly and otherwise comply with any dress codes in place at the Match, the Hospitality Area or the Venue;
 - (iii) comply at all times with any rules and regulations relating to the Match, the Hospitality Area and the Venue, including, but not limited to, the Ticket Terms and Conditions and the relevant Venue Regulations; and
 - (iv) pay all charges for food and beverages ordered by you or your Guests, and supplied, over and above the agreed catering, immediately as required by T20 World Cup 2020 (which may include payment on the day);
- c) will immediately pay to T20 World Cup 2020 all Loss incurred by T20 World Cup 2020 in making good any damage to the Hospitality Area or the Venue caused by you or any of your Guests other than fair wear and tear; and
- d) acknowledge that, pursuant to licensing laws, T20 World Cup 2020 may (or may procure that third parties):
- (i) terminate liquor service at the Hospitality Area at a certain hour, or at a certain time after completion of the Match on any specific day (notwithstanding that such time may be during the Designated Times);
 - (ii) require all Guests to vacate the premises within a certain time after completion of the Match on a specific day (notwithstanding that such time may be during the Designated Times);
 - (iii) terminate liquor service at the Hospitality Area and require the vacation of the Hospitality Area at an earlier time where it is reasonable to do so (notwithstanding that such time may be during the Designated Times);
 - (iv) remove intoxicated and/or disruptive persons (including your Guests) from the Hospitality Area and the Venue (including persons causing you to breach this Hospitality Agreement); and
 - (v) refuse to serve liquor to a person (including a Guest) under the age of 18 or a person that is intoxicated.

9 SUBSTITUTION OR AMENDMENT OF HOSPITALITY PACKAGE(S)

9.1 T20 World Cup 2020 reserves the right to substitute or amend the Hospitality Package(s) (including without limitation any seats, areas or services initially allocated to you) if such amendment is required:

- (a) in order to comply with local applicable laws; or
- (b) due to security constraints or other reasons in connection with staging of the Tournament; or
- (c) as a result of space re-allocation at a Venue for whatever reason; or
- (d) due to the unavailability of any food or drink,

in which case, T20 World Cup 2020 shall use all reasonable efforts to provide you with (in T20 World Cup 2020's opinion) an equivalent hospitality package to the Hospitality Package purchased by you.

- 9.2 After the Confirmation Date, you may from time to time request that T20 World Cup 2020 add items or benefits to the Hospitality Package(s). Where T20 World Cup 2020 accepts such a request, it may charge a fee for the additional items or benefits (**Special Request Fee**). The Special Request Fee must be paid by you within 7 days of T20 World Cup 2020 issuing a corresponding tax invoice. T20 World Cup 2020 may only provide the extra items or benefits following full payment of the Special Request Fee.

10 CANCELLATION AND REFUND

- 10.1 You may cancel all, but not part, of a Hospitality Package by notice in writing to T20 World Cup 2020. Upon cancellation, you agree to forfeit any part of the Hospitality Fee paid to T20 World Cup 2020 and which is due, at the time of cancellation, in accordance with the payment schedule in clause 3.7. To the extent that, at the time of cancellation, you have paid T20 World Cup 2020 any amount in excess of the amount required by the payment schedule in clause 3.7, T20 World Cup 2020 will refund such excess amount (less any reasonable expenses incurred by T20 World Cup 2020).
- 10.2 T20 World Cup 2020 may cancel all or part of a Hospitality Package and refund any part of the Hospitality Fee paid by you (less any reasonable expenses incurred by T20 World Cup 2020) in the following circumstances:
- (a) if the Tournament is cancelled; or
 - (b) if T20 World Cup 2020 is not able to provide you with a Hospitality Area.

Cancellation of a Match with no reserve day (i.e. all Matches except the final match for each Tournament)

- 10.3 Once access to the Venue is given to the public on the day of the Match:
- (a) the Hospitality Package will be deemed to have been provided by T20 World Cup 2020;
 - (b) you (and your Guests) will be deemed to have received the Hospitality Package; and
 - (c) you will not be entitled to a refund of the Hospitality Fee other than any refund of the Ticket component of your Hospitality Package which you may be entitled to pursuant to clause 10.7,

notwithstanding that a Match may be cancelled or postponed after such time, including in instances where there is no cricket played.

For the avoidance of doubt, the Hospitality Package will be deemed to be taken once access to the Venue is given to the public regardless of whether the Match is a single match or doubleheader (where two matches are scheduled to be played at the same venue on the same day) and regardless of what time the Hospitality Package is scheduled to start.

- 10.4 If a Match (not being the Men's Tournament final Match or the Women's Tournament final Match) is cancelled **prior** to access to the Venue being given to the public on the day of the Match for any reason whatsoever (other than as a result of any act or omission of you or your Guests) and the Match does not have a scheduled reserve day, T20 World Cup 2020 will refund to you any part of the Hospitality Fee paid by you (excluding reasonable expenses incurred by T20 World Cup 2020 that it is not able to avoid or recoup despite its reasonable efforts) that relates to the affected Hospitality Package.

Cancellation/postponement of a Match with a reserve day (i.e. final Match for each Tournament)

- 10.5 If a Men's Tournament or Women's Tournament final Match is cancelled or postponed until the reserve day after access to the Venue is given to the public on the scheduled first day of the Match:
- (a) clause 10.3 applies in respect of the scheduled first day;

- (b) you (and your Guests) will be entitled to use the Ticket(s) to attend the Venue and Hospitality Area on the reserve day; and
- (c) T20 World Cup 2020 will provide a reasonable and appropriate hospitality offering on the reserve day, taking into account the duration of play on the reserve day.

10.6 If a Men's or Women's Tournament final Match is cancelled or postponed prior to access to the Venue being given to persons on the scheduled first day of the Match for any reason whatsoever (other than as a result of any act or omission of you or your Guests) and the Match is transferred to a reserve day, you will not be entitled to a refund and your Hospitality Package will be transferred to, and provided on, the reserve day. You will not be entitled to receive the Hospitality Package on the original date. If a Match is transferred to a reserve day and, on the reserve day, the Match is cancelled prior to access to the Venue being given to persons on the reserve day for any reason whatsoever (other than as a result of any act or omission of you or your Guests), T20 World Cup 2020 will refund to you any part of the Hospitality Fee paid by you (excluding reasonable expenses incurred by T20 World Cup 2020 that it is not able to avoid or recoup despite its reasonable efforts) that relates to the affected Hospitality Package.

Refund(s) of the Ticket component

- 10.7 Eligibility for a refund of the Ticket(s) component of a Hospitality Package will be determined, and any refund made, in accordance with the Ticket Refund Policy. For the purposes of calculating any refund of the Ticket(s) component under this clause 10.7, the value of a Ticket will, unless specified on the Ticket, be the price of a Ticket in the highest category offered for the relevant Match and Venue.
- 10.8 Upon receipt of any refund paid to you under this clause 10, T20 World Cup 2020 will thereby be released and discharged by you from all claims and damages of any kind in relation to the Hospitality Agreement.

11 TERMINATION

11.1 Without prejudice to any other rights T20 World Cup 2020 may have, T20 World Cup 2020 may terminate (including refuse entry to you and your Guests to the Event, the Hospitality Area or the Venue or remove you and your Guests from the Event, the Hospitality Area or the Venue) the Hospitality Agreement with immediate effect, by notice in writing to you, if:

- (a) you fail to make any payment in accordance with clause 3;
- (b) you breach any other term of the Hospitality Agreement; or
- (c) you enter into, or are placed under, any form of insolvency or administration, are insolvent, or are otherwise unable to pay your debts when they are due.

11.2 Unless otherwise agreed in writing by T20 World Cup 2020, you agree that immediately upon termination by T20 World Cup 2020 under clause 11.1:

- (a) you will forfeit all monies paid to T20 World Cup 2020 prior to termination;
- (b) T20 World Cup 2020 will be free to enter into an agreement with any third party covering any or all of the rights, benefits and entitlements under the Hospitality Agreement;
- (c) you unconditionally and irrevocably constitute and appoint T20 World Cup 2020 as your attorney to do, perform and execute all things and documents as may be necessary or desirable to transfer or assign the rights, benefits and entitlement under the Hospitality Agreement; and
- (d) the forfeit of any monies pursuant to clause 10.1 and/or 11.2(a) and the termination or expiration of the Hospitality Agreement will not affect or preclude any other rights which T20 World Cup 2020 may have

against you as a result of your default including, in particular, the right to claim damages for breach of the Hospitality Agreement.

12 WARRANTIES

12.1 You covenant and warrant with and to T20 World Cup 2020 that:

- (a) you are entitled to enter into this Hospitality Agreement;
- (b) this Hospitality Agreement creates legal, valid and binding obligations, enforceable against you in accordance with its terms; and
- (c) all details provided to T20 World Cup 2020 (whether directly or via a Hospitality Agent) are complete and accurate.

13 INDEMNITY

13.1 You indemnify T20 World Cup 2020, the ICC and T20 World Cup 2020's and ICC's personnel (**Indemnified Persons**) and hold the Indemnified Persons harmless from and against all Claims brought or made by or against the Indemnified Persons, and from and against all Loss incurred, suffered or sustained by the Indemnified Persons resulting from:

- (a) a breach (or attempted breach) by you of this Hospitality Agreement;
- (b) any negligent act or omission by you or any Guest under, or in connection with, this Hospitality Agreement;
- (c) any exercise (or attempted exercise) by T20 World Cup 2020 of any of its rights under, or in connection with, the Hospitality Agreement; and
- (d) any breach of the covenants and warranties contained in clause 12.

14 LIABILITY

14.1 To the fullest extent permitted by law:

- (a) T20 World Cup 2020 excludes all warranties, terms, conditions or undertakings of any nature and in any form (whether express or implied, written, oral, statutory or otherwise) in relation to the Hospitality Package(s);
- (b) T20 World Cup 2020 will not be liable for;
 - (i) any Loss, injury or damage to property or persons whatsoever (whether caused by negligence or otherwise) including illness, death or injury suffered by you or the Guests or by any third party arising from use by you or the Guests of the Hospitality Area during the Designated Times; or
 - (ii) any special, indirect or consequential Loss, or any loss of profit arising under, or in connection with, the Hospitality Agreement; and
- (c) T20 World Cup 2020's maximum liability to you under, or in connection with, the Hospitality Agreement shall be limited to the amount actually paid by you to T20 World Cup 2020 Hospitality for the Hospitality Package(s).

15 FORCE MAJEURE

15.1 No party shall be liable to any other party for any delay in performing, or failure or inability to perform, any obligations under the Hospitality Agreement if such failure or delay is caused or in any manner arises or results

from a Force Majeure Event.

- 15.2 If a Force Majeure Event occurs, then the party affected shall immediately notify the other parties of the nature and likely duration of the Force Majeure Event and take all reasonable steps to reduce its effect.
- 15.3 If the Force Majeure Event continues for a period of thirty (30) days or more either party may terminate this Hospitality Agreement provided such Force Majeure Event is continuing at the date of termination.
- 15.4 Unless this Hospitality Agreement is terminated under clause 15.3, the party affected by the Force Majeure Event shall notify the other parties as soon as its performance of its obligations under this Hospitality Agreement is no longer prevented.

16 NOTICES

16.1 A party notifying or giving notice under these Hospitality Terms and Conditions and/or this Hospitality Agreement must ensure that the notice is:

- (a) in writing;
- (b) addressed to the address of the recipient notified in the Booking Form; and
- (c) left at or sent by post or email to that address.

16.2 A notice given in accordance with clause 16.1 will be taken to have been received:

- (a) if delivered by hand to the recipient's address, on the date of delivery, as long as delivery is acknowledged in writing by the recipient;
- (b) if sent by post, 2 Business Days after the posting; and
- (c) if sent by email, on the date and time at which it enters the addressee's information system (as shown in a confirmation delivery report from the sender's information system which indicates the email was set to the email address of the addressee notified for the purposes of this clause),

in each case, if a notice, consent, information, application or request is delivered, or an error free transmission report in relation to it is received, on a day that is not a Business Day, or if on a Business Day, after 5 pm on that day in the place of the party to whom it is sent, it is to be treated as having been given or made at the beginning of the next Business Day.

16.3 If a party gives the other party 3 Business Days' notice of a change of its address or email address, a notice, consent, information, application or request is only given or made by that other party if it is delivered, posted or faxed to the latest address or email address.

17 GENERAL

17.1 The following clauses will survive the expiry or termination of this Hospitality Agreement - clauses 7, 10.8, 11, 12, 13, 14, 15, 16, 17 and any other clauses which are by their nature intended to survive.

17.2 You may not assign the rights or benefits of this Hospitality Agreement to any person without the express prior written consent of T20 World Cup 2020 (which may be withheld in T20 World Cup 2020's sole and absolute discretion). T20 World Cup 2020 may assign its rights or benefits of this Hospitality Agreement to any person (including CA) by giving written notice to you.

- 17.3 This Hospitality Agreement may not be varied or amended except by a later written document executed by both parties.
- 17.4 This Hospitality Agreement constitutes the entire agreement between the parties regarding the matters set out in it and supersedes any prior representations, understandings or arrangements made between the parties whether orally or in writing or otherwise.
- 17.5 If any clause or part of any clause is in any way unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal. If this is not possible, the clause (or where possible, the offending part) is to be severed from this Hospitality Agreement without affecting the enforceability, validity or legality of the remaining clauses (or parts of those clauses) which will continue in full force and effect.
- 17.6 These Hospitality Terms and Conditions and this Hospitality Agreement will be governed by and interpreted in accordance with the laws of Victoria, Australia.
- 17.7 Any dispute or claim arising out of or in connection with these Hospitality Terms and Conditions and this Hospitality Agreement will be submitted to the exclusive jurisdiction of the Victorian courts.

18 DEFINITIONS AND INTERPRETATION

- 18.1 In these Hospitality Terms and Conditions, the words and expressions set out below shall have the following meanings:

“Booking Form” means your booking form relating to the Hospitality Package;

“Booking Confirmation Notice” means the notification provided to you as confirmation of your purchase of the Hospitality Package(s);

“Business Day” means a day on which banks are open for general banking business in Victoria, Australia, not being a Saturday or a Sunday;

“CA” means Cricket Australia ACN 006 089 130 of 60 Jolimont Street, Jolimont, Victoria, 3002, Australia;

“Claim” means all actions, proceedings, suits, claims and demands of any nature whatsoever;

“Confirmation Date” means the date that T20 World Cup 2020 confirms your booking contained in the Booking Form, namely the date T20 World Cup 2020 sends either a Booking Confirmation Notice or a tax invoice for the Hospitality Package(s) to your nominated address;

“Designated Times” means the times nominated by T20 World Cup 2020 in writing during which you will have access to the Hospitality Area(s);

“Force Majeure Event” means any cause preventing any party from performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents beyond the control of the party so prevented, including any strike, lockout or other industrial dispute (except of its own employees or contractors), fire, failure or shortage of power supplies, satellite or other communications links or technical failure, abnormally inclement climate conditions, flood, lightning, storm, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, riot, breach of security at a Venue, disease, civil commotion or armed conflict, war, terrorist action or the threat of any of the foregoing;

“Guests” means you and your guests and invitees to the Match;

“Hospitality Agent” means an agent appointed, or approved in writing, by T20 World Cup 2020 to act as T20 World Cup 2020’s agent in relation to the sale and provision of Hospitality Packages, including the master

agent and each sub sales agent referred to in clause 1.3;

“Hospitality Agreement” means these Hospitality Terms and Conditions, the Ticketing Terms and Conditions, the Booking Form and the Booking Confirmation Notice;

“Hospitality Area” means the areas under the control of T20 World Cup 2020 in which the Hospitality Package is provided, including (without limitation):

- (a) in respect of those Hospitality packages where the hospitality element of the package is located within the Venue, that area containing a defined number of seats and the function space used in connection with those seats; and
- (b) in respect of those Hospitality Packages where the hospitality element of the package is located outside of the Venue (e.g. in temporary marquees or structures or existing facilities), those areas to which access is limited and controlled for the benefit of Hospitality Package customers;

“Hospitality Fee” means the fee recorded on the Booking Form for the Hospitality Package(s) (and in the case of one of multiple Hospitality Packages, the fee related to that Hospitality Package);

“Hospitality Items” means any item (not including Tickets) provided to you (and your Guests) as part of the Hospitality Package, as set out in the Booking Confirmation Notice;

“Hospitality Package” means, for each Match, the services to be provided by T20 World Cup 2020 to you subject to the terms of the Hospitality Agreement, as confirmed in the Booking Confirmation Notice or otherwise in writing by T20 World Cup 2020. Such services may include, but are not limited to, to the Tickets, catering and Hospitality Items set out in clause 2 and the rights of access and use of the Hospitality Area set out in clause 5;

“ICC” means the International Cricket Council, the official international governing body of cricket. Any reference to the ICC incorporates its subsidiary companies, which shall include ICC Business Corporation FZ LLC.;

“Loss” means all damage, loss, liability, cost and expense (including legal expenses as between solicitor and client) of any nature whatsoever;

“Match” means the Twenty20 International cricket match (or matches, where two such matches are played in the same Venue on the same day) forming part of the Tournament to which the Hospitality Package relates;

“Marks” means all marks, logos and intellectual property of the ICC or T20 World Cup 2020, including without limitation T20 World Cup 2020’s logo and any words, phrases, symbols or images which suggest any connection or association with the Tournament, ICC or T20 World Cup 2020;

“Maximum Guests” means the maximum number of Guests who are permitted to access and use the Hospitality Area and who will be provided with Tickets as set out in the booking form;

“Men’s Tournament” means the Tournament to be held in October and November 2020;

“Official Partners” means any person to which ICC grants any marketing or sponsorship rights in relation to the Tournament, including broadcasters, global, official or local partners, suppliers and licensees and other holders of commercial rights;

“Permitted Purpose” means those purposes set out in clause 5.1;

“Personnel” means directors, officers, employees, staff and agents and includes any Tournament management or staff (being anybody acting on behalf of T20 World Cup 2020 or the ICC);

“T20 World Cup 2020” means T20 World Cup 2020 Ltd (a company incorporated in Australia (ABN: 14 618 113 269) which has been appointed as the local organising committee for the Tournament by CA;

“Tickets” means tickets to the Match(es) at which the Hospitality Package(s) is to be provided;

“Ticket Refund Policy” means the ICC T20 World Cup 2020 Ticket Refund Policy as published on the Website or otherwise made available to you;

“Ticket Terms and Conditions” means the ICC T20 World Cup 2020 Ticket Terms and Conditions as published on the Website or otherwise made available to you;

“Tournament” means the ICC T20 World Cup 2020 tournament to be held in Australia during February and March 2020 for the Women’s Tournament and October and November 2020 for the Men’s Tournament;

“Venue” means the ground or stadium where the Match is scheduled to be played;

“Venue Regulations” means the regulations or conditions of entry for the relevant Venue as published on the Website and displayed at the Venue;

“Website” means the website accessible via the url: <https://www.icc-cricket.com/t20-world-cup> and any other official website(s) established by or on behalf of the ICC for the Tournament;

“Women’s Tournament” means the Tournament to be held in Australia during February and March 2020; and

“You” and **“your”** means the party with whom this Hospitality Agreement is entered into.

18.2 In these Hospitality Terms and Conditions and this Hospitality Agreement:

- (a) a reference to the singular includes the plural;
- (b) a reference to a person includes a natural person, corporation, statutory corporation, partnership, the Crown or any other organisation or legal entity and includes their personal representatives (in the case of natural persons), successors and permitted assigns;
- (c) a requirement to do anything includes a requirement to cause that thing to be done and a requirement not to do anything includes a requirement to prevent that thing being done; and
- (d) “including” and “includes” are not words of limitation.