

## **TERMS OF ADMISSION POLICY**

Football NSW Limited

Adopted on 30 August 2012

## TERMS OF ADMISSION POLICY

### 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](http://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 "Code of Practice for the Ticketing of Live Entertainment in Australia" (the **Code**), available at [www.liveperformance.com.au](http://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 and venue management reserve the right to refuse entry or evict any person:

- (a) who breaches these Terms of Admission or who Football NSW, the hosting club or venue management has reasonable grounds to believe is likely to breach these Terms of Admission;

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- (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;
- (e) engaging in a prohibited or restricted Activity;
- (f) failing to comply with lawful directions by Football NSW, the hosting club and venue management, Police, or contract security staff;
- (g) previously issued with a Court banning notice or Football NSW Banning Notice that still applies; or
- (h) not authorised to be in the venue e.g. without a valid entry ticket or accreditation.

### **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. Any person having entered the venue and found to be in possession of a prohibited or restricted item, shall have such item confiscated and may be evicted from 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 the contract security provider 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 to enter 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 to enter the venue:

- (a) alcoholic beverages;
- (b) glass bottles, cans and breakable containers;
- (c) missiles of any description;
- (d) recreational equipment such as skateboards, rollerblades and bicycles;
- (e) animals and pets (other than Assistance Dogs);
- (f) laser pointers;
- (g) non-accredited photographic equipment and recording devices for commercial purposes including audio and video equipment;
- (h) confetti or shredded paper;

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- (i) flag poles composed of materials other than plastic or greater than 1.5 metres in length;
- (j) signs, banners, flags and clothing displaying offensive, political, National, racial or unauthorised commercial material;
- (k) eskies, coolers and iceboxes too large to be stored under a seat; and
- (l) any item determined by Football NSW, the hosting club or venue management that may cause injury, public nuisance or which is deemed dangerous to fellow spectators.

### **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) throwing objects of any description;
- (d) striking or igniting flares, fireworks, explosives and or smoke bombs;
- (e) the use of offensive or racist chanting or language;
- (f) storage of equipment or standing/sitting in aisles or walkways; and
- (g) unauthorised soliciting and customer surveying.

### **10. Responsible Consumption of Alcohol**

All persons entering the venue are advised that:

- (a) they may be entering into a licensed premise;
- (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 State's Liquor legislation.

### **11. Liability**

Viewing of football and associated activities can be dangerous and may result in injury. Spectators viewing such activities do so at their own risk. Spectators bring personal items into the venue at their own risk and assume all risk of any damage or loss (including property damage, personal injury, economic and consequential loss) however it arises at the venue.

Football NSW, the hosting club and the venue management will not be held responsible for any damage to, loss or theft of a patron's personal property.

### **12. Photographs and Broadcasts**

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

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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 Grievance Procedures;
- (b) denied access to, or evicted from, the venue;
- (c) banned from attending future matches at the discretion of Football NSW at any Match under the jurisdiction 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 staff.

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 staff and or 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](http://www.footballnsw.com.au).

### **17. 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 staff, 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.

## 18. 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).