

Thomas Cook Sport and Airtrack Booking Conditions

The conditions set out below are all concerned with arrangements you make for travel to sporting events ("Event") such as football, rugby or tennis matches. You must appreciate that Thomas Cook's legal liabilities to you in relation to travel/tourist arrangements ("Arrangements") that they book for you are very different to their legal liabilities to you in relation to Events. All these liabilities are detailed below. However, we want to emphasise from the start as clearly as possible that Thomas Cook has no control of or involvement in Events and Thomas Cook cannot have any responsibility to you for anything which goes wrong with an Event, such as a cancellation or a postponement.

The following booking conditions, which you must read carefully, reflect the above and set out the terms and conditions of the contract between you and either Thomas Cook Tour Operations Limited, trading as Thomas Cook Sport or Airtrack (for UK departures), or Capitol Holdings Ltd, trading as Thomas Cook Sport (Ireland), for Arrangements departing from the Republic of Ireland. The terms "we", "us" and "our" as used in these terms and conditions mean either Thomas Cook Tour Operations Ltd or Capitol Holdings Ltd (as appropriate). Section A details the conditions, which apply if the purpose of your Arrangements is to attend an Event or you are booking an Event through us.

Our obligations in relation to Arrangements vary depending upon whether or not what you book with us is a "Package" as defined by the Package Travel, Package Holidays and Package Tours Regulations 1992 (for UK departures) or the Package Holidays and Travel Trade Act 1995 (for Ireland departures), collectively referred to in these conditions as the "Package Travel Regulations". Section B details the conditions, which apply to a Package booking. If your booking is not a Package but one where you have booked individual Arrangements or the Arrangements will cover less than 24 hours ("Day Trips"), or comprise of an Event ticket and hotel accommodation, the conditions in Section C, and not Section B will apply. Section D details the terms, which apply to any type of booking

A. Events and Event Tickets

When we book an Event ticket for you, our responsibility is limited to the arranging of the tickets. We do not have any responsibility for the supply, provision or conduct of the Event itself, and those responsible are not our suppliers. The tickets may contain important information and conditions, which you must read carefully. Tickets are non-transferable unless otherwise stated. Unfortunately, whilst rare, Events can be cancelled, postponed, rescheduled, abandoned or curtailed at short notice or even without notice. We make every effort to obtain and pass on to you up to date information regarding Events, players and tour leaders/celebrities. This information is based on details supplied to us but we cannot guarantee its accuracy or that changes will not occur. The cancellation or alteration of an Event, the non-appearance of a player or advertised tour leader/celebrity or other changes are entirely outside our control and outside our contractual responsibility and we cannot accept any responsibility for them. No refund or compensation or other sum will be paid by us

We cannot therefore accept any responsibility or pay any refund, compensation or other sum for any changes in or cancellation of any advertised or confirmed programme or itinerary, even where this involves the cancellation of an Event, which may have been your main reason for making your booking. We will always do our best to find a suitable alternative, but cannot promise to be able to do so. If however, we obtain a refund from the organiser, this will be passed on to you.

If you purchase ticket(s) for an Event other than through Thomas Cook Sport, we accept no liability for the validity of any ticket(s) you buy. If you have purchased arrangements through us but a ticket separately and the Event is cancelled or rearranged, if we are able to change our services to coincide with the re-arrangement of the Event we will inform you of the changes and any addition or reduction in costs that may apply. In some cases we will not be able to alter Arrangements and we will continue to supply the original Arrangements, which we have agreed to supply you. This applies even where there has been the cancellation of an Event, which may have been your main reason for booking.

In addition to the above, please also note the following important information:

A1. Venue Admission and Facilities

Admission to venues is controlled by the Event organiser, venue officials and/or the police. Where we provide you with a ticket for an Event, our responsibility is limited to the provision of the ticket itself and this does not guarantee your admission to the venue. Your actions or behaviour or the behaviour or actions of others may result in you being denied entry to the venue. Such circumstances are beyond our control and we accept no responsibility if this happens. We accept no liability whatsoever for either the quality of any Event or venue

facilities, or for any injury sustained in the venue or in the vicinity of the venue or during the Event (except where such injury is caused by our negligence).

Venue and Ticket regulations apply which will be stated on your ticket or available on request from the Event organiser. Security for entry to venues may be strict. You will need to allow a time to go through the security arrangements, which, depending on the Event, may involve baggage checks and/or screening.

A2. Replacement Tickets

Event organisers, clubs, venues or Thomas Cook Sport will not issue duplicate/replacement tickets. Thomas Cook accept no responsibility for lost or stolen tickets.

A3. Club/Association Membership Requirements

The issuing of Event tickets may be restricted to supporters who satisfy certain eligibility criteria as determined by clubs or associations connected with the Event. We do not determine your eligibility for tickets but we have the right to refuse to accept a booking or cancel a confirmed booking where you have failed to comply with any club/association membership requirements advised to us by the club/association. Cancellation can be made any time up to the Event and any refunds will be at the discretion of Thomas Cook Sport depending on whether Thomas Cook Sport have incurred costs in relation to the booking.

A4. Use of Event Tickets

For some Events, the Tickets we sell are for seats within a specific area/location of the venue for supporters of a designated team/club. Where this applies details will be advised at the time of booking. In these cases, Tickets are not for use by supporters of the opposing team/club. Your booking is subject to cancellation if you are found to have breached these rules in advance of your attendance at the Event, or, you will be subject to eviction from the venue if you are found to breach these rules at the venue itself. Where we sell Event tickets in combination with transport or accommodation (such as a 'Match Break'), it is a condition of sale that the transport / accommodation is used and the Arrangement is not purchased for the sole purpose of using the Event ticket. We reserve the right to withhold issuing the Event ticket if the transport or accommodation is not used.

A5. Re-Sale of Event Tickets

Event tickets purchased through Thomas Cook Sport are strictly subject to the Event organisers terms and conditions. The re-sale of Event tickets may be prohibited by the Event organiser, and in some cases, re-sale may even be illegal. You are advised to seek permission from the Event organiser before attempting to re-sell any Event tickets.

B. Thomas Cook Sport Package

The terms set out below, together with the terms set out in section D, apply when you book a Package.

B1. Your Contract and Financial Protection

Your contract for a Thomas Cook Sport Package will either be with Thomas Cook Tour Operations Limited (for UK departures) or with Capitol Holdings Limited (for departures from the Republic of Ireland). The registered details for each of these companies are as follows:

Thomas Cook Tour Operations Limited, Registered Office: The Thomas Cook Business Park, Coningsby Road, Peterborough, PE3 8SB, England, Company Registration No: 3772199 England
Capitol Holdings Limited, Registered Office: 20D Beckett Way, Parkwest Business Park, Nangor Road, Dublin 12, Ireland. Company Registration No: 163008 Ireland

Financial Protection – UK Departures:

When you buy an ATOL protected flight or flight-inclusive Package from us you will receive an ATOL Certificate. This lists the flight, accommodation and/or other services that are financially protected, where you can get information on what this means for you and who to contact if things go wrong. Thomas Cook Tour Operations Limited holds ATOL 1179 issued by the Civil Aviation Authority. We will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer, where applicable). For further information visit the ATOL website at www.atol.org.uk. All bookings made with us are made via a travel agent, and payments you make

to that agent will be held by the agent on behalf of and for the benefit of the Trustees of the Air Travel Trust at all times, but subject to the agent's obligation to pass on such payments to us for so long as we continue to trade. In the unlikely event of our failure, any of your payments held at that time by the agent or any payments subsequently accepted from you by the agent, is and continues to be held by the agent on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us.

Financial Protection – Departures From the Republic of Ireland:-

Capitol Holdings Limited has observed the financial bonding requirements of the Commission For Aviation Regulation (CAR) in relation to the provision of Packages departing from the Republic of Ireland. Capitol Holdings Ltd holds CAR licence number 066. These arrangements ensure that payments made by you to Capitol Holdings Ltd for your Package would be refunded or you would be repatriated in the unlikely event of the insolvency of Capitol Holdings Ltd.

B2. Price Changes After Booking (Surcharges)

Changes in transportation costs, including the cost of fuel, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports and exchange rates mean that the price of your Package may change after you have booked. However there will be no change within 30 days of your departure. We will absorb and you will not be charged for any increase equivalent to 2% of the price of your Package, which excludes insurance premiums and any amendment charges. You will be charged for the amount over and above that 2%, plus an administration charge of £1.00 per person (or Euro equivalent) together with an amount to cover agents' commission. If this means that you have to pay an increase of more than 10% of the price of your Package (excluding insurance premiums and amendment charges), you will have the option of accepting a change to another Package if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid, except for any amendment charges.

We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your final invoice. Should the price of your Package go down due to the changes mentioned above, by more than 2% of your Package cost, then any refund due will be paid to you. However, please note that Packages are not always purchased in local currency and some apparent changes have no impact on the price of your Package due to contractual and other protection in place.

B3. Changes Made By Us Before The Start Of Your Arrangements

From time to time we may have to change details of the Package you have booked. If any change will have a significant effect on your Package, we will tell you about it before your Package, if there is time. Changes we will tell you about include:

- Change of your UK or Ireland departure airport (except a change between London airports including Gatwick, Heathrow, Stansted, Luton)
- A change of more than 12 hours to the time you leave the UK or Ireland or your destination
- A change of the time you are due to arrive at your Event venue so that you will miss the Event or the start of the Event;
- If we downgrade your accommodation by a lower official rating

If you do not want to accept a significant change, which we will tell you about before the start of your Arrangements, we will, if we are able to do so, offer you an alternative Package of equivalent or closely similar standard and price at no extra cost, or a less expensive Package, in which case we will refund the difference in price. If you do not wish to take the alternative we offer you, you can choose a different Package offered for sale by us and pay, or receive a refund of, any price difference. Or, if you prefer, you can cancel your Package and receive a full refund of any money you have paid to us, except for any amendment charges. We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy.

Unless the change is as a result of circumstances listed section D9 below headed 'Circumstances Beyond our Control', we will pay you compensation as shown in the table below. If you accept the significant change or amend to a different Package offered for sale by us you will receive compensation as per Option 1 in the table below. If you reject the significant change and cancel your booking you will receive compensation as per Option 2. The amounts in the table are by way of guideline only and may in appropriate circumstances be increased.

Period of notice we give you or Your travel agent before departure	Compensation* for each full fare paying passenger	
	Option 1	Option 2
57+ days	£0	£0
56-43 days	£10	£5
42-29 days	£20	£10
28-15 days	£30	£15
14-0 days	£40	£25

*Compensation for Ireland departures will be paid in the equivalent Euro (€) value to the amounts in the table.

B4. Minor Changes By Us Before The Start Of Your Arrangements

Any change, which is not deemed to be significant, as outlined in the section entitled 'Changes made by us before the start of your Arrangements', will be classed as a minor change. We will endeavour to tell you about a minor change before your Arrangements commence however, we will not pay compensation as a result of this change.

B5. Transport Delays

Transport delays sometimes occur. We work closely with the transport operators and overseas offices to make sure any delay is as short as possible. When a delay occurs we will try to make sure refreshments or meals are provided when appropriate. We will not do this ourselves as such arrangements will normally be the responsibility of the airline/train operator. If you have taken out our recommended holiday insurance or a comparable policy you should have cover against delays.

B6. Our Liability to You

(i) Our obligations, and those of our suppliers providing any service or facility involved in your Package, are to take reasonable skill and care to arrange for the provision of such services and facilities and, where we or our supplier is actually providing the service or facility, to provide them with reasonable skill and care. Compliance with any applicable regulatory requirements (such as, for example, those of the Civil Aviation Authority) will be proper performance of our, and our suppliers', obligations. Conversely, however, reasonable skill and care does not necessarily mean compliance with each and every local law and regulation particularly where these impose absolute obligations. You must show that reasonable skill and care has not been used if you wish to make any claim.

(ii) For claims, which do not involve death or personal injury, we accept liability, subject to paragraph (i) above and (v) below, should any part of your Package not be as described in this Guide or elsewhere by us before you leave the UK or Ireland. If we have liability, we will, subject to paragraph (vi) and clause D12 and D14 below, pay you reasonable compensation.

However, the maximum we will pay you in any circumstances is twice the price of the Package. This maximum will only be payable when every aspect of your Package has gone wrong and you have not received any benefit from your Package. Any sums received by you from suppliers, will be deducted from any sum paid to you as compensation by us.

(iii) For claims, which involve death or personal injury as a result of an activity forming part of your Package, we have liability subject to paragraph (i) above and (v) below. If we accept liability, we will, subject to paragraphs (vi) and (vii) and clause D12 below, pay you reasonable compensation.

(iv) We accept liability in accordance with paragraphs (i), (ii) and (iii) above and subject to paragraphs (vi) and (vii) and clause D12 below except where the cause of the failure in your Package or any death or personal injury you may suffer is not due to any fault on our part or that of our servants, agents or suppliers, and is either attributable to you, or attributable to someone unconnected with the Package and is unforeseeable or unavoidable, or due to unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which neither we, nor our servants, agents or suppliers could have foreseen or forestalled.

(v) You are obliged to assist us in recovering from any third party any sum, which may compensate us for any sums we pay you. In particular, you are obliged to assign to us any rights that you may have against any other person whose acts or omissions have caused or contributed to our legal liability to pay you compensation. You must also provide us with all assistance we may reasonably require. Finally, you must follow the procedures for the notification of complaints set out in the clause below entitled "If you have a complaint".

(vi) Should you become ill while on your Package, you must, in addition to reporting your illness to your accommodation provider, consult a local doctor and also consult your GP upon your return to the UK or Ireland. Should you then wish to make a claim against us as a result of that illness, you must provide us with details of both the local doctor whom you saw and your GP, together with written authority for us to obtain a medical report from both those doctors.

(vii) If you or any member of your party suffers illness, injury or death, through misadventure, as a result of any activity which does not form part of your contracted Package arrangements, we will provide you with all reasonable assistance. This assistance may include our making a contribution towards your initial legal costs in taking action against the person(s) responsible providing you request this within 90 days of the incident in question. All assistance (financial or otherwise) is subject to our reasonable discretion and a maximum total cost to ourselves of £5,000 per booking (or equivalent Euro amount). If you are entitled to have any costs and expenses arising from such an incident met by or from any insurance policy or if you obtain a costs order against anyone in relation to the incident, you must repay to us the costs and expenses we spend in assisting you.

(viii) Other than as set out above, and as is detailed elsewhere in these booking conditions, we shall have no legal liability whatsoever to you for any loss, damage, personal injury or death which you suffer arising directly or indirectly from any aspect of your Package.

B7. Airline Collapse

In the unlikely event that the airline with which you are travelling ceases to trade whilst you are abroad, you must contact us at the earliest opportunity to allow us to seek to find you an alternative return flight. We shall not be liable for any costs you incur in making your own return flight arrangements if you have not given us the opportunity to arrange an alternative flight home for you.

C. Individual Arrangements, Day Trips and/or Ticket & Hotel Breaks

Where you choose to book individual Arrangements, and/or where the Arrangements you book cover a period of 24 hours or less ("Day Trips"), or involve accommodation and an Event ticket (sometimes referred to as "Match Breaks") the conditions which particularly apply to such a booking, are detailed below and in section D.

C1. Price Changes After Booking

Price increases may occur any time prior to departure, you will be liable to pay any such increases in full. If, before you book, we know of circumstances that may cause an increase in the price of your booking after you have paid, we will endeavour to provide details to you. For example, this may include extra costs associated with repositioning aircraft or changes in supplier costs advised at short notice.

C2. Our Liability to You

Our obligations under our contract are limited to using our reasonable skill and care to arrange for the provision of the transport services and/or accommodation included in your booking by independent third parties. We have no responsibility or liability for the provision of the actual transport services, accommodation or the Event or for the acts or omissions of the transport/accommodation provider concerned or any of its/their employees, agents, suppliers or subcontractors. The transport provider's conditions of carriage will apply to your contract (see 'Suppliers Conditions' in section D). We are not an airline or air carrier, or train, coach or ferry operator and do not enter into a contract for carriage with you. We do not provide or undertake to provide any transport services; we simply agree to arrange these where included in your Arrangements. Except in the case of death or personal injury caused by our negligence, our maximum liability if we are found to be at fault in connection with our contractual obligations to you is limited to twice the cost of your confirmed booking. However, in the event that we are found liable in relation to any transport services or for any transport provider's acts or omissions in any respect or on any basis whatsoever, the maximum amount we will have to pay you will be limited to the maximum amount the transport provider would have to pay you in accordance with applicable International Convention(s) or Regulation(s) as stated in section D12 below titled 'International Conventions'.

When making any payment to you, we are entitled to deduct any money, which you have received or are due to receive from the transport provider for the complaint or claim in question.

C3. Changes Made By Us Before The Start Of Your Arrangements

From time to time we may have to change details of the Arrangements you have booked. If any change will have a significant effect, we will tell you about it before your Arrangements commence, if there is time.

Changes we will tell you about include:

- Change of your UK or Ireland departure airport (except a change between London airports including Gatwick, Heathrow, Stansted, Luton)
- A change of more than 12 hours to the time you leave the UK or Ireland or your destination
- A change of the time you are due to arrive at your Event venue so that you will miss the Event or the start of the Event;
- If we downgrade your accommodation by a lower official rating
- In the case of 'Match Breaks', a re-schedule to the time the Event is due to commence so that it now takes place more than 36 hours from the time stated when you booked.

If you do not want to accept a significant change, which we will tell you about before the start of your Arrangements, we will, if we are able to do so, offer you an alternative Arrangement of equivalent or closely similar standard and price at no extra cost, or a less expensive arrangement, in which case we will refund the difference in price. If you do not wish to take the alternative we offer you, you can choose a different Arrangement offered for sale by us and pay, or receive a refund of, any price difference. Or, if you prefer, you can cancel your Arrangement and receive a full refund of any money you have paid to us, except for any amendment charges. We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy.

Unless the change is as a result of circumstances listed in section D9 below headed 'Circumstances Beyond our Control', we will pay you compensation as outlined in the table contained in section B3.

C4. Minor Changes By Us Before The Start Of Your Arrangements

Any change which is not deemed to be significant, as outlined in the section entitled 'Changes made by us before the start of your Arrangements', will be classed as a minor change. We will endeavour to tell you about a minor change before your Arrangements commence however, we will not pay compensation as a result of this change. When you book a 'Match Break', accommodation will be reserved for you on either the night before or the night of the scheduled date of the fixture. Where a fixture is rescheduled for any reason whatsoever to a kick-off time within 36 hours of the previously confirmed time, we will, subject to availability, offer you the option to change the night of your accommodation booking to coincide with the fixture change. If the price of the new arrangements is higher, this must be paid by you, if lower, we will refund you the difference in price. This change does not constitute a significant change and no refund will be payable if you cancel your Match Break.

D. All Bookings

For some arrangements, we may allow you to advance register or apply to make a booking – you may be required to sign and return our booking form and a deposit may be payable. This does not guarantee we will confirm your booking, only that you have made a request for a booking to be made and accept our terms and conditions. We may change or withdraw the Arrangements during the registration/application period in which case we will offer you a refund of any deposit paid.

For all bookings as described in Section B and/or Section C above, a contract will exist between you and us when we issue a confirmation invoice/receipt/e-mail. This is with the exception of certain bookings whereby a contract will exist between you and us when we receive your signed copy of the Thomas Cook Sport Booking Form and, subject to the arrangements being available at the price stated, the booking being made.

The person who signs the booking form or completes the booking online or over the telephone is the 'lead name'. He or she must be a minimum age of 18 and is responsible for payment of the total booking price, and subsequent cancellation/amendment charges that may be payable. He/she also agrees to provide accurate and full information to the remainder of the traveling party in relation to the booking, including any changes thereto and confirms that all the other members of the party, including any that may be added at a later date agree to be bound by these conditions, and all other information on our website and brochure (as applicable).

D1. Price Changes Before Booking

All Events and Arrangements we advertise are subject to availability. We reserve the right to vary prices according to the demand for our Arrangements. Prices you may have seen on our promotional adverts, brochures or e-mails are subject to change. When you make a search on our website for specific Arrangements, our website will then check the live availability and price, therefore please allow for changes to occur before your final price is confirmed.

D2. How will we contact you after your booking is confirmed

After booking we may communicate with you by e-mail (if you have booked online or given us an e-mail address we may use to contact you), by post or by telephone (unless you booked via your travel agent or team travel club in which case all communications will be sent to your travel agent or team travel club). By making your booking or enquiry online or otherwise providing us with an e-mail address, you authorise us to contact you in relation to your booking or enquiry using the e-mail address you have used to contact us or which you have otherwise provided. You must accordingly check your e-mails on a regular basis, especially in the days leading up to the Event and if a change to an Event (including the date/time of an Event) is publicised. Short notice alterations or cancellations can sometimes occur and when we communicate any change to your booking, we will require a prompt response from you, particularly if any such change is not acceptable to you. Not all communications can go by e-mail. We may also contact you by post or by telephone if, for example and for whatever reason, we have difficulty contacting you by e-mail.

D3. Payment terms

Payment terms may vary depending on the arrangements you book and the time in which you book. We may, depending on the suppliers we use, require a deposit at the time of booking followed by full balance payment by a specified date. In other cases we may require a set number of instalments to be paid before the final balance. For some bookings, particularly those made close to departure, full payment will be required at the time of booking. You will be advised at the time of booking what payment is required for the arrangements in question. Please note failure to pay on time will result in cancellation and we will retain any money you have paid up to that point. If you are purchasing a travel insurance policy through us, the premium for this will also be payable at time of booking.

D4. Method of Payment

We accept all major credit cards and debit cards. Customers choosing to pay by credit card will be subject to a credit card handling fee of which will be advised at the time of booking.

D5. Insurance

It is a condition of our contract with you that you have suitable insurance cover for all bookings, which involve overseas travel. Even where you book a domestic arrangement we strongly recommend you arrange appropriate cover. Where insurance is obligatory, you must if requested by us provide us with the name and address of the insurance company from which you have purchased suitable alternative cover. If you purchase Thomas Cook insurance and decide that the cover provided does not meet your specific requirements, you may return the certificate to us within 14 days of purchase and a full refund of the premium will be made to you provided you have not travelled and have not made or are intending to make an insurance claim. If you cancel your Thomas Cook insurance, you must immediately arrange for alternative cover.

D6. Changes you make before your Arrangements commence

If you want to change the arrangements you have booked in any way, we will try to help you, although we cannot guarantee that we will always be able to do this as changes are subject to availability at the time and to our suppliers and the Event organisers terms and conditions. In some cases where Event tickets are included in your Package, any restrictions on the transfer of Event tickets to another person may also mean you are restricted from changing linked Arrangements. Please note that typically changes to transport and Event tickets are very restrictive. Where we can make a change, we will charge for any additional services, facilities, or other items changed, at the price, which applies on the day the change is made. In addition, we will also apply charges for each person on the booking and for each item you want to change as shown in the table below. Any booking discount you may have received at the time the original booking was made, may be altered or reduced whenever changes are made. If you have paid supplements for accommodation and the number of people in your accommodation changes, you may have to pay extra and may lose any free or reduced infant and child places or any free group places. And remember any change to your booking (such as, departure date, airport, accommodation, or length of stay) has to apply to all members of your booking.

The costs shown are in £'s per change per person. For Ireland departures the equivalent € amount will apply.

	Notice given more than 56 days	Notice given 56 days or less
Transport (e.g. Air/Sea/Road/Rail)	£30 a change	£40 a change
Date of travel (see Note 1)	£30 a change	Cancellation charges – see 'Cancellation By You'
Destination Airport	£30 a change	Cancellation charges – see 'Cancellation By You'
Name Change (see Note 2)	£30 a change	£40 per name change
Note: the transport provider may impose additional charges of up to 100% of the ticket cost; any such charges will be in addition to the amendment fees listed above – see the Exception in the section "Cancellation By You" below.		
Accommodation	£30 a change	£40 a change
Optional Extras (See Note 3)	The greater of £25 or Loss of deposit	Cancellation charges – see 'Cancellation By You'

Note 1: It is not possible to transfer your booking to different Arrangements more than 3 months after your original Arrangements were due to commence without incurring cancellation charges.

Note 2: All names must be entered at the time of booking. If names are not confirmed at the time of booking and entered as "TBA" (or similar), a name change fee may apply when supplying the actual name of the person attending. In some cases (for example, Arrangements including a scheduled flight), name changes (including initial changes), can be treated by such suppliers as a cancellation and rebooking, regardless of the period of notice given to us. If the supplier treats the change as a cancellation and rebooking we will pass on to you the cost imposed by the supplier, which could be up to 100% of the transport element of your booking and you must also pay the charge listed in the table above. You are not permitted to change all the names on any booking and at least one of the passengers (over 18) on the original booking must remain, unless you are prevented from travelling for reasons beyond your control and not simply from a change of mind.

Note 3: When we refer to 'Optional Extras', we mean anything you choose to add to your booking that is additional to the inclusive transport and accommodation arrangements you book. For example, car hire. If you cancel any Optional Extras for which there is a cost, we will apply the charges above. If you cancel any Travel insurance you booked through us your premium will not be refunded, as cover under the policy will already have begun.

D7. Cancellation By You

The lead name on the booking must give notice to cancel, either in writing or by telephone. We will only accept instruction from the lead name. The charges shown below apply from the date we receive the notice at our offices or the travel agent activates the cancellation. In order to cover our expected losses from the cancellation of the booking, cancellation charges must be paid by you if you or anyone travelling with you cancels. If any member of the booking cancels and you cannot fill that person's place, you may have to pay additional supplements for your accommodation. For example, you may have to pay single or under-occupancy supplements. If you do cancel, you must still pay any insurance premiums, card charges and amendment charges, which arose before the cancellation, and any deposits paid for any pre-booked items or services.

Cancellation for UK Football Ticket & Hotel Breaks (including "Match Breaks"): the following scale of charges applies unless stated otherwise at the time of booking.

Time we receive your notice to cancel before your break commences	Cancellation charge
More than 56 days	Loss of deposit or 20%, whichever is greater.
56-29 days	50% of the cost of your booking
28-22 days	70% of the cost of your booking
21-15 days	90% of the cost of your booking
14 days or fewer	100% of the cost of your booking

Cancellations of all other Arrangements: Cancellation of Arrangements you book in connection with all other sporting Events can result in up to 100% cancellation charges regardless of the notice period given to us. In most cases the deposits, instalments or balances we collect will reflect the payments we are required to make to our suppliers. These payments may be higher than our suppliers typically charge at other times of the year due to the high demand for services in connection with different Events, particularly those relating to major Events such as, for example, World Cup or European Finals. In order to cover the costs we incur from your cancellation, these charges will be passed on to you. Unless otherwise advised when you book, all payments you are required to make are non-refundable.

Please note, for UK departures, the price of your Arrangements (provided that it includes a flight), includes the amount (currently £2.50 per person), which we are required to pay to the CAA as part of the ATOL Protection Contribution ("the APC Sum"). In the event that you cancel your booking the APC Sum in the Holiday cost is not refundable in any circumstances

D8. Cancellation By Us

On rare occasions, we may need to cancel your Arrangements if there is insufficient demand for your particular Arrangements or if you have failed to meet club/team eligibility criteria for tickets. If we have to cancel Arrangements for any particular reason, we will tell you as soon as reasonably possible. In these circumstances, we will, if we are able to do so, offer you an alternative Arrangement of equivalent or closely similar standard and price at no extra cost, or a less expensive Arrangement, in which case we will refund the difference in price. If you do not wish to take the alternative we offer you, you can choose another offered for sale by us and pay, or receive a full refund of, any price difference. Or, if you prefer, you can receive a full refund of any money you have paid to us, except for any amendment charges. We will consider an

appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy. We can also cancel if you fail to make payment for your booking on time.

D9. Circumstances Beyond Our Control

Except where we say differently elsewhere in these conditions, we cannot pay any compensation, reimburse expenses, or cover losses for any amount or otherwise accept responsibility if, as a result of circumstances beyond our control, we have to change the arrangements you have booked with us after your Arrangements start, or we, or our suppliers, cannot supply your arrangements, as we, or they, had agreed, or you suffer any loss or damage of any description. When we refer to circumstances beyond our control, we mean any situation that we, or the supplier in question, could not foresee or avoid, even after taking all reasonable care. This particularly applies where circumstances beyond our control lead to the cancellation of Events or to the rearrangement or re-scheduling of Events so that they do not coincide with your other Arrangements and we are unable to change your Arrangements or you are unable to take any changed Arrangements we can offer – see section A above for further details. Such changes or cancellations of Events at the request of, for example, sports associations, police or other local authorities, television/radio broadcasters will be a circumstance beyond our control. Circumstances beyond our control will also usually include, but are not limited to; war, terrorist activity, civil unrest, industrial dispute, vandalism, road traffic accidents/congestion, bad weather (actual or threatened) and significant building work ongoing outside of your accommodation, which is not known to us in advance of your departure date and building work from a third party (such as resort development).

D10. Changes Made After The Start Of Your Arrangements

If, after the start of your Arrangements, a significant part of your pre-booked Arrangements cannot be provided, you will be offered a suitable alternative if possible. If it is not possible to offer you a suitable alternative or, for good reasons, you do not accept the alternative Arrangements, we will return you to the place of your departure. Please note that any cancellation of, or change to, an Event, whether or not part of your booking, will not create any obligation on our part to arrange or in any way provide an earlier departure. If appropriate, we will also pay you compensation, unless your return has been due to circumstances beyond our control. The amount of compensation will be reasonable, taking account of all the circumstances.

D11. Suppliers' conditions

Our third party suppliers have their own booking conditions and conditions of carriage, and you will be bound by these, so far as the relevant supplier is concerned. Our suppliers' conditions will also apply to your contract with us, and in the event of any conflict between the suppliers' conditions and our conditions, the suppliers' conditions will prevail, save to the extent that any term in the suppliers' conditions is deemed to be invalid or unenforceable, in which event our conditions will prevail. Some of our Suppliers' conditions may limit or exclude liability on the part of the relevant supplier, and, by virtue of their application to your contract with us, may also limit or exclude our liability to you, and they are often subject to international conventions. Where relevant, copies of such conditions may be available for inspection at the office of the relevant supplier.

D12. International Conventions

If any international convention applies to or governs any of the services or facilities arranged or provided by us, or provided by any of our suppliers, and you make a claim against us of any nature arising out of death, injury, loss or damage suffered during or as a result of the provision of those services or facilities, our liability to pay you compensation and/or the amount (if any) of compensation payable to you by us will be limited in accordance with and/or in an identical manner to that provided for by the international convention concerned (in each case including in respect of the conditions of liability, the time for bringing any claim and the type and amount of any damages that can be awarded). International Conventions which may apply include: in respect of international air travel, the Warsaw Convention 1929 (including as amended by the Hague Protocol of 1955 and by any of the additional Montreal Protocol of 1975) or the Montreal Convention 1999; in respect of rail travel, the COTIF Convention for International Carriage by Rail 1980 (as amended); in respect of carriage by sea, the Athens Convention 1974; in respect of carriage by road, the Geneva Convention 1973; and, in respect of hotels, the Paris Convention 1962. You can get copies of the relevant conventions if you ask us. For the avoidance of doubt, this means that we are to be regarded as having all benefit of any limitations of compensation contained in any of these conventions or any other international conventions applicable to your Arrangements.

D13. Flight and Other Travel Timings

Flight, Rail and other transport timings are provided by airlines / train and other transport operators and are subject to Air Traffic Control and Network Rail restrictions, as applicable. Local Police Authorities and safety officers may also influence the timing and routing of transport schedules particularly where Events involve large numbers of spectators and crowd control is necessary. All means of transportation are subject to weather conditions and the need for constant maintenance and the ability of passengers to check in on time.

There is no guarantee that transport will depart or arrive at the times stated on any itinerary or tickets, which you receive. All timings are estimates only, and we do not have any liability to you for any delay, which may arise, or for any schedule alterations.

D14. Denied Boarding

Where a flight ticket is downgraded or a flight cancelled, delayed, or boarding is denied by any carrier in circumstances which would entitle you to compensation under the Regulation (EC) 261/2004, then you are obliged to claim the appropriate sums pursuant to those Regulations from the carrier. Any sums received by you in this respect constitute the full amount of your entitlement to compensation for all matters flowing from the carrier's actions and which fall within the scope of the Regulation (EC) 261/2004. If, for any reason, you do not claim against the carrier and make a claim for compensation from us, you must, at the time of payment of any compensation to you, make a complete assignment to us of the rights you have against the carrier in relation to the claim that gives rise to that compensation payment.

D15. Excursions

Excursions include, but are not restricted to, any sightseeing trips or other tours. Excursions can be booked and/or paid for overseas ("Overseas Booked Excursions") or pre-booked and paid for before you go ("Pre-booked Excursions"). We do not provide Overseas Booked Excursions or Pre-booked Excursions and they are supplied by third party suppliers and are subject to the clause "Suppliers' Conditions" at section D11 above. Excursions do not form part of your Package and are not governed by the Package Travel Regulations with the exception of selected Pre-booked Excursions. Only Pre-booked Excursions which are included in the advertised Package price of your trip and which are not sold separately as an optional add-on to your Package at a later time are governed by the Package Travel Regulations. We do not have any responsibility or liability whatsoever for anything which may go wrong on Excursions which do not form part of your Package. We, our servants, employees or agents are acting depending upon the actual Excursion, either as agents for the relevant Excursion supplier or as agent for you. In any event the contract for any Excursion is between you and the Excursion provider, unless the Excursion forms part of your Package. It is your responsibility to note carefully any conditions of contract contained in any Excursion literature, ticket or receipt you are given.

D16. Complaints

If you are not satisfied with any aspect of your Arrangements please complain as soon as possible to the relevant person (for example, the hotel management). If they cannot help you must contact us on the telephone number supplied to you on your invoice/receipt and we will do everything reasonably possible to sort the problem out. If you are still not satisfied please write to our offices in the UK within 28 days of returning home. If you have special needs, which prevent you from writing to us then, where possible, we will accept details of your complaint over the telephone.

For UK departures, the address to send complaints to is:	For Ireland departures, the address to send complaints to is:
Operations (Customer Relations) Thomas Cook Sport 2nd Floor 1 Tabley Court Stamford Street Altrincham WA14 1EZ E-mail : operationsmanchester@thomascooksport.com	Customer Relations Department Thomas Cook Sport Capitol Holdings Ltd 20D Beckett Way, Parkwest Business Park, Nangor Road Dublin 12

We would point out that failure to follow the above procedures and/or failure to complain within 28 days of your return, may reduce or extinguish any rights you have to claim compensation from us, or from any relevant supplier. Any such rights will be reduced or extinguished if, had you followed the above procedures, you or we could have taken steps to reduce any loss or damage suffered or entirely prevented it from being suffered.

It is difficult and sometimes impossible properly to investigate a complaint if we are not told about it reasonably quickly once your trip is over. Your right to claim compensation may also be reduced or extinguished, should any delay in your complaint being notified during or after your trip, prevent us from carrying out a proper investigation. We aim to resolve all complaints ourselves, but if this is not possible your complaint can be considered under a dispute resolution scheme devised by ABTA and administered by CEDR Solve, (or in Ireland under the Arbitration Rules of the Chartered Institute of Arbitrators – Irish Branch). We will give you details of this scheme if you ask.

D17. Passports & Visas (British & Irish Citizens) and Health Requirements

It is your responsibility to ensure that you and all those travelling with you have a valid passport and any necessary visa and that you have obtained any necessary vaccinations to gain entry to any country you are visiting. It can often take some time to obtain a passport or visa therefore you should apply well in advance. General information on passport and visa requirements for British Citizens is available through our website. However, passport and visa regulations and health requirements can change at any time, therefore, we recommend that you check passport/visa requirements with the UK Passport Office (www.direct.gov.uk/passports) or with the Embassy or Consulate of the country you intend to visit and that you consult your GP. Travel advice, including health requirements can also be obtained from the UK Foreign Office (www.fco.gov.uk) and Irish Foreign Affairs (www.foreignaffairs.gov.ie). Also, visit websites such as www.nathnac.org and www.hpa.org.uk for information. If you are visiting a European Union (EU) country you should obtain a European Health Insurance Card (EHIC) or in Ireland an E111 form from your local health board, and take it with you when you travel. The EHIC can be obtained free of charge by completing an application form available from main Post Offices and from www.dh.gov.uk/travellers. Please note, the EHIC is in addition to Travel Insurance, not instead of it. We will have no liability to you if you or any member of your party travel without the correct passport and visa or without the necessary vaccinations, and you will have to pay to us any costs which we incur through helping you because of any such failure on your part.

D18. Special requests:

If you have a special request for anything that is not automatically part of the Arrangements you book through us, please advise us when you book and we will pass this information on to the companies we work with. We may acknowledge your request which confirms we have received it and does not guarantee that we, or the relevant supplier, can meet with your request. Where possible they will try to help you, but we cannot guarantee any request unless we also confirm the request separately in writing. We must emphasise that, verbal confirmations of special requests cannot be taken as a guarantee that they will be met e.g. special meal types on flights

D19. Disabled Travellers and Passengers with Reduced Mobility

We cannot be held responsible if you fail to tell us about special needs/requirements that will affect any Arrangements you book and this means we will not compensate you. For customers who require support, advice or assistance prior to booking or more information about specific Arrangements and venues please contact us. If you have a medical / mobility problem / condition or disability which may affect your ability to use or access Arrangements or venues, please tell us before you confirm your booking.

D20. Information Accuracy

Descriptions of accommodation, destinations, facilities and services we provide are based on information obtained from our suppliers. Sometimes the facilities described will be withdrawn for reasons such as maintenance, bad weather or lack of demand from guests. Where our suppliers advise us about significant changes to descriptions or about the withdrawal of any significant facility, we will tell you as soon as possible. Some activities or facilities, may not be available when you travel. There may be a charge for some facilities, for example, mini-bars, safety deposit boxes and air-conditioning. In some places there is a possibility you will be disturbed by noise from less considerate groups, so please bear this in mind when choosing your destination and accommodation. Any transfer times we quote are approximate and, depending on circumstances, the journey time to your destination may be longer.

D21. Data Protection

By making a booking with us, you agree we may use and disclose the information you provide for the following purposes: to enable us to process your booking (which will include passing your information to third party suppliers, such as hoteliers, airlines, sporting clubs/associations and venues, and may involve sending your information to countries that do not have an equal level of privacy legislation to that in the UK); for market research and analysis purposes; for improving customer service; for the detection and prevention of fraud or other crime (which may include providing your information to sporting clubs/associations or the police in connection with the unauthorised sale or disposal of tickets, or to organisations such as Banks and credit card companies); for compliance with legal requirements (which will include passing your information to public authorities such as customs and immigration) and for marketing contact by means of post or telephone to provide you with offers, products and services from companies within the Thomas Cook group and carefully selected third parties. If you purchase travel insurance from us, we will need to pass your personal data (including sensitive personal data and personal/sensitive data relating to other members of your travelling party) to the insurance company. Telephone calls to/from ourselves may be recorded for training and quality purposes and for preventing/detecting crime. If you have booked with us via a web site, or if you have chosen for us to contact you by e-mail, we will communicate with you using the e-mail address you have provided to supply you with your travel documentation. We are entitled to assume that the e-mail address you have provided is correct and that you understand and accept the risks associated with using this form of

communication. Please note that you may still need to contact us by post or via our call centre as required by our booking conditions. If you wish to make a data subject access request for a copy of any personal data we hold on you, please write to: The Company Secretary, Thomas Cook Group UK Ltd, UK Legal Department, Unit 17 Coningsby Road, Peterborough, PE3 8SB. If you wish to opt out of receiving marketing communications from us, please advise one of our sales consultants or make the appropriate opt out choices on the website when you book.

D22. Your Responsibility

We want all our customers to have an enjoyable and carefree trip. But you must remember that you are responsible for your actions and the affect they may have on others. If we (or another person in authority) believe your actions could upset other customers, our suppliers or our own staff, or put them in danger, your Arrangements may be ended and this could mean we or our suppliers may either ask you to leave your booked accommodation, or offload you or prevent you from boarding the aircraft or other means of transport. Our suppliers will deny boarding or impose additional conditions of carriage on any passenger who, for example, is intoxicated and/or disruptive or found to be smoking on board the aircraft or other means of transport. If this happens, we will not pay compensation, make refunds, or cover any expenses you suffer as a result. We will hold you and the members of your travelling party jointly and individually liable for any damage to the accommodation, furniture, apparatus or other materials located within the accommodation, together with any legal costs we incur in pursuing a claim. It is your duty to report any breakages, defects or damage to an appropriate person immediately. You also have a duty to act responsibly at the Event. Venue officials or the police may refuse your entry or eject you from the venue if you are or are suspected to be intoxicated, or abusive or your actions/behaviour is felt to be inappropriate or in breach of the club or venue's rules, this includes supporting the opposing team for which your ticket relates. In this event, Thomas Cook Sport cannot become involved in any dispute and you may be prevented from using the transport services or have additional conditions of carriage imposed on you. If this happens, we will not pay compensation, make any refund, reimburse any expenses you suffer as a result or otherwise have any liability to you.

D23. Financial Protection

Flights & Flight inclusive Packages: The flights and flight inclusive package holidays departing from the UK provided by us are financially protected by the ATOL scheme, since we hold an ATOL granted by the Civil Aviation Authority. The Thomas Cook Tour Operations Ltd ATOL number is 1179. When you buy a flight or a flight inclusive package holiday from us you will receive an ATOL Certificate which lists the travel services included in that package holiday that are financially protected, where you can get information on what this means for you and who to contact if things go wrong - see www.atol.org.uk for more details. We will provide you with the travel services listed on the ATOL Certificate (or a suitable alternative in accordance with our contractual/legal obligations to you). In the unlikely event we are unable to do so due to our insolvency, an alternative ATOL holder may provide you with the travel services you have purchased at no extra cost to you. You agree to accept that in those circumstances, the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it may not be possible for the CAA to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL Scheme (or against your credit card issuer, where applicable). For further information visit the ATOL website at www.atol.org.uk. All bookings made with us are made via a travel agent, and payments you make to that agent will be held by the agent on behalf of and for the benefit of the Trustees of the Air Travel Trust at all times, but subject to the agent's obligation to pass on such payments to us for so long as we do not fail. In the unlikely event of our failure, any of your payments held at that time by the agent or any payment subsequently accepted from you by the agent, is and continues to be held by the agent on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us. For bookings that depart from the Republic of Ireland, Capitol Holdings Ltd have observed the financial bonding requirements of the Commission for Aviation Regulation (CAR) in relation to the provision of all our Packages from Ireland and holds CAR licence number 066.

Accommodation & Ticket: We hold a bond with ABTA, which protects the money you have paid us in the event of our insolvency.

Please note, not all arrangements we sell are financially protected, such as accommodation on its own, or only a ticket. Please ask for details.

D24. Law and Jurisdiction

For all arrangements you book with us (except where you make your booking in Ireland), your contract will be governed by English law and any disputes will be dealt with in the courts of England and Wales. If you live in Northern Ireland or Scotland, the courts of Northern Ireland or Scotland (as appropriate), can deal with any

disputes. For bookings made in Ireland, your contract will be governed by Irish law and disputes will be dealt with in the courts of Ireland.

November 2012



CRICKET AUSTRALIA

2012-13

CONDITIONS OF TICKET PURCHASE AND ENTRY TO THE VENUE

NOTICE TO ALL PATRONS

It is a condition of a person's ticket purchase and/or entry to the Venue (including all areas under the control of the Venue owner or hirer, the "Venue") for matches forming part of Cricket Australia's 2012-13 international cricket season that the person agrees:

1. not to bring into the Venue any photographic, video or audio recording equipment for any purpose other than private non-commercial purposes, which may include, without limitation, smart phones (including iPhones, Androids etc.), video and/or audio recorders, camera tripods, monopods or lenses with a total-focal strength of greater than 200mm and commercial digital video equipment;
2. not to (i) make any recording or take any photograph for anything other than private non-commercial purposes or (ii) sell, license or otherwise publish (including via twitter or facebook or any other social media site), disseminate or reproduce (or permit such), whether in whole or in part, any recordings taken or made inside the Venue (including, without limitation, photographs, video recordings or sound recordings) without the prior written consent of Cricket Australia;
3. not to broadcast or narrowcast by any means whatsoever (including, without limitation, by way of mobile telephone, modem or other wireless device) any images, sounds, data, results or commentary of or concerning any of the matches or other activities at the Venue without the prior written consent of Cricket Australia;
4. not to (i) re-sell any tickets to the matches played at the Venue at a premium or (ii) use any of them for advertising, promotional or other commercial purposes without the prior written consent of Cricket Australia or (iii) re-sell to any third party who will, or is likely to, re-sell any such tickets at a premium or use any of them for advertising, promotional or other commercial purposes without the prior written consent of Cricket Australia. **Note:** if the ticket is sold or used in contravention of this condition, the bearer of the ticket will be denied admission to the Venue;
5. to be bound by all terms of the 2012-13 Cricket Australia National Refund Policy, the provisions of which can be viewed on the Cricket Australia website www.cricket.com.au;
6. not to (i) wear or otherwise display commercial, political, religious or offensive signage or logos or engage in ambush marketing generally, or (ii) sell or distribute any goods or services or any other matter or thing, or (iii) collect money or orders from other patrons for goods or services without the prior written consent of Cricket Australia, or (iv) distribute political, religious, advertising or promotional material, in each case without the prior written consent of Cricket Australia;
7. not to engage in any conduct, act towards or speak to any player, umpire, referee or other official or other patron in a manner which offends, insults, humiliates, intimidates, threatens,

- disparages or vilifies that other person on the basis of that other person's race, religion, colour, sexual orientation, descent or national or ethnic origin;
8. that no alcohol, glass, cans, firearms, weapons, fireworks or other items deemed or considered dangerous may be brought into the Venue;
 9. that no stadium horn (including without limitation, a vuvuzela) may be brought into the Venue;
 10. that entry to the Venue is only permitted to spectators who agree to be searched (including their bags, clothes or other possessions) on entry and continued presence in the Venue is only permitted to spectators who agree to be searched (including their bags, clothes or other possessions) while in the Venue;
 11. that the playing field at the Venue shall be out of bounds at all times on the day of any match at the Venue without prior written consent from Cricket Australia and any persons entering the playing field without such consent will be prosecuted;
 12. that they consent to (i) the recording of their likeness and/or voice by any means (including but not limited to audio and visual recordings by television cameras and photographers) (together "Images") and (ii) the commercial exploitation, throughout the world, of their Images by any means by Cricket Australia and its commercial partners without compensation;
 13. that they are admitted to the Venue at their own risk;
 14. that they are required to take appropriate care for their sun protection and hydration;
 15. that a person who is deemed to be affected by the consumption of alcohol or drugs may, in Cricket Australia's sole discretion, be refused entry to, or ejected from, the Venue by an authorised event official;
 16. that Cricket Australia shall not be liable for any loss suffered by the person except to the extent directly caused by any negligent act or omissions of Cricket Australia;
 17. not to do any of the following in or around the Venue:
 - (a) post, stick or place or attempt to post, stick or place any poster, placard, bill, banner, print, paper or any advertising material on any building structure, fence, tree or cordon without the prior written consent of Cricket Australia;
 - (b) misuse, deface, damage, remove from the Venue or tamper with or attempt to misuse, deface, damage, remove from the Venue or tamper with any building, seat, chair, toilet, sink, table structure, vehicle, craft, truck, pipe, tap, tap fitting, conduit, electrical equipment, wiring or sign or excavate or cause to be excavated any part of the area used for any of the matches or other activities at the Venue;
 - (c) deposit litter, except in a receptacle provided for that purpose;
 - (d) throw or attempt to throw any stone, bottle, projectile or other object;
 - (e) disrupt, interrupt or behave in any manner that may disrupt or interrupt any of the matches or other activities at the Venue, distract, hinder or interfere with a player, interfere with the comfort of other patrons on their enjoyment of any of the matches or other activities at the Venue, including by the way of participation, in any manner, in a 'Mexican wave'.
 - (f) disrupt, interrupt or behave in any manner that may disrupt or interrupt any accredited camera operator or other accredited broadcast personnel, accredited commentator or accredited media (including photographers on or off the field) or any other accredited official at the Venue;

- (g) use indecent or obscene language or threatening or insulting words, or otherwise behave in a threatening, abusive, riotous, indecent or insulting manner;
 - (h) interfere with, obstruct or hinder Cricket Australia or its employees, agents or contractors in the exercise of their powers, functions or duties;
 - (i) conduct public surveys or opinion polls, solicit money, donations or subscriptions from members of the public, without the written consent of Cricket Australia;
 - (j) smoke in areas within the Venue nominated as non-smoking;
 - (k) inflate, or cause to inflate, any balloon, beach ball, receptacle, device or structure without the prior written consent of Cricket Australia.
18. not to hold themselves out or otherwise promote themselves or any good or service as being associated with Cricket Australia where they are not authorised by Cricket Australia to do so in a way that would infringe the rights of those parties commercially associated with Cricket Australia;
19. without prejudice to any other rights which Cricket Australia or the Venue owner or hirer may have, that if they contravene any of these terms and conditions they may:
- (a) be refused entry to the Venue;
 - (b) be ejected from the Venue by an authorised event official;
 - (c) have their ticket confiscated and/or cancelled without refund or recompense;
 - (d) be prohibited and disqualified from purchasing tickets for or entering into any match or other function played or conducted under the auspices of Cricket Australia, including, for the avoidance of doubt, any Test Match, One Day International Match, Twenty20 International Match or domestic 4-day, one-day or 20-over match, anywhere in Australia; and/or
 - (e) have legal action taken against them in connection with such matters;
20. that in the event of a person breaching these terms and conditions, that person shall not receive or agree to receive or permit any other person to receive, any fee, remuneration, commercial advantage or any other financial benefit whatsoever from any third party related to, or as a result of, the person breaching these terms and conditions;
21. that, in the event that entry of the person to the Venue is refused for any reason in accordance with these Conditions, no refund will be paid in respect of the relevant ticket;
22. to abide by any terms of entry into the Venue prescribed by the Venue Manager to the extent those terms of entry do not conflict with the conditions set out above; and
23. that Cricket Australia may use any personal information of the person received by Cricket Australia from a ticket agent (Ticketek or Ticketmaster) in accordance with the Cricket Australia Privacy Policy and the relevant ticket agent's privacy policy, which can be viewed on the Cricket Australia website www.cricket.com.au and the relevant ticket agent's website.

By order of Cricket Australia



CRICKET AUSTRALIA

2012-13

NATIONAL REFUND POLICY

1. Application of Refund Policy

This Refund Policy only applies in respect of Test Matches, One-Day and 20-Over International Matches scheduled to be played as part of Cricket Australia's official international cricket season in 2012-13.

2. When will you be eligible for a refund?

Subject to clause 3 of this Refund Policy, the following paragraphs indicate the circumstances in which you will be eligible for a refund for ticket purchases in respect of relevant Matches. Except as provided for under the *Competition and Consumer Act 2010* (Cth), in no other circumstances shall a refund be payable.

20-Over International Match

- (a) If you purchased a ticket to see a 20-Over International Match, you may be eligible for a refund of the official price of the value printed on the ticket for the relevant Match less the Administration Fee (as defined in clause 3(d) below) if:
- (i) less than 15 overs were played during the whole Match; **and**
 - (ii) there was no result recorded in the Match.

One-Day International Match

- (b)(i) If you purchased a ticket to see a One-Day International Match, you may be eligible for a refund of 100% of the value printed on the ticket for the relevant Match less the Administration Fee (as defined in clause 3(d) below) if less than ten (10) overs were played during the whole Match and there was no result recorded in the Match.
- (b)(ii) If you purchased a ticket to see a One-Day International Match, you may be eligible for a refund of 50% of the value printed on the ticket for the relevant Match less the Administration Fee if more than or exactly ten (10) overs but less than twenty-five (25) overs were played during the whole Match and there was no result recorded in the Match.
- (b)(iii) Except as provided for under the *Competition and Consumer Act 2010* (Cth), in no other circumstances shall a refund be payable.

Test Match – Day Ticket

- (c)(i) If you purchased a ticket to see one (1) day's play of a Test Match, you may be eligible for a refund of 100% of the value printed on the ticket for the relevant day less the Administration Fee (as defined in clause 3(d) below) if less than ten (10) overs were played during that day and neither side won the Match on that day and the match did not end in a tie.
- (c)(ii) If you purchased a ticket to see one (1) days play of a Test Match, you may be eligible for a refund of 50% of the value printed on the ticket for the relevant day less the Administration Fee if more than or exactly ten (10) overs but less than

twenty-five (25) overs were played during that day and neither side won the Match on that day and the match did not end in a tie.

- (c)(iii) Except as provided for under the *Competition and Consumer Act 2010* (Cth), in no other circumstances shall a refund be payable.

Test Match – Test Match Pass Ticket

- (d)(i) If you purchased a Test Match Pass Ticket to see all five days of any Test Match, you may be eligible for a refund of some or all of the value of the ticket (such value to represent the value of the purchase price apportioned to the relevant day), for any of the first four days of the Match if during that relevant day:

(A) more than or exactly ten (10) overs but less than twenty-five (25) overs were played (50% refund less Administration Fee (as defined in clause 3(d) below)) or less than ten (10) overs were played (100% refund less Administration Fee); and

(B) neither side won the Match on that day and the Match did not end in a tie.

- (d)(ii) Except as provided for under the *Competition and Consumer Act 2010* (Cth), in no other circumstances shall a refund be payable.

Test Match – 2 or 4 day Travel Ticket

- (e)(i) If you purchased a 2 or 4 day Travel Ticket from the Cricket Australia Travel Office or any of its official appointed agents for any Test Match, you may be eligible for a refund of some or all of the value of the ticket (such value to represent the value of the purchase price apportioned to the relevant day), for any of the first four days of the Match if during that relevant day:

(A) more than or exactly ten (10) overs but less than twenty-five (25) overs were played (50% refund less Administration Fee (as defined in clause 3(d) below)) or less than ten (10) overs were played (100% refund less Administration Fee); and

(B) neither side won the Match on that day and the Match did not end in a tie.

- (e)(ii) Except as provided for under the *Competition and Consumer Act 2010* (Cth), in no other circumstances shall a refund be payable.

For the purposes of paragraphs (a), (b) and (c) of this clause 2, 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). For the purposes of paragraphs (d) and (e) of this clause 2, the question of whether a side has “won” a Match or whether the Match has ended in a “tie” will be determined having regard to the Laws of Cricket (as in force at the relevant time).

3. How do I apply for a refund?

- (a) For the purposes of this Refund Policy, ticket agency means Ticketmaster or Ticketek and ticket outlet means a place at which tickets can be purchased in person other than a gate at a venue on the day of the Match.

Refunds

- (b) If you wish to obtain a refund and the circumstances set out in clause 2 exist in respect of the ticket and you bought your ticket on the internet, over the phone or via mail booking, subject to clauses 3(d)-(g), your monies will be automatically

refunded (as per clause 2) to the credit card the ticket was purchased within a date that is approximately fourteen (14) days after the end of the Match in respect of which the refund is sought (note: funds may not appear in customer accounts for a number of days).

- (c) If you wish to obtain a refund and the circumstances set out in clause 2 exist in respect of the ticket and you bought your ticket at a ticket outlet or at the gate of the venue you must send your ticket to the ticket agency from which you purchased the ticket (or as otherwise instructed by Cricket Australia or the ticket agency) within fourteen (14) days after the end of the Match in respect of which the refund is sought. You must include your name and address and retain a copy of the ticket.

Ticketmaster: Cricket Refunds, GPO Box 762 MELBOURNE VIC 3001

Ticketek: GPO Box 1610 SYDNEY NSW 2001

What fees apply to refunds?

- (d) In all States and Territories refunds may be subject to a two dollar and fifty cent (\$2.50) administration charge (the "Administration Fee").
- (e) Where the refund is to be made to the credit card used to purchase the ticket(s), the Administration Fee may be either:
- (i) debited from that credit card; or
 - (ii) deducted from the monies to be refunded to that credit card.

How are credit card refunds processed?

- (f) For 100% refund less Administration Fee:
If you are eligible for a refund of 100% of the value printed on the ticket for the relevant day less the Administration Fee (as defined in clause 3(d) above), the credit card used to purchase the ticket(s) will be refunded 100% of the value printed on the ticket. The relevant ticket agency may also debit the same credit card the Administration Fee in a separate transaction.
- (g) For 50% refund less Administration Fee:
If you are eligible for a refund of 50% of the value printed on the ticket for the relevant day less the Administration Fee (as defined in clause 3(d) above), the credit card used to purchase the ticket(s) will be refunded 100% of the value printed on the ticket. The relevant ticket agency may also debit the same credit card 50% of the value of printed on the ticket, and the Administration Fee in separate transactions.