



REFUND POLICY

1. In this Policy:

“**Applicable Law**” means the law applying in the state of Victoria in which the relevant Match takes place.

“**Conditions of Refund**” mean the conditions set out in paragraphs 9 to 19 (inclusive) of this policy.

“**Matches**” means a cricket match forming part of Cricket Victoria’s cricket season, including but not limited to any Victorian Premier Cricket Match, but excluding any Match forming part of Cricket Australia’s cricket season unless expressly permitted by Cricket Australia for the purposes of ticketing and refund only.

“**Policy**” means the terms and conditions set out in this document.

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

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

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

“**Ticket and Entry Conditions**” means the Cricket Victoria Ticket and Entry Conditions as amended or updated by Cricket Victoria from time to time. (You can get a copy of this at <https://www.cricketvictoria.com.au/terms-and-conditions/>)

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

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

“**Venue**” means the entire ground or stadium, including but not limited to the CitiPower Centre, Junction Oval or such other ground or stadium expressly nominated by Cricket Victoria to which the Ticket and Entry Conditions apply, where a Match is scheduled to take place and to which a Ticket is needed to gain access.

General

2. This Policy only applies to Tickets purchased for value for a Match.

3. Other than what’s covered by the Applicable Law (including the Competition and Consumer Act 2010 (Cth), paragraphs 5 to 7 set out the only circumstances in which a Ticket Purchaser (you) may be eligible for a Ticket refund or other applicable remedy or part thereof.

4. All refunds are subject to the Conditions of Refund, as well as the other terms of this Policy.

COVID-19

5. If, as a result of directions, regulations or restrictions imposed by the Victorian Government or Cricket Victoria, there are limits or restrictions on the number of patrons that may attend a Match, Cricket Victoria may make available the following options to you:

- (a) provide you with a Ticket to a future Match;
- (b) offer to convert your Ticket to a voucher for use on a Ticket of the same or similar value to a future Match nominated by you; or
- (c) if option(s) under clauses 5(a) or 5(b) are unavailable to you, offer you a refund of the Ticket Value.

Eligibility for refunds

6. You may be eligible for a refund of 100% of the Ticket Value of the Ticket if:

- (a) the Match is cancelled in advance of the Match date;
- (b) the Ticket is for a Match rescheduled to another Venue;
- (c) the Ticket is for a Match rescheduled to another date (at the same Venue), subject to your election under paragraph 8 of this policy;
- (d) the Victorian Government or Cricket Victoria places limits or restrictions on the number of patrons that may attend a Match in the interests of public health;
- (e) the Match has been deemed a “no result” in accordance with the Laws of Cricket (as in force at the relevant time); or
- (f) you’re entitled to a refund under Applicable Law.

7. It’s worth noting that NO refunds will be payable where the start time for any Match is moved or otherwise delayed – as long as the Match takes place on the date originally scheduled as set out on the Ticket. The only exceptions are those in paragraphs 5 and 6. Cricket Victoria may announce from time to time that Tickets from Matches that are cancelled may be used for any future Match at a specified Venue and such Tickets will be honoured on presentation and accordingly a Refund of that Ticket Value will not apply.

Rescheduled Matches

8. If a Match is rescheduled to another date at the same Venue, you can use the existing Ticket for the rescheduled Match. If you’re unable to use the existing Ticket for the rescheduled Match, you may obtain a refund of the Ticket Value in accordance with these Conditions of Refund.

Conditions of refund

9. Cricket Victoria doesn’t guarantee that the Match for which a Ticket is issued will take place at the date, time and Venue indicated on the Ticket.

10. Cricket Victoria reserves the right to make alterations to the time, date and Venue of any Match or the seating area or seating number referred to on a Ticket in the event of unforeseen or other circumstances, including (without limitation), force majeure, safety and security concerns, weather or playing conditions, or decisions from any competent authority. In the event of such alteration, Cricket Victoria (including any applicable Ticketing Agency) will not be liable to you or any other person for any costs, expenses or other losses resulting from such alteration, except to the extent set out in paragraphs 5 to 7 of this Policy.

11. A Ticket can’t be refunded:

- (a) if a Match is completed early in the normal course of play (i.e. completed in accordance with the rules for the Match, as determined by Cricket Victoria);
- (b) if the Ticket is lost, stolen, defaced or otherwise unused; or
- (c) if your entrance to a Match is delayed because of things outside our control like public transport, road closures, transport, security, and/or any other external factors.

12. Cricket Victoria won’t refund any fees or charges paid in addition to the Ticket Value of the Ticket (for example, any Service/Delivery Fee, merchant charges or other foreign exchange charges). No interest or costs will be payable in respect of any monies refunded.

13. Cricket Victoria won’t be liable for any associated costs, expenses or loss (including, without limitation, things like indirect and/or consequential loss, such as for travel to the Venue or any accommodation costs).

14. Where one of paragraphs 5 and 6 of this policy applies, only the original Ticket Purchaser will be entitled to a refund. If the details of the Ticket Purchaser provided with any refund application do not match the details of the Ticket Purchaser held in relation to the original purchase of the Ticket(s), no refund will be paid.

15. No refund(s) will be payable in relation to any Ticket(s) which, for whatever reason, were provided free of charge.

16. No refunds will be payable if you or any Ticket holder is refused entry to, or removed from, a Venue by reason of a breach of the 2021-22 Ticket and Entry Conditions.

17. Cricket Victoria shall not have any responsibility for charges incurred by you from your bank (or any other third-party charges).

18. Cricket Victoria cannot provide refunds or any form of compensation for tickets purchased through non-authorized ticket sellers.

19. Cricket Victoria reserves the right to make amendments to this policy from time to time at its sole discretion and without notice. All refunds will be determined in accordance with the Cricket Victoria Refund Policy in place at the time of your purchase.

Refunding Tickets bought with a credit card

20. If you purchased your Ticket(s) with a credit card and you’re entitled to a refund based on paragraphs 5 6 of this policy, any such refund will be refunded to the card used to buy the ticket.

Refunding Tickets bought with debit card or cash

21. If you’re entitled to a refund based on paragraphs 5 and 6 of this policy and you purchased your Ticket(s) with debit card or cash you should apply for a refund directly from the outlet where you purchased the ticket. Otherwise, you must send your name, address and ticket to the Ticket Agency from which you bought the ticket within fourteen (14) days after the end of the Match in respect of which the refund is sought. Please keep a copy of the ticket for your records.