

## Marvel Stadium – Official App and Wireless Services

### Terms and Condition of Use

Thankyou for using the Marvel Stadium official smartphone and tablet application (“**App**”) and/or the free wireless internet access provided at Marvel Stadium (located at 740 Bourke Street Docklands VIC) (“**Wireless**”). The App and Wireless shall together be known as the “**Services**”. The Services are managed and provided for or on behalf of Melbourne Stadiums Limited (ABN 37 098 476 594) as the owner and operator of Marvel Stadium (“**Venue Owner**”, “**we**”, “**our**” and “**us**”, as the context requires). By accessing and/or registering to use the Services, you (“**You**” or “**Your**”, as the context requires) agree to be bound by and comply with the following terms and conditions (“**Agreement**”):

1. You warrant that all information, materials, data or other content provided by You to the Venue Owner through the Services is accurate and complete, and that You own or have the legal right to use and upload (as applicable) all such information, materials, data or other content. You are solely responsible for: (a) any information, materials, data or other content that You upload, download or otherwise communicate through or in connection with the Services; and (b) maintaining the security and confidentiality of all Your usernames, passwords and other security-based information.
2. You agree to comply with all rules, laws and regulations relating to Your use of the Services (including any rules for use of the Services notified by Venue Owner from time to time). Without limiting the above, You must not use or attempt to use the Services in any way: (a) to access inappropriate internet sites or material, including offensive, obscene, indecent or illegal sites or material; (b) that is unlawful or could cause Venue Owner or its partners to be in breach of any law or incur liability to any person; (c) discriminatory, racist, harassing, threatening, abusive, offensive, obscene, defamatory, libellous, or hateful (including “trolling” type behaviour); (d) that may embarrass the Venue Owner, Marvel Stadium or our partners and sponsors, or bring any of the same into ridicule or disrepute; (e) which could obstruct, interfere with or damage the Services, our systems, networks or equipment or those of another person; or (f) which does or attempts to manipulate or circumvent any limitations on the Services by any means.
3. Given the nature of the Services and the fact that third party brands and products may be incorporated into the Services, we may provide information about other third party products, brands and resources (including by providing links to third party sites). However, we are not responsible or liable for any content, advertising, information, data, products or other materials on or available in connection with such products and resources, and any third-party links or content provided through the Services is not intended to be an endorsement, sponsorship or recommendation.
4. You may use the Services solely for Your own personal, non-commercial purposes. We do not recommend the Services for any particular purpose, product, platform, website, application, device or other use. Your access to and use of the Services is entirely at Your own risk. Except to the extent required by law, the Venue Owner: (a) does not warrant the availability, merchantability, suitability or fitness for purpose of the Services; (b) will not be liable to You for any loss or damage whatsoever arising from Your use of the Services (including any errors or failures of access to the Services); (c) makes no guarantees that the Services and access to the Services will be error free, uninterrupted, secure, virus-free or always available or available with

any particular capacity; (d) makes no warranty that the Services will work on every computer, computer system or device used by You; (e) will have no responsibility for damage, destruction or loss of any of Your computer systems, devices, data, information, property or equipment; and (e) without limiting the foregoing, disclaims all responsibility for any third party materials, websites, content, data, information, programs or other material accessed by You in connection with Your use of the Services.

5. To the extent permitted by law, Venue Owner is not responsible to You for any loss or damage You suffer in connection with using the Services, including due to viruses downloaded or loss or damage to Your device or data. Without limiting the above, Venue Owner will not be liable to You for any special, incidental, indirect or consequential damages whatsoever (including loss of profits).
6. Venue Owner can suspend or terminate Your access to the Services in its sole discretion, without notice, and without any liability to You. If You wish to terminate this Agreement, You may do so by turning off Your connection to the Wireless or permanently uninstalling from the App. Termination of this Agreement does not affect a party's rights or obligations up to the effective date of termination.
7. You agree to indemnify the Venue Owner from and against any and all loss, damage, expense, cost, liability or claim incurred by the Venue owner in connection with Your breach of this Agreement.
8. By accessing, signing into and/or registering to use the Services and by providing Your personal information, You confirm that You have read and agree to be bound by the Marvel Stadium Privacy Policy (available at <http://marvelstadium.com.au/privacy-policy>), and You consent to the collection, use, storage and disclosure of Your personal information by the Venue Owner in accordance with that Marvel Stadium Privacy Policy and this clause 8. The Marvel Stadium Privacy Policy includes information about how You may seek to access and correct Your personal information held by the Venue Owner. If You do not agree and consent in the manner set out in this clause 8, then You should not provide Your personal information (in which case the Venue Owner may determine that You are not able to access the Services). All personal information collected or acquired by the Venue Owner as part of or in connection with the Services will be used and may be disclosed by the Venue Owner in accordance with the Marvel Stadium Privacy Policy and this clause 8. Without limiting the above (including the Marvel Stadium Privacy Policy), we will use Your personal information in order to provide the Services and for related purposes, and to communicate with You (including through electronic messaging and for promotional and direct marketing purposes) about events, programs, promotions, offers and other activities at or related to Marvel Stadium, and/or about the third party products of our partners. Venue Owner may disclose Your personal information and other data to certain third parties who provide it with (or help it provide) products and services (including to its related entities, sponsors, partners and services providers (including third parties located in the United States of America)). Venue Owner may also disclose Your personal information to its partners and other third parties for the purposes of them direct marketing to you. You agree and accept that the data and personal information You provide to Venue Owner can be shared with all such third parties referred to in this clause 8 for these and related purposes. Venue Owner will comply with: (i) all applicable Australian privacy legislation; and (ii) the Marvel Stadium privacy policy (available at <http://marvelstadium.com.au/privacy-policy>).

9. The Venue Owner may at any time and in its discretion alter or amend the terms and conditions set out in this Agreement (including to meet vendor or supplier requirements, or to reflect that features of the Services or the hardware and software comprised in the Services are changed, revised, updated or otherwise altered). Any changes contemplated by this clause) will be made available to You and other users in a form determined by Venue Owner (which may include publication on the Venue Owner's official website, through direct communication with users and/or by requiring users to confirm their acceptance of such changes).
10. You acknowledge that the Venue Owner has or will engage third party service providers to assist in the provision of the Services (including by licensing third party platforms for incorporation in or delivery of the Services). Such Service Providers may impose their own terms and conditions upon Your use of their products or services ("**Third Party T&Cs**"). In the event of any inconsistency between the terms of this Agreement and any Third Party T&Cs, You agree that this Agreement will prevail to the extent of such inconsistency.
11. Venue Owner may assign or transfer its rights and obligations under this Agreement to any another entity within its group or to any other third party assisting in providing all or part of the Services. You accept any such transfers and assignments without the need for further documentation.
12. If the Venue Owner does not enforce its rights under any of the provisions of this Agreement, the Venue owner may still require strict compliance in the future.
13. This Agreement constitutes the entire agreement between You and the Venue Owner as to its subject matter and supersedes and cancels all prior agreements, understandings and negotiations in respect of its subject matter. This Agreement may only be altered in accordance with clause 9 or otherwise in writing by the parties. You acknowledge that You have not relied on any other representations not specifically included in this Agreement.
14. Nothing in this Agreement creates any partnership or joint venture between You and the Venue Owner. Neither party may hold itself out as being able to legally bind the other party to any third party contract.
15. As between You and the Venue Owner, You acknowledge the Venue Owner's ownership of all intellectual property rights in the Services and all trademarks, icons, trade names, logos, images, devices, software, content and systems contained within the Services, and You must not dispute ownership of them or do any act, matter or thing which is inconsistent with or adverse to Venue Owner's rights. All trademarks, icons, trade names, logos, images, devices, software, content and systems displayed in the Services are the property of Venue Owner and may not be used without Venue Owner's express prior written consent. You acknowledge that any unauthorized use may violate applicable laws and our legal rights. You will not copy, reverse engineer, disassemble, decompile, translate, modify, reproduce, republish, transmit, sell, offer for sale, disseminate or redistribute the intellectual property found in the Services or any part thereof.
16. If all or part of any one or more provisions of this Agreement are judged invalid or unenforceable in all the circumstances, that portion will be deemed to be deleted and will not affect the validity or enforceability of the remaining provisions

17. This Agreement is governed by and construed in accordance with the laws of Victoria, Australia and the parties hereby agree to submit to the non-exclusive jurisdiction of the Victorian courts.