

Conditions of Entry - WSA premises and events

WSA Co Limited (**WSA**) is responsible for developing Western Sydney International Airport, and engages with the public in a number of ways.

These Conditions apply to all persons:

- visiting the WSA Experience Centre (**Centre**);
- attending an event conducted by WSA, whether at the Centre, the Western Sydney International Airport site (**Site**), or any other venue (**Event**); or
- engaging with activations staged by WSA in other public places, such as festivals and fairs.

In these Conditions, we refer to each of these activities as an **Engagement**, and each person participating in an Engagement as **you**.

You must agree to these Conditions in order to participate in any Engagement. If anyone is under the age of 18 years old (**Child**), a parent or legal guardian must agree to these Conditions on behalf of the Child and ensure the Child complies with these Conditions.

Your entrance to the Centre, attendance at an Event, or other participation in an Engagement is conditional on you agreeing to these Conditions, and by:

- entering the Centre; or
- attending an Event; or
- otherwise booking or participating in an Engagement,

you are deemed to have agreed to these Conditions.

If you book an Engagement on behalf of any other persons, or otherwise attend an Engagement with a group of persons, you represent and warrant that all such persons have agreed to these Conditions, and you agree to do all things necessary to ensure that those persons comply with these Conditions.

For the avoidance of doubt, these Conditions of Entry apply to your participation in the Engagement notwithstanding any other terms or conditions of entry that may be published at the Centre, Site or Event. If there is any inconsistency between these Conditions and any other conditions, these Conditions will prevail to the extent of any such inconsistency.

1. Entry

1.1 Entry requirements

Before being allowed to participate in an Engagement, you may be required to:

- (a) carry a valid ticket or invitation;
- (b) present reliable photo identification that is acceptable to WSA's staff to verify your identity (or if there are age restrictions for entry, your age);
- (c) follow the directions of staff regarding queuing outside or inside the Centre, Site or other venue.

1.2 Children

- (a) Children may not be permitted to attend all Engagements.

- (b) Where Children are permitted to attend an Engagement, no Child will be admitted to the Engagement unless they are accompanied by an adult who is 18 years or over and such Child must remain accompanied by the adult during the Engagement.

- (c) Before being allowed to participate in an Engagement, you may be required to demonstrate that any Child attending the Engagement is accompanied by a parent or legal guardian at all times during the Engagement.

2. Restrictions

2.1 Health measures

- (a) You must follow all applicable Public Health Orders and NSW Health Guidelines in attending any engagement.
- (b) You must not attend any Engagement if you are required by law to isolate from other members of the public, or are otherwise prohibited from attending by any Public Health Order or any law.
- (c) WSA may decline to allow you to participate in, or direct you to leave, an Engagement if it believes that your presence poses a risk to public health, and may ask you screening questions in order to assess your associated risk. You agree that you will respond to all such questions truthfully.
- (d) You may be required to comply with public health measures as part of the Engagement, such as density limits, physical spacing requirements, and face mask requirements. You agree to comply with any directions made by WSA in this respect.
- (e) You acknowledge and agree that WSA may collect information from you when you attend an Engagement, including information for the purpose of contact tracing COVID-19 or other illnesses. WSA may disclose this information to relevant government health authorities, or as may otherwise be required or authorised by law.
- (f) Notwithstanding any steps taken by WSA to prevent against such risk, to the full extent permitted by law WSA is not responsible for any illness you may contract as a result of your attendance at an Engagement, and you assume all risk associated with COVID-19, influenza or any other virus or communicable disease.
- (g) For the avoidance of doubt, if you are refused entry to, or directed to leave, an Engagement for any reason related to public health, clause 5(c) will apply.

2.2 Restricted items

You may be restricted from bringing certain items to the Centre or Site, or any other Engagement, including:

- (a) glass, aerosol cans or metal containers;
- (b) flares, fireworks, explosive, smoke canisters or other incendiary devices;
- (c) flammable liquids and devices;

- (d) laser pens/pointers;
- (e) food or drink (including alcoholic beverages);
- (f) guns, knives, blades or other dangerous weapons;
- (g) offensive signs or clothing;
- (h) wheeled shoes, scooters or skateboards;
- (i) illegal substances or other prohibited items;
- (j) drones and other remote-controlled devices;
- (k) animals including pets (with the exception of certified guide and service dogs); or
- (l) any other items that WSA may so designate.

You agree to follow all directions of WSA in this respect.

You may be required to:

- (m) remove coats, hats, hoodies, helmets and/or costumes when entering and/or inside the Centre or Site, or otherwise attending an Engagement;
- (n) consent to a physical search as well as a search of your belongings if WSA's staff have reason to believe that you are carrying items which are not permitted to be brought to an Engagement or that you are otherwise not complying with these Conditions.

2.3 Prohibited activities

- (a) The use of photographic or recording devices of any kind is not permitted in the Centre, at the Site or otherwise during an Engagement, unless otherwise expressly permitted by WSA.
- (b) Smoking is strictly prohibited at the Centre, the Site, and all other Engagements.
- (c) You must not canvas or solicit other persons in the course of the Engagement.

3. Privacy

3.1 Collection of personal information

- (a) As part of an Engagement, WSA may collect personal information about you.
- (b) If you provide personal information to WSA as part of an Engagement, including any sensitive information, you agree that WSA can:
 - (1) collect and hold that information;
 - (2) use and disclose that personal information for:
 - (A) any purpose made known to you by WSA at or around the time you provided the information;
 - (B) customising and personalising your future interactions with WSA;
 - (C) WSA's market research and customer engagement;

- (D) any customer loyalty schemes conducted by WSA; and
- (E) any other purpose permitted by the *Privacy Act 1988* (Cth);

(3) use and disclose that personal information for direct marketing, unless you specifically indicate that you wish to opt-out of direct marketing; and

(4) where permitted by the *Privacy Act 1988* (Cth), disclose that personal information to recipients located outside of Australia, in which circumstances Australian Privacy Principle 8.1 will not apply, and the foreign recipient of that data may not be bound by the *Privacy Act 1988* (Cth).

- (c) WSA's Privacy Policy can be found at <https://westernsydney.com.au/privacy-policy>, and sets out detail about how WSA handles personal information, including details about how you can seek access to or correction of any personal information WSA holds about you, and how you can make a complaint regarding how we handle your personal information.

3.2 Images and likeness

By attending an Engagement, you understand that WSA may record your image, voice and/or likeness, including via security cameras and other monitoring devices. You hereby consent to your image, likeness, voice or any other aspect of your likeness being photographed, videoed or otherwise recorded or captured by or on behalf of WSA, and agree that WSA can use, copy, edit, adapt, modify, distribute, publish or exhibit your image, likeness and/or voice, or any other representation of you, recorded at an Engagement (**Materials**), in whole or in part, in any form or media, including but not limited to in the form of photographs and video footage (whether digital or otherwise).

For the avoidance of doubt, you acknowledge and agree that the Materials may be used, published, commercialised and otherwise exploited by WSA or any other party authorised by WSA for any purpose, in any media and in connection with any goods or services, including but not limited to promotion, marketing and advertising of the services, offerings and activities of WSA.

4. Risk and liability

4.1 Site

The Site is under construction, and you should exercise care and caution when entering and moving through the Site.

4.2 Emergency

In the event of an emergency or evacuation, you must follow all official safety directions issued by WSA.

4.3 Own risk

You:

- (a) enter the Centre, the Site or any Event; or
- (b) otherwise participate in any Engagement, at your own risk.

4.4 Liability

To the full extent permitted by law, you agree that WSA is not responsible for any:

- (a) harm, injury or illness;
- (b) loss of or damage to any of your personal property;
- (c) other loss or damage suffered by you,

arising from your or otherwise associated with your participation in any Engagement.

4.5 Exclusions

To the full extent permitted by law, WSA excludes:

- (a) any term, condition or warranty that may otherwise be implied into these Conditions;
- (b) any liability for loss or damage incurred as a result of or in connection with the negligence of WSA; and
- (c) any liability for any loss of profits, revenue or opportunity, or other consequential, indirect or special damages or loss.

4.6 Remedies

Without limiting clause 4.3, to the full extent permitted by applicable law, WSA's liability for any term, condition, guarantee or warranty that is implied by law and cannot lawfully be excluded by WSA, including the consumer guarantees set out in the Australian Consumer Law contained in Schedule 2 of the *Competition and Consumer Act 2010* (Cth) and all similar or equivalent legislation, rules and regulations is limited (at WSA's option):

- (a) in the case of goods, to:
 - (1) the replacement of the goods or the supply of equivalent goods;
 - (2) the repair of the goods;
 - (3) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - (4) the payment of the cost of having the goods repaired; or
- (b) in the case of services, to:
 - (1) the supplying of the services again; or
 - (2) the payment of the cost of having the services supplied again.

5. Removal

- (a) WSA reserves the right to direct you to leave an Engagement for any reason at any time. If directed to leave, you must promptly do so.
- (b) Without limiting (a), you may be directed to leave if you:
 - (1) breach any these Conditions of Entry;
 - (2) cause property damage;
 - (3) create risk of injury to any person;
 - (4) threaten the safety of visitors, audience members, WSA's staff or any other persons;
 - (5) unreasonably interfere with or compromise another person's enjoyment of the Engagement;
 - (6) are considered to be offensive, aggressive, unruly, disruptive, disorderly, uncooperative or behaving unlawfully;
 - (7) are considered to be under the influence of alcohol or illicit substances or suspected of buying, selling or carrying illicit substances;
 - (8) enter any part of the Centre or Site or other restricted internal area without proper authorisation; or
 - (9) refuse to follow the directions of WSA's staff.
- (c) To the full extent permitted by law, you will not be entitled to any compensation if you are refused entry to, or directed to leave, an Engagement.

6. General

- (a) WSA reserves the right to amend, revise or replace these Conditions from time to time. Each Engagement will be governed by the then current version of these Conditions.
- (b) If a provision in these Conditions is wholly or partly void, illegal or unenforceable in any relevant jurisdiction, that provision or part must, to that extent, be treated as deleted from this document for the purposes of that jurisdiction. This does not affect the validity or enforceability of the remainder of the provision or any other provision of these Conditions.
- (c) This agreement is governed by and is to be construed under the laws in force in New South Wales. Each party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in New South Wales and courts of appeal from them in respect of any proceedings arising out of or in connection with this agreement. Each party irrevocably waives any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

If you have any queries regarding these Conditions, please talk to WSA staff. You can also provide feedback via email info@wsaco.com.au or by calling 1800 972 972. Thank you for your cooperation.