

## **Terms and Conditions ('Terms')**

St George Illawarra Rugby League Football Club Pty Ltd (ABN 74 085 008 340) (herein referred to as “Dragons” or “the Club”) is based at 124 Princes Highway, Kogarah NSW 2217.

Please read these Terms carefully, as they apply to each traveller included in your booking and contain important information about your legal rights, remedies and obligations. You must not make any booking unless you understand and agree with these Terms.

### **1. Important Information about your booking**

By placing a booking with us, you acknowledge the following important information:

- a) **Travel dates for this package are set and cannot be altered.** Check in is Tuesday 24<sup>th</sup> February, with check out Sunday 1<sup>st</sup> March. Customers who wish to extend their stay must liaise directly with the hotel.
- b) **We act as your booking agent;** Dragons do not provide any of the Travel Services (accommodation, tours or other products or services) included in your booking – the Travel Services are provided by a number of third-party Travel Suppliers and as a result,
- c) **changes/modifications to your booking may not be possible;** once your booking has been made, and where possible, may incur a fee. It is important to ensure that the information you provide during the booking process is accurate and up to date, and that you read the Travel Offer carefully before placing your order.
- d) **\$200 USD food and beverage credit is allocated against each room.** It is the responsibility of the customer to confirm which hotel facilities accept the food and beverage credit. Any unused food and beverage credit is not redeemable for cash and will be forfeited upon departure.
- e) Dragons Lair event includes a two (2) hour food package and one (1) drink voucher. Any further food or drinks are at an additional cost to the customer.
- f) Dragons will endeavour to accommodate dietary requests; however, cannot guarantee requests can be met due to third-party involvement.
- g) Dragons Lair event venue, Ole Red, is an all-ages venue until 9:00 pm when it becomes 21+. The Dragons Lair event is scheduled to finish at 6:30pm, and the Dragons will not be responsible for any attendees after this time.
- h) **It is the responsibility of the customer to ensure that traveller details are listed as per their valid passport.**
- i) **We recommend that you do not place an order with us until you are ready to commit to your selected travel arrangements and you obtain travel insurance as soon as you make a booking with us.**

## **2. Definitions**

In these Terms:

**Customer, passenger, traveller, you or your** shall mean the named person who places the order and where the context requires (including in respect of liability and responsibility provisions) includes all persons included on bookings and/or intending to travel on the order.

**Supplier Terms** means the terms and conditions for the Travel Services that we negotiate with the Travel Suppliers.

**Travel Offer** means an offer for the travel products and services available for booking on our website. A Travel Offer may include accommodation, tours or other activities.

**Travel Services** means any travel products or services including accommodation, tours or other activities included in your booking.

**Travel Supplier** means any third party suppliers, including hoteliers, restaurateurs, tour operators, tour guides, tour directors, other travel agents, meal facilitators and providers of any other product or service included in your booking.

## **3. Booking Services - our role as your agent**

Dragons provides you with booking and advisory services in respect of accommodation and other leisure activities (Booking Services).

You and each traveller acknowledge that Dragons has no direct control over any of the Travel Services provided in connection with your booking.

## **4. Acknowledgment of terms**

By proceeding with your booking, you acknowledge and confirm that:

- a) you have read, understood and agree to be bound by these Terms, the Supplier Terms (as applicable) and any other specific terms and conditions that apply to the products and services that you purchase, including those set out in the details for your Travel Offer;
- b) you are aware of and will comply with any and all health, medical, Visa and passport requirements of the country or countries you intend to visit, as well as the responsibility to obtain all required documentation or vaccinations prior to travel;
- c) you are 18 years of age or over, and have the legal right, authority and capacity to place an order and act on behalf of yourself and each of the travellers for whom you are placing the order and all persons intending to travel on the order;
- d) You are aware that the legal drinking age in the USA is 21 years of age, and you will comply at all times with this law;
- e) Accommodation costs include resort fees and taxes. Tipping is additional at your expense;
- f) you are aware of both the implicit and explicit risks of all activities in which you participate in and do not hold the Dragons responsible in the event of injury;

- g) you are willing to execute a waiver for any activities, as required by the Dragons or Travel Suppliers;
- h) you warrant that you are an Australian resident;
- i) you warrant that you hold sufficient travel insurance for each activity in which you participate;
- j) you warrant that you are fit to participate in any activities in which you choose to participate;
- k) you agree to be bound by the Code of Conduct detailed in Clause 11 throughout the entire duration of the Travel Services; and
- l) you and each of the travellers consent to the collection, holding, processing, use and disclosure of personal information in accordance with our Privacy Policy.

As a condition of purchasing your package, you must take out appropriate travel insurance to cover your travel arrangements. Your insurance protection should include cover for cancellation, medical and repatriation expenses, personal injury and accident, death and loss of personal baggage and money and personal liability insurance. Insurance cover offered by credit card companies or reciprocal medical cover agreements may not be comprehensive. Travel insurance is strongly recommended by the Department of Foreign Affairs and Trade for all overseas travel.

## **5. Pricing and payment**

All prices of our published Travel Offers are listed in Australian Dollars (**AUD**) unless stated otherwise. The published prices of the Travel Offers include all Australian taxes, charges and service fees, including GST (where applicable). All prices are subject to availability and can be withdrawn or varied without notice.

## **6. Order Confirmation**

We may accept or reject an order for any reason after that order has been placed, including, an error in the price or description, the unavailability of any product or service, or an error in the administration of your order.

Immediately following payment in full, you will receive an Order Confirmation via email. Please ensure you read this Order Confirmation carefully, to ensure that your booking is accurate.

Please note, we will not be liable for any expenses, fines, penalties, costs, liabilities, damages or losses incurred as a result of failure to read and follow the instructions as listed on your Order Confirmation.

## **7. Changes to your booking**

If you request a change to any aspect of your booking, we will do our best to accommodate your request, but it may not always be possible. You will be responsible for any increase in pricing that may occur as a result of your change request.

## **8. Visa requirements**

Dragons customers are advised to check all Visa requirements prior to order placement as the organisation and obtainment of Visas, including transit Visas and re-entry permits, will be the customer's responsibility. Dragons recommends all travellers ensure, prior to purchasing a Travel Offer, that they understand the entry and exit rules of the destination(s) they are travelling to. To check the destination's advice for Australian Passport holders please go to [smartraveller.gov.au](https://smartraveller.gov.au).

Visa rules are subject to change. Customers are to regularly check [www.smartraveller.gov.au](https://www.smartraveller.gov.au) for any updates/changes.

An approved ESTA or valid visa doesn't guarantee entry to the United States. US Customs and Border Protection (CBP) officials at the port of entry will determine your eligibility. For information on ESTA eligibility or to apply, please visit <https://esta.cbp.dhs.gov/esta/>.

If you do not obtain the correct Visas, for whatever reason, you will be liable for any associated expenses, fees, penalties, costs, liabilities, damages or losses.

## **9. Cancellation of your booking**

Our Travel Offers are non-refundable for change of mind, and you acknowledge this on purchase.

## **10. Force Majeure**

This clause 10 operates subject to any rights and/or remedies you may have under applicable law, including the Australian Consumer Law.

Subject to applicable law which cannot be excluded (including the Australian Consumer Law), and except to the extent a problem is caused or contributed to by our negligence, fraud, criminal conduct or wilful misconduct, any legal recourse you may have in respect of the Travel Services is against those Travel Suppliers and not against Dragons. This includes (without limitation) where Travel Services cannot be supplied or itinerary changes occur or any other loss or damage suffered by the customer due to delay, cancellation, or disruption in any manner caused by:

the laws, regulations, acts or failures to act, demands, orders, or interpositions of any government or any subdivision or agent thereof or other authorities, or

- a) acts of God including (without limitation):
  - i. explosion or fire; or
  - ii. storm or cyclone (of any category); or
  - iii. flood, storm surge, or high or rapidly flowing water however caused; or
  - iv. landslides; or
  - v. earthquake or tsunami; or
  - vi. volcanic eruption;
- a) impact of vehicles or aircraft;
- b) sickness, quarantine, epidemic or pandemic (including COVID-19);
- c) industrial action (other than industrial action limited to the affected party or a subcontractor);

- d) civil unrest, war (including civil war), rebellion or insurrection;
- e) acts of terrorism;
- f) theft;
- g) a key Supplier of the Travel Offer becomes insolvent, ceases trading or otherwise ceases to provide the goods or services that are the subject of the Travel Offer, or
- h) any other cause(s) beyond our reasonable control (each a **Force Majeure Event**).

Notwithstanding this, where a Travel Supplier is unable to provide the Travel Services that you have purchased due to a Force Majeure Event, Dragons will use reasonable commercial efforts to arrange the supply of comparable travel products, services and itineraries, which may require you to pay additional costs.

## **11. Liability**

Certain statutory warranties under Schedule 2 of the **Competition and Consumer Act 2010** (Cth) (**Australian Consumer Law**) may be implied for the benefit of consumers. This liability clause is subject to your rights under the Australian Consumer Law and nothing in the Terms & Conditions is intended to limit, exclude or modify or purport to limit, exclude or modify the statutory implied guarantees and/or warranties that cannot be lawfully limited, excluded or modified, including as provided for under the Australian Consumer Law or similar laws in the State and Territories of Australia (collectively, the **Consumer Guarantees**). Our liability will also be limited to the extent provided for under any applicable convention or relevant law which may apply.

To the extent permitted by applicable law (including the Australian Consumer Law), we do not accept any liability for any loss (including consequential loss) injury, illness, death, damage, delay (including but not limited to loss or damage to persons, baggage and property), diversion or additional expense caused either directly or indirectly by:

- a) use of (or inability to use) our website or any linked website;
- b) disruption to our website;
- c) the acts, errors, omissions, default or negligence of Travel Suppliers or other third parties including government authorities;
- d) the laws, regulations, acts or failures to act, demands, orders, or interpositions of any government or any subdivision or agent thereof or other authorities; or
- e) Force Majeure events,

or any other event which is not caused or contributed to by our negligence, fraud, criminal conduct or wilful misconduct.

All information on our Website relating to Travel Services or a Travel Supplier is provided by the Travel Suppliers or other independent third parties. Subject to any rights and/or remedies you may have under the Australian Consumer Law or other applicable law, we are not responsible for and make no warranty

or representation about such information including the standard, or description of accommodation or services provided by Travel Suppliers.

In circumstances where our liability cannot be excluded and where liability may be lawfully limited, such liability is limited to the remedies required of us under applicable law (including the Australian Consumer Law).

## **12. Customer Code of Conduct**

Dragons has the following Customer Code of Conduct that establishes the standards of behaviour we expect you and each traveller to uphold when dealing with our staff, the Travel Suppliers, other travellers on your tour and generally while travelling. In attending our Travel Services, you agree to:

- a) Work with the Club to enforce the Code of Conduct at all events, games and otherwise for the duration of the Travel Services.
- b) Advise the Club of any person/s not complying with the Code of Conduct that are a part of the Travel Offer.
- c) Act as ambassadors of the Club and act in a way that reflects the values of the Club.
- d) Respect that opposition fans have an allegiance to their own club and welcome all fans throughout the duration of the Travel Services.
- e) Respect the rights, dignity and worth of every person regardless of their gender, race, colour, religion, language, politics, nationality or ethnic origin.
- f) Not abuse or use bad language towards fellow supporters, away supporters, players, staff, officials, media or other spectators, including the use of crude or abusive language or gestures, insults, threats, intimidation, assault or provocation.
- g) Understand that anti-social behaviour causing, or reasonably capable of causing, offence by words, actions or intoxication will not be tolerated and will result in ejection from the venue at the time and possible cancellation of any further Travel Services.
- h) Not engage in activity that embarrasses or inhibits others from enjoying the event or game.
- i) Advise security or police of anti-social behaviour.
- j) Recognise the efforts of the players as playing to the best of their ability in an effort to win each and every game.
- k) Not publicly criticise the Dragons in a demeaning or derogatory manner regarding team selection, coaching, player contracts and other decisions made by the administration.
- l) Not display banners with obscene or inappropriate messages.
- m) Abide by the Conditions of Entry of any venue where events are held.

- n) Not abuse or use bad language towards or about Dragons staff, board members and players, in person, online, via social media, phone call or email.
- o) Consume alcohol in a responsible manner as drunkenness is a breach of the Code of Conduct.
- p) Not turn up to any event in a drunken, or otherwise altered state, and agree to leave any event if directed to be Dragons Staff for any reason.
- q) That the Club has the right to decide what constitutes inappropriate conduct in its sole discretion.
- r) Attendees whose event of Travel Services are cancelled due to breaches of the Code of Conduct and Conditions of Entry, or due to inappropriate conduct as deemed by the Club, are non-refundable. No reimbursement for any 'unused' portions of the Travel Services will be due where you are removed from an event and any Travel Services are cancelled under the Terms and Conditions.

In the event of misconduct, your attendance at the Travel Services may be cancelled at any time without refund or reimbursement at the absolute discretion of the Club.

We may refuse a request to place a booking, or otherwise cancel a booking that has already been placed, without liability on our part, where you are in breach of our Customer Code of Conduct, or we reasonably believe that you will be in breach of our Customer Code of Conduct, when dealing with our staff, the Travel Suppliers, other travellers on your tour and generally while travelling.

We may remove any person from a tour where that person has breached our Customer Code of Conduct.

If you are removed from the tour for a breach of our Customer Code of Conduct, or for a breach of the Supplier Terms, any unused portion of the package will be non-refundable in accordance with our Cancellation and Refund Policy and cannot be exchanged for other services or cash. Any additional costs associated with your removal from the tour are your responsibility and not the responsibility of Dragons.

We may also remove any person(s) from a tour where we reasonably believe the customer is unable to undertake the requirements of the tour, including as a result of physical or mental impairments, or other medical reasons.

If a customer is found to be non-locatable as determined by the Travel Supplier (acting reasonably), the local authorities will be contacted and the remaining components of their tour will be cancelled.

Prior to order placement, it is your responsibility to be aware of the safety, local conditions, and issues that may exist/arise at your travel destination(s). You are responsible for complying with all local laws, regulations and customs in all countries and locations to which you travel, which in some cases can be very different from those at home.

We recommend that you contact DFAT or visit their website [smartraveller.gov.au](https://smartraveller.gov.au) for current advice.

You can also register your travel plans with DFAT so you're easily contactable in case of emergency.

### **13. Privacy policy**

Our Privacy Policy governs the collection, use and disclosure of your personal information by us. The Privacy Policy forms a part of these Terms and is available here: <https://www.dragons.com.au/privacy-policy/>.

## **14. General**

### **14.1. Entire agreement**

These Terms & Conditions must be read in conjunction with our Privacy Policy: <https://www.dragons.com.au/privacy-policy/>, which together constitute the entire agreement between you and Dragons as to the subject matter set out in them and supersede all previous negotiations, understandings, representations, warranties, memoranda or commitments.

### **14.2. Relationship**

Except where otherwise expressly stated, these Terms & Conditions do not create any relationship of principal and agent, joint venture, partnership or fiduciary relationship between you and Dragons and you agree that you are an independent entity.

### **14.3. Assignment**

You must not assign, transfer or novate these Terms & Conditions or any rights or obligations under these Terms & Conditions without the prior written consent of Dragons.

### **14.4. No waiver**

You may not rely on our words or conduct as a waiver of any right unless that waiver is in writing and signed by Dragons.

### **14.5. Interpretation**

In these Terms & Conditions:

- a) words in the singular include the plural and vice versa;
- b) if a word or phrase is defined its other grammatical forms have corresponding meanings;
- c) 'includes' means includes without limitation; and
- d) an obligation to use reasonable endeavours does not require a party to incur a commercial detriment or payment obligation.

### **14.5. Severability**

To the extent that any clause or part of any clause is in any way unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal. In the event this is not possible, the clause (or where possible, the offending part) is to be severed from these Terms & Conditions without affecting the enforceability, validity or legality of the remaining clauses (or parts of those clauses as the case may be) which will continue in full force and effect.

### **14.6. Jurisdiction and governing law**

These Terms & Conditions will be governed and interpreted in accordance with the laws of New South Wales, Australia. You irrevocably submit to the non-exclusive jurisdiction of the courts of the State of New South Wales.



**14.7. Survival**

Any clauses which are expressed to or are, by their nature, intended to survive expiry or termination of these Terms & Conditions or any agreement entered into under them will survive expiry or termination of such terms or agreement for any reason.

**14.8. Intellectual Property**

Dragons reserves all intellectual property rights, including but not limited to, copyright in material and/or Booking Services provided by us. Nothing in these Terms & Conditions gives you a right to use any of our marketing material, business names, trademarks, logos, domain names or other distinctive brand features without our prior written consent.

Certain trademarks used on the Website may belong to third parties and are used with their consent and remain the intellectual property of those third parties.