

# **2018 AFL TICKET SCHEME PROPOSAL**

## **PREAMBLE**

The AFL Premiership Season and Finals Series attracts over 6.8 million attendees across stadia across the country, making it the most-attended sport in Australia.

The 2017 AFL Finals Series drew crowds of over 550,000 patrons across various venues across the country, including crowds in the vicinity of 100,000 for the AFL Grand Final. The AFL Grand Final is recognised as Australia's most prestigious single sporting event, attracting thousands of visitors to Melbourne each year and driving millions of dollars benefit to the local economy.

The demand for AFL Grand Final tickets always outstrips supply and tickets to this event are some of the most sought after in Australian sport.

The AFL Finals Series and AFL Grand Final are both very important parts of the football season, regardless of whether or not a Club has qualified. The AFL believes that given all Clubs play an active role in shaping the AFL Final Series, they should be given the opportunity to participate and with this in mind the AFL makes available AFL Grand Final tickets to them.

The AFL's fundamental role is to act as a collective for its Clubs and, after meeting the costs of running the AFL competition, make annual distributions to our clubs and annual grants to the various state bodies for the development of grass roots football. AFL's capacity to continue to support the clubs and grass roots football in a financial sense is inextricably linked to key revenue streams and specifically the AFL Grand Final.

Access to AFL Grand Final tickets is fundamental for Clubs to meet their financial obligations. Clubs utilise AFL Grand Final tickets giving them the ability to raise additional revenue, service sponsor and stakeholder obligations and to sell specific hospitality packages for the AFL Grand Final.

The current economic climate continues to place extreme financial pressure on all AFL Clubs, many of which receive increased distributions from the AFL in order to remain viable.

Without access to AFL Grand Final tickets many Clubs would be unable to remain financially viable.

## **Principles of AFL Grand Final Ticket Allocation for the AFL**

1. The AFL hosts the AFL Finals Series and the AFL Grand Final.
2. In the allocation of AFL Grand Final ticketing the AFL has responsibility to its football fans:
  - the members of the competing clubs
  - AFL clubs
  - AFL members
  - In addition, because the AFL Grand Final is played at the MCG, Melbourne Cricket Club (MCC) members have entry entitlement.
3. The AFL makes public every year the exact number of tickets allocated to various parties for the AFL Grand Final.
4. The AFL is committed to optimising the tickets made available to the members of the clubs competing in the AFL Grand Final.
5. The AFL is opposed to ticket scalping – that is, the direct re-selling of tickets by individuals and organisations for profit.
6. The AFL supports clubs using their AFL Final Series and AFL Grand Final ticketing allocation for their members, supporters, players, coterie members and corporate sponsors.
7. The AFL supports clubs in using a proportion of their AFL Grand Final ticketing allocation for raising funds through corporate hospitality and corporate functions, provided that the club is the beneficiary of the fundraising activity, and where the event or package offers significant benefits and value for the purchaser. In many instances, this revenue is fundamental to the financial viability of clubs.
8. The AFL recognises that given the national significance of the AFL Grand Final, it is appropriate for the AFL to enter into agreements with airlines and has established the AFL Event Office to service the travel requirements of fans.
9. Any club not utilising its allocation of AFL Grand Final tickets for the groups set out in this ticket scheme (see schedule 3) must return the excess to the AFL by a prescribed date and the tickets will be distributed by the AFL to another allocation at the AFL's sole discretion.

## AFL TICKET SCHEME PROPOSAL 2018

In accordance with section 158(1) of the *Major Sporting Events Act 2009* (Vic) (**Act**), the AFL puts forward the following Ticket Scheme Proposal for the 2018 AFL Grand Final to be a Declared Event, which is in accordance with the guidelines issued under section 163 of the Act and gazetted on 31 October 2002.

### A. EVENT IDENTIFICATION

The Declared Event is the 2018 AFL Grand Final. It is scheduled for 30 September 2018 (**Grand Final Day**) and will be held at the Melbourne Cricket Ground (**MCG**).

### B. TICKET ALLOCATION

The capacity of the MCG will be approximately 100,000 on Grand Final Day.

In answer to guidelines (a), (b) and (c) the AFL proposes that tickets to the 2018 AFL Grand Final be allocated in approximately the following manner:

1.	Competing Club Members	16,000 - 40,000
2.	AFL Clubs (18)	0 - 7,000
3.	MCC Reserve	16,000 - 26,000
4.	AFL Members	13,000 - 23,000
5.	AFL/Medallion Club Members	3,000 - 5,000
6.	AFL Entitlements/Contractual Obligations	5,000 - 30,000
7.	Competing Clubs	0 - 5,000
	<b>Total</b>	100,000 (approx)

However we note that:

- (a) the configuration of the ground may change which could affect the split of tickets between AFL Members, MCC Reserve and Competing Club Members;
- (b) the number of standing room tickets to be made available will vary depending upon a variety of issues;
- (c) if at any time the AFL deems it appropriate to sell tickets to the general public they may do so at any time; and
- (d) there will be a substantial number of "walk ups" (50%) in the MCC Reserve.

There may be other functions which affect corporate/function spaces and/or AFL entitlements, resulting in variations to the proposed allocation of tickets between now and 29 September 2018.

Any variation in the proposed allocation of tickets as set out above will be advised by the AFL to the Minister in writing. The AFL understands that any variation, unless otherwise provided for within this Ticket Scheme, will need to be approved by the Minister in writing. Given the commercial and operating pressures that the AFL will be under, particularly in the weeks leading up to the AFL Grand Final, the AFL requests that any request for a variation is dealt with promptly.

In answer to guideline (d) the AFL advises that the MCG may be configured on AFL Grand Final Day in the manner in which it is usually configured during the AFL Premiership Season.

## **Publication of Allocations**

In order to ensure the general public is aware of the arrangements for the sale and distribution of Grand Final tickets the AFL will publish the intended distribution of tickets on the AFL website by 30 June 2018. This will remain on the website until 30 November 2018. The intended allocation will also be published in the Round 23 edition of the AFL Record.

The AFL will develop and maintain a register with respect to its proposed allocations.

The AFL Clubs, MCC and Melbourne Stadiums Limited (and/or its subsidiary Medallion Club (Melbourne) Pty Ltd (together known as 'MSL') as approved on-sellers will develop and maintain a register with respect to their proposed allocations, in the defined categories set out in the applicable schedules (AFL Clubs – Schedule 3; MCC – Schedule 4; MSL – Schedule 5).

In addition to maintaining the register, each of these entities will be required to display a summary of this information on their website in accordance with the following requirements. The AFL will oblige these entities via the conditions for the provision of tickets set out in Schedule 1 of this Scheme.

1. the summary must be posted by 30 June 2018;
2. the summary must be posted in a prominent position on the website via a link from the home page;
3. the summary must be displayed in a standard form as set out in applicable schedule (see above Schedule 3-5) namely the initial intended distributions will be recorded in discrete numbers as an approximate figure;
4. the summary must be updated on 27 July, 30 August and 14 September 2018 with a final allocation set on 28 September 2018. This final allocation shall be posted on the website by close of business 15 November 2018 and remain on the website until 30 November 2018.

## **Additional/Returned Tickets**

Any tickets that are unwanted or unsold from any of the above ticket allocations may be distributed by the AFL at its discretion.

In the event that the MCC Reserve does not reach full capacity, the MCC may decide to make tickets available for public sale to non-members of the MCC in order to fill its Reserve.

With respect to Competing Club and AFL Members, the AFL will implement a returns policy in the event a person wishes to return an AFL Grand Final ticket for a legitimate reason and obtain a refund (e.g. illness, family bereavement etc). This returns policy will be found through a link from the home page on the AFL website ([www.afl.com.au](http://www.afl.com.au)) from 30 June 2018 until 30 September 2018. The AFL believes that such instances are likely to be very rare. However, the AFL understands the concerns that the absence of an officially approved alternative could be used by some as a strategy to draw the effectiveness of the Act/Scheme into question.

The policy/guidelines to be followed by the AFL will be:

- General policy – tickets are not refundable.
- Exceptions are made however, if the ticket holder can demonstrate that they have a legitimate justification for wishing to return a ticket (e.g. medical reason, death in the family etc).
- In these circumstances, the AFL may require that the ticket holder produce supporting evidence of his/her incapacity (e.g. Medical certificate).

- Supporting evidence will always be requested should the AFL suspect that a ticketholder is actually a scalper who, for one reason or another, has been unable to on-sell the tickets at a premium.

### **C. CONTROL OF TICKETS**

The AFL will advise all entities authorised by the AFL to sell or distribute tickets to the event of the existence of the Act at the time that entity is given authorisation. At this time the AFL will advise the authorised entity of the obligations on the AFL and on the authorised on-seller under the Act.

The AFL does not have a direct contractual arrangement with all entities that sell or distribute tickets to the AFL Grand Final (e.g. Ticketek which is contracted by the MCC - the AFL's arrangement with the MCC provides for ticketing to be a service provided by the Ground Manager) and in other cases the AFL has pre-existing contractual obligations to provide tickets to the AFL Grand Final (e.g. MCG Members Reserve and MSL). In these instances the AFL is not able to impose any or additional contractual obligations on the parties receiving AFL Grand Final tickets. Where this is the case the AFL will advise those entities of the obligations on the AFL under the Act - in all other circumstances (e.g. Clubs) the AFL will include reference to the AFL's statutory obligations in its contract with the authorised ticket seller/distributor.

The AFL will also advise those entities that they should obtain independent legal advice in relation to their obligations under the Act.

The AFL will provide authorised entities a copy of the Ticket Scheme and advise that the Ticket Scheme must be complied with. Where an amendment to the Ticket Scheme impacts on an authorised entity, the AFL will provide that entity with an updated copy of the amended Ticket Scheme.

#### **The on-selling of tickets at face-value for non-commercial purposes does not constitute a breach of this Ticket Scheme.**

The AFL will authorise the following entities to sell and/or distribute tickets to the 2018 AFL Grand Final:

- (a) Ticketek - Ticketek is the authorised ticket seller for all events held at the MCG. The MCC grants this authorisation. It is expected that Ticketek will sell tickets to:
  - (i) competing club members;
  - (ii) AFL members; and
  - (iii) the general public – if available.

In addition, it is anticipated that Ticketek will provide seat allocations for MCC members (via arrangement with the MCC) and distribute tickets to Medallion Club members (via arrangements with MSL).

- (b) All AFL Clubs;
- (c) MSL;
- (d) AFL Event Office;
- (e) Some entities (such as AFL Clubs) that purchase tickets to AFL dining rooms and functions from the internal allocation;
- (f) The entities nominated by the AFL (corporate program organisers etc) that will be provided with tickets by the AFL for on-selling; and
- (g) The MCC for the MCC Members reserve tickets and corporate suite holders.

The AFL, through its terms and conditions on provision of tickets, may require all authorised

entities to report back to the AFL as to the manner in which they sell and/or distribute tickets to the AFL Grand Final. This will enable the AFL to monitor the sale and/or distribution of tickets and ensure the Ticket Scheme is complied with (see attached conditions in Schedule 1 which will be placed on the provision of tickets to AFL Clubs and entities provided with tickets by AFL Clubs).

The AFL will provide authorisation by means of a standard form/template and will require an authorised entity to:

- (a) formally “sign off” on the template as an acknowledgement of their acceptance of the terms and conditions; and
- (b) return the form to the AFL.

This would apply to “secondary” entities also and in either case the entity will not be authorised to sell tickets until such time as the template has been completed and returned to the AFL (NB: this condition would be subject to the AFL’s ability to enforce these conditions given that there are already existing contracts in place that govern how the AFL deals with its AFL Grand Final tickets – the AFL has contracts in place with both MSL and the MCC which give them rights to admission to the AFL Grand Final – details are set out in Schedule 6).

An example of the standard form/template authorisation letter is attached in Schedule 2. The standard form/template authorisation letters will be sent out in a similar form to the examples set out in Schedule 2.

The AFL may authorise on-sellers at its discretion. One restriction that the AFL would place on the authorisation of an on-seller would be if the AFL was aware of previous breaches of an AFL Ticket Scheme by the proposed on-seller. The AFL, as the event promoter, does however reserve the right to approve or withhold its consent to authorise an on-seller at its discretion.

The AFL will record the allocations of tickets that go to:

- (a) Ticketek;
- (b) each AFL Club;
- (c) each recipient of an AFL internal allocation ticket;
- (d) the MSL/Medallion Club; and
- (e) each AFL member.

Ticketek will be requested to record the purchaser’s details for each ticket that they sell.

The AFL will require Clubs to record the allocation of tickets to any sponsor or authorised distributor and require that Clubs oblige their sponsors to do the same (examples of standard letters and information sheets that the AFL provides to AFL Clubs and AFL Sponsors can be found at Schedules 7 and 8). The AFL will make accounting for ticket distribution a condition of appointing any authorised re-seller.

The records to be kept by the AFL and AFL Clubs will record the identity of the recipient of the ticket and the actual seat number.

Due to the detailed allocation process the AFL believes it will be difficult for any individual to buy a large number of tickets to later re-sell. In addition the AFL will place a condition on the sale of the tickets (see attached conditions in Schedule 1 which will be placed on the provision of tickets to AFL Clubs and entities provided with tickets by AFL Clubs - condition 1 of the club conditions will be placed on the provision of all tickets). The AFL will publicise the existence of this condition on the official AFL website, via press release and in the Football

Record and will print the condition on each ticket. In relation to tickets that are sold by Ticketek the AFL will require that Ticketek print that condition on those tickets. This should assist in deterring scalping and ensure that the public and other purchasers of tickets are aware of the condition and the consequences of purchasing a ticket in breach of this condition.

The words "Declared Event" are to be noted on all tickets including "souvenir" stock and AFL Finals Series tickets.

The condition to appear on all 2018 AFL Grand Final tickets which are part of "Finals Series" packages, souvenir tickets (up to 40,000 in total) or tickets sold via approved Ticketek Retail Outlets will read as follows:

*This ticket may not, without the prior written consent of Ticketek and the seller, be resold or offered for resale at a premium (including via on-line auction sites) or used for advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services, either by the original purchaser or any subsequent bearer. If a ticket is sold or used in breach of this condition, the ticket may be cancelled without a refund and the bearer of the ticket may be refused admission.*

*Scalping warning: In addition, the resale of tickets in certain circumstances is governed by ticket sales legislation and may attract criminal penalties.*

The condition to appear on all 2018 AFL Grand Final tickets, or any such other condition as agreed, which are part of "Finals Series" packages, souvenir tickets (up to 40,000 in total) or tickets sold via approved Ticketek Retail Outlets will read as follows:

*The AFL Grand Final is a Declared Event under the provisions of the Major Sporting Events Act (Vic) 2009, a breach of which may be an indictable offence and allows your ticket to be cancelled.*

The AFL may authorise AFL Clubs to sell tickets at a premium. In relation to other authorised sellers/distributors (including MSL) the AFL will only authorise tickets to be sold at a premium if the tickets are sold as part of a package that includes other benefits, as approved by the AFL.

AFL approval of "other benefits" must be obtained prior to entities offering packages for sale.

The AFL will keep a register of the details of all entities that are authorised to sell/distribute tickets to the 2018 AFL Grand Final. In accordance with the provisions of section 160(b) of the Act the AFL will provide a copy of this register to the Minister. The AFL will do this by providing a copy of the register to the Department of Economic Development, Jobs, Transport and Resources on 30 June, 27 July, 30 August, and 27 September 2018.

In addition, the AFL will publish on its website the details of the authorised outlets and agents for all tickets available for purchase. This is to be updated on the dates listed above.

All entities authorised by the AFL will be issued with an authorisation code by the AFL and will be required to publish the authorisation code together with a statement which confirms their status as an authorised seller/distributor in all media advertisements, and promotions for further ticket distribution.

The AFL, and all persons authorised in writing by the AFL to sell or distribute AFL Grand Final tickets, must, at a time and place specified by a person appointed as an authorised officer under section 183 of the Act (an authorised officer), for the purposes of monitoring compliance with the Ticket Scheme or in connection with an alleged contravention of the Act:

- (a) answer orally or in writing any reasonable questions put by an authorised officer;
- (b) supply orally or in writing information reasonably required by an authorised officer; and
- (c) produce to an authorised officer specified documents or documents of a class reasonably specified by an authorised officer.

#### **D. SALE AND DISTRIBUTION OF TICKETS**

The method for purchasing tickets differs depending upon the category (see sub-sections (a) - (k) below). Information pertaining to the sale and distribution of tickets to the AFL Grand Final is set out below under the following allocations.

##### **1. Competing Clubs Members**

###### **(a) *What is the method for purchasing tickets?***

Competing Club members may purchase tickets from the designated Ticket Agent or from their competing AFL Club. For AFL Grand Final tickets the designated ticket agent is Ticketek.

The method for purchasing tickets will vary dependent on the services offered by Ticketek and the competing AFL Clubs.

###### **(b) *Can tickets be purchased in person?***

Yes. Whether this point of distribution is used will be at the discretion of the AFL, in consultation with the relevant AFL Club and Ticketek.

###### **(c) *Can tickets be purchased as a group?***

Yes – Members can purchase in a group. However, to successfully purchase for each person in the group, all persons must be entitled to purchase at the relevant time and there is a limit to the number of tickets per transaction to be determined after consultation with the competing clubs.

###### **(d) *Can tickets be purchased by order made by telephone?***

Provision may be made for tickets to be purchased by telephone. Whether this point of distribution is used will be at the discretion of the AFL, in consultation with the relevant AFL Clubs and Ticketek.

###### **(e) *What arrangements are there to order tickets online?***

Provision may be made for tickets to be purchased on-line. Whether this point of distribution is used will be at the discretion of the AFL, in consultation with the relevant AFL Club and Ticketek.

###### **(f) *Will decentralised arrangements be made for purchase of tickets?***

To ensure control, tickets may be sold via a limited number of centralised locations plus potentially over the phone and/or internet, or via a registration process to be used at the discretion of the AFL in consultation with AFL Clubs and Ticketek. The AFL, in conjunction with Ticketek, may nominate specific outlets and in doing so the AFL will endeavour to ensure that adequate access to outlets is provided for country and regional members and that the locations of the outlets is adequately



communicated.

- (g) ***What is the timeframe for release of tickets for sale at all outlets and purchase modes?***

The AFL will determine the timeframe for purchasing tickets, which may vary depending on the competing clubs and the order of membership priority as determined by the competing Clubs.

- (h) ***What arrangements are proposed for tickets with special seating for disabled patrons?***

An allocation of accessible seating and wheelchair spaces is provided to Competing Club Members. Due to the fact that these tickets may be sold from a different allocation, they may be available for purchase by the method deemed applicable by the AFL.

- (i) ***Who should a purchaser contact with questions about access to tickets?***

Purchasers will be able to contact either the Club of which they are a member, the AFL or Ticketek should they have any questions.

- (j) ***What arrangements are proposed for dealing with complaints?***

Complaints will be dealt with by the AFL or Ticketek and referred to the relevant Club where appropriate.

- (k) ***Are measures proposed to prevent ticket fraud (e.g. ticket forgery, internet ticket scams)?***

It is the AFL's preference for tickets to be sold via a barcode retirement program or other appropriate program, where rules and criteria are set to determine the eligibility for the purchase of tickets.

## **2. AFL Clubs**

- (a) The AFL will sell an allocation of AFL Grand Final tickets to each of the 18 AFL Clubs.

- (b) The AFL will impose conditions on the provision of those tickets (see proposed conditions in Schedule 1).

- (c) The tickets will be provided to the AFL Clubs directly by the AFL.

- (d) These tickets may be on-sold by the AFL Clubs from the date of approval of the Ticket Scheme.

- (e) AFL Clubs are required to maintain a register with respect to their proposed ticket allocations as detailed in Schedule 3 of this Ticket Scheme. Furthermore, AFL Clubs are required to display a summary of this information on their website in accordance with the requirements and dates detailed under "Publication of Allocations" of this Ticket Scheme.

- (f) Subject to the prior written approval of AFL, tickets may be sold on behalf of an authorised on-seller by a third party under an agency and/or on a referral/commission basis or similar arrangement, however that third party must specify to the end customer that they are selling on behalf of the authorised on-seller. The authorised

on-seller will be responsible for ensuring that the third party is aware of the terms and conditions of the Ticket Scheme and that the Ticket Scheme is complied with.

### **3. MCC Reserve**

- (a) Seating in the MCC reserve may be able to be reserved by members of the MCC via a ballot or appropriate program. The MCC may contract Ticketek to run the ballot/program on their behalf.
- (b) Any remaining capacity in the MCC reserve may be available on a walk-up basis on the day of the AFL Grand Final.
- (c) Depending on the anticipated attendance of Full MCC Members the MCC may decide to allow Restricted MCC Members admission on the day of the AFL Grand Final.
- (d) The MCC also provides tickets for use by its Corporate Suite holders and tickets for corporate guests in some dining rooms at the MCG. These tickets may be included in the allocation for the MCC Reserve.
- (e) The MCC are required to maintain a register with respect to their proposed ticket allocations as detailed in Schedule 4 of this Ticket Scheme. Furthermore, the MCC are required to display a summary of this information on their website in accordance with the requirements and dates detailed under "Publication of Allocations" of this Ticket Scheme.
  - Subject to the prior written approval of AFL, if tickets are to be sold on behalf of MCC by a third party under an agency and/or on a referral/commission basis or similar arrangement, that third party must specify to the end customer that they are selling on behalf of the MCC. The MCC will be responsible for ensuring that the third party is aware of the terms and conditions of this Ticket Scheme and that this Ticket Scheme is complied with.
  - If MCC wish to provide or sell tickets to a third party for commercial purposes, they must first seek and receive the permission of the AFL for that third party to become an "authorised on-seller". In turn if that then authorised on-seller wishes to further on-sell those tickets to another entity, both parties will require authorisation from the AFL. The AFL does not guarantee that it will provide such authorisation.

### **4. AFL Members**

#### **(a) *What is the method for purchasing tickets?***

Tickets into the AFL Reserve will be sold to AFL Members in the order of membership priority as determined by the AFL.

#### **(b) *Can tickets be purchased in person?***

Yes - whether this point of distribution is used will be at the discretion of the AFL, in consultation with Ticketek.

#### **(c) *Can tickets be purchased as a group?***

Yes – Members can purchase in a group. However, to successfully purchase for each person in the group, all persons must be entitled to purchase at the relevant

time and there is a limit of tickets per transaction to be determined by the AFL.

(d) ***Can tickets be purchased by order made by telephone?***

Provision may be made for tickets to be purchased by telephone. Whether this point of distribution is used will be at the discretion of the AFL, in consultation with Ticketek.

(e) ***What arrangements are there to order tickets online?***

Provision may be made for tickets to be purchased on-line. Whether this point of distribution is used will be at the discretion of the AFL, in consultation with Ticketek.

(f) ***Will decentralised arrangements be made for purchase of tickets?***

To ensure control, tickets may only be sold via a limited number of centralised locations plus potentially over the phone and/or internet. The AFL, in conjunction with Ticketek, may nominate specific outlets.

(g) ***What is the timeframe for release of tickets for sale at all outlets and purchase modes?***

The timeframe for purchasing tickets will vary dependant on the competing clubs and the order of membership priority as determined by the AFL.

(h) ***What arrangements are proposed for tickets with special seating for disabled patrons?***

AFL Members requiring special assistance may contact the AFL and/or Ticketek directly. The AFL may also make provision for these tickets to be issued via Ticketek through sales channels to be determined by the AFL and Ticketek.

(i) ***Who should a purchaser contact with questions about access to tickets?***

Members will be able to contact the AFL and/or Ticketek should they have any questions.

(j) ***What arrangements are proposed for dealing with complaints?***

Complaints will be dealt with by the AFL and/or Ticketek.

(k) ***Are measures proposed to prevent ticket fraud (e.g. ticket forgery, internet ticket scams)?***

It is the AFL's preference for tickets to be sold via a barcode retirement program or other appropriate program where rules and criteria are set to determine the eligibility for the purchase of tickets.

## **5. AFL/Medallion Club Members**

- Up to 5,000 tickets are allocated to MSL for distribution to Medallion Club Members and other purchasers of MSL corporate hospitality products (see Schedule 6).
- MSL may contract Ticketek to sell and distribute some of this allocation on their behalf.
- In the event that members of the Medallion Club or other purchasers of MSL corporate hospitality products do not take up their entitlement to tickets or the number

of tickets allocated exceeds the number of Medallion Club members then MSL will be authorised by the AFL to on-sell/distribute the extra tickets on the terms and conditions set out in Schedule 1.

- MSL is responsible for the sale and distribution of these tickets.
- MSL is required to maintain a register with respect to their proposed ticket allocations as detailed in Schedule 5 of this Ticket Scheme. Furthermore, MSL is required to display a summary of this information on their website in accordance with the requirements and dates detailed under "Publication of Allocations" of this Ticket Scheme.

## **6. AFL entitlements/contractual obligations**

- The AFL may distribute AFL Grand Final tickets to the following entities. Note that this list is not exhaustive and may vary at the AFL's sole discretion:
  - Entities with entitlements to AFL Grand Final tickets, including AFL Life Members, AFL Players, AFL Gold Pass Holders, AFL Hall of Fame Members, 200 Club Members, Recognition of Service Winners, Jack Titus Award Winners, Commissioners, Presidents, AFL Staff, Ex-Commissioners, Appointees, AFL Affiliates and business partners, Umpires, Umpires Association, Media, AFL Grand Final Entertainment, Club Enclosures and Curtain Raiser Teams.
  - Sponsors, Licensees and Authorised Broadcasters.
  - Dining Rooms, Corporate Hospitality and AFL Functions. The AFL may sell some of these tickets to third parties including AFL Clubs who then on supply the tickets with the AFL's authorisation.

## **7. Competing Clubs**

- Additional tickets may be sold to each Competing Club.

## **E. INDUSTRY CODES AND STANDARDS**

There are no industry codes or standards that apply to event ticketing for an event such as the 2018 AFL Grand Final. The AFL believes that the ticketing process set out in this Ticket Scheme is world's best practice for an event of the scale of the 2018 AFL Grand Final.

We are advised by Ticketek that it complies with the Victorian Government Companion Card Scheme and that it will comply with paragraph 3.1 of the Live Performance Australia Ticketing Code of Practice (Industry Code) in relation to ticket monies received from purchasers in advance of the 2018 AFL Grand Final.

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**Signed as evidence of approval by  
The Hon. John Eren MP  
Minister for Tourism and Major Events  
Minister for Sport**

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**Approval Date**

## **Schedule 1 – Conditions on Authorised Distributors**

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### **Clubs/MSL etc**

1. This ticket is sold by Ticketek as agent for the organisation ("seller") responsible for the relevant event. ALL CLAIMS ARE THE SOLE RESPONSIBILITY OF THE SELLER AND TO THE EXTENT PERMITTED BY LAW, TICKETEK HAS NO LIABILITY TO YOU.

The following conditions are both of sale (including any resale or subsequent assignment) and conditions of attendance at the event:

- (a) No refund or exchange on any ticket except as required by law and as otherwise specified by the seller. If a refund is made, Ticketek may, to the extent permitted by law, retain any fee it has charged.
- (b) The right is reserved to add, withdraw, reschedule or substitute artists and / or vary advertised programs, prices, venues, seating arrangements and audience capacity.
- (c) The right is reserved to charge a fee for the replacement of tickets. Ticketek reserves the right not to replace tickets where seating is not allocated (general admission tickets).
- (d) The right of admission is reserved and is subject to the seller's and the venue's terms of admission, copies of which are available from Ticketek on request. Late arrival may result in non-admittance until a suitable break in the performance.
- (e) Cameras, audio and video recorders may not be permitted. The right is reserved to broadcast or telecast any event.
- (f) It may be a condition of entry to individual events that a search of person and/or their possessions will be required at the time of the entry to the venue.
- (g) Entry may be refused if tickets are damaged or defaced in any way or are not purchased from Ticketek or other authorised points of sale.
- (h) This ticket may not, without the prior written consent of Ticketek and the seller, be resold or offered for resale at a premium (including via on-line auction sites) or used for advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services, either by the original purchaser or any subsequent bearer. If a ticket is sold or used in breach of this condition, the ticket may be cancelled without a refund and the bearer of the ticket may be refused admission.

Scalping warning: In addition, the resale of tickets in certain circumstances is governed by ticket sales legislation and may attract criminal penalties.

For information regarding ticketing of live entertainment events or to obtain a copy of the Code of Practice for Event Ticketing contact Ticketek or refer to [www.liveperformance.com.au](http://www.liveperformance.com.au).

1. Club will comply with this Ticket Scheme under the Major Sporting Events Act 2009 (Act) and Club acknowledges that it is aware of the obligations imposed on the AFL

under the Act.

2. Club will record the allocation of individual tickets and batches of tickets and will report this information to the AFL within three (3) days of the AFL requesting this information from the Club.
3. Club must publish on its official website the breakdown of the allocation of its tickets to the 2018 AFL Grand Final at such times as nominated by the AFL.
4. Club will indemnify the AFL for any loss, damage, fine, penalty or sanction arising from or in relation to a breach of this Ticket Scheme under the Act arising out of or in relation to the sale and/or distribution of tickets by Club in breach of this Ticket Scheme or in breach of the Act.
5. Club will comply with all reasonable requests within a reasonable time of that request from the Victorian Government or its authorised agents in relation to the provision of information for the audit of compliance with this Ticket Scheme.

### **Entities Provided with Tickets by Clubs**

1. This ticket may not, without the prior written consent of Ticketek and the seller, be resold or offered for resale at a premium (including via on-line auction sites) or used for advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services, either by the original purchaser or any subsequent bearer. If a ticket is sold or used in breach of this condition, the ticket may be cancelled without a refund and the bearer of the ticket may be refused admission.

Scalping warning: In addition, the resale of tickets in certain circumstances is governed by ticket sales legislation and may attract criminal penalties.

The AFL Grand Final is a Declared Event under the provisions of the *Major Sporting Events Act 2009* (Vic) (**Act**), a breach of which may be an indictable offence and allows your ticket to be cancelled.

2. [Name of entity] will comply with this Ticket Scheme under the *Major Sporting Events Act 2009* (Vic).
3. [Name of entity] must publicise in appropriate media and in all advertising for sales of AFL Grand Final tickets its authorisation code from the AFL to on-sell and/or distribute tickets to the 2018 AFL Grand Final.
4. [Name of entity] will indemnify the AFL for any loss, damage, fine, penalty or sanction arising from or in relation to a breach of this Ticket Scheme under the Act arising out of or in relation to the sale and/or distribution of tickets by [Name of entity] in breach of this Ticket Scheme or in breach of the Act.
5. [Name of entity] will comply with all reasonable requests within a reasonable time of that request from the Victorian Government or its authorised agents in relation to the provision of information for the audit of compliance with this Ticket Scheme.
6. The AFL reserves the right to withdraw its authorisation to on-sell Grand Final tickets in the event that the authorised on-seller fails to comply with this Ticket Scheme.

## Schedule 2 – Standard Form/template Authorisations letter for Clubs and other Distributors

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### CLUBS

[Club CEO]  
[Address]

Dear [name]

#### Grand Final Ticketing Legislation

Please be advised that the Victorian Government has, pursuant to the *Major Sporting Events Act 2009* (Vic) (**Act**), declared the 2018 AFL Grand Final an “event” and has now given its approval to the 2018 AFL Grand Final Ticket Scheme (**Ticket Scheme**) and therefore to limited sale and distribution of 2018 AFL Grand Final tickets.

The Ticket Scheme attached to this letter must be strictly complied with in relation to your use of Grand Final tickets and any dealings in those tickets.

**Please note** that the AFL **will not** approve any requests for AFL authorisation of proposed ticket promotions until such time as we are in receipt of a signed copy of this letter.

The Ticket Scheme and the Act contain a number of important points for your Club and should be read and considered in detail. In particular I point out the following –

1. Your Club’s on-seller authorisation code is OSAFLXXX.
2. The AFL authorises your Club to sell and/or distribute your allocation of XXX tickets to the 2018 AFL Grand Final and advertise those packages subject to compliance with the Ticket Scheme.
3. The XXX tickets that the AFL has allocated to your Club will be provided to your Club subject to the conditions set out in Schedule 1 of the Ticket Scheme. Your Club is required to comply with these conditions.
4. Your Club is required to impose the conditions set out in Schedule 1 upon the provision of any tickets by your Club to a third party.
5. Condition 1 of Schedule 1 provides that a Grand Final ticket must not, without prior written authorisation of the AFL, be re-sold at a premium or used for advertising, promotion or other commercial purposes (including competitions or trade promotions).

If a ticket is sold in breach of these conditions, the ticket may be cancelled and would then not entitle the holder to admission to the event. Accordingly, if your Club is providing tickets to a third party who intend to re-sell the tickets or use those tickets in a competition or trade promotion, that third party must obtain the consent and written authorisation of the AFL (application for this approval can be made to the AFL by the Club via the website [www.aflbrandzone.com.au](http://www.aflbrandzone.com.au)). Any re-sale or re-use of tickets without AFL authorisation is a breach of the Act (and could lead to substantial financial penalties) and a breach of the conditions of the provision of the tickets.

6. Your Club must publish the breakdown of the allocation of all allocated tickets on your official website by 30 June 2018 – the AFL will provide more detail shortly as to how that information is to be presented. The breakdown summary must be updated on 27 July, 30 August, and then on 14 September 2018 with a final allocation set on 27 September 2018. The actual final allocation shall be posted on the website by 31 October 2018 and remain on the website until 30 November 2018.
7. You should obtain independent advice in relation to your Club's obligations under the Act and Ticket Scheme.
8. Your Club is required to report back to the AFL as to the entities to whom your Club sells or distributes tickets.

If you have any queries in relation to the above points or require any clarification please do not hesitate to contact me on (03) 9643 1999.

Please acknowledge your acceptance of the above conditions by signing and returning a copy of this letter to me via email or mail.

Regards

Peta Allan  
**Legal Executive**  
**Australian Football League**

.....  
Signed by Chief Executive Officer  
For and on behalf of XXX Football Club



## OTHER DISTRIBUTORS

Date

[Distributor]

[Address]

Dear [Name]

### Grand Final Ticketing Legislation

The AFL has received a request that your company be authorised to sell and/or distribute # AFL Grand Final Tickets as agent for the #. The AFL agrees to this request and authorises you to sell tickets provided they are part of a package inclusive of other benefits.

The Victorian Government has, pursuant to the *Major Sporting Events Act 2009 (Vic) (Act)*, declared the 2018 AFL Grand Final a “declared event” and approved to the 2018 AFL Grand Final Ticket Scheme (**Scheme**) on xxx date. Attached for your information is a copy of the Scheme that has been approved by the Victorian government.

The Scheme attached must be strictly complied with in relation to your use of tickets.

If you sell tickets to a third party who wishes to further on-sell those tickets, both parties will require authorisation from the AFL. The AFL does not guarantee that it will provide such authorisation.

If tickets from your allocation are to be sold on your behalf by a third party under an agency or similar arrangement, that third party must be approved by AFL. Your company will be responsible for ensuring that the third party is aware of the terms and conditions of the Scheme and that the Scheme is complied with.

XXXXX has been granted an AFL authorisation code – XXXX and this code must be displayed along with the following words in all advertisements and sales of AFL Grand Final Tickets – “AFL Authorised On-Seller XXXX”.

In addition, the approval of the Government provides that you may advertise the sale of tickets (as part of packages inclusive of other benefits) and also accept deposits for customer orders.

Please note that the Scheme contains some important points for your company a number of which are set out below:

1. A requirement of the Scheme is that the tickets that have been sold to your company and that the AFL has authorised you to re-sell are sold to your company subject to the conditions set out in the schedule to the Scheme. Your company is required to comply with these conditions;
2. Your company is required to impose the conditions set out in the schedule upon the provision of any tickets by your company to a third party;
3. The conditions on which the tickets are provided state that a Grand Final ticket must not, without prior written authorisation of the AFL, be re-sold at a premium or used for

advertising, promotion or other commercial purposes (including competitions or trade promotions). If a ticket is sold in breach of these conditions, the ticket may be cancelled and would then not entitle the holder to admission to the event. Accordingly, if your company is providing tickets to a third party who intend to re-sell the tickets or use those tickets in a trade promotion, that third party must obtain the consent and written authorisation of the AFL. Any re-sale or re-use of tickets without AFL authorisation is a breach of the Act (and could lead to substantial financial penalties) and a breach of the conditions of the provision of the tickets;

4. You should obtain independent advice in relation to your company's obligations under the Act and Scheme;

In addition to the conditions of the Scheme, all promotional, advertising and marketing collateral must be submitted to the AFL's online brand approval system at [www.aflbrandzone.com.au/](http://www.aflbrandzone.com.au/) for approval prior to distribution or communication.

If you have any queries in relation to the above points or require any clarification please do not hesitate to contact me on (03) 9643 1963

Please acknowledge your acceptance of the above conditions **by signing and returning** a copy of this letter by xxx date to me via mail or email.

Regards

Peta Allan  
**Legal Executive**  
**Australian Football League**

cc: xxx, XXXX FC

.....  
Signed by  
For and on behalf of XXXX

## Schedule 3 – Club Registers

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Clubs will maintain a register of its allocation of tickets within the following categories:

Members  
Coterie Groups  
Corporate Suite Holders  
Corporate Function  
On-Sellers  
Sponsors  
Staff/Players/Directors etc  
Club Promotions/Raffles etc  
Other AFL Clubs  
Other

The initial intended distributions will be recorded as discrete numbers. These are an approximate figure (see example A). The allocation as determined as at 29 September 2018 will set out the final allocations (see example B).

### Example A

XXXXX Football Club

Updated 27 July 2018

<b>CATEGORY</b>	<b>Intended Allocation (Approximate)</b>
Members	
Coterie Groups	20
Corporate Suite Holders	30
Corporate Functions	30
Sponsors	150
Staff/Players/Directors etc	15
Club Promotions/Raffles	5
Other AFL Clubs	
Other	
<b>TOTAL</b>	<b>250</b>

### Example B

XXXXX Football Club

Updated 29 September 2018

Actual distribution of AFL Grand Final Ticket Allocation

<b>CATEGORY</b>	<b>Actual Allocation</b>
Members	0
Coterie Groups	18
Corporate Suite Holders	32
Corporate Functions	41
Sponsors	139
Staff/Players/Directors etc	15
Club Promotions/Raffles	5
Other AFL Clubs	
Other	
<b>TOTAL</b>	<b>250</b>

## Schedule 4 – MCC Register

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AFL will request MCC to maintain a register of its allocation of tickets within the following categories:

Club Members & Guests  
Staff  
Corporate Dining Rooms  
Corporate Suite Holders

The initial intended distributions will be recorded in bands (see example A). However the allocation as determined as at 29 September 2018 will set out the actual allocations (see example B).

### Example A

Melbourne Cricket Club

Updated 27 July 2018

Intended distribution of AFL Grand Final Ticket Allocation

<b>CATEGORY</b>	<b>Intended Allocation (Approximate)</b>
Club Members & Guests	15,000 – 17,000
Staff	50 – 100
Corporate Suite Holders	909 – 1,627
Corporate Dining Rooms	1,000 – 2,000

### Example B

Melbourne Cricket Club

Updated 29 September 2018

Actual distribution of AFL Grand Final Ticket Allocation (xxxxx tickets)

<b>CATEGORY</b>	<b>Actual Allocation</b>
Club Members & Guests	16,000
Staff	100
Corporate Suite Holders	1,000
Corporate Dining Rooms	1,743
TOTAL	18,843

## Schedule 5 – MSL Register

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AFL will request MSL to maintain a register of its allocation of tickets within the following categories:

Medallion Club Members  
AFL Clubs  
Stadium Owners  
Corporate Functions  
Others

The initial intended distributions will be recorded in discrete numbers. These are an approximate figure (see example A). The allocation as determined as at 29 September 2018 will set out the final allocations (see example B).

### Example A

Melbourne Stadiums Limited

Updated 30 August 2018

Intended distribution of AFL Grand Final Ticket Allocation

<b>CATEGORY</b>	<b>Intended Allocation (Approximate)</b>
Medallion Club Members	4,000
AFL Clubs	400
Stadium Owners	200
Corporate Functions	300
Other	100

### Example B

Melbourne Stadiums Limited

Updated 29 September 2018

Actual distribution of AFL Grand Final Ticket Allocation (5,000 tickets)

<b>CATEGORY</b>	<b>Actual Allocation</b>
Medallion Club Members	4,000
AFL Clubs	400
Stadium Owners	200
Corporate Functions	300
Other	100
<b>TOTAL</b>	<b>5,000</b>

## **Schedule 6 – Contractual Obligations**

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### **AFL and MSL**

AFL agreement with MSL provides that AFL is to continue to provide a class of AFL Membership (Medallion Membership) (5,000 memberships in total) to be included with certain medallion licences and for MSL's other corporate hospitality products. Certain Medallion memberships provide members with the right to purchase an AFL Grand Final ticket at market price.

If there are less than up to 5,000 medallion licences requiring this right, the remaining Medallion Memberships are to be granted by the AFL to MSL (or their nominees) subject to all conditions of the ticketing scheme.

### **AFL and MCC**

The AFL's agreement to play matches at the MCG, including the AFL Grand Final, provides that an area of the ground is to be set aside for the use of members of the Club ("Club Members Area").

The MCC controls the entry of persons into the Club Members Area which is generally limited to Club members who pay an annual subscription and their guests.

## **Schedule 7 – Standard Form/Template letter and information sheet for AFL Club Sponsors and AFL Sponsors**

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### **STANDARD CLUB LETTER TO SPONSORS**

[insert date]

(Click here to insert full name)

(Click here - job title)

(Click here - company)

(Click here - address line 1)

(CLICK HERE - SUBURB STATE POSTCODE)

Dear [insert salutation]

### **2018 AFL GRAND FINAL TICKETS**

As you may be aware, the sale of AFL Grand Final tickets is the subject of Victorian legislation which is designed to ensure that there is transparency and accountability as to the allocation of tickets.

It is fair to say that the legislation imposes far greater restrictions on the use of AFL Grand Final tickets than any other major sporting event in the world. However, as the penalties for breaches of the legislation are severe, we would ask that you take the time to read this letter to understand those restrictions so that you (and we) do not breach the legislation and become subject to those penalties.

### **Background**

As a result of the legislation, the AFL is required to submit to the Victorian Government a 'ticket scheme' that details to whom tickets are allocated.

The Government has approved the AFL's 2018 Ticket Scheme.

All tickets issued by the AFL have certain restrictions placed on them.

In particular, there are certain restrictions on:

1. on-selling tickets; and
2. using tickets for promotions,

that we need you to be aware of.

We have included a copy of the AFL's ticket scheme for your information. We suggest that you take the time to become familiar with it. A full copy of the ticket scheme can be found on the AFL's website, [www.afl.com.au](http://www.afl.com.au).

However, we understand that you are interested in only those things that you need to understand to protect yourselves, and so we have summarised those issues below.

At a practical level, you need to understand the following when you buy AFL Grand Final tickets from the [insert club] (or from any other source, for that matter).

## 1. Promotions and Competitions

If you are intending to use the Grand Final tickets that we are allocating to you for any type of promotion or competition, then you need to obtain the AFL's approval prior to doing so (NB: the AFL retains the right to approve or reject at its sole discretion).

This is the case even if your promotion or competition is an internal one for your staff.

The AFL will, once it has approved the promotion, provide you with an authorisation code which must be displayed wherever/whenever lottery permit numbers are displayed.

The process for obtaining approval for the promotion is to complete the attached approval form and submit it to the AFL (the appropriate details are set out on the form). We cannot guarantee whether the AFL will provide this approval.

If you use the tickets in any promotion or competition without obtaining and displaying an authorisation code, or if you fail to comply with any conditions that the AFL sets:

- the ticket(s) may be cancelled and will then not entitle the holder to admission to the event; and
- penalties of up to \$8450.40 for a natural person and \$42,252 for a corporation will apply (per offence).

## 2. On-selling of tickets

You are not permitted to on-sell any tickets (even if you do not charge any premium) unless you receive authorisation from the AFL.

Once again, if you fail to comply with these conditions:

- the ticket(s) will be void and will not entitle the holder to admission to the event; and
- penalties of up to \$8450.40 for a natural person and \$42,252 for a corporation will apply (per offence).

If you require approval from the AFL for the use of 2018 Grand Final tickets in a promotion or for on-sale please submit the relevant details via [www.aflbrandzone.com.au](http://www.aflbrandzone.com.au).

If you have any queries please do not hesitate to contact either Stephen Meade, Head of Legal and Regulatory, AFL or me (by email on [peta.allan@afl.com.au](mailto:peta.allan@afl.com.au) or by telephone on 03 9643 1999).

We thank you for supporting the [insert Club] by purchasing your Grand Final tickets through us and trust that you and your colleagues enjoy the unique atmosphere at the AFL Grand Final.

Yours sincerely

**[INSERT]**

Encl: 2018 Ticket Scheme



## **Schedule 8 – Information Sheet for Club Sponsors/AFL Sponsors**

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### **2018 TOYOTA AFL GRAND FINAL TICKETS**

The 2018 Toyota AFL Grand Final is a declared event under the *Major Sporting Events Act 2009 (Vic) 2009 (Act)*.

The AFL's ticket scheme which is approved under the Act provides that all tickets to the 2018 AFL Grand Final are sold/provided subject to a number of conditions including:

*This ticket may not, without the prior written consent of Ticketek and the seller, be resold or offered for resale at a premium (including via on-line auction sites) or used for advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services, either by the original purchaser or any subsequent bearer. If a ticket is sold or used in breach of this condition, the ticket may be cancelled without a refund and the bearer of the ticket may be refused admission.*

*Scalping warning: In addition, the resale of tickets in certain circumstances is governed by ticket sales legislation and may attract criminal penalties.*

*The AFL Grand Final is a Declared Event under the provisions of the Major Sporting Events Act (Vic) 2009, a breach of which may be an indictable offence and allows your ticket to be cancelled.*

Accordingly if you wish to use any of the 2018 Toyota AFL Grand Final Tickets that you have been allocated by the [XXXXX Football Club] [or Australian Football League] for any commercial purpose (including a trade promotion or competition) you will require the prior written authorisation of the AFL. We cannot guarantee whether the AFL will provide this authorisation.

In addition the 2018 Toyota AFL Grand Final tickets you have been allocated by the [XXXXX Football Club] [or Australian Football League] may not be re-sold at a premium without the prior written consent of the AFL. We cannot guarantee whether the AFL will provide this authorisation. Any requests for on-selling or commercial uses of Grand Final tickets must be submitted via [www.aflbrandzone.com.au](http://www.aflbrandzone.com.au)

As a recipient of a 2018 Toyota AFL Grand Final ticket you are required to comply with the provisions of the AFL's Ticket Scheme. A copy of the AFL's Ticket Scheme is available from the Club or the AFL.