

TENNIS VENTURES TERMS AND CONDITIONS – 2013 AUSTRALIAN OPEN SYDNEY/MELBOURNE

REGISTRATION AND PAYMENTS:

REGISTRATION DEPOSIT:

To reserve a place on a Tennis Venture (TV) program, a Registration Deposit of \$1,500 per person and acceptance of all Terms and Conditions of Travel is required. If we are unable to confirm your reservation within 30 days from registration, your deposit will be refunded in full. Due to TSA security requirements you must register your name exactly as it appears on the form of identification you will be using for travel at the time of reservation. Failure to provide this information at the time of reservation could result in additional fees. The reservation fee is fully refundable if a cancellation is made within 72 hours of booking the tour. After 72 hours, cancellation fees do apply (see Refunds & Cancellations section).

LATE REGISTRATION:

Registrations made less than 60 days prior to departure will be treated on an individual, space-available basis, with no guarantee of acceptance. Late registrations must be submitted with full payment. Additional fees may apply to late registrations. Payment must be by credit/debit card, certified check, money order, or wire transfer.

PAYMENT OPTIONS:

Participants must select one of the following payment options at time of registration:

Option #1:

Full payment at time of registration

Option #2:

Equal monthly credit/debit card installment payments (charged on the first business day of each month until 60 days prior to departure)

REFUND AND CANCELLATION FEES:

Written notice of cancellation from the program or cancellation of any optional Program Upgrades must be delivered to TV's office in writing and will be accepted only from the "Bill To" person designated on the participant's account.

Refunds due to the participant are computed from the date notice is received by TV . Because the programs require extensive planning, costs are incurred long before departure. For this reason, the refund and cancellation fee policy will apply for trip cancellations or cancellation of any optional Program Upgrades. If you are booked in a double/twin room and your roommate cancels, you will be responsible for paying the single supplement fee at the time your roommate cancels. If you purchased Optional Travel Insurance and are canceling for a reason covered under the policy guidelines, cancellation fees will be reimbursed to you directly from the insurance company. All Optional Travel Insurance packages are non-refundable. In the event you have to cancel your trip on the day of departure, you must notify prior to the departure of your first flight in order to file an insurance claim. Any penalties for supplemental services/guarantees (included but not limited to flights, hotels, late additions) resulting from cancellations made at your request will be your responsibility. All service, administration and late fees are non-refundable. Substitution of travelers is not permitted. If you don't

show up for your trip, if you cancel your trip after the departure date or if you leave before the scheduled completion of a trip, you won't be eligible for any refund from for any unused portion of your trip or reimbursement for any additional costs incurred by leaving your trip early.

TV reserves the right to remove a participant from the program for any reason whatsoever, with or without cause. If TV refuses acceptance of an applicant or removes a participant prior to departure, the sole liability of TV is to refund any monies paid to the program. If TV removes a participant for, but not limited to, non-payment of scheduled installments, failure to return health forms and/or physician's authorization forms, or any other required documentation reasonably requested by TV, the refund and cancellation fee policy will apply as noted below. If a participant is removed or withdraws from participation after departure, no refund will be made, and the participant will be liable for all additional travel expenses incurred.

If the programs are canceled by TV, all sums paid to the seller of travel for services not performed in accordance with the contract between TV and the purchaser will be refunded within thirty days of receiving the funds from the vendor with whom the services were arranged, or if the funds were not sent to the vendor, the funds shall be returned within fourteen business days after cancellation by TV to the purchaser unless the purchaser requests the seller of travel to apply the money to another program and/or date.

Withdrawal Date	Refund
120 days or more prior to departure date	Full refund of program costs less \$1,500 (initial deposit)
119 to 91 days prior to departure date	Full refund of program costs less \$2,500
90 to 61 days prior to departure date	Full refund less 50% of the program costs
60 to 31 days prior to departure date	Full refund less 75% of the program costs
30 days or less prior to departure date and after departure date	No refund will be made of any monies received
Option Travel Insurance Plan	Please see website to obtain a quote for travel insurance to cover any non-refundable fees above. Prices vary on plan and specifics of participant.
Program Costs	Program costs includes the full price of the program plus any and all add-on, extensions extra bookings the participant has signed up for at the date of cancellation.

REINSTATEMENT FEES:

If a participant withdrew from the program, or TV withdrew the participant for nonpayment or for any other reason, and the participant desires to be reinstated in the program, the participant shall send to TV a written request to be reinstated. Requests for reinstatement shall be submitted with full payment. Payment must be by credit/debit card, certified check, money order, or wire transfer, and shall include a Reinstatement Fee (plus any additional airline charges). Reinstatements will be treated on an individual, space-available basis, airline and accommodation availability, and shall be subject to acceptance by TV. TV reserves the right to place the participant on standby status or to withdraw the participant and withhold from any refund the applicable administrative and cancellation fees as noted.

TRANSFER FEES:

If a participant desires to transfer to another program offered by TV, the participant shall send a written request to TV requesting to be transferred to another program or a different departure date. Requests for transfer shall be subject to a Transfer Fee, change in program cost, as well as any other air/land and accommodation costs applicable at the time of transfer. Transfers will be treated on an individual,

space-available basis, airline and accommodation availability, and shall be subject to acceptance by TV. TV reserves the right to place the participant on standby status, to withdraw the participant, or if the participant withdraws, and withhold from any refund the applicable administrative and cancellation fees as noted. Requests for transfers to a program or departure date in a year other than the currently enrolled travel year shall be subject to the Booking Conditions and the Terms and Conditions of Travel that are in effect for that program year including, but not limited to, program cost, refund and cancellation fees, and administrative fees.

LATE PAYMENT AND OTHER FEES:

Program cost and any other charges or fees are due on the scheduled payment due date and will be charged to your card on account with TV accordingly. A non-refundable Late Payment Fee of \$45 will be assessed for each payment not received by TV by the scheduled due date. Any payment that is returned or dishonored for non-sufficient funds (NSF), a stop payment order, credit card expiration, closure of account, or for any other reason, will be subject to a non-refundable Returned Payment Processing Fee. If a credit card is used as the payment method, the participant should be aware of the credit card expiration date. It is the participant's responsibility to notify TV and to update his/her account. If the credit card expires, a Returned Payment Processing Fee will be charged to the participant's account.

LIMITED PROGRAM AVAILABILITY :

The number of spaces on any program is limited. At the time of registration, if space in the requested program is not available, the participant will be notified and made aware of other program options that may be available, including but not limited to alternate program dates and/or itineraries. Should the participant elect to be enrolled in the originally requested program, it is understood the registration will be processed without guarantee of travel. TV will notify the participant of any change in program availability. If space does not become available on the program in which the participant has enrolled, the participant can elect to travel on an available program or receive a refund of all monies paid by the participant, less non-refundable fees. Participants who have completed all the required travel documents and are paid in full by the final payment deadline may be given priority as space becomes available.

PROGRAM COST INCLUSIONS:

The Program Cost is based on agreements, foreign currency rates, tariffs, and taxes in effect prior to the program departure date. The program cost rates are in U.S. dollars.

AIRFARE:

Roundtrip coach class international airfare from and returning to the participant's identified US departure city is included in the program cost. Otherwise, international airfare is not included in the program cost and shall be the sole responsibility of the participant). Such airfares include all applicable taxes and fees. Additionally, all necessary transfers and all scheduled program activities outside of the U.S. using rail, ship, and motor coach are included in the program cost.

THE COST OF U.S. DOMESTIC FLIGHTS TO AND FROM THE PARTICIPANT'S U.S. DEPARTURE CITY ARE NOT INCLUDED IN THE PROGRAM COST, AND ARE THE RESPONSIBILITY OF THE PARTICIPANT TO ARRANGE AND PAY FOR IF NEEDED. Unless otherwise stipulated, participants must travel together on the same flight(s) for the entire program. Participant deviations from the group's air schedule will be subject to additional costs and administrative fees at the participant's sole expense. International airfare included in the program cost is not applicable for participants residing outside of the United States. International participants should contact TV for additional information regarding program cost, international airfare

to and from the international gateway city, and whether any additional costs and administrative fees that may apply. Airfares are based on capacity-controlled fares as well as contract, promotional, non-refundable, or group fares. Airline tickets issued by TV are highly restrictive, and participants or guests may find that the air ticket cannot be reissued, revalidated, or exchanged for another carrier or routing. Also, participants and guests registering within 120 days of travel may incur additional airfare costs. Flight schedules cannot be changed once tickets are issued. Any additional costs, including penalties for withdrawals/re-bookings, will be made at the participant's or guest's expense. While air-inclusive prices are current as of the posting date on our website, program cost may be higher at the time you register for the program. For the most up-to-date air-inclusive prices, please see our website tennisventures.net. All air-inclusive prices are subject only to additional fuel surcharges passed on by airlines before payment is made in full. In addition, some airlines may also charge an excess baggage or weight fee, which is not included in the program cost and shall be the sole responsibility of the participant at check-in.

ACCOMMODATIONS:

Hotel accommodations, based on double occupancy with private bath/toilet facilities, are included in program cost, including hotel and city taxes, where applicable. A single room can be requested, if desired; however, single-room accommodations may be impossible or difficult to obtain, and supplemental charges for single occupancy are the responsibility of the participant or guest. A supplemental fee will not apply if a single room or roommate is not available.

MEALS:

All meals in country are included in the program cost. The final itinerary will provide specific details. Some airlines however may charge for meals during a flight, which unfortunately cannot be included in the program cost and shall be the sole responsibility of the participant.

EXCURSIONS:

All events, site visits, and sightseeing, as outlined in the final itinerary, are included unless specifically stated as an add-on or free-time activity.

BAGGAGE:

Participants are at all times responsible for handling their own luggage. Luggage will be limited to one checked piece and one carry-on piece. Checked luggage cannot exceed 40 pounds. All personal belongings are the responsibility of the participant. TV will not be responsible for lost belongings including luggage, or the cost to replace such items.

PROGRAM COST EXCLUSIONS:

PASSPORTS AND VISAS:

Each participant is solely responsible for applying and securing a passport. All associated costs to obtain a passport are not included in the program cost. All participants are solely responsible to obtain re-entry documentation required for their country of residence. If for any reason a participant is unable to obtain the necessary passport, and/or re-entry documentation, and withdraws from the program as a result, standard withdrawal fees shall apply. Due to potential delays in obtaining U.S. or International passports, participants are encouraged to obtain their passports as soon as they have enrolled in the program.

DOMESTIC AIRFARE OR TRANSPORTATION:

Since domestic airfare or transportation to and from the participant's departure city will vary depending upon a participant's residency, domestic airfare or transportation if needed is not included in the

program. Independent travel arrangements separate from the delegation, and necessary transfers as a result, are also excluded from the program cost.

EXCESS LUGGAGE:

Excess luggage charges, or excess luggage weight charges, assessed by the airlines are not included in the program cost and any such charges shall be the sole responsibility of the participant.

PERSONAL EXPENSES:

Items of a personal nature such as laundry, fax, and telephone expenses, and meals and alcoholic beverages not specified in the itinerary are not included in the program cost.

GRATUITIES:

Tips for individual and special service requests, tips to travel managers, and some tips to national guides for group services, depending on destination, are not included.

PROGRAM UPGRADES (OPTIONAL):

Participants may elect to purchase program upgrades as may be offered, from time to time, by TV. Program upgrades include, but are not limited to, pre-program and post-program extensions, transfers, airline seat upgrades, accommodation upgrades, event upgrades, and services (collectively, "Program Upgrades"). Program Upgrades are subject to space availability and a minimum number of participating participants as determined by the TV. Please contact TV for Program Upgrades that are available for your program. Registration for offered Program Upgrades must be made on-line or in writing and shall be received by TV at least 90 days prior to the program departure date. Program Upgrade charges and fees are not included in the program cost, and payment shall be due and payable at the time of purchase. Program extensions are also subject to additional Program Extension Service Charges and Program Extension Air/Land Costs for deviations. TV not responsible for program changes resulting from airline or ground transportation delays and cancellations. In the event of airline or ground transportation changes, reasonable efforts will be made to maintain the features of the program. Cancellation of any purchased Programs Upgrades shall be subject to the refund and withdrawal fee policy as noted and calculated separately from the program cost.

GENERAL CONDITIONS:

TOUR OPERATIONS:

Half Full Ventures, LLC., d/b/a Tennis Ventures ("TV"), is a Washington business, qualified to do business in the state of Washington and Arizona, with its corporate headquarters located in Phoenix, Arizona. TV is in the business of arranging and operating sport and entertainment travel. TV is registered or is registering as a "seller of travel" in Washington (Reg. No. 602967578). Registration as a seller of travel does not constitute approval by that state.

GENERAL CONDITIONS

TV reserves the right to change the departure and return dates of the programs based upon capacity and availability. TV also reserves the right to substitute hotels, boats, bus, car, train, or airline for any reason and to cancel or withdraw or alter, in whole or in part, the itinerary of any trip prior to or after departure should TV deem circumstances require it, whether as a result of closures of any kind, repairs and maintenance, inclement weather or due to any other factors beyond the control of TV, and TV will have no liability for any loss arising from such change.

Your participation in this program is accepted only in accordance with, and expressly conditioned upon, your acceptance of these Terms and Conditions as evidenced by your electronic acceptance via click and accept and/or some other similar mode/manner or your participation in this program. If you do not agree to these Terms and Conditions, you may not register or participate in the program. We reserve the right, at our discretion, without notice to you, to change, modify, add, or remove portions of these Terms and Conditions at any time. Please check these Terms and Conditions of Travel periodically for any changes. These Terms and Conditions of Travel supersede any other warranties, representations, terms or conditions, unless they are expressly stated in these Terms and Conditions of Travel.

RESPONSIBILITY:

TV and its partners has made arrangements with tennis clubs, tennis pros, airlines, train operators, hotels, restaurants, sightseeing companies (bus operators) and other suppliers to provide services, as outlined herein, and has exercised reasonable care to ensure that proper arrangements have been made for our participants. Local clubs or facilities may be used for private instruction and play. The customer acknowledges that TV is acting as an independent intermediary for these various suppliers. TV has no responsibility or liability for these suppliers, over whom TV maintains no control over their personnel, equipment or operations. TV can assume no responsibility for and cannot be held liable for any personal injury, property damage (including lost luggage) or other loss, accident ,delay, inconvenience, or irregularity which may be occasioned either by reasons of (1) any wrongful, negligent acts of omissions on the part of these suppliers, (2) any wrongful, negligent, or unauthorized acts or omissions on the part of any employee of any of these suppliers, (3) any defect in or failure of any vehicle, equipment or instrumentality owned, operated or otherwise used by any of these suppliers, or (4) any wrongful or negligent acts of omission on the part of or any other parts not under the control, direct or otherwise, of TV. Furthermore, TV cannot be held responsible for any Acts of God, weather conditions, wars, illness, quarantine, strikes, terrorism or other causes not controlled by TV and not known to TV at the time of departure.

AUSTRALIAN OPEN TICKET CONDITIONS OF SALE AND ENTRY:

Tickets are issued by Tennis Australia (TA), the organizer of the Australian Open (AO), subject to the following conditions:

1. No refund or exchange on any ticket including complimentary tickets except in accordance with the LPA Code of Practice for the ticketing of Live Entertainment Events in Australia (www.liveperformance.com.au) and where expressly stated on ticket.
2. Sale of each ticket creates a contract between TA and the purchaser which gives the purchaser a transferable but conditional license for admission to Melbourne Park (MP) for a certain session of the AO. The license will automatically terminate if the purchaser or any subsequent transferee, without the prior written consent of TA, resells the ticket at a premium or through a broker or agent; advertises or offers the ticket for resale on the internet or in any other medium; or packages, advertises or uses the ticket for advertising, promotion or other commercial purposes (including competitions or trade promotions) or to enhance the demand for other goods or services. If a ticket is sold or used in breach of these conditions and the license has terminated, TA has the right to deny admission to the bearer of the ticket, or to take other action, without any guarantee of a refund. Entry may also be denied if tickets are not purchased from Ticketek or other authorized points of sale.
3. By purchasing a ticket to the AO you consent to the collection and use of your personal information by Ticketek and TA and the disclosure of that information by Ticketek to TA for the purposes of ticketing and event marketing purposes in the promotion of the AO and related events. You may contact TA (at Private Bag 6060 Richmond, Victoria 3121) and Ticketek (at GPO Box 1610, Sydney NSW 2001) to request access to the information held about you or if you no longer wish TA to contact you for marketing purposes..

4. Rod Laver Arena & Hisense Arena night session and After Five Ground Pass ticket holders cannot access MP until 5.00pm. Access to the Rod Laver Arena & Hisense Arena auditoriums for night sessions may be delayed if day session play runs late.
- 5 The AO schedule/format is provisional and subject to change if necessary without notice due to adverse weather conditions or other reasons. TA reserves the right to cancel, withdraw, postpone, relocate or reschedule players and or matches. There is no guarantee of viewing any scheduled match.
6. Patrons enter MP at their own risk and Melbourne & Olympic Parks Trust (MOPT) and TA will not be liable for any injury, loss or damage suffered by any person entering MP, including liability for any injury, loss or damage caused by the negligence of MOPT or TA, its employees, contractors or agents.
7. MOPT and TA reserve the right, with reasonable cause, to refuse entry to any person or remove any person from MP without any entitlement to a refund.
8. MOPT and TA reserve the right to inspect clothing, containers and baggage intended to be brought into MP including inspection by screening equipment.
9. Whilst at MP, patrons are responsible for their own property. For the safety and comfort of all patrons, any item or bag that is too large to fit under a seat cannot be brought into MP and a limit of 1 bag per person applies. All bags are subject to search and patrons are reminded to not leave bags or packages unattended at any time.
10. All promotional, commercial, political, religious or offensive items of whatever nature including, but not limited to, clothing, banners, signs, symbols and leaflets are prohibited and must not be used for display purposes or brought into MP and its surrounding precinct.
11. For the comfort and safety of patrons and players, and/or pursuant to the *Major Events (Crowd Management) Act 2003* ('Act'), the following items are NOT allowed into MP:

Alcohol; animals except service animals (e.g. seeing eye dogs); any item that could be used as a weapon; audio recorders; bicycles, scooters, skateboards and roller-blades/skates; camera tripods, monopods, telephoto camera lenses with a focal strength of greater than 200mm; video cameras & handy-cams; drink & food cans; chairs & stools; eskies & hampers; fireworks; frisbees; helium balloons; glass (including bottles); large containers in excess of 1.5 litres; flags, banners or signs larger than 1.2m wide or with handles longer than 50cm in length; musical instruments &/or amplification equipment; unauthorized advertising or marketing material or flyers; laser pointers, distress signals, whistles or loud hailers; dangerous goods and any other item prohibited by legislation.

Note: Prams and strollers are not permitted in seating areas.
12. Patrons are not to engage in any conduct, act towards or speak to any player, umpire, referee, other official or another patron in a manner which offends, insults, humiliates, intimidates, threatens, disparages or vilifies that other person on the basis of race, religion, color, descent or national/ethnic origin.
13. Patrons must not disrupt, interrupt, or behave in any manner that causes delay to the event, distract, hinder or interfere with a player or interfere with the comfort of other patrons and their enjoyment of the AO (for which a 24hr ban from the premises may be imposed pursuant to the Act), or enter or attempt to enter any restricted area.
14. Shoes/footwear must be worn at all times.
15. Standing is not permitted in seated areas until end of games or between matches. Standing in the aisles or sitting on the stairs is not permitted at any time.

16. Patrons are not permitted to open umbrellas within the seating areas of all courts whilst there are matches in progress.

17. The use of laptops is prohibited in spectator viewing areas of all tournament courts without prior authorization of TA Management.

18. Images of the AO taken with a camera, mobile phone or other wireless device cannot be used for any purpose other than for private and domestic purposes. Patrons cannot sell, license, publish or otherwise commercially exploit photographs. Flash photography is not permitted in seating areas. Taking video footage via any means is forbidden.

19. Making or distribution of broadcasts or narrowcasts of any images, sounds, data, results, statistics or commentary of the AO by any means in any format or media including by mobile phone or other wireless device is forbidden.

20. Patrons consent to being photographed, filmed and recorded as AO patrons, and consent to use of any such film, image or recording at the discretion of TA, its commercial partners or law enforcement agencies without compensation or notice.

NOTE: Some areas of MP are exposed to direct sunlight and heat. Patrons should be aware that auditorium seating may be in the sun for part or all of the day. Patrons are required to take appropriate care for their hydration and sun protection.