# SHOWTIME BASKETBALL PTY LTD - TERMS and CONDITIONS



## **BOOKING & ADVISORY SERVICES TERMS AND CONDITIONS**

IMPORTANT: Please read the following "Booking & Advisory Services - Terms and Conditions" (Booking T&Cs) carefully, as they contain important information about your legal rights, remedies, and obligations.

By making any booking for Travel Products with Us, you agree that all bookings will be made for the Tour Group, as such no bookings will be made for individual travellers. We will make bookings for the Tour Group in-line with the specifications outlined in the Tour Proposal provided to the Tour Group Leader and, where required, discussed with the Tour Group Leader.

By joining a Showtime Basketball tour, you agree to comply with and be bound by these Booking T&Cs which apply to the booking that you have made by completing an online registration form and/or payment of a deposit (whether to Showtime or the Tour Group directly) to join a specific tour. Do not make a booking unless you understand and agree with the following Booking T&Cs and any of the terms and conditions from Travel Providers relating to the Travel Products you and the Tour Group buy from **us** (**Travel Provider T&Cs**). Showtime will make bookings with specific Travel Providers inline with the specific needs of the Tour Group as outlined in the Tour Proposal provided to the Tour Group Leader, in consultation with the Tour Leader.

Nothing in these Booking T&Cs is intended to exclude, limit or modify any rights that you have under the Australian Consumer Law, but we do not give any guarantee or warranty, and do not make any representation of any kind, express or implied, with respect to the use of our Website or the Booking & Advisory Services supplied in addition to those rights.

#### 1. Definitions

"We" and "us" means Taylor Family Trust" (ABN: 59 742 875 228), trading as "Showtime Basketball Pty Ltd (ACN: 618 084 905).

"You" or "your" means any user of our Website or any person who acquires the Booking & Advisory Services, including any person who acquires a Travel Product (whether or not the Booking & Advisory Services were acquired by you on behalf of another person or by another person on behalf of you).

"Tour Group" means a group of travellers from a collective group (i.e. school, basketball club or other similar organisation) who form a group of travellers who wish to acquire Booking & Advisory Services. The Tour Group will nominate a Tour Group Leader who is responsible for selecting any required Travel Products along with providing any and all communications to and from the Tour Group on behalf of Us.

"Booking & Advisory Services" means services provided by us to you in assisting you to acquire a Travel Product from a Travel Provider and includes advisory and consulting services and facilitation of your purchase from one or more Travel Providers.

"Travel Provider" or "Travel Providers" means the company or person who provides you with the Travel Product such as airlines, sightseeing attractions, charter coaches, car hirers and accommodation providers. This may also include ticket consolidators and wholesalers that we use to facilitate travel with the Travel

"Travel Product" means the service or product provided by a Travel Provider, such as flights, accommodation, ground transport, entry to attractions and sporting events

"Tour Planning Period" means the period of time between when you complete your registration to join a selected Tour Group and the Tour Group's departure date

"Tour Proposal" means a document outlining specific information relating to a Tour Group's travel requirements, including, but not limited to, travel dates, destinations, the number of travellers and Travel Products selected by the Tour Group.

"Website" means our website [www.showtimebasketball.com.au]

## 2. Key Terms

## 2.1 Agency

We are a travel agent. We sell Travel Products on behalf of Travel Providers

When we provide Booking & Advisory Services and once the Tour Group (and you) have made a booking with us, the Tour Group will have a contract with us in relation to the Booking & Advisory Services and a contract with the relevant Travel Provider(s). Subject to the Tour Group and your rights under the Australian Consumer Law, your rights to amend or cancel your booking and any right to a refund will be governed by the relevant Travel Provider T&Cs and these Booking

A list of our commonly used Travel Providers Terms and Conditions can be found on our Website at

https://www.showtimebasketball.com.au/travel-agent

## 2.2 Liability of Agency and Limitation of Liability

Your legal rights in connection with our provision of Booking and Advisory Services are against us.

Subject to your rights under the Australian Consumer Law, we are not otherwise liable to you, the Tour Group or anyone else (including for negligence, breach of contract or tort) for any loss or damage (including specific, direct, indirect, consequential, economic loss, incidental damages, lost profits or savings or damages for disappointment) which is suffered directly or indirectly in connection with:

- (i) any failure or delay on the part of the Travel Provider or any third party in relation to the supply of Travel Products to you.
- (ii) any acts or omissions of Travel Providers or third parties in the course of supplying Travel Products (including any liability in contract, tort or otherwise, for any direct, indirect or consequential injury, damage, loss, delay, additional expense or inconvenience caused directly or indirectly by any Travel Provider and including but not limited to lost profits or savings or damages for disappointment).
- (iii) any technical errors, corruption of any data, unauthorised access to your personal data, inaccuracies in information supplied by third parties, or failure to complete bookings when that failure is due to circumstances beyond our control.
- (iv) use of (or inability to use) our Website or any linked website;
- (v) disruption to our Website;
- (vi) the delivery or non-delivery of the Travel Product; or
- (vii) any act or omission of Travel Providers or other third parties.

## 2.3 Liability of Travel Provider

Your legal rights in connection with the provision of the Travel Product are against the Travel Provider.

You (and all members of the Tour Group) pay the Travel Provider (via us as the Agent) for providing the Travel Product to the Tour Group. Once the Tour Group has acquired Booking & Advisory Services from us, the Travel Provider will provide the Tour Group with the Travel Product on the relevant Travel Provider T&Cs.

The Travel Provider is the supplier of the Travel Products and is responsible for any express or implied guarantees in relation to the supply of the Travel Products.

All information, including but not limited to representations that a Travel Provider makes on its brochures, relating to the Travel Provider or a Travel Product is provided by the Travel Providers or other independent third parties. We are not responsible for and make no warranty or representation about such information including the standard, class, or description of accommodation or services provided by Travel Providers.



# 2.4 Authority

The Tour Group are responsible for the suitability of any Travel Product that is purchased on behalf of all members of the Tour Group. We are not liable for any inconvenience caused or expense incurred as a result of any unsuitability of the Travel Product, subject to your rights under the Australian Consumer Law.

We will rely on the authority of the Tour Group Leader making the booking to act on behalf of all other travellers on the booking (regardless of whether other travellers have made separate payments) and that person will bind all such travellers to these Booking T&Cs and to the Travel Provider T&Cs.

## 3. Fees & Commissions

#### 3.1 **Fees**

We charge certain fees for providing Booking & Advisory Services to the Tour Group.

These fees represent the work done to arrange the Travel Product and liaise with Travel Providers. The fees are applicable even if the Travel Product is not used and/or the Travel Product is cancelled by the Tour Group, you or the Travel Provider, subject to your rights under Australian Consumer Law.

IMPORTANT: The below Schedule of Fees lists all the fees charged by us. These are in addition to any Fees or non-refundable components charged by the Travel Providers (as detailed in the relevant Travel Provider T&Cs).

Schedule of Booking & Advisory Service Fees	
Booking Agent Fee	Variable based on number of
Number of Travellers in Tour Group	travellers
- 1st to 15th traveller	\$1,400 per traveller
- 16 <sup>th</sup> to 30 <sup>th</sup> traveller	\$1050 per traveller
- 31st to 40th traveller	\$800 per traveller
- 41st and above traveller	\$650 per traveller

Booking fee covers tour coordination/planning – booking of airfares, accommodation, ground travel, included sightseeing and scheduling of appropriate basketball games to be played

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Amendment Fees – varying flights to differ from Tour Group	
Date of change requested:	
Before 31st July in year of travel	\$100 per traveller
<ul> <li>After 1st August and before 30th September in year of travel</li> </ul>	\$350 per traveller
After 1st October in year of travel (at discretion of Us)	Minimum of \$600 per traveller
Late Fees	
- Late payment fee	\$50.00 per 30 days overdue
- Late ioining fee	\$200.00 after 1st March

## 3.2 Commissions

In addition to the Booking & Advisory Services fee, we may receive commissions, fees, gifts or financial incentives from Travel Providers in respect of your booking.

## 3.3 How are funds held?

Any funds received from you and other members of the Tour Group, will be held on trust until such time as remitted to the Travel Provider. A portion of your payment may include a commission component that we will retain on trust until your travel is taken.

Where we charge you a service fee or other fee detailed in our Schedule of Fees, these may be held on trust, these amounts may be non-refundable (subject to any rights you may have under the Australian Consumer Law).

## 4. Booking Terms

- 4.1 Travel Products are subject to availability and can be withdrawn without notice by the Travel Provider. Travel Products may also change at any time in accordance with the relevant Travel Provider T&Cs. Subject to any rights the Tour Group and you may have against us in relation to our supply of Booking & Advisory services to the Tour Group and you, we are not responsible for any withdrawal of Travel Products or changes made by a Travel Provider. Prices for Travel Products are not guaranteed until the Tour Group and you have made a booking with us and received communication from us and the Travel Provider that the Tour Group's booking is confirmed.
- 4.2 Throughout the Tour Planning Period, you must provide accurate and complete details of each traveller, and according to their passport or other identification document. It is your responsibility to ensure that all details of the booking are complete and correct for all passengers at the due dates set by Us. Some Travel Providers will deny carriage if the traveller's name varies from their booking and may cancel automatically if the traveller's name is amended. This could result in the booking being forfeited. We have no responsibility for any loss or damage arising from the incorrect entry of a traveller's name or if you do not comply with the Travel Provider T&Cs.

## 5. Payment Terms

#### 5.1 **Deposits**

You will be required to pay a deposit for your booking. The deposit amount is \$750.00 per person. Any \$750.00 deposit paid to Us is non-refundable.

Additional payments are required in-line with the payment schedule provided to the Tour Group.

All deposits are non-refundable for changes of mind or cancellations by you subject to your rights to a refund or other remedy under the Australian Consumer Law.

#### 5.2 Final payment of balance due

Final payment is required no later than 1st September in the calendar year in which travel begins, approx 90 days prior to departure, unless otherwise stated. Exception: Travel departing in January requires final payment to be made no later than 1st October of the preceding year.

Any failure by you to make payment of the Travel Product in full by the due date may result in your booking being cancelled and the forfeiture of any deposit you have made.

#### 5.3 Currency

Unless otherwise stated, payments are in Australian dollars.

We will make payments to Travel Providers in the United States of America on behalf of the Tour Group. Costs that are incurred in the United States of America will be charged in US dollars, costs in US dollars have been calculated at the foreign currency exchange rate outlined in the Tour Proposal and Tour Flyer.

Should the foreign exchange rate change fluctuate from the specified exchange rate (outlined in the Tour Proposal) during the Tour Planning Period, the Tour Group and all members of the tour group are responsible for any additional costs incurred.

All pricing is exclusive of goods and services tax (GST), as per the ATO website (<a href="https://www.ato.gov.au/business/gst/in-detail/your-industry/travel-and-tourism/gst-and-international-travel/">https://www.ato.gov.au/business/gst/in-detail/your-industry/travel-and-tourism/gst-and-international-travel/</a>) which states international travel does not attract GST. Other taxes may apply upon check-in.

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## 5.4 Payment methods

Payment Method	Processing Fee
Debit Card	Visa and Mastercard (1.55]% surcharge applies)
Credit Card	Visa and Mastercard (1.55]% surcharge applies)
	American Express (2.55]% surcharge applies)
Direct Deposit	Bank details provided on payment schedule

All payments may require up to five (5) business days to process.

#### 6. Cancellation and Amendments

#### 6.1 Cancellations

If you or the Tour Group cancel your Travel Product, your right and the Tour Group's right to a refund is subject to relevant Travel Provider T&Cs and any rights that you may have under the Australian Consumer Law. It is not within our power to decide whether you or the Tour Group will be eligible for a refund for the cost of the Travel Product from the Travel Provider.

Any individual withdrawing from the Tour Group will affect the pricing of the overall tour and overall viability of the entire tour. The Tour Group requires a minimum number of eligible travellers to form a basketball team, as such the following refund policy applies to you and all members of the Tour Group

#### For cancellation:

- More than 180 days prior to departure \$750.00 per person non-refundable deposit
- (ii) 120-179 days prior to departure \$1,500.00 \$750 per person cancellation fee plus non-refundable deposit
- (iii) 90-119 days prior to departure \$2,250.00 cancellation fee of \$1,500 plus non-refundable deposit
- (iv) 70-89 days prior to departure \$3,000.00 cancellation fee of \$2,250 plus non-refundable deposit
- (v) Less than 69 days prior to departure No refunds

#### 6.2 Fees

If you or the Tour Group cancel their Travel Product, or make amendments to your and the Tour Group's booking, we charge cancellation and amendment fees as per the Schedule of Fees in Clause 3.1 above. These fees reflect the work required to cancel the Travel Product and reflects our best pre-estimate of the costs we incur in managing this process. However, we will not charge a cancellation or amendment fee if you or the Tour Group cancel or amend bookings due to a breach by us of our obligations to you or the Tour Group or if the cancellation or amendment is required due to our error.

The Travel Provider may also charge cancellation and amendment fees in accordance with the relevant Travel Provider T&Cs. These fees may be in addition to the fees charged by Us. We are not liable to you / the Tour Group for any cancellation fees, amendment fees, or refusals to refund made by the Travel Provider, subject to any rights you / the Tour Group may have against us under the Australian Consumer Law.

#### 6.3 Fraudulent

We reserve the right to cancel your and the Tour Group's booking in the event we have reasonable grounds to believe it is fraudulent. In such circumstances, we will attempt to contact you and the Tour Group Leader using the email addresses provided at the time of booking. In the event we are not able to contact you or the Tour Group Leader, we may cancel yours and the Tour Group's booking with no liability whatsoever, subject to the Australian Consumer Law. In the unlikely event that the Tour Group and your booking has to be cancelled, subject to the relevant Travel Provider T&Cs, a full refund will be made of all monies previously paid to us to the person(s) who

originally paid for the booking (less any fees charged by us under these Booking T&Cs)

#### 7. Refunds

#### 7.1 Entitlement to a refund

Your entitlement to any refund will depend on the relevant Travel Provider T&Cs, which will apply subject to any rights you may have under the Australian Consumer Law.

7.2 We strongly recommend that you read and understand these Booking T&Cs and all relevant Travel Provider T&Cs, before making the booking. The Tour Group and your booking may be non-refundable.

## 7.3 Requesting a refund

Where applicable, the Booking and Advisory Services we supply include assistance with refunds. Subject to any restrictions in the Travel Provider T&Cs, you and the Tour Group Leader can make a request for a refund from a Travel Provider by contacting us.

If the Tour Group and your refund request is granted by the Travel Provider, the amount of refund will be the amount paid less any fees charged by **Us** (see clause **3.1**) and fees charged by the Travel Provider in accordance with the relevant Travel Provider T&Cs.

If the Travel Provider is required to or otherwise agrees to provide the Tour Group and you with a refund for the Travel Product, we will facilitate the refund between the Travel Provider, the Tour Group and you. Once we have received the refund from the Travel Provider, we will pass it on to the Tour Group and/or you as soon as practicable.

#### 7.4 No shows

If you or the Tour Group have a booking with us in relation to a Travel but you or any member of the Tour Group do not show up to check-in or otherwise do not avail themselves for the Travel Product, you / any member of the Tour Group will not be entitled to any refund from us, subject to any rights you have under the Australian Consumer Law.

## 8. Changes in Price and Itineraries for Travel Products

## 8.1 Price changes

Prices for Travel Products outlined in the Tour Group's Tour Proposal, tour flyer, other specific tour information or other information communicated to you are provided as an indicative guide only and may vary due to peak demand periods, changes in surcharges, fees or taxes or currency fluctuations.

All Travel Products included are outlined in the Tour Group's Tour Proposal which is only provided to the Tour Group Leader. Obtaining a copy of your Tour Group's specific Tour Proposal can only be made by contacting your Tour Group's Tour Leader.

You should check prices for Travel Products with your Tour Group Leader before acquiring Booking & Advisory Services. The Price of the Travel Products is not fixed until your Tour Group Leader receives confirmation from us that the Tour Group's booking is confirmed.

In the event that the Travel Provider adds surcharges, fees or taxes in relation to the Tour Group's booking after the Tour Group has booked such Travel Products with us, we will advise the Tour Group Leader of the proposed price increases. The Tour Group will determine if the entire group does not wish to incur the additional charges, and if the Tour Group chooses to cancel the Travel Product.

In case of an obvious error (including any error in electronic labelling, error in data entry, error of calculation or clerical error) resulting in the display of a price which has obviously been displayed by mistake, we reserve the right to cancel the Tour Group's reservation, even if it was automatically confirmed by us. The Tour Group Leader will be informed of this as soon as possible. In any case, to the extent permitted by law, the Tour Group and you will not be entitled to claim compensation from us on the grounds of the cancellation or the related costs, if any, that have been incurred due to an erroneous reservation which has been cancelled.

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# 8.2 Other changes

If a Travel Provider changes any part of your/the Tour Group booking for reasons beyond its control, for example, due to scheduling issues or overbooking we will use our reasonable endeavours to notify the Tour Group Leader. If any such changes result in your Travel Product being materially different, then the Tour Group may cancel the Travel Product and we will refund any monies already paid subject to the relevant Travel Provider's T&Cs, less any fees charged by us under these Booking T&Cs and at all times subject to any rights or remedies you may have under the Australian Consumer Law.

It the Tour Group's and your responsibility to re-confirm all flight departure times with the relevant Travel Provider, prior to departure. We will not be liable for any costs incurred as a result of the Tour Group or you missing any flight due to the Tour Group's and your failure to check itinerary prior to departure.

## 9. Force Majeure

- 9.1 Subject to any rights or remedies you may have under the Australian Consumer Law, we will not be liable for any failure or delay in providing the Tour Group or you with Booking & Advisory Services in relation to Travel Products that is due to events beyond our control, including, but not limited to: acts of God, accident, riot, war, terrorist act, epidemic, pandemic, quarantine, outbreaks of infectious disease or any other public health crisis, civil commotion, breakdown of communication facilities, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalised lack of availability of raw materials or energy (force majeure event).
- 9.2 For the avoidance of any doubt, a force majeure event shall not include:
  - a) any member of the Tour Group or your (including third parties you may be booking for) financial distress; or
  - b) or Us to make a profit or avoid a financial loss; or
  - c) changes in market prices or conditions; or
  - d) any member of the Tour Group or your (including third parties you may be booking for) financial inability to perform their/your (including third parties you may be booking for) obligations hereunder.
- 9.3 If a force majeure event occurs that affects the Tour Group's booking, the Tour Group's and your entitlement to a refund, credit or re-scheduled travel booking will depend on the relevant Travel Provider T&Cs and will at all times be subject to any rights you have under the Australian Consumer Law.
- 9.4 If the Tour Group's booking is impacted by a force majeure event and the Tour Group and/or you are entitled to a refund from the Travel Provider, we will facilitate this refund to the Tour Group and/or you as soon as reasonably practicable.
- 9.5 For the avoidance of any doubt, in the circumstance that a force majeure event occurs the following fees are non-refundable (subject to any right to a refund the Tour Group and/or you may have under the Australian Consumer Law):

  a) the service fees paid to us in respect of the Tour Group's and/or your booking (referred to at clause 3.4 above); and b) any other fees referred to in our Schedule of Fees.

## 10. Your Obligations and Warranties

You (or your parents/legal guardians for persons aged under 18 years of age at the time of travel) warrant and acknowledge to us that:

- a) you are at least 18 years old (or are acting on behalf of a minor) and have the power, capacity and authority to enter into a binding contract with Us and the Travel Provider;
- you have sufficient funds to pay for the Booking & Advisory Services and the Travel Product;
- c) you understand you are travelling as part of a Tour Group and by joining this Tour Group you consent to the Tour Group Leader selecting the required Travel Products for the tour package as outlined in the Tour Proposal. I will understand I will not have an option to select individual Travel Products from Travel Providers.
- d) you have read and understood these Booking T&Cs and if booking on behalf of third parties, you understand that their booking is subject to these Booking T&Cs and all relevant Travel Provider T&Cs;
- e) any and all information you provide us about you and third parties throughout the Tour Planning Period is true, accurate, current and complete (apart from any optional items) as required by any registration process;
- you will maintain and promptly update this information to keep it true, accurate and complete;
- you have considered acquiring comprehensive travel insurance through the Tour Group and we are not responsible for any failure by you or the Tour Group to acquire adequate insurance cover;
- h) you and the Tour Group have accessed <a href="https://www.smarttraveller.gov.au">www.smarttraveller.gov.au</a> for information specific to your intended travel destination; and
- you will use the Booking & Advisory Services in accordance with these Booking T&Cs and you will not use the Booking & Advisory Services in any way to breach any laws or defame any person.

#### 11. Passports, Visas and Health Requirements

- 11.1 It is your responsibility to ensure that you have the required documents, including passports and visas, before travelling to a destination. For more information please log on to <a href="https://www.dfat.gov.au">www.dfat.gov.au</a> and <a href="https://www.smarttraveller.gov.au</a>. It is your responsibility to check with the respective Embassy or Consulate of each country that you are travelling to as many destinations require visas for both Australian and non-Australian passport holders. We recommend that you log on to <a href="https://www.visalink.com.au">www.visalink.com.au</a>. It is your responsibility to ensure that you have at least six (6) months validity on your passport from the date you return from your departure.
- 11.2 We recommend that you visit the Department of Foreign Affairs and Trade's (DFAT) websites at <a href="https://www.dfat.gov.au">www.dfat.gov.au</a> and <a href="https://www.smarttraveller.gov.au">www.smarttraveller.gov.au</a> for information relating to safety alert levels of your intended travel destination
- 11.3 For international travellers booked on flights to the USA, including Hawaii, it is now mandatory, under the Visa Waiver Program to receive an Electronic System for Travel Authorisation (ESTA) no less than 72 hours before your intended travel date. This can be obtained from the following Website: <a href="https://esta.cbp.dhs.gov/esta/">https://esta.cbp.dhs.gov/esta/</a>. It is your responsibility to ensure that you have obtained an ESTA. Other countries may have similar requirements. It is your responsibility to ensure you have checked and obtained other relevant visas for other countries.



11.4 It is your responsibility to ensure that you are aware of any health requirements for your travel destinations. Vaccinations are strongly recommended for certain destinations. It is your responsibility to contact your local doctor to receive advice on any health requirements. Please note that vaccinations may be recommended before your travel departure date.

#### 12. Travel Insurance

- 12.1 Your safety and enjoyment is important to us and we strongly recommend that the Tour Group obtain an appropriate travel insurance policy for you and any third parties you may be booking for. A travel insurance policy may help cover any costs associated with cancellations, medical and repatriation expenses, personal injuries or accidents, death, loss of personal baggage or money, and personal liability insurance.
- 12.2 It is your responsibility to ensure that you are adequately protected by an appropriate travel insurance policy. We recommend you refer to the Australian Government advice on SmartTraveller in relation to travel insurance.

## 13. Ticketing

- 13.1 For international bookings, documentation will be issued upon payment and completion of the booking process. All travel documentation and completed itineraries for the Tour Group will be available for distribution approximately 30 days prior to departure.
- 13.2 For international departure, e-tickets will be issued upon payment and completion of the booking process. In some instances, an e-ticket for flights selected may not be able to be issued. Bookings that cannot be issued with an e-ticket will have to be changed to comply with e-ticket regulations. All other travel documentation, such as hotel booking confirmations, will be provided in the detailed Tour Group itinerary which will be emailed to the email address you provided. Should the Travel Provider issue paper vouchers, we will contact the Tour Group Leader about how to distribute these.

#### 14. Frequent Flyers and Special Requests

- 14.1 Please advise your Tour Coordinator of your Frequent Flyer membership details during the passport information collection phase for inclusion in your booking. We do not offer advice on Frequent Flyer eligibility on flights that we advertise or that you have booked. For more information on whether your airfare is eligible for Frequent Flyer rewards, you must contact the Travel Provider directly. We do not take any responsibility should a Travel Provider fail to register your trip. We recommend that you retain copies of your airline ticket and boarding pass as a record.
- 14.2 We will communicate any special requests that you have in relation to your Travel Product(s) but we make no guarantee that the Travel Provider will accommodate them.

#### 15. Website and Links

- 15.1 We may at any time modify these terms and conditions and the changes will come into effect once they are uploaded onto our Website.
- 15.2 The applicable terms that apply to you are the Booking T&Cs that were in effect at the time you made your booking with us.
- 15.3 You acknowledge that the inclusion of links on our Website is not intended as an endorsement or recommendation of any linked website or its content of such sites. We do not guarantee that our Website or any linked website will be free from viruses, or that our Website or any linked website will be uninterrupted.
- 15.4 We reserve the right to correct any errors in rates or content quoted or calculated for any Travel Product, with immediate effect. We will use our reasonable endeavours to notify you of such corrections.

## 16. Privacy

16.1 You acknowledge and agree that we may disclose some or all of your personal information as outlined in our Privacy Policy available at <a href="https://www.showtimebasketball.com.au/travel-agent">https://www.showtimebasketball.com.au/travel-agent</a>. The terms of our Privacy Policy are incorporated into these Booking T &Cs.

## 17. Jurisdiction and Governing Law

17.1 All matters arising out of or in connection with the use of our Website and all of these Booking T&Cs are governed by the laws of Victoria, Australia. By accessing this Website, and by acquiring the Booking & Advisory Services, you irrevocably and unconditionally consent and submit to the exclusive jurisdiction of Victoria, Australia.

## **Privacy Notice**

Showtime Basketball Pty Ltd collects your personal information to enable us to provide you with the Booking & Advisory Services and the Travel Products, including assisting in arrangements with suppliers (such as hotels and airlines). We will also use your personal information to personalise the service we provide you, including your experience on our and other websites, and provide you with information about our and our partners' products and services. Your information may be disclosed to suppliers, Travel Providers, our website manager, our contractors and others where authorised or required by law. For further information, including how you can request access to and correct your personal information or complain about a breach of your privacy, please see our privacy policy at <a href="https://www.showtimebasketball.com.au/travel-agent">https://www.showtimebasketball.com.au/travel-agent</a>.