# *Terms and Conditions*

## *Birdcage & Reserved Car Parks*

**1. DEFINITIONS**

***Car Park*** means:

- the car parks and grounds controlled by or on behalf of the VRC and used for the parking of vehicles or other purposes, and includes any public car parks and unreserved members' car parks; and
- any car park which is reserved for use by VRC members, VRC staff, corporate clients or contractors or volunteers participating in Events,

but excludes Reserved Car Parks.

***Car Site Facility*** means a car site in either The Nursery or The Rails.

***Client*** means the Member listed on the booking form as booking a Facility or any person who has entered into an agreement with VRC in respect of a Reserved Car Park.

***Course*** means Flemington Racecourse and the Car Parks.

***Course Conditions*** means the *Ticketing and Conditions of Entry for Flemington Racecourse* as amended from time to time and posted at entrances to the Course, available from VRC's website at www.vrc.com.au/about-vrc/terms-and-conditions/ or available from VRC on request.

***Event*** means any particular event or series of events on a day, comprising horse racing and/or other sporting or entertainment activities, conducted at the Course or a Reserved Car Park by, or under authorisation from, VRC.

***Facility*** means a Car Site Facility, a Super Site Facility as such facilities are offered and described by VRC, and includes any such facility that may be renamed or replaced by VRC or any other facility offered by reference to these terms and conditions.

***Facility Payments*** means, in relation to a Facility for a day, payments to the Client by VRC in relation to that Facility for that day, excluding credit card fees.

***Feature Race*** on a day means the horse racing Event which either: (a) offers the most prize money on that day; or (b) is advertised as the feature race in all marketing collateral for that day despite the Event having less prize money than another horse racing Event on that day.

***Melbourne Cup Carnival*** refers collectively to Events held by VRC during the period which includes the first Tuesday in November and runs from the preceding Saturday to the following Saturday, including such Events as they may be rescheduled.

***Member*** means a full, life, provisional, or restricted financial Member of VRC.

***Pedestrian Pass*** means a pass for a single person (and not a vehicle) to enter a particular Reserved Car Park.

***Reserved Car Park*** means The Nursery and The Rails Members' car parks, The Birdcage enclosure (including the facilities located therein) during the Melbourne Cup Carnival and certain of these areas operating as a Reserved Car Park on any other raceday as notified by VRC from time to time.

***Super Site Facility*** means a site in The Nursery measuring 11 x 3 metres or as otherwise designated by VRC.

***VRC*** means Victoria Racing Club Limited ACN 119 214 078.

***Withheld Costs*** means costs relating to the Client's Facility incurred by VRC that VRC is not able to avoid or recoup despite using reasonable endeavours.

***You*** means an individual who has entered a Facility or (where applicable) a Client.

**2. GENERAL**

2.1 By entering a Reserved Car Park or receiving a ticket for entry to a Reserved Car Park, You are deemed to have accepted, and understood as binding on You, these conditions and any accompanying risks, obligations and responsibilities. It is your responsibility to read and inform yourself of these conditions.

2.2 Separate terms and conditions apply in relation to the Course (the Course Conditions), relevant sections of which are to be read subject to these terms and conditions. Clients must ensure that each of their guests is familiar and complies with these terms and conditions and the Course Conditions. Clients agree and acknowledge that they are responsible for any non-compliance with these terms and conditions, and for any of their guests' acts or omissions while present at a Reserved Car Park or the Course generally.

2.3 Nothing in these conditions of entry affects your rights under the *Competition and Consumer Act 2010* (Cth), under which VRC gives You certain non-excludable consumer guarantees.

2.4 Upon receipt by a Client of a booking confirmation from VRC in relation to a Facility, these terms and conditions will also constitute a binding agreement between the Client and VRC.

2.5 While present at a Reserved Car Park or the Course, You must comply with:

(a) all relevant laws; and

(b) all relevant and published policies of VRC, including those relating to liquor, gambling, smoking and conduct.

2.6 Unless You hold a ticket or pass allowing entry to a Reserved Car Park, You must not enter or remain in (or allow your vehicle to remain in) a Reserved Car Park. If You hold a ticket or a Pedestrian Pass for a particular Reserved Car Park, You must only enter the Reserved Car Park indicated on your ticket or pass.

2.7 If You bring children into a Reserved Car Park, You are responsible for the care, conduct and supervision of those children at all times. You are responsible for any acts or omissions committed by children in a Reserved Car Park or the Course.

2.8 You must not, without the express authorisation of VRC, enter the racetrack itself or stalls or any area where the movement of horses

occurs or any area of a Reserved Car Park or the Course where persons including ticket holders are prohibited to enter (as indicated by fencing, cordons, locked doors, signage or otherwise). If You do so, You may be (without limitation) removed from a Reserved Car Park or the Course, banned from attending a Reserved Car Park or the Course in the future and subject to legal action.

2.9 You acknowledge that, in any Reserved Car Park, there is a possibility of an accident causing injury, death or property damage or loss, and that entry to a Reserved Car Park is at your own risk. You acknowledge and agree that you enter a Reserved Car Park at your own risk. The risks associated with entry to a Reserved Car Park include, but are not limited to, the risk of suffering injury, harm or loss as a result of:

(a) vehicles being stolen, or items within vehicles being stolen;

(b) collisions between vehicles, between vehicles and people or between vehicles and structure;

(c) temporary structures (including without limitation umbrellas, marquees and gazebos), parts thereof or other debris being dislodged and coming into contact with persons, vehicles or structures;

(d) incidents involving the movement of horses (such as where horses jump or breach fences, railings or barriers or break free – whether being led or ridden or in their stalls – and come into contact with persons, vehicles or structures); and

(e) harmful acts (whether intentional or inadvertent) committed by persons (such as intoxicated persons) present in a Reserved Car Park or at the Course.

2.10 You acknowledge that some areas of the Reserved Car Parks:

(a) are exposed to the weather, including direct sunlight and heat, hail, rain and wind. VRC does not guarantee that there will be sufficient room for You to obtain shelter from such weather; and

(b) have either obstructed views or no views of the racetrack. VRC does not guarantee that all areas of the Reserved Car Park will have clear viewing of all parts of the racetrack.

2.11 Whilst at a Reserved Car Park, You are responsible for your own property. You must not leave your bags or possessions unattended at any time.

2.12 If You breach these conditions, or VRC (with reasonable cause) so directs, You may, without limitation:

(a) be required to leave or be removed from the Reserved Car Park or the Course;

(b) be refused entry to the Reserved Car Park or the Course;

(c) be removed from the Reserved Car Park or the Course;

(d) have any pass or ticket confiscated or cancelled without refund;

(e) have your car towed (at your expense);

(f) be reported to an appropriate law enforcement body;

(g) where You are a Member, have your Membership suspended or cancelled; or

(h) or where You are a Client, have any Pedestrian Passes issued to You cancelled.

This clause does not limit the rights available to VRC under these conditions or otherwise at law.

2.13 You must comply with all reasonable directions given by VRC or persons authorised by VRC. VRC or a person authorised by VRC may, at any time, inspect any vehicle, bag, basket or other receptacle or require You to turn out your pockets.

2.14 If You become aware of any incidents, matters or circumstances in contravention of these conditions, or if You have any issues that You wish to bring to VRC's attention, You may call the VRC help line on (03) 9371 7194. You should do this as soon as possible so as to assist VRC to provide You with a helpful response.

2.15 You acknowledge and agree that any part of these conditions which contravenes the law of the relevant jurisdiction will not be enforceable, but that such conditions (or part or parts thereof) are severable and do not invalidate the remaining conditions.

## 3 ALLOCATIONS, BOOKINGS AND PAYMENTS

3.1 Allocation of Car Site Facilities and Super Site Facilities will be conducted by random allocation at the completion of the 4-on-sale period for the Melbourne Cup Carnival, or by such other random, preferential or non-preferential method as determined by VRC in its absolute discretion.

3.2 The Facilities are allocated subject to availability.

3.3 Dates, Facilities, fees and conditions are correct at the time of printing and are subject to change without notice. VRC may at any time, by written notice to You (or verbally during, or within 24 hours prior to, the Event should circumstances require relocation at that time), relocate a Facility or move the Client and all persons sharing the Client's Facility to:

(a) another Facility or location at the Course; or

(b) a facility or other location at another venue within Melbourne to which an Event has been relocated.

3.4 In the event a relocation under clause 3.3 occurs due to an event or act beyond the control of VRC (such as weather), clause 3.5 will apply. VRC will use reasonable endeavours to ensure that the new facility or location is equivalent or similar to that originally booked by the Client. To the extent that no

facility can be made available, VRC may cancel the booking, in which case the Client will be entitled to a refund consistent with clause 13, whether the relocation applies merely to the Facility or to the whole Event.

3.5 Except as expressly provided under these conditions or the Course Conditions, under no circumstances will VRC be liable to You if VRC is unable to perform its obligations to You due to any event or act beyond the control of VRC.

3.6 All bookings for Facilities must be accompanied by full payment by credit card to Ticketmaster during the booking process.

3.7 After successful allocation of a Facility to a Client, refunds will only be issued in accordance with clauses 13.2 and 13.4 of these terms and conditions.

3.8 A service and handling fee will apply to all transactions.

4 **PEDESTRIAN PASSES**

4.1 Pedestrian Passes can be purchased at the time of purchasing a Reserved Car Park.

4.2 No additional Pedestrian Passes will be provided for Facilities.

4.3 Pedestrian Passes will be issued at the time of payment through Ticketmaster.

5 **SIGNAGE**

5.1 Signage is not permitted in the Reserved Car Parks unless specifically approved by VRC in writing. Prohibited signage includes banners, posters, flags and any other promotional material.

5.2 If any other signage is erected without the approval of VRC, VRC may remove it or require that it be removed immediately. Any costs incurred by VRC or a third party in connection with the removal of signage will be at the cost of the Client.

6 **RESERVED CAR PARK CONDUCT AND PROHIBITED ITEMS**

6.1 For the comfort and safety of persons in a Reserved Car Park, You are not permitted to bring into a Reserved Car Park (or have in your possession in a Reserved Car Park) any of the following without the written consent of VRC:

(a) prohibited weapons or controlled weapons within the meaning of the *Control of Weapons Act 1990* (Vic) whose possession would constitute an offence under that Act or articles capable of being used as weapons or anything which may be used in a way which adversely affects the safety of persons at a Reserved Car Park or the Course, damages property or interferes with the comfort of persons at a Reserved Car Pars or the Course or with their enjoyment of any Event;

(b) any object that could be used to distract, hinder or interfere with any animal or person taking part in an Event, or disrupt, interrupt or behave in any manner that may interrupt any Event, whether intentionally or otherwise, such as a laser pointer device (or a device incorporating a laser pointer) or a drone;

(c) any animals (other than, if the person is blind, deaf or otherwise suffering a disability, a guide dog);

(d) any whistle, loud hailer, public address system, electronic or other broadcast device or any device which may interfere with electronic or radio communications or broadcasting signals or equipment used by VRC or other persons authorised by VRC in connection with an Event;

(e) any fireworks, flares or distress signals;

(f) any item that You intend (or such quantities of the item from which VRC can reasonably infer that You intend) to distribute, hawk, sell, offer or expose for sale;

(g) any dangerous goods (as that term is defined in section 3(1) of the *Dangerous Goods Act 1985* (Vic));

(h) any object, device or substance that may be used to deface or damage any part of a Reserved Car Park or the Course, such as any spray paint or permanent markers;

(i) any hay bales, torn-up or shredded paper, confetti, rice, streamers or similar items;

(j) any barrel or keg of any size, or any container capable of holding more than 4 litres of liquid;

(k) any generator, refrigerated van or heater or other appliance that has not been approved in writing by VRC;

(l) any unregistered road vehicle (including a scooter) and any skateboard, roller skates or roller blades (or similar items); or

(m) any item (such as any article of clothing, poster or sign) bearing any image, slogan or text which is indecent, discriminatory, obscene, insulting or threatening or which may be offensive to other persons present at the Reserved Car Parks or the Course (as determined by VRC in its sole discretion).

Any consent given by VRC may be revoked by VRC at any time. If such consent is withdrawn, or if no consent was obtained, and You are found in possession of an item that is not permitted to be brought into the Reserved Car Park, You will be required to immediately dispose of or surrender to VRC (or VRC's contracted security personnel or other nominee) the offending item, or leave the Reserved Car Park with it via the nearest exit, unless the item is seized by the police. You will also be required to take your vehicle with You or make arrangements for its removal at your expense.

6.2 You must not, while at a Reserved Car Park:

(a) pick any flower or injure or uproot any tree, shrub, flower or other plant or disturb or interfere with any fauna;

(b) climb or attempt to climb or remain on any tree or structure, or do anything likely to endanger your safety or that of anyone else;

(c) post, stick or place or attempt to post, stick or place any poster, placard, bill, banner, print, paper or any advertising material on any building, vehicle, tree, fence, cordon or other structure;

(d) distribute any printed or visual matter or distribute, display or promote any advertising or promotional material or samples of goods or services or any other matter or thing;

(e) distribute, hawk, sell, offer or expose for sale any goods or services or solicit or collect subscriptions, donations, money or orders from persons present at a Reserved Car Park or the Course;

(f) misuse, deface, damage or remove from a Reserved Car Park or tamper with, or attempt to misuse, deface, damage, remove from a Reserved Car Park or tamper with any building, seat, chair, table, structure, vehicle, craft, truck, pipe, tap, tap fitting, conduit, electrical equipment, wiring or sign, or excavate or cause to be excavated any part of a Reserved Car Park;

(g) block any thoroughfare including, without limitation, any road, stairs, steps, aisle, gangway, overpass, underpass, pontoon, bridge, passage, entry or exit;

(h) deposit litter, except in a receptacle provided for that purpose;

(i) throw or attempt to throw any stone, bottle or other projectile;

(j) disrupt, interrupt or behave in any manner that may disrupt or interrupt any Event, distract, hinder or interfere with a participant in an Event or interfere with the comfort of other persons at a Reserved Car Park or the Course which includes but is in no way limited to the use of drones;

(k) use offensive, indecent or obscene language or threatening or insulting words or otherwise behave in an offensive, threatening, abusive, riotous, indecent or insulting manner;

(l) urinate or defecate otherwise than into a receptacle specifically provided for that purpose by VRC;

(m) interfere with, obstruct or hinder VRC, or persons authorised by VRC, in the exercise of their powers, functions or duties;

(n) engage in any sporting or recreational activity other than those organised by VRC or its licensees;

(o) operate or use a loud hailer, public address system or other broadcast device;

(p) conduct public surveys or opinion polls without the written consent of VRC;

(q) conduct entertainment without a licence from VRC;

(r) smoke in a designated "No Smoking" area; or

(s) act in a manner that may startle, 'spook', distract, interfere with, endanger or cause harm to any horse present at a Reserved Car Park or the Course to any person in proximity to any horse present at a Reserved Car Park or the Course.

6.3 VRC or persons authorised by VRC may, in their sole discretion, prevent You from entering a Reserved Car Park, or remove You from the Reserved Car Park, or have your car towed (at your cost), if VRC or persons authorised by VRC reasonably believe that You are under the influence of alcohol or drugs. You agree that this clause 6.3 does not obligate VRC to undertake any monitoring or compliance methods to ensure that persons present at the Reserved Car Parks are not intoxicated, and VRC will not be responsible for the conduct of intoxicated persons who are present at the Reserved Car Parks, or persons who became intoxicated at the Reserved Car Parks, including any damage or injury caused by such persons. This clause 6.3 does not seek to exclude any legal responsibilities that VRC or persons authorised by VRC may have in relation to the responsible service of alcohol at the Course or the Reserved Car Parks.

6.4 You agree not to hold yourself out or otherwise promote yourself (except to identify yourself as a Member, where You are a Member) or any good or service as being associated with a Reserved Car Park, the Course, VRC or any Event conducted by VRC.

7 **USE OF FACILITY, DRESS STANDARDS AND CONDUCT**

7.1 If an area becomes unavailable because of weather or other reasons, VRC will advise the Client of alternative arrangements. Alternative Facilities cannot be guaranteed. Facilities or other tickets are only refundable in accordance with clauses 13.2 and 13.4 below.

7.2 VRC, its caterers and other accredited parties accept no responsibility for any equipment or property left by You in the Reserved Car Parks.

7.3 A Client may only transfer a Reserved Car Park pass to another Member.

7.4 On your Car Site Facility, subject to any VRC direction otherwise, You will be entitled to:

(a) park a vehicle that complies with the vehicle guidelines in clause 7.9;

(b) in the Nursery only, erect an umbrella (other than a personal rain umbrella), which must be anchored securely to the ground and must not feature any logo or other branding, except for that normally used by the manufacturer. You may be directed at any time by VRC to immediately take down

your umbrella and You must comply with such a direction. This direction can be made by VRC, its representatives or its appointed agents. Such direction may be given by any one or more of a number of means including face to face, audio announcements or visual announcements; and

(c) in the Nursery only, erect an annex structure in accordance with clause 7.6.

7.5 Car Site Facilities are for traditional 'boot' car parties. All roadways and paths between parking bays are to be kept clear at all times.

7.6 Where You erect an annexe structure on your Car Site Facility, it must be anchored securely to the ground at all times and comply strictly with the following guidelines:

(a) the structure must be no larger than 3m x 3m with a roof no higher than 2.5m;

(b) the structure must have no sides or flooring;

(c) there can only be a maximum of two (2) structures per site. Structures will not be permitted on a Super Site Facility in the Nursery; and

(d) the structure must not feature any logo or other branding, except for that normally used by the manufacturer. Any person who attempts to erect any structure outside of these guidelines will be required to dismantle it immediately; and

(e) the structure including market umbrellas must be secured or dismantled prior to departing the Reserved Car Park.

7.7 All structures that are erected will be governed by all regulations and legislation pertaining to temporary structures. You may be directed at any time by VRC to immediately take down your structure and You must comply with such a direction. This direction can be made by VRC, its representatives or its appointed agents. Such direction may be given by any one or more of a number of means including face to face, audio announcements or visual announcements.

7.8 No fencing or boundaries above the height of 1.5 metres may be formed on or around a Car Site Facility.

7.9 The maximum dimensions of a vehicle that can be parked in a Car Site Facility are: length – 5.5m, width – 2.8m and height – 2.2m. No trailers will be permitted.

7.10 No cars are to be parked on Super Site Facilities at any stage during the Melbourne Cup Carnival.

7.11 Clients are responsible for the conduct of guests who enter their Reserved Car Park (which includes the Facilities) during the Melbourne Cup Carnival. Clients occupying Reserved Car Parks (including the Facilities) are permitted to use their Reserved Car Park (including the Facilities) only on the advertised racedays.

7.12 VRC and its approved caterers accept no responsibility for security of goods in the Reserved Car Parks.

7.13 Where vehicle access into the Reserved Car Parks is permitted, vehicles will be permitted until the advised time on each day a Reserved Car Park has been booked by a Client during Melbourne Cup Carnival. The Reserved Car Parks closes at 7pm on each day of the Melbourne Cup Carnival, but patron entry will be refused from 6pm. Vehicle access to the Reserved Car Parks for the purpose of removing your property will be permitted from 8pm or such other time or day as VRC may advise.

7.14 You must remove your vehicle from the Reserved Car Park by 10am of the following day on which a Reserve Car Park has been booked, unless otherwise advised by VRC.

7.15 You accept that noise must be kept to a level that does not disturb adjacent site occupants or to a level that VRC deems acceptable. Noise that is deemed by VRC to be unacceptable must cease immediately. In particular, music in a Reserved Car Park is restricted to the use of a vehicle's fitted radio or stereo. Any other form of amplified music device (such as a portable music device) is prohibited, together with any form of in-car stereo that is not deemed by VRC as appropriate. Music is not permitted in Super Site facilities.

7.16 Music in a Reserved Car Park can only be played in between races and must be kept to an acceptable level as determined by VRC. If VRC asks You to turn down or cease playing music, You must immediately comply with this request, failing which You may be required to leave the Reserved Car Park and the Course.

7.17 No flooring can be placed in a Car or Super Site Facility.

7.18 The use of generators in The Nursery and The Rails Car Parks is prohibited.

7.19 Catering for Super Site facilities is self-catered or accredited caterer supplied only. No cooking equipment or food/beverage service facilities are permitted in a Facility, without prior written consent from VRC.

7.20 If You obtain VRC's approval to bring cooking equipment to a Reserved Car Park, such equipment and its use must comply with all relevant laws and safety regulations.

7.21 If You wish to bring your BBQ to a Car or Super Site Facility, You can do so subject to the following conditions:

(a) all equipment must be in safe working order, with a gas bottle no older than 10 years;

(b) You agree to have your equipment inspected by VRC fire warden(s);

(c) if the BBQ is not regarded as safe and meeting all regulations pertaining to the safe operation of such equipment, VRC may confiscate the BBQ for the entire day;

(d) in the unlikely occurrence that a total fire ban is invoked or as directed by VRC, You must not use any BBQ; and

(e) the BBQ must be gas powered only, without limiting VRC's discretion to withhold approval at any appliance, no charcoal BBQ's, spit cookers or similar items will be permitted.

7.22 The Client must ensure that all of its guests and invitees are made fully aware of VRC dress standards applicable to the relevant Reserved Car Park, which the VRC will provide or make available to the Client. VRC reserves the right to refuse entry to any Client, or the guest if any Client, if they are not dressed in accordance with the relevant VRC dress standards.

7.23 Clients are reminded that they are responsible for the behaviour of their guests. If a Client or Client's guest is in breach of any of these conditions, the Client may be referred to VRC for consideration of disciplinary action under VRC By-Laws, which may include suspension or cancellation of the privileges of Membership of VRC.

7.24 In the event of serious, continued, repeated or multiple breaches, the Client and all of the Client's guests (regardless of the individual or individuals responsible) may also be required by VRC to leave the Course immediately without any entitlement to refund or compensation.

8 **CATERING AND EQUIPMENT HIRE**

8.1 VRC and its accredited caterers follow guidelines for Responsible Serving of Alcohol. Alcoholic beverages are not to be served to anyone under the age of 18 years, or to anyone in a state of intoxication.

8.2 Should a Client not pay any amount due to VRC-accredited caterers, the matter will be referred to the VRC for consideration of disciplinary action under VRC By-Laws, which may include suspension of the privileges of Membership of VRC.

8.3 Should a Client or their invited guests breach (or put the relevant liquor licensee in breach of) any liquor licensing laws or aid or abet the breach of such laws, the Client may be referred to VRC for disciplinary action.

8.4 Car Site Facility Clients may bring their own food and beverages to Car Site Facilities. However, only VRC-accredited caterers are permitted to deliver to a Reserved Car Park or the Course. Other caterers will not be permitted access to deliver to a Reserved Car Park or the Course.

8.5 Car Authorisation passes are not transferable to caterers or other businesses. Any caterer or other business found in a Reserved Car Park or at the Course without VRC accreditation will be refused access or ejected.

8.6 Car Site Facility Clients may bring their own furniture and temporary structures to Car Site Facilities in the Nursery only.

8.7 Super Site Facility Clients accept that they must use VRC's appointed hirer for all equipment hire.

8.8 If a Car Site Facility Client wishes an equipment hire company to enter the Course or any Car Park, that company must be on the panel of VRC-accredited hirers. Other hirers are not permitted to a Reserved Car Park or the Course.

8.9 Clients taking up a Reserved Car Park (including the Facilities) who wish to hire equipment must do so from the panel of VRC accredited hirers as advised to the Client by VRC.

9 **ONSELLING, FACILITY MANAGERS**

9.1 Clients are not permitted to sell, sublet or otherwise part with, or grant an interest in, any part of their Facility, including any Pedestrian Passes. Any Client who is discovered attempting to do so may have their Facility cancelled (along with any applicable Pedestrian Passes) and will be referred to VRC's disciplinary committee.

9.2 Any form of unauthorised advertising or promotion of a Facility is deemed to be onselling.

9.3 Clients can engage a person or organisation to manage their Facility, but under no circumstances can this person or organisation act as a selling agent (for tickets to a Facility). In the event of this occurring, the Client is deemed to be onselling and will be referred to VRC for disciplinary action. Any Facility manager intending to operate within a Reserved Car Par and/or Course must first be accredited by VRC, who may provide or withhold such accreditation in its absolute discretion and will only consider accreditation where the Client has agreed to obtain its food, beverage and equipment requirements from providers accredited by VRC to work within the relevant Reserved Car Park.

9.4 Clients are entitled to share the cost of entertainment with their guests. However, if the Client is operating their Facility to earn a profit, they are deemed to be onselling and will be referred to VRC for disciplinary action.

10 **RESERVED CAR PARK TICKETING**

10.1 Only Pedestrian Passes and Members' Enclosure tickets or passes as issued by Ticketmaster or VRC will be accepted for entry into any of the Facilities. VRC will not accept photocopies, and may refuse to accept tickets that have been defaced or otherwise damaged.

10.2 Guests of Clients (Pedestrian Pass holders) are restricted to public areas of the Course and the designated area in which their Client's Facility is located within the relevant Reserved Car Park.

10.3 Clients must ensure that guests scan their tickets or passes correctly at all times. Failure to do so may result in entry being refused. No person will be admitted to any area of the Reserved Car Parks without the correct ticket or pass.

11 **LOST OR STOLEN TICKETS**

11.1 VRC will not accept responsibility for tickets lost or misplaced by Australia Post (or any other third party). However, VRC will endeavour to replace these tickets if given sufficient notice and provided with sufficient evidence.

12 **LIABILITY AND INDEMNITY**

12.1 Aside from VRC's liability as referred to in clause 2.3 and any liability that VRC may have for any:

(a) breach by VRC of any express term of these conditions, the Course Conditions or any additional conditions applying to Reserved Car Parks;

(b) breach by VRC of any term implied into these conditions, the Course Conditions or any additional conditions applying to Reserved Car Parks, or under the general law; or

(c) tort committed by VRC or any tort committed by VRC's employees or agents for which VRC is vicariously liable at law,

VRC will not be liable for any loss or damage suffered by You, persons under your supervision (including children) or any other person present at a Reserved Car Park or caused by any acts or omissions of VRC or employees, agents or contractors of VRC, or any other persons present at a Reserved Car Park or the Course.

12.2 Subject to clause 2.3, any liability of VRC to You under these conditions or otherwise will not extend to loss of chance, profits, revenue, income, dividends or winnings or indirect or consequential loss.

12.3 You indemnify VRC against all liability for or in respect of any claims, demands, actions, suits or proceedings, costs, expenses, loss, damage, injury or death of any person arising out of or in connection with any of your acts or omissions, or the acts or omissions of your guests, children, employees, contractors or agents while at a Reserved Car Park or the Course.

13 **CANCELLATION, POSTPONEMENT, RELOCATION AND REFUNDS**

13.1 Pedestrian Passes are not refundable under any circumstances unless either: (i) an Event is cancelled or postponed by VRC; or (ii) any applicable law prohibits VRC from permitting patrons to attend the Course on the day for which the Pedestrian Passes allow access, in which case clauses 4.1 and 4.2 of the Course Conditions apply.

13.2 Clauses 4.1 and 4.2 of the Course Conditions do not apply to refunds or exchanges in relation to Facilities. Rights to refunds or exchanges in relation to Facilities are dealt with exclusively as follows:

(a) Where monetary consideration has not been paid for a Facility by a Client, no exchange, refund or other costs will be paid or payable.

(b) If either: (i) all horse racing Events scheduled for a particular day at the Course and the Reserved Car Park for which the Client has made Facility Payments are cancelled prior to the advertised time for the opening of gates for admission to the Course/Reserved Car Park and sub-clause (d) below does not apply; or (ii) any applicable law prohibits VRC from permitting patrons to attend the Course on the particular day for which Facility Payments have been made and sub-clause (d) below does not apply; or (iii) all Events scheduled for a particular day at the Course for which the Client has made Facility Payments are cancelled after the advertised time for the opening of gates for admission to the Course but before the commencement of the first horse racing Event of that day and sub-clause (d) below does not apply, VRC will, subject to sub-clause (c), refund to the Client: (iv) in the case of (i) and (ii) above, the Facility Payments (less part or all of the Withheld Costs as reasonably determined by VRC in all the relevant circumstances); or (v) in the case of (iii) above, the Facility Payments (less part or all of the Withheld Costs as reasonably determined by VRC in all the relevant circumstances.

(c) If the Client has purchased a package at a Facility and made Facility Payments for that package which cover more than one day of Events, and if the cancellation or prohibition, postponement or relocation referred to in paragraphs 13.2(b), (d), (e) or (f) applies to one or more of the dates the subject of that package but not all of them, VRC will refund to the Client a portion of the Facility Payments (less part or all of the Withheld Cost relating to the day or days so cancelled, postponed or relocated as reasonably determined by VRC in all the relevant circumstances), such proportion to be reasonably determined by VRC having regard to, amongst other things, which day or days are cancelled or prohibited, postponed or relocated, which Events are rescheduled for other dates already scheduled for Events and (where the cancellation referred to in sub-clause 13.2(e) applies) the matters referred to in sub-clause 13.2(e).

(d) If either: (i) all Events scheduled for a particular day at the Course for which the Client has made Facility Payments and in any Reserved Car Park to which the Client has access are not held on that day; or (ii) any applicable law prohibits VRC from permitting patrons to attend the Course on the particular day for which the Client has made Facility Payments and in any Reserved Car Park to which the Client has access, but some or all the Events are postponed to a later date on which VRC makes the relevant (or comparable) Facility available, and VRC is permitted to allow patrons access to the Course on that date (the **Postponed Date**), not being a date already scheduled for Events, VRC will (at the Client's election):

i. subject to paragraph 13.2(c), refund to the Client the Facility Payments (less part or all of the Withheld Costs as reasonably determined by VRC in all the relevant circumstances); or

ii. provide to that Client the relevant (or a comparable) Facility for the Postponed Date (if available).

(e) Where there is a relocation of Events and VRC does not provide an equivalent or similar facility to the Client's Facility at the alternative venue, then the Facility Payments will not entitle the Client or anyone else to attend the relocated Events, and VRC (subject to paragraph 13.2(c)) will refund to the Client the Facility Payments (less part or all of the Withheld Costs as reasonably determined by VRC in all the relevant circumstances).

(f) If some Events scheduled for a particular day at the Course and/or a Reserved Car Park are held but, no later than one hour after the first horse racing Event of the day commences:

(i) all remaining Events for that day are cancelled for any

reason, whether for safety reasons or otherwise, and

(ii) as a result the holders of tickets to the Client's Facility are required by the VRC or other officials to promptly leave the Course and the Reserved Car Park and are not entitled to return to the Course or the Reserved Car Park on that day,

then subject to paragraph 13.2(c), VRC will refund the Client a proportion, at all times being no more than 75%, of the Facility Payments made in respect of those tickets (less part or all of the Withheld Costs as reasonably determined by VRC in all the relevant circumstances), such proportion to be reasonably determined by VRC having regard, amongst other things, to the services which were to be made available at the Facility on that day which were not made available due to the evacuation of the Course.

13.3 Refunds and exchanges are not otherwise available, including:

(iii) if there is a relocation (within Melbourne) of Events to which paragraph 13.2(e) does not apply, a change as to which participants are in an Event or in the format of or any other element of any Event or as to which Events take place on a particular day or in the schedule of Events for that day, or the arrangement of substitute Events;

(iv) if the Client's, or any guests' circumstances change, or they change their mind, or they can no longer attend for whatever reason; or

(v) where some Events for a particular day at the Course are held, but the remaining Events for that day are cancelled for any reason and the cancellation occurs later than one hour after commencement of the first horse racing Event on that day at the Course.

13.4 If the Client entitled to a refund under clause 13.2 in order to obtain the refund the Client must write to the Customer Service Manager, VRC at 448 Epsom Road, Flemington, Victoria 3031 providing adequate proof of purchase of the Facility and of payment of the Facility Payments, such materials to be received by to VRC's Customer Service Manager within 30 days after the date of the Events for which such refund is sought. If the Client is entitled to the relevant or a comparable Facility for a Postponed Date (if available) under clause 13.2(d), any such requests must be made promptly by the Client to the Customer Service Manager having regard to the date of the Postponed Date. Delays in such a request may affect the availability of any Facility for the Postponed Date.

14 **RECORDING, USE OF IMAGES AND PERSONAL INFORMATION**

14.1 You must not bring into or use within a Reserved Car Park or the Course any photographic or video cameras or other equipment that VRC, in its absolute discretion, deems unacceptable for the purpose of clauses 14.2 or 14.3 below, which may include (without limitation) camera tripods, monopods or professional photographic or video cameras or equipment or broadcasting equipment.

14.2 Unless authorised by VRC in writing, You must not take or make any video recordings, films, still pictures, photographs or any other images within a Reserved Car Park or the Course, nor use, publish or distribute any images, films or soundtracks for profit, gain, public advertisement, display or any other purpose except for the private enjoyment of the person taking or making the images. On request by VRC, You must immediately assign to VRC in writing on a royalty-free basis all intellectual property in the images and irrevocably consent to VRC (and any other person authorised by VRC) doing anything which, but for the consent, would or might infringe moral rights in the images, films or soundtracks.

14.3 Unless authorised by VRC in writing, You must not, while present at a Reserved Car Park or the Course, make, record or distribute any broadcasts, telecasts, commentary, interviews, news reports or statistics (by any means in any format or media, including any such commentary made by mobile phone or other wireless communications device) pertaining to an Event.

14.4 You acknowledge that VRC and third parties authorised by VRC may make or record film, photographs or other forms of moving picture, still picture or any of them of an Event (including, without limitation, of persons attending or viewing an Event). You hereby grant VRC and third parties authorised by VRC permission to use photographs, film, tape, or other images or likenesses of You, in any media (including publication within and outside Victoria, Australia) and for any purpose (including promotional purposes) without identification or compensation or payment of any kind.

14.5 VRC may collect personal information about You (and with regards to a Client, their guests) to the extent necessary for it to operate the Reserved Car Parks, the Course and Events and to help promote the Reserved Car Parks, the Course, and Events. In particular, VRC may collect your name, address and phone number to coordinate the seating and/or viewing arrangements at a Reserved Car Park and the Course and to conduct research, marketing and promotional activities in relation to the Reserved Car Parks, the Course and Events.

14.6 VRC may disclose the personal information held by VRC to contractors and service providers engaged by VRC to help the administration process, provide its services and conduct research, marketing and promotional activities on behalf of VRC.

14.7 In order to enhance security and protect the safety of persons present at the Reserved Car Parks and the Course, VRC (and contractors engaged by VRC) may operate surveillance equipment within the Reserved Car Parks and the Course, including security cameras. By entering the Reserved Car Parks and the Course, You consent to information about yourself (including images) being recorded by such surveillance equipment and to the VRC disclosing the information recorded to anyone (including (without limitation) law enforcement bodies and persons involved in relevant legal or disciplinary actions) to the extent that VRC deems such disclosure to be necessary so as to protect VRC's lawful interests, the public interest or the safety of persons or property present at the Reserved Car Parks and the Course.

14.8 You have certain rights to access personal information that VRC hold about You. You may request access to this information by contacting VRC's Privacy Officer at 448 Epsom Road, Flemington, Victoria 3031 or by emailing privacy@vrc.net.au.