

## 2026/27 RACING SEASON TERMS AND CONDITIONS – THE TERRACE

### 1.0 DEFINITIONS

**Caterer** means Delaware North Venue Services Pty Ltd or such other caterer as VRC may nominate from time to time. The **Terrace Conditions** means these terms and conditions as amended from time to time available at [vrc.com.au/terms-and-conditions](http://vrc.com.au/terms-and-conditions) or upon request from VRC. **Client** means the party listed on the Membership Form as The Terrace Member. **Facility** means The Terrace Restaurant, located on Level 3 of “The Grandstand” at Flemington Racecourse, or any location or facility that may replace it or be offered or promoted under the name “The Terrace” or “The Terrace Restaurant”. **Membership** means the annual Terrace Membership held by the Client. **Membership Form** means the application form for The Terrace Membership to be completed by the Client. **Membership Renewal Form** means the membership renewal form for The Terrace Membership to be completed by the Client. **Season** means the Australian horse Racing Season, which runs from 1 August to 31 July of each year. **VRC** means Victoria Racing Club Limited ACN 119 214 078.

### 2.0 COST

2.1 For the 2026/27 Season the standard full Membership fee (including one seat across 21 race meetings) is \$9,000. Upon request, a person may hold more than one Membership. 2.2 VRC reserves the right to review and adjust any fees payable in accordance with Clause 7) for each upcoming Season, but to avoid doubt, the Client will not be affected by any Membership fee adjustment during the term of their Membership and the 2026/27 Season Membership fees will be as prescribed in clause 2.1. 2.3 All prices under these Terrace Conditions include GST.

### 3.0 PAYMENT

Clients will be invoiced for the Membership fee prior to the 2026/27 Season. The Membership fee must be paid by the due date indicated on the invoice, or at the latest prior to the first racemeeting of the 2026/27 Season, to allow tickets to be processed. No attendance at the Facility will be permitted until payment of the Membership fee is received in full. 3.2 Clients must also complete and return appropriate credit application forms to ensure that they have an established credit account with both VRC and the Caterer.

### 4.0 AGREEMENT

4.1 A binding agreement between VRC and the Client is effective upon written confirmation of Membership by VRC, which will be subject to the requirements of clauses 4.4 and 4.5. Such agreement will be in effect for the entire term of the Client’s Membership. 4.2 By signing and returning Membership Form to VRC, the Client agrees to comply with these Terrace Conditions and the following terms and conditions: (a) the Ticketing and Conditions of Entry for Flemington Racecourse (Course Conditions) available at [vrc.com.au/terms-and-conditions](http://vrc.com.au/terms-and-conditions); and (b) VRC Member’s Dress Regulations, available at [vrc.com.au/visit-us/plan-your-visit/what-to-wear/](http://vrc.com.au/visit-us/plan-your-visit/what-to-wear/), (collectively the Conditions), as amended from time to time by VRC. d) The Terrace refunds policy outlined in clause 10.1 4.3 Amended Conditions will take effect on the date of their revision. The Client agrees to be bound by the Conditions as amended and any other terms and conditions advised by VRC from time to time. 4.4 Upon VRC Board approval, confirmation of the Client’s Membership is subject to receipt of full payment (in cleared funds) by VRC and written acceptance of these Terrace Restaurant Conditions by the Client as set out in the Membership Form. 4.5 Without limiting any other provision of these Terrace Conditions, the Client agrees to comply at all times with: (a) all relevant laws; and (b) all published policies of VRC, including those relating to liquor, gambling and conduct. 4.6 Clients must ensure that all guests are, prior to their entry to Flemington Racecourse, made aware of, and agree to comply with, the requirements set out in clauses 4.2 and as if they were ‘Clients’. 4.7 The Client agrees that the party that has been nominated as The Terrace Member on the Membership Form will hold the Membership for the term. In the event that the nominated party can no longer hold the Membership or wishes to allow a third party to enjoy the benefit of the Membership for the remainder of the Membership period or any part thereof, the Client must complete a Terrace Transfer Form or will advise VRC in writing and seek its approval (which may be withheld in its absolute discretion) to the proposed arrangement. The Client acknowledges and agrees VRC will not transfer Membership to any third party without a completed Transfer Form or written confirmation of such arrangements, and that VRC is not responsible for enforcing any such arrangements made between the nominated Terrace Restaurant Member and any third party.

### 5.0 TICKETING AND ISSUING OF TICKETS

5.1 The standard Terrace Membership provides:(a) One annual ticket to The Terrace Restaurant (which admits to Flemington Racecourse, the Facility and the Members’ Enclosure;). The Terrace Club Membership includes food but does not include beverage. All beverage costs are separately payable on or following each raceday; and (b) One annual car parking pass per package. No tickets or passes will be issued unless full payment is received (and funds have cleared) by the due date (see clause 3.2). The Client’s use of the Membership entitlements detailed in this clause are subject to the Conditions. 5.2. If the Client has purchased multiple Memberships, the Client is responsible for the behaviour and dress standards of guests to whom they give the tickets and must procure that all guests comply with the Conditions. 5.3 Tables in the Facility are not permanently allocated to

Clients, and table allocations will be decided by VRC in its absolute discretion. During the Melbourne Cup Carnival, tables are balloted, and table location cannot be pre-arranged. 5.4 Not all parts of the Facility have access for wheelchairs or prams. Please notify us at the time of booking of any special arrangements. 5.5 If any ticket issued under clause 5.1 or clause 9.0 is not used on a particular raceday, no credit or refund for that ticket will be offered nor can that ticket be used on an alternative raceday. 5.6 All ticketing and other privileges of Membership are expressly subject to applicable Government and legislative requirements and restrictions relating to COVID-19, and to the extent VRC cannot grant some or all the ticketing privileges under this clause 5.0 due directly to circumstances arising from COVID-19, it will not breach these Terrace Conditions. 5.7 Ticketing privileges that cannot be offered due to COVID-19 may, but are not required to be, replaced with other benefits at VRC's sole discretion.

#### 6.0 USE OF THE FACILITY, DRESS CODE AND CONDUCT

6.1 Subject to clauses 5.6 and 9, the Facility will operate on every raceday at Flemington Racecourse during the Season. If the Facility is not operating on any raceday for any reason, VRC will offer the Client an alternative venue for that raceday at VRC's absolute discretion. 6.2 The Facility is also available to the Client to book for private functions on non-racedays, subject to availability and clause 5.6. 6.3 A venue hire and/or labour charge may apply to cover service. Any such booking will be subject to the Conditions (to the extent applicable), and any other conditions as advised by VRC from time to time. 6.4 The strict Members' dress code applies to the Facility and Members' Enclosure on racedays in accordance with VRC Members' Dress Regulations. Clients are responsible for the dress standards of their guests, and guests will be refused entry if they are inappropriately dressed. 6.5 As Members of The Terrace, the individuals holding the annual tickets described in clause 5.1 are bound by VRC's By-Laws and Constitution, copies of which are available upon request. Clients and guests must conduct themselves appropriately at all times. Should a Client or a Client's guest behave in a manner deemed inappropriate by VRC, VRC may require the Client and/or any or all of the Client's guests to leave Flemington Racecourse immediately. 6.6 In the event of any breach of these Terrace Conditions (including any of the Conditions) by the Client (or a guest of the Client, whose acts and omissions are deemed to be those of the Client for the purposes of these Terrace Conditions), VRC may take whatever action it sees fit in respect of the relevant Membership or the individual Client or guest concerned. Such action may include (without limitation) suspension of rights to attend the Facility, cancellation of ticketing, cancellation of the nominated individual's Membership or cancellation of the Client's Membership in full, without any right of refund.

#### 7.0 CATERING

7.1 The Client accepts that the Caterer will be the sole provider of catering in the Facility and must be used for all food and beverage requirements, both on racedays and for functions held on other days. 7.2 The Client is to liaise directly with VRC for provision of all dietary requirements. 7.3 Clients who wish to cancel their booking need to advise VRC within 48 hours of the raceday. Any cancellations received within less than this notice period will incur a food charge to be advised by the VRC. 7.4 Staff members of VRC and the Caterer are required by law not to serve any alcoholic beverages to guests under the age of 18 years, or to Clients or guests in a state of intoxication. VRC or the Caterer may in their absolute discretion require the Client and/or any or all of the Client's guests to leave the racecourse immediately if VRC or the Caterer determine that the Client or a Client's guest is in a state of intoxication. Please note that unless the VRC or the Caterer advise otherwise, the bar in The Terrace will stop serving beverages exactly one hour after the last race on a raceday at Flemington. 7.5 VRC and the Caterer reserve the right to remove any drinks from Clients and Clients' guests 30 minutes after beverage service has closed. Closure of The Terrace will occur no later than 1.5 hours after the last race on a raceday at Flemington.

#### 8.0 BOOKING ADDITIONAL GUESTS

Subject to availability, the Client may request seats for additional guests to the Facility on selected racedays at an additional cost for racecourse admission and catering.

#### 9.0 PROGRAM CHANGES AND REFUNDS

9.1 Subject to relevant laws, if any part of the 2026/27 Season including any race or racemeeting performance, event or any other element of the races is cancelled, abandoned or postponed, in whole or in part, due to adverse weather conditions or for any other cause beyond VRC's control, excluding circumstances relating directly or indirectly to COVID-19 that are dealt with under clause 9.2, there is no right to refund or exchange and no obligation is assumed by VRC for the arrangement of a substitute event, performance or any other element. 9.2 If any racemeeting scheduled to be held during the 2026/27 Season, is wholly cancelled or abandoned and not rescheduled, due to circumstances relating directly to COVID-19, VRC will provide a refund of part of your 2026/27 Season Membership fee, with such refund (subject to relevant laws) determined by VRC in its absolute discretion. 9.3 Programs, menus, duration and timing may be subject to alteration without notice. To the extent permitted by law, VRC reserves the right to vary, add, withdraw or substitute advertised programs, menus and facilities at its discretion and no refund or credit will be offered as a result of such changes.

#### 10.0 CHANGE OF LOCATION

10.1 VRC may at any time and for any reason, including due to COVID-19, by written notice to the Client (or

verbally during, or within 24 hours prior to, the relevant race meeting or other event should circumstances require relocation at that time), relocate the Facility to: (a) another facility or location at Flemington Racecourse; or (b) a dining facility or other location at another venue within Melbourne to which the event has been relocated. 10.2 To the extent permitted by law, in the event that a relocation occurs in accordance with clause 10.1, no credit or refund will be provided to the Client.

#### 11.0 ONSELLING

The Client must not sell or on-sell The Terrace Membership or any associated entitlement (including any ticket to the Facility) without the prior written approval of VRC.

#### 12.0 ADVERTISING AND PROMOTIONS

12.1 The Client must not advertise or promote, or procure the advertising or promotion of, the Facility or any race or other event at Flemington Racecourse without the prior written consent of VRC. 12.2 The Client must not use tickets for advertising or other promotional purposes (including, without limitation, prizes, contests or sweepstakes) without the prior written consent of VRC. 12.3 Except with the prior written consent of VRC, the Client must not use the name of VRC, or of any race or other event promoted by or on behalf of VRC in any advertising or promotion of the Client or its activities, or in any way suggest any connection between the Client and VRC, that the Client or any of the Client's activities are endorsed by VRC, or that the Client is a sponsor or in some other way connected to VRC or any event promoted by or on behalf of VRC. 12.4 The Flemington and VRC trade marks and associated logos (registered and unregistered) belong to VRC. Nothing in these Terrace Conditions grants any assignment or licence to the Client in respect of these trade marks or any other intellectual property rights owned by VRC.

#### 13.0 INDEMNITY AND LIABILITY

13.1 Without limiting clause 4.2, the Client acknowledges that clauses 3.4 and 9 of the Course Conditions apply to these Terrace Conditions. 13.2 Without limiting the indemnity in clause 8 of the Course Conditions, the Client indemnifies VRC against 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 the conduct of the Client and any of the Client's guests while in the Facility.

#### 14.0 PRIVACY

14.1 VRC needs to collect your personal information to consider and, if applicable, process your membership. VRC may use and disclose your personal information in accordance with this statement, our Privacy Policy available at [vrc.com.au/privacy-policy](http://vrc.com.au/privacy-policy) and your privacy preferences as indicated in your member account if your application is successful. If you do not provide your personal information, we will not be able to process your membership. We may disclose your personal information to other parties, including service providers, partners and sponsors (that may be located overseas from time to time). We may use and disclose your personal information for direct marketing purposes, sending you publications, quality and improvement initiatives, advising you of privileges and offers from our partners and sponsors, and getting connected, unless you opt out (see our Privacy Policy for details on opting out). VRC may also need to collect your personal information, from time to time, to manage health and safety at Flemington Racecourse and comply with the Victorian Government's contact tracing requirements relating to COVID-19. Your personal information will be handled confidentially in line with applicable laws, including public health directions and VRC's Privacy Policy, which is available at [vrc.com.au/privacy-policy](http://vrc.com.au/privacy-policy). Our Privacy Policy contains information about how you may access and seek correction of your personal information, how you may complain about a breach of your privacy, and how we will deal with that complaint.

For further information, contact Terrace Restaurant Liaison, Victoria Racing Club Limited (ACN 119 214 078 / ABN 32 119 214 078), 448 Epsom Road, Flemington, VIC, Australia, 3031 Phone: (03) 8378 0633 Email: [TerraceRestaurant@vrc.net.au](mailto:TerraceRestaurant@vrc.net.au).