# *TERMS AND CONDITIONS*
# *Ticketing and Conditions of Entry for Flemington Racecourse*

## 1. DEFINITIONS

***Car Park*** means:

(a) 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

(b) 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.

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

***Course Conditions*** means these *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 vrc.com.au/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 by, or under authorisation from, VRC.

***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.

***Membership Conditions*** mean the "Membership Conditions" as amended from time to time, which apply as terms and conditions of membership of VRC and are available on VRC's website at vrc.com.au/terms-and-conditions or upon request.

***Racing Act*** means the *Racing Act 1958* (Vic).

***Reserved Car Park*** means The Nursery, The Domain 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 Super Saturday or any other raceday as notified by VRC from time to time.

***Restricted Racing Area*** means any track or facility which is used for racing or training horses or any space which is being used for keeping, saddling, mounting, parading or exercising horses or a pathway which connects two or more Restricted Racing Areas or any other prescribed area of land indicated by signage in compliance with the Racing Act.

***Super Saturday*** means the race meeting conducted by VRC in March (or at such other time as VRC determines) in which the Australia Cup is run.

***Third Party Administrative Charges*** means: (a) any non-refundable charges levied by any Ticket Seller other than VRC; and (b) any credit card fees, relating to the purchase of your ticket and any refund in relation to your ticket.

***Ticket Seller*** means, in relation to a ticket, the seller of that ticket, except where that person is not authorised by VRC to sell that ticket on behalf of VRC. For the avoidance of doubt, where VRC has sold the ticket to You, VRC will be the Ticket Seller.

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

***You*** means the individual ticket holder or purchaser or entrant onto the Course.

## 2. GENERAL

2.1 Tickets to the Course are issued by VRC (or a third party authorised by VRC to issue tickets) and may be allocated by random ballot, first come first served or such other preferential or non-preferential method as determined by VRC in its absolute discretion. By entering the Course or receiving a ticket for entry to the Course, You are deemed to have accepted, and understood as binding on You, these Course Conditions and any accompanying risks, obligations and responsibilities. It is your responsibility to read and inform yourself of these Course Conditions.

2.2 Separate and additional conditions apply to Your (as applicable from time to time): Membership of the VRC, use of Reserved Car Parks, use of Private and Shared Facilities, use of On-Site Transport, membership of The Chairman's Club, use of Members' Dining and attendance at Members' Events (as amended from time to time) in addition to these and any other terms and conditions as advised by VRC from time to time.

2.3 Nothing in these Course Conditions affects your rights under the *Competition and Consumer Act 2010* (Cth), under which VRC gives You certain non-excludable consumer guarantees, including that VRC provides its services with due care and skill.

2.4 If You enter the Course, there is a possibility of an accident causing injury, death or property damage or loss, and You need to be aware that such risks exist. You acknowledge and agree that You enter the Course at your own risk. The risks associated with entry to the Course include, but are not limited to, the risk of suffering injury, harm or loss as a result of:

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

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

(c) harmful acts (whether intentional or inadvertent) committed by persons (such as intoxicated persons) present at the Course;

(d) collisions between vehicles, between vehicles and people or between vehicles and structures; or

(e) vehicles being stolen, or items within vehicles being stolen.

2.5 You acknowledge that some areas of the Course:

(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 Course will have clear viewing of all parts of the racetrack.

2.6 You acknowledge that any Melbourne Cup Carnival race meeting (Victoria Derby Day, Melbourne Cup Day, Oaks Day and Stakes Day) is a major sporting event under the *Major Events Act 2009* (Vic), in which case you are subject to the provisions of that Act relating to crowd management and authorised officers under that Act (which may include VRC personnel) may have the power to confiscate prohibited items from you, direct you to leave and not re-enter the Course in certain circumstances, and/or require you to disclose your name and address.

2.7 Whilst at the Course, You are responsible for your own property. You must not leave your bags or possessions unattended at any time. There are no cloaking facilities at the Course for items which are not permitted to be brought into the Course.

2.8 If You breach these Course conditions, or VRC (with reasonable cause) so directs, You may:

(a) be refused entry to the Course;

(b) be removed from the Course;

(c) have your ticket confiscated or cancelled without refund;

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

(e) be reported to an appropriate law enforcement body; or

(f) be subject to disciplinary action under the Membership Conditions, if a member of VRC.

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

2.9 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.

2.10 If You become aware of any incidents, matters or circumstances in contravention of these Course 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.

2.11 Where applicable, You must pay the parking fee (if any) which applies for parking in the relevant Car Park on the day when You enter the relevant Car Park. If You have paid any fee to enter a Car Park, that fee is only refundable in accordance with clause 3.

**3. CANCELLATION, POSTPONEMENT AND RELOCATION OF EVENTS**

3.1 The schedule for an Event (whether published or otherwise) and its proposed format are only provisional and subject to change due to adverse weather conditions or other reasons. VRC reserves the right to cancel, postpone or relocate Events, change which participants are in an Event or the format of or any other element of an Event or which Events take place on a particular day or the schedule of Events for that day, or arrange a substitute Event. There is no guarantee of viewing any planned participant in an Event or of viewing any particular Event. Subject to clause 2.3 and to any right of refund or exchange under clause 4, VRC is not liable to You for any losses, costs or damage You suffer or incur as a result of any cancellation, postponement or relocation of an Event, any changes as to which participants are in an Event or in the format of or any other element of an 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 a substitute Event.

**4. REFUNDS: TICKETING AND CAR PARK FEE**

4.1 Your right to a full or partial refund of the cost of an admission ticket and/or the parking fee applicable for parking in the relevant Car Park (if any) is as follows:

***A. Car Park Fee***

(a) Where monetary consideration has not been paid for a ticket to a Car Park, no exchange, refund or other costs will be paid or payable pursuant to this clause 4.

(b) If all Events scheduled for a particular day at the Course are cancelled prior to the advertised time for the opening of gates for admission to the Course, VRC will refund the parking fee to the driver of each vehicle for which VRC has been paid a parking fee for that day. Refunds in this case may not be claimed on the day, but will be paid upon receipt by VRC of proof of purchase (reasonably satisfactory to VRC) of the purchase of a Car Park ticket, whether by post (in which case postage will be refunded) or in person at VRC's Administration Office at 448 Epsom Road, Flemington, during normal business hours. No parking fees will be refunded more than 1 week after the cancelled Event.

***B. Admission Tickets***

(a) Where monetary consideration has not been paid for an admission ticket, no exchange, refund or other costs will be paid or payable pursuant to this clause 4.1B.

(b) If either: (i) all Events scheduled for a particular day at the Course for which your admission ticket allows You access are cancelled prior to the advertised time for the opening of gates for admission to the Course 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 Your admission ticket allows You access and sub-clause (d) below does not apply; or (iii) all Events scheduled for a particular day at the Course for which your admission ticket allows You access 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, then subject to sub-clause (c) and (f) below, VRC will procure that the Ticket Seller refunds, or where VRC is the Ticket Seller VRC will refund, to the holder of that admission ticket: (iv) in the case of (i) and (ii) above, its full face value (excluding any Third Party Administrative Charges)l or (v) in the case of (iii) above, 75% of its full face value (excluding any Third Party Administrative Charges).

(c) If the cancellation or prohibition referred to in sub-clauses (b) or (e) applies to one or more of the four days of the Melbourne Cup Carnival but not to all of them, and a person holds an admission ticket covering more than one day of the Melbourne Cup Carnival, VRC will procure that the Ticket Seller refunds, or where VRC is the Ticket Seller VRC will refund, a portion of the face value of that admission ticket (excluding any Third Party Administrative Charges), such refund to be reasonably determined by VRC having regard, amongst other things, to which day is cancelled, which Events are rescheduled for other dates in the Melbourne Cup Carnival and (where the cancellation referred to in sub-clause (e) applies) the matters referred to in sub-clause (e).

(d) If ether: (i) all Events scheduled for a particular day at the Course for which your admission ticket to the Course allows You 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 Your admission ticket allows You access, but some or all the Events are postponed by VRC to a later date, 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 ticket holder's election) procure that the Ticket Seller refunds, or where VRC is the Ticket Seller VRC will refund, to the ticket holder of that admission ticket its full face value (excluding any Third Party Administrative Charges) or provide to that ticket holder an admission ticket of the same (or a lower) face value for the Postponed Date.

(e) If some Events scheduled for a particular day at the Course 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 You are required by the VRC or other officials to promptly leave the Course and are not entitled to return to the Course on that day,

VRC will procure that the Ticket Seller refunds, or where VRC is the Ticket Seller VRC will refund, to the holder of an admission ticket for those Events a pro-rata proportion, at all times being no more than 75%, of that admission ticket's full face value (excluding any Third Party Administrative Charges) calculated as reasonably determined by VRC.

(f) Without limiting any other cause of these Course Conditions, refunds and exchanges are not otherwise available by or from VRC:

(i) if there is a relocation (within Melbourne) of Events, 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;

(ii) if You experience a change in your personal circumstances or change your mind;

(iii) where a cancelled Event is (a) not a VRC Event but rather an Event that is controlled and operated by a third party (including a promoter); and (b) the Event is not cancelled directly as a result of the acts or omissions of VRC; or

(iv) 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.

(g) Further to clause 4.1B(f)(iii) above, and without limiting any other term of these Course Conditions, VRC will not be liable for any loss or damage suffered by You where (a) an Event is not operated by the VRC; and (b) the cancellation of the Event is not directly attributable to the acts or omissions of VRC.

4.2 If You are entitled to a refund under this clause 4, You must return the relevant admission ticket to the Ticket Seller in order to obtain your refund. No refunds will be granted in relation to an admission ticket unless and until it has been returned to the Ticket Seller and is received by the Ticket Seller within 30 days after the date of the Event for which You are seeking such refund. If VRC is the Ticket Seller, You should write to the Customer Service Manager, VRC at 448 Epsom Road, Flemington, Victoria 3031 to arrange your refund or exchange. If You believe that You have a valid request for a refund or exchange in relation to admission tickets that is not addressed by clauses 4.1B(b), (c), (d) or (e) above, then You
may write to VRC's Customer Service Manager at 448 Epsom Road, Flemington, Victoria 3031, accompanied by the relevant admission ticket annexed to a statutory declaration signed by You and properly witnessed, explaining the circumstances in which You request a refund, to have your request considered on an individual basis. VRC will advise if a refund or exchange will be provided.

4.3 You acknowledge and agree that any part of these Course 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 clauses of the Course Conditions.

**5. TICKETING**

5.1 If You are under 18 years of age at the time of purchase of a ticket, You may only purchase tickets and attend the Course under the supervision of your parent(s) or guardian(s). Where You are a parent or guardian of a person under 18 years of age, You are deemed to have accepted on behalf of that person, and understood as binding, these Course

Conditions and any accompanying risks, obligations and responsibilities.

5.2 In respect of all tickets You receive, You must comply, and ensure that each subsequent holder of the tickets complies, with these Course Conditions and all relevant laws and regulations.

5.3 VRC makes no representation or guarantee that there is space available in any particular viewing area within the Course, or that there will be space in any viewing area to allow You to view any particular Event.

5.4 Tickets to the Course must not, without the prior written consent of VRC, be offered for resale (by any means), resold or packaged or used for advertising, promotion or other commercial purposes (including competitions, giveaways or trade promotions) or to enhance the demand for other goods or services. If a ticket has been sold or used in breach of these Course Conditions, the bearer of the ticket may be denied admission, and other action may be taken, without refund.

5.5 If You obtained your ticket other than from VRC or an authorised ticket agency or reseller, your ticket may be counterfeit or may have been reported lost or stolen. If You are in possession of a ticket which is counterfeit, or which has been reported lost or stolen, You may be refused entry or removed from the Course at VRC's sole discretion. "Counterfeit" tickets include duplicate copies of e-tickets and any other unauthorised copy of a ticket. VRC is not obligated to replace tickets under any circumstances, including (but not limited to) loss or theft. VRC reserves the right, however, to replace a ticket which has been damaged, lost or stolen and charge a fee for that replacement, at its sole discretion.

5.6 Without limiting any other clause in these Course Conditions, all tickets purchased through Ticketmaster will be subject to the terms and conditions from Ticketmaster, which can be found on the Ticketmaster website at https://www.ticketmaster.com.au/h/purchase.html

5.7 If You are requested by VRC, or a person authorised by VRC, You must produce your ticket for inspection. Tickets which are unreadable due to mutilation or damage of any kind may not be accepted. Should You fail to produce your ticket, VRC retains the right to remove You from the Course.

5.8 Where You wish to rely on a concession ticket for entry to the Course, You must produce a valid Pensioner Concession Card or a current and valid (secondary or tertiary) student I.D. Card, failing which You may be denied entry or be asked to leave the Course.

**6. COURSE CONDITIONS**

6.1 Unless You hold a ticket allowing entry to a reserved area (such as a members' area, corporate marquee or a Reserved Car Park) or occupation of a reserved seat, You must not enter or remain in a reserved area or occupy a reserved seat. If You hold a ticket for a particular reserved area or reserved seat, You must only enter the particular reserved area or sit in the particular reserved seat indicated on your ticket.

6.2 You must not park in any area that is designated by VRC or persons authorised by VRC as a no parking area, or any area that a reasonable person would regard as being unsuitable for parking.

6.3 If You wish to, or wish to have any of your employees, agents or contractors (where applicable) use any motor vehicle, golf cart, motor cycle, scooter or bicycle on the Course for the purpose of transportation, You must, or You must procure that your employees, agents or contractors (where applicable) comply with the Conditions of Use for On-Site Transport available at vrc.com.au/terms-and-conditions. While present at 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 and conduct.

6.4 If You bring children into the Course, 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 whom You have brought to the Course.

6.5 You must not, without the express authorisation of VRC, enter any Restricted Racing Area, the racetrack itself or stalls or any area where the movement of horses occurs or any area of 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, in compliance with VRC's obligations under the Racing Act, You may be (without limitation) removed from the Course, banned from attending the Course in the future and subject to legal action.

6.6 For the comfort and safety of persons at the Course, You are not permitted to bring into the Course (or have in your possession at the Course) any of the following without the written consent of VRC:

(a) alcoholic beverages, glass containers or open beverage containers;

(b) any structure or item that may be used to erect a structure (including without limitation 'market' or 'beach' umbrellas or similar large umbrellas, portable shade structures or gazebos), or which is capable of supporting the weight of a person, such as any chairs, lounges, benches or stools (other than a folding fabric chair or folding fabric stool);

(c) 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 the Course, damages property or interferes with the comfort of persons at the Course or with their enjoyment of any Event;

(d) 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 disrupt or interrupt any Event, whether intentionally or otherwise, such as a laser pointer device (or a device incorporating a laser pointer) or a drone;

(e) any animals (other than, if the person is blind, deaf or otherwise suffering a disability, an assistance animal);

(f) any flags larger than 1 metre x 1 metre or with handles longer than 1 metre or any banner;

(g) 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;

(h) any fireworks, flares or distress signals;

(i) 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;

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

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

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

(m) on the Course (excluding the Car Park), any vehicle or transportation device, such as any motorcar, motorcycle, motor scooter, bicycle, scooter, skateboard, roller skates or roller blades, but not including any wheelchair or similar apparatus which You require as a result of a disability or impairment;

(n) in a Car Park, any unregistered road vehicle(including a scooter) and any skateboard, roller skates or roller blades (or similar items);

(o) any ball or other item of sporting equipment; or

(p) 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 Course (as determined by VRC in its sole discretion).

6.7 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 Course, 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 Course with it via the nearest exit, unless the item is seized by the police.

6.8 Unless authorised beforehand by VRC in writing, You must not, while at the Course:

(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;

(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 the Course;

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

(g) block any thoroughfare, such as any 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 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 the Course, or to any person in proximity to any horse present at the Course.

6.9 VRC or persons authorised by VRC may, in their sole discretion, prevent You from entering the Course or remove You from the Course, or have your vehicle towed from a Car Park 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 6.10 does not obligate VRC to undertake any monitoring or compliance methods to ensure that persons present at the Course are not intoxicated, and VRC will not be responsible for the conduct of intoxicated persons who are present at the Course, or persons who became intoxicated at the Course, including any damage or injury caused by such persons.

6.10 This clause 6.10 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.

6.11 You agree not to hold yourself out or otherwise promote yourself or any good or service as being associated with the Course, VRC, any Event or any third party associated with an Event.

6.12 You must remove your vehicle from a Car Park, and You must leave the Course prior to the designated closing time on the day You parked your vehicle in a Car Park, or VRC may have your vehicle towed immediately thereafter at your cost.

6.13 If You contravene any provision of these Course Conditions, You may be removed from the Course by the VRC or its authorised representatives in its and their sole and absolute discretion.

**7. UNDERAGE DRINKING AND GAMBLING**

7.1 It is illegal in Victoria for any person under 18 to purchase alcohol or to gamble. Further, minors are prohibited from consuming alcohol at the Course under any circumstances. Without limiting the powers of authorised personnel at the Course under these Course conditions or otherwise at law, anyone under the age of 18 found:

(a) purchasing or attempting to purchase (directly or via an intermediary), consuming or in possession of an alcoholic beverage; or

(b) betting or gambling in any way, or attempting to do so (directly or via an intermediary), or in possession of a betting slip or other evidence of a gambling transaction,

at the Course may be removed from the Course. You forfeit to VRC any right, interest and title that You have in any articles (including alcoholic beverages and betting slips) that come into your possession in contravention of this clause and, if found with them in your possession, agree to surrender them to VRC (or VRC's contracted security personnel or other nominee) unless they are seized by the police.

**8. LIABILITY AND INDEMNITY**

8.1 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 Course conditions or any additional conditions applying to the Course;

(b) breach by VRC of any term implied into these Course conditions or any additional conditions applying to the Course 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 the Course or caused by any acts or omissions of VRC or employees, agents or contractors of VRC, or any other persons present at the Course.

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

8.3 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 while at the Course.

**9. RECORDING, USE OF IMAGES AND PERSONAL INFORMATION**

9.1 Unless authorised by VRC in writing, You must not bring into or use within the Course any photographic or video cameras or other equipment that VRC, in its absolute discretion, deems unacceptable for the purpose of clauses 9.2 or 9.3 below, which may include (without limitation) camera tripods, monopods or professional photographic or video cameras or equipment or broadcasting equipment.

9.2 Unless authorised by VRC in writing, You must not take or make any video recordings, films, still pictures, photographs or any other images within 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.

9.3 Unless authorised by VRC in writing, You must not, while present at 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.

9.4 You acknowledge and agree that any video recordings, films, still pictures, photographs or any other images taken by You at or in the Course that breach this clause 9:

(a) must not be publically or privately uploaded to any internet website, social media page or any other forum; and

(b) must be immediately destroyed, and may be destroyed by the VRC or its authorised representatives in its or their sole and absolute discretion.

9.5 You acknowledge and agree that You consent to:

(a) the VRC pleading this clause 9 of the Course Conditions as a bar to the conduct specified in clause 9.4(a); and

(b) any and all attempts by the VRC to have any offending video recordings, films, still pictures, photographs or other images removed from any place of publication, including but not limited to public and private social media pages.

9.6 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.

9.7 VRC and third parties authorised by VRC may collect personal information about You to the extent necessary for it to operate the Course and Events and to help promote the Course and Events. In particular, VRC, and third parties authorised by VRC, may collect your name, address and phone number to coordinate the seating and/or viewing arrangements at the Course and to conduct research, marketing and promotional activities in relation to the Course and Events.

9.8 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.

9.9 In order to enhance security and protect the safety of persons present at the Course, VRC (and contractors engaged by VRC) may operate surveillance equipment within the Course, including security cameras. By entering 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 Course.

9.10 Patrons have certain rights to access their personal information held by VRC and can request access by contacting VRC's Privacy Officer at 448 Epsom Road, Flemington, Victoria 3031.

9.11 You may access these Course conditions (and other conditions pertaining to the Course and the Reserved Car Parks) at vrc.com.au/terms-and-conditions.

**10. MEDICAL TREATMENT**

10.1 If You suffer any injury or illness, You agree that a representative of the VRC may provide or facilitate evacuation, first aid and/or medical treatment at Your expense and that Your acceptance of these Course Conditions constitutes Your consent to such evacuation, first aid and/or medical treatment. You agree to reimburse the VRC for any costs or expenses incurred in providing such medical treatment.

**11. UNAUTHORISED PROMOTION**

11.1 You must not, without the written authorisation of the VRC, represent in any way, including by advertising material, statement or inference, that:

(a) You are a sponsor or affiliate of, or in any other way connected with, the Event or Feature Race; and

(b) the VRC has approved of, or supports in any other way, any goods or services offered for sale or supply by You.

11.2 If the VRC reasonably believes that any advertising material that has been brought into the Course or is displayed in or at the Course makes a representation in contravention of this clause, the VRC or its authorised representatives may:

(a) remove, obliterate, conceal or dispose of the advertising material; or

(b) direct a person whom the VRC reasonably believes is responsible for bringing in or displaying the advertising material to do any of the things specified in clause 11.2(a).

**12. COVID-19 REQUIREMENTS**

12.1 If You purchase a ticket to the Course as the primary ticket purchaser and purchase additional ticket(s) on behalf of one or more other individuals, You:

(a) are responsible for each of those other individuals agreeing to be bound by, and complying with, these Course Conditions and any non-compliance by those other individuals with these Course Conditions;

(b) may only purchase tickets on behalf of, and distribute those tickets to, individuals who are personally known to You and (if required) who You have nominated as the ticket holder at the point of purchase;

(c) may only distribute each additional ticket to one person, and must not subsequently redistribute that ticket to another person other than the first person; and

12.2 You acknowledge and agree that:

(a) You must not enter, or remain within, the Course if:

(i) Your attendance is contrary to any COVID-19 pandemic orders or any other law, VRC COVIDSafe Venue Plan, health or other declaration prescribed by VRC, or vaccination requirement; or

(ii) You have been diagnosed with COVID-19 and not since received a negative COVID-19 test result.

(b) as a condition of entering the Course, You must, on the day of entry but prior to first entering the Course, complete (if required) any health or other declarations prescribed by VRC from time to time;

(c) entry to the Course may be subject to a requirement to scan a QR code and complete the relevant information, if designated by applicable signage, and VRC may refuse Your entry to the Course if You fail to do so; and

(d) entry is subject to pandemic orders made by the Victorian Minister for Health pursuant to the *Public Health and Wellbeing Act 2008* (Vic) and/or otherwise under relevant Victorian law and Your compliance with such pandemic orders/laws, which You understand may be updated from time to time and take precedence over these Course Conditions.

12.3 VRC retains the right, in its absolute discretion, to refuse You entry to the Course, or remove You from the Course, where Your attendance is in breach of these Course Conditions, including a failure to supply information that VRC has required You to provide in accordance with these Course Conditions.

12.4 You acknowledge and agree that:

(a) COVID-19 is extremely contagious and that despite the measures of VRC to help mitigate the risk of transmission, the elimination of risk of exposure and infection to COVID-19 is not currently possible, and it is Your sole responsibility to utilise Your best efforts to avoid any act or omission that may jeopardise Your own safety of the safety of others;

(b) You may be exposed to COVID-19 at the Course or Event, and that may lead to contraction of COVID-19 or related illnesses (**Illnesses**); (ii) exposure to such Illnesses may result in severe and permanent damage to Your health; (iii) You are attending the Course and Event, voluntarily and at Your own risk; (iv) You have knowingly evaluated any and all risks associated with attending the Course and Event; and (v) You voluntarily and freely accept and assume the risks and dangers You may encounter or be exposed to and understand that the waivers, releases and indemnities in these Course Conditions expressly apply to these risks and dangers; and

(c) in full knowledge and complete assumption of all of the risks, You hereby irrevocably agree that You will not sue or claim against VRC or its officers, employees and agents (**Released Parties**) for any injury, illness, damage, loss or harm to You or Your property or Your death or disability, whether in connection with COVID-19 or associated Illnesses, or otherwise, resulting or arising out of or in any way related to preparation for, travel to, attendance at, and participation in the Course and the Event.

12.5 You acknowledge and agree that all attendees at the Course must, to maximise the safety of patrons and staff at the Couse and to reduce the possibility of COVID-19 transmission, be aware of and comply with the following:

(a) comply at all times with all Government pandemic orders applicable as at the date of the Event;

(b) adhere to all instructions, requirements and directions displayed by VRC on signage throughout and at entry points to the Course, which are expressly incorporated into these Course Conditions;

(c) adhere to all instructions, requirements and directions notified to You by VRC on or prior to the Event;

(d) comply with all COVID-19-related behavioural requirements that apply to patrons at, and attendance at, the Course, as directed by VRC from time to time;

(e) cooperate with all directions of VRC staff and representatives, and at all times comply with these Course Conditions;

(f) be aware that only cashless payment may be accepted; and

(g) practice high-level hand hygiene through use of the sanitiser stations provided throughout the Course.