TERMS AND CONDITIONS
PRIVATE AND SHARED FACILITIES MELBOURNE CUP CARNIVAL

1. DEFINITIONS

Annual Facility means an annual booking for a Private Facility or Shared Facility.

Associated Persons means the Client's officers, agents, employees, invitees, guests and any person to whom the Client has on-sold the Facility (and that person's officers, agents, employees, invitees and guests) where permitted by VRC as contemplated by clause 11.

Booking Form means and includes the Facility booking form for the VRC, whether in hard or soft copy, through an applicable webpage of, or from, the VRC.

Client means the company or other organisation (or the individual, if no organisation is listed) in whose name a Facility is booked (as reflected in the applicable booking or confirmation form), or such organisation or other person as may be substituted for that party with the written consent of VRC.

Course means the Flemington Racecourse (or any other racecourse at which VRC holds a race meeting) including the 'Car Park' and the 'Reserved Car Park' (as the term 'Car Park' and 'Reserved Car Park' is defined in the Course Conditions).

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.flemington.com.au/terms-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.

Facility means a Private Facility, Shared Facility or Annual Facility.

Facility Payments means, in relation to a Facility for a day, payments by the Client to VRC in relation to that Facility for that day.

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.

Non MCC Race Day means day on which a race meeting is held at the Course, excluding the Melbourne Cup Carnival.

On-seller means a Client who has been authorised by VRC to sell on behalf of VRC one or more, or a combination of, Private Facility or Shared Facility packages.

Private Facility means:

(a) on a Non MCC Race Day:

  (i) a suite package in the Hill Stand Corporate / Super Box Suites, Mounting Yard and Manifold Room Suites; or

  (ii) or any package or facility that may replace any of the above or be offered for sale exclusively to corporate or business clients by reference to these terms and conditions.

(b) during the Melbourne Cup Carnival:

  (i) a marquee package in the Trackside Enclosures;

  (ii) a suite package in the Hill Stand Corporate / Super Box Suites,

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Mounting Yard and Manifold Room Suites;

(iii) a Birdcage private marquee;

(iv) Skyline Private; or

(v) any package or facility that may replace any of the above or be offered for sale exclusively to corporate or business clients by reference to these terms and conditions.

Raceday means day on which a race meeting is held at the Course.

Shared Facility means a hospitality package:

(a) on a Non MCC Raceday in:

(i) The Terrace Restaurant, The Furphy Deck; or

(ii) any package or facility involving dining that may replace any of the above or be offered for sale (other than exclusively to corporate and business clients) by reference to these terms and conditions.

(b) during the Melbourne Cup Carnival in:

(i) The Parade Lounge, The Rose Room, Makybe Diva Marquee, The Birdcage syndicated marquees;

(ii) The Terrace Restaurant, The Furphy Deck, Skyline Lounge, Skyline Dining, The Favourite; or

(iii) any package or facility involving dining that may replace any of the above or be offered for sale (other than exclusively to corporate and business clients) by reference to these terms and conditions.

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.

2. AGREEMENT

(a) By lodging or signing and sending the Booking Form to VRC, or by making a booking with VRC or its authorised agents, including via the internet or via the telephone (for certain Shared Facilities only), for the relevant Facility, the Client agrees to comply with:

(i) these terms and conditions; and

(ii) the Course Conditions, (collectively the Conditions),

as amended from time to time by VRC, which are available at www.vrc.com.au/about-vrc/terms-and-conditions/ and upon request from VRC.

(b) These terms and conditions prevail over the Course Conditions and any other terms and conditions to the extent of any inconsistency.

(c) For Private and Shared Facility bookings during the Melbourne Cup Carnival, please refer to the Addendum to these terms and conditions, as amended from time to time.

(d) The Client must ensure that the Associated Persons are, prior to their entry to the Course (or in the case of Associated Persons who are the customers of on-sellers, prior to booking a ticket), made aware of, and agree to comply with, the Conditions.

(e) The Associated Persons must, and the Client must procure that the Associated Persons, comply with the Conditions at all times as contemplated by clause 2(d).

(f) The Client must, and must ensure that the Associated Persons, while present at the Course, comply with:

(i) all relevant laws; and

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

(g) The Client must ensure that persons to whom it has issued tickets for its Facility do not resell those tickets unless authorised in writing to do so by VRC. While some tickets may be transferable, they must not be resold.

(h) No cancellation or termination of a booking by the Client will be accepted by VRC after the VRC sends a booking confirmation to the Client.

(i) Booking confirmation is subject to the availability of the requested Facility. Allocation of Facilities may be by random ballot, preferential or non-preferential method as determined by VRC in its absolute discretion.

(j) Any contractors engaged by a Client to perform or supply any goods/services in relation to a Private Facility must comply with the Course Conditions, including in particular clauses 12.2-12.5 (inclusive) relating to COVID-19.

3. PAYMENT

(a) All applications for Shared Facility bookings should be accompanied by full payment by credit card or online, unless an invoice is requested by the Client. Where an invoice is requested, the full amount owing must be paid by the Client within 14 days of the date of the booking unless otherwise stated on the invoice. VRC will only confirm bookings for Shared Facilities once full payment from the Client is received and all funds have cleared.

(b) All applications for Private Facilities and Annual Facilities bookings should be accompanied by full payment by credit card or online, unless an invoice is requested by the Client. Where an invoice is requested, the full amount owing must be paid by the Client within 14 days of the date of the booking unless otherwise stated on the invoice. VRC will only confirm bookings for Private Facilities or Annual Facilities once full payment from the Client is received and all funds have cleared.

(c) Failure by a Client to pay for a Facility as required by this clause 3 (as applicable) will entitle VRC to terminate that Client's Facility booking. If a booking is cancelled by VRC in accordance with this clause 3(c), all payments made by the Client to VRC will be forfeited by the Client and VRC will be entitled to recover from the Client any outstanding monies owing to it in respect of the Client's booking of the Facility.

(d) The Client agrees and acknowledges that VRC will not issue any refunds for any payment made by the Client under any circumstances except in accordance with clause 4.

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4. REFUNDS

(a) Clause 4 of the Course Conditions does not apply to refunds or exchanges in relation to Facilities. Rights to refunds or exchanges in relation to Facilities are dealt with exclusively by this clause 4.

(b) Where monetary consideration has not been paid for a Facility by a Client, no exchange, refund or other costs will be paid or payable pursuant to this clause 4.

(c) If either: (i) all Events scheduled for a particular day at the Course 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 and clause 4(e) below does not apply; or (ii) any applicable law prohibits VRC from permitting patrons to attend the Course on the particular day for which the Client has made the Facility Payments and clause 4.5 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 clause 4(e) below does not apply, then subject to clause 4.4 VRC will 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, 75% of the Facility Payments (less part or all of the Withheld Costs as reasonably determined by VRC in all the relevant circumstances).

(d) 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, prohibition, postponement or relocation referred to in clauses 4.3, 4.5, 4.6 or 4.7 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 proportion of the Facility Payments (less part or all of the Withheld Costs 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, amongst other things, to which day or days are so cancelled, postponed or relocated, which Events are rescheduled for other dates already scheduled for Events and (where the cancellation referred to in clause 4.7 applies) the matters referred in clause 4.7.

(e) If either: (i) all Events scheduled for a particular day at the Course for which the Client has made Facility Payments and in any 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, but some or all the Events are postponed to a later date on which VRC makes the relevant (or a comparable) Facility available and on which VRC is permitted to allow patrons access to the Course (the Postponed Date), not being a date already scheduled for Events, VRC will either (at the Client's election):

(i) subject to clause 4(d), 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).

(f) 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 and Associated Persons to attend the relocated Events; and VRC (subject to clause 4(d)) 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).

(g) If some Events scheduled for a particular day at the Course and/or 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 VRC or other officials to promptly leave the Course and Car Park and are not entitled to return to the Course or Car Park on that day,

then, subject to clause 4(d), 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.

(h) Refunds in relation to on-sold tickets:

(i) Where the Client has on-sold tickets in relation to its Facility to any person in accordance with clause 11 and the Client receives a refund from VRC in accordance with this clause 4 in respect of a particular day, the Client must promptly refund to each person who has so purchased tickets to its Facility from the Client for that day a pro-rata proportion (based on the number of tickets to the Facility so purchased by the relevant person from the Client for that day as a proportion of total tickets to the Facility purchased by the Client for that day) of the amount of the refund given to the Client by VRC.

(ii) If any person who has (in accordance with clause 11) purchased tickets to the Facility from the Client referred to in sub-clause (i) for a relevant day (the Subsequent Purchaser) has further on-sold those tickets in accordance with clause 11, and the Client referred to in sub-clause (i) gives a refund to the Subsequent Purchaser in accordance with sub-clause (i).

(iii) in respect of that day, then the Subsequent Purchaser must promptly refund to each person who has so purchased tickets to the Facility from it for that day a pro-rata proportion (based on the number of tickets to the Facility so purchased by the relevant person from the Subsequent Purchaser for that day as a proportion of total tickets to the Facility purchased by the Subsequent Purchaser for that day) of the amount of the refund given to the Subsequent Purchaser by the Client referred to in subclause (i).

(iv) Where VRC provides to the Client the relevant (or a comparable) Facility for a Postponed Date in accordance with clause 4(e), the Client must make that Facility available for that Postponed Date to each person who purchased tickets to its Facility in accordance with clause 11 for the date which was postponed.

(v) If a Subsequent Purchaser (who has, in accordance with clause 11, purchased tickets to the Facility from the Client for a day to which clause 4(e) applies) has further on-sold those tickets in accordance with clause 11, and the Client referred to in sub- clause (i) has obtained from VRC the relevant (or a comparable) Facility for that Postponed Date in accordance with clause 4(e)(ii), then the Subsequent Purchaser must make that Facility available for that Postponed Date to each person who purchased tickets to the Facility from it in accordance with clause 11 for the date which was postponed.

(vi) Persons who have purchased tickets in relation to a Facility from a person other than VRC must seek a refund (or, where clause 4(e)(ii) applies, access to the relevant (or a comparable) Facility for the Postponed Date) from the person from whom they purchased their tickets. Under no circumstances will VRC pay any refund (or, where clause 4(e)(ii) applies, provide tickets to the relevant (or a comparable) Facility for the Postponed Date) in relation to tickets to Facilities, other than to Clients in accordance with this clause 4.

(i) Refunds and exchanges are not otherwise available, including:

(i) if there is a relocation (within Melbourne) of Events to which clause 4(f) 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;

(ii) if the Client's, or any of the Associated Persons', circumstances change, they are unable to attend for any reason or they change their minds; or

(iii) 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.

(j) If the Client is entitled to a refund under this clause 4, in order to obtain the refund the Client must write to VRC Customer Service at 448 Epsom Road, Flemington, Victoria, 3031 or by email at customerservice@vrc.net.au, providing adequate proof of purchase of the Facility and of payment of the Facility Payments, such materials to be received by VRC's Customer Service 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 4(e), 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.

5. USE OF FACILITY, DRESS STANDARDS AND CONDUCT

(a) Private Facility Clients are permitted to use their facility only on the Race Day or Race Days for which the Private Facility has been booked and paid for and only during the hours nominated or to be nominated by VRC. VRC is entitled to utilise the Facility at all other times, regardless of whether the booking is for an Annual Facility.

(b) Annual Facility suite holders may request permission to use the facility outside of Racedays. If VRC grants its permission (at VRC's ultimate discretion), the Client will be responsible for all costs incurred in such use, including cleaning, catering and furniture removal.

(c) Each Private Facility Client is responsible for entry of all Associated Persons into, and their conduct in, its Private Facility. The Client may, at its own cost, use representatives of the officially appointed security company to control admission of Associated Persons to its Private Facility.

(d) The Client must ensure that all Associated Persons are made fully aware of VRC dress standards in the Facility, which VRC will provide or make available to the Client. VRC reserves the right to refuse entry to any Associated Persons if they are not dressed in accordance with the relevant VRC dress standards.

(e) Due to some Facilities being temporary facilities, VRC does not guarantee that all Facilities have wheelchair and pram access. Please notify us at the time of booking to discuss any special requirements.

(f) The Client must obtain written approval from VRC to conduct any alterations or additions to the Private Facility. All such approved alterations and additions are outside the standard package purchased by the Client and will be at the cost of the Client and will be subject to VRC's design rules, which will be provided to the Client upon request.

(g) The Client must ensure that it leaves the Facility, and all routes of access and egress into the Facility, in the same condition as when the Client entered the Facility (except for normal wear and tear, or changes caused by VRC or third parties who are not the Client or its Associated Persons). The Client will be liable for any changes or damage caused to the Facility or Flemington Racecourse by the Client or its Associated Persons.

(h) VRC and its approved contractors accept no responsibility for any property of the Client or its Associated Persons.

(i) Private Facility Clients requiring power points in excess of the power points supplied as part of the standard facility package will be charged a fee per additional power point. VRC reserves the right to decline additional power points, and to refuse or restrict the use of any appliance, due to the potential effect on safety, amenity or power supply at the Course.

(j) Where internet access is available in any Private Facility or Shared Facility, VRC is under no obligation to provide Clients or its Associated Persons access to a wired connection.

(k) The Client may order, through a VRC-approved temporary infrastructure contractor, a change in, or addition to, the furniture component of the Private Facility, at additional cost to be borne solely by the Client.

(l) The Client acknowledges, and agrees to advise Associated Persons attending the Client's Facility, that marquees and other temporary structures cannot be insulated or temperature-controlled to the same extent as permanent structures and that extreme weather conditions may result in some discomfort for patrons despite VRC's efforts.

6. FACILITY SIGNAGE

(a) In marquee Facilities, the Client is provided with signage identifying the Client's marquee. No external branding other than the marquee signage supplied will be permitted unless the Client is party to a sponsorship agreement with VRC that grants it broader signage rights.

(b) Corporate signage outside the Hill Stand Suites, The Mounting Yard and the Manifold Room is limited to the signage supplied in the package by VRC.

(c) The Client must submit the required artwork for its marquee Facility signage to VRC as referred to in clauses 6(a) and 6(b) by the due date specified by VRC. After this date, plain text only may be supplied. On-sellers' Client listings which are to be featured on the relevant sign may only be displayed in plain text.

(d) All signage must be removed from the Facility (and the Facility restored to its original condition) upon completion of the Client's booking (or otherwise when requested by VRC).

(e) Corporate signage is not permitted in any Shared Facility.

7. ISSUE OF TICKETS

(a) Without limiting clause 7(b), Clients will only be issued Race Day ticketing and car park passes (if applicable) once full payment has been received by VRC.

(b) In addition to clause 7(a):

(i) VRC will arrange for access to e-tickets for Private Facilities to be made available via the email address nominated by the Client on their Booking Form;

(ii) VRC will arrange for access to e-tickets to be made available via the email address nominated by the Client on their Booking Form;

(iii) VRC will have no responsibility for lost or stolen tickets; and

(iv) all Private Facility tickets (with the exception of host passes) require catering to be purchased for the tickets to be valid. Where a Private Facility Client does not purchase catering for the full number of tickets issued, these tickets will be considered "unused tickets".

(c) Clients who purchase Annual Facilities will be issued with annual passes and car parking passes for their Facility for the entire season (or pro rata depending on when the booking is made) on receipt of full payment by VRC.

8. ENTRY AND DISPLAY OF TICKETS

(a) The Client must ensure that its guests display the correct ticketing at all times. No person will be admitted to any Facility without the correct official VRC ticketing appropriate for the particular Facility. VRC and the appointed caterer reserve the right to refuse to admit or serve a person who does not display the correct ticketing, and may require that person to immediately leave the relevant Facility or the Course.

(b) Where a Client or guest wishes to rely on a concession ticket or other discount for entry to the Course, the Client or guest (as the case may be) must produce a valid, Pensioner Concession Card, a Companion Card, a current and valid (secondary or tertiary) Student I.D. Card or any other card or proof that VRC has advised will be accepted for this purpose. Otherwise, they may be denied entry or be asked to leave the relevant Facility or the Course.

9. LOST OR STOLEN TICKETS

(a) VRC will only consider requests for replacement tickets that are in writing and that specify the exact e-ticket and/or seat numbers and valid credit card details for payment

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10. CATERING

(a) The Client accepts that the VRC-appointed caterer will be the sole permitted provider of catering in the Client's Facility. No food or beverages other than that provided by the caterer is permitted to be brought into a Facility.

(b) Confirmation of use of an Annual Facility is required at least 5 days prior to each Race Day to assist with catering and staffing numbers. Similarly, if a Client wishes to cancel their attendance they must advise VRC as soon as possible.

(c) VRC will supply food and beverage inclusions to all Clients outside of Melbourne Cup Carnival bookings.

(d) All catering ordered by Private Facility Clients must be fully paid for no later than the date specified in the agreement between the Private Facility Client and the relevant caterer. VRC reserves the right to cancel a Facility (without refund) should payment to the appointed caterer not be made by the required date.

(e) VRC and its appointed caterer follow guidelines for Responsible Serving of Alcohol. Alcoholic beverages will not be served to persons under the age of 18 years, or to a Client or an Associated Person who is reasonably believed to be in a state of intoxication.

(f) Should a Client or any Associated Person be in breach of liquor licensing laws, or procure, aid or abet the breach of such laws by any other person, VRC may cancel the Client's Facility (without refund) and require the Client and the Client's guests to leave the Course.

11. ONSELLING

(a) The Client must not sell or on-sell any part of its Facility (including any ticket to the relevant Facility) without the prior written approval of VRC.

(b) On-selling, where permitted by VRC, will be governed under a separate agreement. Failure to comply with that agreement may result in on-selling rights being revoked.

12. ADVERTISING AND PROMOTIONS

(a) The Client must not advertise or promote, or procure the advertising or promotion of, their Facility or the Event in any way without the prior written consent of VRC.

(b) The Client must not use tickets to a Facility or the Event for advertising or other promotional purposes (including, without limitation, prizes, contests or sweepstakes) without the prior written consent of VRC.

(c) The Client must not (except with the prior written consent of VRC) in any reference to or advertising or promotion of the Client or its activities use the name of VRC, or of any Event promoted by or on behalf of VRC, 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.

13. SUPPLIERS

(a) Clients booking Private Facilities are required to use VRC-appointed official suppliers for any services required by the Client which are offered by those officially appointed providers.

(b) Clients who wish to engage suppliers to provide a service that is not offered by the officially appointed suppliers must obtain

prior written consent from VRC. Otherwise, those suppliers may be denied entry to the Course or the Client's Facility.

(c) The Client will comply with all contractual terms (whether written or not) in place between it and each authorised supplier relating to a Private Facility. This includes the obligation to pay such amounts for goods and/or services as reflect the number of persons in respect of whom that Private Facility and the relevant goods and/or services have been booked (regardless of whether that number of persons ultimately attend the Private Facility). VRC will not be responsible for the enforcement of these contractual terms or liable for any breach of such terms by the Client or the authorised supplier.

14. INDEMNITY AND LIABILITY

(a) Clauses 2.4 and 8 of the Course Conditions apply to these terms and conditions.

(b) 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 or any of the Client's Associated Persons while at the Course.

15. TERMINATION

(a) Without limiting VRC's rights under clause 3(c) or any other right VRC has at law, VRC may terminate a Client's booking (or any part of a booking where more than one booking is made) immediately without notice if:

(i) the Client fails to comply with the Conditions (as set out in clause 2.1) or any other condition contained in the Booking Form for the relevant Facility;

(ii) the Raceday on which the booking is made changed in any respect which VRC, in its sole discretion, considers to be material;

(iii) the Client becomes the subject to bankruptcy, liquidation or winding up procedures or otherwise becomes or threatens to become insolvent;

(iv) there is a serious likelihood that damage may be caused to the Facility for which the booking is made or where VRC considers that an emergency exists; or

(v) VRC's name or reputation, in its sole opinion, is, or is likely to be, brought into disrepute by any act or omission of the Client or the Client is involved, or suspected of being involved in any illegal conduct or activity.

16. CHANGE OF FACILITY

(a) VRC may at any time, by written notice to the Client (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 Associated Persons to:

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

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

(b) In the event that a relocation under clause 16(a) occurs due to an event or act beyond

the control of VRC (such as weather), clause 17 will apply.

(c) VRC will use all 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 this cannot be achieved, VRC will provide a refund in accordance with clause 4(f), whether the relocation applies merely to the Facility or to the whole Event.

17. FORCE MAJEURE

(a) Except as expressly provided under clause 4, under no circumstances will VRC be liable to the Client or to any Associated Persons if VRC is unable to perform its obligations to the Client due to any event or act beyond the control of VRC.

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ADDENDUM - FOR MELBOURNE CUP CARNIVAL BOOKINGS ONLY:

For Private and Shared Facilities bookings during the Melbourne Cup Carnival, the following terms apply. To the extent of any inconsistency, this Addendum will prevail for Melbourne Cup Carnival bookings.

1. DEFINITIONS

The definition of "Withheld Costs" is replaced with the following:

Withheld Costs mean the costs directly incurred by VRC in relation to the establishment and provision of thee Client's Private Facility, including but not limited to build costs (if applicable), that should the Melbourne Cup Carnival:

(a) not proceed; or

(b) not proceed in a manner in which VRC is reasonably able to provide the Client's Private Facility,

VRC is not able to avoid or recoup despite using reasonable endeavours.

3. PAYMENT

Clause 3(b) is replaced with the following:

(b) Where a Client makes a Private Facility booking for the Melbourne Cup Carnival, the following will apply.

(i) Where a Client makes a Private Facility booking for the Melbourne Cup Carnival:

(A) prior to 1 July in the year of the upcoming Melbourne Cup Carnival, VRC will invoice the Client for the full amount, with 50% of the full amount payable within 30 days of the date of the invoice, and the remaining amount owing will be payable in accordance with clause (ii)(A) below; or

(B) in July in the year of the upcoming Melbourne Cup Carnival, VRC will invoice for the Client the full amount, with 100% of the amount payable by 31 July;

(ii) On 31 July, VRC will inform the Client that either:

(A) the pre-booked Private Facility will be operational and available for occupation as per the relevant booking, after which the remainder of the fee under clause (i)(A) above will become immediately payable; or

(B) the pre-booked Private Facility will not be operational or available for occupation as per the relevant booking, after which the Client will have two options as follows: (1) agree, where agreed by VRC in its absolute discretion, to amend the Private Facility booking to attend another venue of an equal or greater value than the venue of the original Private Facility booking within 14 days of being informed that the pre-booked Private Facility is not available; or (2) request that VRC refund the fee in full (less part or all of the Withheld Costs as reasonably determined by VRC in all the relevant circumstances), with VRC refunding that part of the

fee paid by the Client to date within 30 days of the request.

(iii) Where a Client makes a Private Facility booking for the Melbourne Cup Carnival after 31 July in the year of the upcoming Melbourne Cup Carnival:

(A) the full amount is payable with the booking application; and

(B) the Client agrees that if for any reason outside the reasonable control of VRC, the Private Facility becomes unavailable for occupation as per the relevant booking between 31 July and the relevant Melbourne Cup Carnival, the Client will be given the same options as set out in clause (ii)(B) above.

(iv) Where VRC has confirmed that clause (ii)(A) above applies, and subsequently, for any reason outside the reasonable control of VRC, the Private Facility becomes unavailable for occupation as per the relevant booking between 31 July and the relevant Melbourne Cup Carnival, the Client will be given the same options as set out in clause (ii)(B) above.

4. REFUNDS

Clause 4(a) is replaced with the following clause:

(a) Clause 4 of the Course Conditions does not apply to refunds or exchanges in relation to Facilities. Rights to refunds or exchanges in relation to Facilities are dealt with exclusively by this clause 4, or for the Melbourne Cup Carnival, by clauses 3(b) and 4. For the Melbourne Cup Carnival, clause 3(b) applies to the extent of any inconsistency with clause 4 of these terms and conditions.

5. USE OF FACILITY, DRESS STANDARDS AND CONDUCT

The following additional terms apply for Melbourne Cup Carnival bookings:

(m) All Clients applying for a Private Facility booking during the Melbourne Cup Carnival must provide to VRC documentation evidencing proof of a current public liability insurance policy noting the interests of VRC, and listing the particulars of the policy's coverage, which must be consistent with the indemnity provision set out in clause 8.3 of the Course Conditions and clause 14 of these terms and conditions, within 14 days of lodging a booking. The public liability insurance referred to in this clause must be for the amount of $20 million per occurrence, unless otherwise agreed in writing between the parties.

(n) On purchase of the four-day package for the Melbourne Cup Carnival, the furniture component of the standard package will remain in the Private Facility for the four days of the Melbourne Cup Carnival, unless otherwise agreed.

6. FACILITY SIGNAGE

Clause 6(c) is replaced with the below clause:

(c) The Client must submit the required artwork for its marquee Facility signage to VRC as referred to in clauses 6(a) and 6(b) by no later than 30 September. After this date, plain text only may be supplied. On-sellers' Client listings which are to be featured on the relevant sign may only be displayed in plain text.

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7. ISSUE OF TICKETS

Clause 7 is replaced with the below clause:

(a) Without limiting clause 7(b), Clients will only be issued raceday ticketing and car park passes (if applicable) once full payment has been received by VRC.

(b) In addition to clause 7(a):

(i) VRC will arrange for e-tickets for Private Facilities to be sent via the email address nominated by the Client on its Booking Form in late September/early October.

(ii) VRC will arrange for e-tickets for Shared Facilities to be sent via the email address nominated by the Client on its Booking Form from early October onwards.

(iii) VRC will have no responsibility for lost or stolen tickets.

(iv) All Private Facility tickets (with the exception of host passes) require catering to be purchased for the tickets to be valid. Where a Private Facility Client does not purchase catering for the full number of tickets issued, these tickets will be considered "unused tickets". Clients are required to return all unused tickets by no later than two weeks prior to Derby Day, otherwise full catering charges will apply. Unused tickets can be exchanged by the Client for racecourse general admission tickets.

(v) Requests from Private Facility Clients to purchase additional Private Facility tickets must be mailed or faxed to VRC in writing on the appropriate form and received by VRC by 5pm, 15 October (or where this date is a weekend, by 5pm on the next business day).

10. CATERING

Clause 10 is replaced with the below clause:

(a) The Client accepts that the VRC-appointed caterer will be the sole permitted provider of catering in the Client's Facility. No food or beverages other than that provided by the Caterer is permitted to be brought into a Facility.

(b) Private Facility Clients must liaise directly with the officially appointed caterer for the provision of all catering, food and beverage requirements, unless the package is inclusive of catering whereby Clients should liaise directly with the appointed VRC account manager.

(c) Private Facility Clients ordering extra Private Facility tickets for the Melbourne Cup Carnival must advise the appointed caterer of their additional requirements no later than 15 October (or where this date is a weekend, by the next business day).

(d) All catering ordered by Private Facility Clients must be fully paid for no later than the date specified in the agreement between the Private Facility Client and the relevant caterer (except for extra tickets under clause 10(c), which must be paid for no later than 15 October). VRC reserves the right to cancel a Facility (without refund) should payment to the appointed caterer not be made by the required date.

(e) VRC and its appointed caterer follow guidelines for Responsible Serving of Alcohol. Alcoholic beverages will not be served to persons under the age of 18 years, or to a Client or an Associated Person who is reasonably believed to be in a state of intoxication.

(f) Should a Client or any Associated Person be in breach of liquor licensing laws, or procure, aid or abet the breach of such laws by any other person, VRC may cancel the Client's Facility (without refund) and require the Client and the Client's guests to leave the Course.