

## Conditions of Ticketing and Entry for Flemington Racecourse 2009-10

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### General

1. Nothing in these conditions of entry affects your rights under the *Trade Practices Act 1974* (Cth), the *Fair Trading Act 1999* (Vic) or similar legislation regarding implied conditions or warranties, under which Victoria Racing Club Limited (ACN 119 214 078) (**VRC**) gives you certain non-excludable and unlimited warranties, including that VRC provides its services with due care and skill.
2. Tickets to the Course are issued by VRC. 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 conditions and any accompanying risks, obligations and responsibilities. It is your responsibility to read and inform yourself of these conditions.
3. **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.** 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 (such as 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 break free – whether being led or ridden or in their stalls – and come into contact with persons, vehicles or structures) or vehicles; or
  - (c) harmful acts (whether intentional or inadvertent) committed by persons (such as intoxicated persons) present at the Course.
4. Some areas of the Course 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.
5. 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.
6. If you breach these conditions, or VRC (with reasonable cause) so directs, you may:
  - (a) be refused entry to the Course;
  - (b) be evicted from the Course;
  - (c) have your ticket confiscated or cancelled without refund; or

(d) be reported to an appropriate law enforcement body.

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

7. You must comply with any reasonable directions given to 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.
8. If you become aware of any incidents, matters or circumstances in contravention of these conditions, or if you have any issues that you wish to bring to VRC's attention, you may call the VRC help line on (03) 9371 7194. You should do this as soon as possible so as to assist VRC to provide you with a helpful response.
9. **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 1 and to any right of refund or exchange under clause 10, 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.**
10. **Your right to a refund of the cost of an admission ticket is as follows.**
  - (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 10.**
  - (b) **If all horse racing 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, subject to sub-clause (c) 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 its full face value (excluding any Third Party Administrative Charges).**
  - (c) **If the cancellation referred to in sub-clauses (b) or (e) apply 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 all Events scheduled for a particular day at the Course and Car Park for which your admission ticket to the Course allows you access are not held on that day but some or all are postponed to a later date (the Postponed Date), not being a date already scheduled for Events, VRC will (at the holder's election) procure that the Ticket Seller refunds, or where VRC is the Ticket Seller VRC will refund, to the holder of that admission ticket its full face value (excluding any Third Party Administrative Charges) or provide to that 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 and/or Car Park are held but, prior to the running of the Feature Race:**

  - (i) all remaining Events for that day are cancelled for any reason, including due to safety reasons, and**
  - (ii) as a result you are required by the VRC or other officials to promptly leave the Course and Car Park and are not entitled to return to the Course or the Car Park 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 of that admission ticket's full face value (excluding any Third Party Administrative Charges) calculated by reference to the number of horse racing Events scheduled to be run at the Course on that day which were not run due to the cancellation.**

- (f) Refunds and exchanges are not otherwise available, including:**

  - (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; or**
  - (ii) if you experience a change in your personal circumstances or change your mind.**

11. If you are entitled to a refund under clause 10, 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 10(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, ensuring that your request is received by VRC at least 5 weeks prior to the relevant Event, to have your request considered on an individual basis. VRC will advise if a refund or exchange will be provided.

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

## **Ticketing**

13. If you are under 18 years of age at the time of purchase of a ticket, you may only purchase tickets under the supervision of your parent(s) or guardian(s).
14. In respect of all tickets you receive, you must comply, and ensure that each subsequent holder of the tickets complies, with these conditions and all relevant laws and regulations.
15. 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.
16. **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 conditions, the bearer of the ticket may be denied admission, and other action may be taken, without refund.**
17. **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. 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 lost or stolen and charge a fee for that replacement, at its sole discretion.**
18. **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.**
19. Where you wish to rely on a concession ticket for entry to the Course, you must produce a valid Centrelink 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.

## **Course conditions**

20. Unless you hold a ticket allowing entry to a reserved area (such as a members' area or corporate marquee) 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.
21. While present at the Course, you must comply with:

- (a) all relevant laws; and
- (b) any published policies of VRC relating to liquor.

**22. 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.**

23. You must not, without the express authorisation of VRC, enter the racetrack itself or stalls or any area where the movement of horses occurs or any area of the Course where persons including ticket holders are prohibited to enter (as indicated by fencing, cordons, locked doors, signage or otherwise). If you do so, you may be expelled from the Course, banned from attending the Course in the future and subject to legal action.

24. 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 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 any animal or person taking part in an Event, or disrupt or interrupt any Event, whether intentionally or otherwise, such as a laser pointer device (or a device incorporating a laser pointer);
- (e) any animals (other than, if the person is blind, deaf or otherwise suffering a disability, a guide dog);
- (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 clause 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) 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;  
or
- (n) 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).

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 the offending item or leave the course with it via the nearest exit, unless the item is seized by the police.

25. 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;
- (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, fence 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;
  - (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) operate or use a loud hailer, public address system or other broadcast device;
  - (o) conduct public surveys or opinion polls without the written consent of VRC;
  - (p) conduct entertainment without a licence from VRC;
  - (q) smoke in a designated "No Smoking" area; or
  - (r) act in a manner that may startle, 'spook', distract, interfere with or cause harm to any horse present at the Course, or to any person in proximity to any horse present at the Course.
26. VRC or persons authorised by VRC may, in their sole discretion, prevent you from entering the Course or evict you from the Course, if VRC or persons authorised by VRC reasonably believe that you are under the influence of alcohol or drugs. You agree that this clause 26 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, nor for any damage or injury caused by such persons. This clause 26 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.
27. 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.

### **Images, recordings and broadcasts**

28. **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 29 or 30 below, which may include (without limitation) camera tripods, monopods or professional photographic or video cameras or equipment, or broadcasting equipment.**

29. 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, 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.
30. 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.

### **Liability and indemnity**

31. Aside from VRC's liability as referred to in clause 1 and any liability that VRC may have for any:
- (a) breach by VRC of any express term of these conditions or any additional conditions applying to Car Parks or particular areas within the Course;
  - (b) breach by VRC of any term implied into these conditions or any additional conditions applying to Car Parks or particular areas within 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 or caused by any acts or omissions of VRC or employees, agents or contractors of VRC, or any other persons present at the Course. Subject to clause 1, any liability of VRC to you under these conditions or otherwise will not extend to loss of chance, profits, revenue, income, dividends or winnings or indirect or consequential loss.

32. 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.

### **Privacy**

33. 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). Unless you otherwise reach an agreement with VRC, 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. You can contact VRC in order to reach such an agreement.

34. 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 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.
35. 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.
36. 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.
37. 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.
38. You may access these conditions (and other conditions pertaining to the Course) at <http://www.melbourncup.com/conditions/>.

## Definitions

In these conditions:

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

**Car Park** means the car parks and grounds controlled by or on behalf of the VRC and used for the parking of vehicles, and includes any public car parks, Reserved Car Parks and unreserved members' car parks.

**Course** means Flemington Racecourse (or any other racecourse at which VRC holds a race meeting) but excludes the Car Parks.

**Feature Race** on a day means the horse racing Event which offers the most prize money on that day.

**Melbourne Cup Carnival** refers collectively to Events held by VRC during the period 31 October 2009 to 7 November 2009.

**Reserved Car Park** means any Car Park which is reserved for use by VRC members, VRC staff, corporate clients or contractors or volunteers participating in Events and includes without limitation (in relation to Flemington Racecourse) The Nursery, The Domain and The Rails members' car parks, The Birdcage enclosure and the facilities located therein.

**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. For the avoidance of doubt, where VRC has sold the ticket to you, VRC will be the Ticket Seller.

**You** means the individual ticket holder or purchaser.