

Car Park Terms and Conditions

Unreserved Car Parks at Flemington Racecourse

General

1. Nothing in these Terms and Conditions 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. **Entry to a Car Park at Flemington Race Course is subject to these terms and conditions.** Separate conditions apply in relation to the Course itself, Reserved Car Parks during the Melbourne Cup Carnival, members areas and corporate facilities. These conditions are issued by VRC.
3. By entering a Car Park you are deemed to have accepted and understood as binding on you, these conditions and any accompanying risks, obligations and responsibilities. It is your responsibility to read and inform yourself of these conditions.
4. **If you enter a Car Park 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 a Car Park include but are not limited to the risk of suffering injury or harm as a result of:**
 - (a) **vehicles being stolen, or items within vehicles being stolen;**
 - (b) **collisions between vehicles, between vehicles and people or between vehicles and structures;**
 - (c) **temporary structures (including without limitation umbrellas, marquees and gazebos), parts thereof or other debris being dislodged by the wind and coming into contact with persons, vehicles or structures;**
 - (d) **incidents involving the movement of horses (including without limitation 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**
 - (e) **harmful acts (whether intentional or inadvertent) committed by persons (including without limitation intoxicated persons) present at a Car Park or the Course.**
5. If you breach these conditions, or VRC (with reasonable cause) so directs, you may, without limitation:
 - (a) be required to leave the Car Parks;
 - (b) have your car towed (at your expense);
 - (c) be refused entry to the Car Parks;
 - (d) be refused entry to the Course;
 - (e) have your ticket to the Course confiscated or cancelled without refund; or
 - (f) be reported to an appropriate law enforcement body.

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6. **You must comply with any reasonable directions given to you by VRC or persons authorised by VRC including without limitation parking attendants. The 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.**
 7. 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.
 8. 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 9.**
 9. **If all horse racing 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 the appropriate ticket, whether by post (in which case postage will also 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.**
 10. You acknowledge and agree that any part of these conditions which contravenes the law of the relevant jurisdiction will not be enforceable, however such conditions (or part or parts thereof) are severable and do not invalidate the remaining conditions.

Car Park conditions

11. 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.
12. Unless you hold a ticket or pass allowing entry to a Reserved Car Park you must not enter or remain in (or allow your vehicle to remain in) a Reserved Car Park. If you hold a ticket or pass for a particular Reserved Car Park you must only enter the particular Reserved Car Park indicated on your ticket or pass.
13. **If you bring children into a Car Park you are responsible for the care, conduct and supervision of those children at all times. You are responsible for any acts or omissions committed by children who you have brought to a Car Park.**
14. You must not, without 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 or Car Parks 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 Car Parks, expelled from the relevant area or the Course, banned from entering the Car Parks and the Course in the future or subject to legal action.

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15. For the comfort and safety of persons present in the Car Parks, you are not permitted to bring into a Car Park (or have in your possession in the Car Park) 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 including, without limitation, 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 or the Car Parks, damages property, or interferes with the comfort of persons at the Course or the Car Parks 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 including (without limitation) 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 other 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 or the Car Parks including (without limitation) any spray paint or permanent markers;
 - (l) any torn up or shredded paper, confetti, rice, streamers or similar items;
 - (m) any unregistered scooter, skateboard, roller skates or roller blades (or similar items); or
 - (n) any item (including without limitation 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 or the Car Parks (as determined by VRC in its sole discretion).

Any consent given by VRC may be revoked by VRC. If such consent is withdrawn, you must immediately remove or hand to VRC the offending article or immediately leave the Car Parks through the nearest exit (other than by entering the Course), taking your vehicle with you.

16. Unless authorised beforehand by VRC in writing you must not, while at a Car Park:
- (a) pick any flower or injure or uproot any tree, shrub, flower or other plant or disturb or interfere with any fauna;
 - (b) climb or attempt to climb or remain on any tree or structure;
 - (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, structure, fence, tree or cordon;
 - (d) distribute any printed or visual matter or distribute, display or promote any advertising or promotional material, samples of goods or services or any other matter or thing;
 - (e) distribute, hawk, sell, offer or expose for sale any goods or services or solicit or collect subscriptions, donations, money or orders from persons present at a Car Park or the Course;
 - (f) misuse, deface, damage, remove from the Car Parks or tamper with or attempt to misuse, deface, damage, remove from the Car Parks 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 Car Parks;
 - (g) block any thoroughfare including, without limitation, any road, stairs, steps, aisle, gangway, overpass, underpass, pontoon, bridge, passage, entry or exit;
 - (h) deposit litter, except in a receptacle provided for that purpose;
 - (i) throw or attempt to throw any stone, bottle or other projectile;
 - (j) disrupt, interrupt or behave in any manner that may disrupt or interrupt any Event, distract, hinder or interfere with a participant in an Event or interfere with the comfort of other persons at the Car Parks or 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, except in 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;

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- (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 a Car Park, or to any person in proximity to any horse present at the Course or a Car Park.
17. **VRC or persons authorised by VRC may, in their sole discretion, prevent you from entering the Car Parks, evict you from the Car Parks or have your car towed, if VRC or persons authorised by VRC reasonably believe that you are under the influence of alcohol or drugs.** You agree that this paragraph 17 does not oblige VRC to undertake any monitoring or compliance methods to ensure that persons present at the Course or the Car Parks are not intoxicated, and VRC will not be responsible for the conduct of intoxicated persons who are present at the Course or the Car Parks, or persons who became intoxicated at the Course or the Car Parks, or any damage or injury caused by such persons. This paragraph 17 does not seek to exclude any legal responsibilities that VRC or persons authorised by VRC may have in relation to the responsible service of alcohol at the Course or the Reserved Car Parks.
18. You agree not to hold yourself out or otherwise promote yourself or any good or service as being associated with the Car Parks, the Course, VRC or any Event conducted by VRC.
19. **You must remove your car from the Car Parks prior to the designated closing time on the day that you parked your car in the Car Parks, or the VRC may have your car towed immediately thereafter at your cost.**

Images, recordings and broadcasts

20. **Unless authorised by VRC in writing you must not bring into or use within the Car Parks any photographic or video cameras or equipment that VRC, in its absolute discretion, deems unacceptable for the purpose of paragraphs 21 or 22 below, which may include (without limitation) camera tripods, monopods, or professional photographic or video cameras or equipment, or broadcasting equipment.**
21. **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 Car Parks nor use, publish or distribute any images, movies or soundtracks, for profit, gain, public advertisement, display or for any other purpose except the private enjoyment of the person taking or making the images. On request by VRC you must 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, movies or soundtracks.**
22. **Unless authorised by VRC in writing you must not, while present at the Car Parks, 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

23. Aside from its 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 or a Car Park.

24. **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.**
25. **You indemnify 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 any of your acts or omissions while at a Car Park or the Course.**

Cancellations by VRC

26. **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 under clause 9, 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.**

Privacy

27. 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 yourself, 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.
28. VRC may disclose the personal information held by the 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.
29. You have certain rights to access your personal information held by VRC and can request access by contacting VRC's Privacy Officer at 448 Epsom Road, Flemington, Victoria, 3031.
30. You may access these conditions (and other conditions pertaining to Reserved Car Parks and the Course) at <http://www.melbournecup.com/conditions/>.

Definitions

In these conditions:

Car Park means the car parks, roads, tracks and grounds controlled by or on behalf of the VRC and used for the parking of vehicles, and includes (save during the Melbourne Cup Carnival) any Reserved Car Parks.

Course means the Flemington racecourse (or any other racecourse at which the VRC holds a race meeting) excluding the Car Park.

Event means any particular race day, horse race or other sporting or entertainment activity conducted at the Course or a Car Park by, or under authorisation from, VRC.

Melbourne Cup Carnival refers collectively to Events held by VRC during the period 1 November 2008 to 8 November 2008

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 The Nursery, The Domain, The Rails members' car parks, The Birdcage enclosure and the facilities located therein.

You means an individual who has entered a Car Park, whether in a vehicle or otherwise.