

# 2009 Melbourne Cup Carnival Event Accreditation Conditions



## General

1. By completing an Online Application, each Applicant and their Corresponding Company declare that they have each read and understand, and that they agree with and agree to be bound by, these Event Accreditation Conditions and also the 'Conditions of ticketing and entry for Flemington Racecourse' and any other terms and conditions applying to the Site or the relevant Zones, each of which are available at [www.melbournecup.com/conditions](http://www.melbournecup.com/conditions) (**Course Conditions**), and each Applicant warrants that he or she is duly authorised to enter into these Event Accreditation Conditions as a contract on behalf of his or her Corresponding Company. These Event Accreditation Conditions only apply in relation to the Lock Down Period. The Corresponding Company is jointly and severally responsible, along with the Accredited Party, for the acts and omissions of the Accredited Party.
2. To the extent of any inconsistency, these Event Accreditation Conditions prevail over any other Course Conditions.

## Accreditation Process

3. Accreditation is required for all people working at the Site on the four days of the Melbourne Cup Carnival, which are as follows.  
Derby Day – Saturday 31<sup>st</sup> October, 2009.  
Cup Day – Tuesday 3<sup>rd</sup> November, 2009.  
Oaks Day – Thursday 5<sup>th</sup> November, 2009.  
Stakes Day – Saturday 7<sup>th</sup> November, 2009.  
Accreditation is also required for all people entering the Site on the non racedays of the Lock Down Period.
4. If a Company needs to obtain accreditation for more than one Applicant, the relevant Company must nominate a single representative (the **Supervisor**) to manage the accreditation process for that Company and associated Applicants and liaise as necessary with VRC. For the avoidance of doubt, nothing in these Event Accreditation Conditions provides the Supervisor with a right to access the Site, unless that Supervisor is also an Accredited Party. This clause does not prevent anyone who holds a valid ticket from entering the Site.
5. The Corresponding Company must ensure that each associated Accredited Party is aware of and complies at all times with these Event Accreditation Conditions and the Course Conditions relevant to that Accredited Party.
6. Online Applications:
  - (a) Incomplete Online Applications will not be considered for Accreditation.
  - (b) Online Applications must be uploaded and filled out at <http://accred.vrc.net.au>
  - (c) The accreditation deadline is Friday 18 September 2009.
  - (d) Applicants (and Supervisors, where applicable) must only request Accreditation to the extent required to enable the Applicant to properly perform his or her professional duties in connection with the Cup Carnival.
  - (e) Applicants must provide contact details which will allow VRC to contact them at all times during the Lock Down Period.
7. VRC discretion in relation to Accreditation
  - (a) Submitting an Online Application provides no guarantee that the Applicant will be granted Accreditation. Accreditation is granted to Applicants at VRC's sole discretion.
  - (b) Accreditation will only be granted to Applicants wishing to attend the Cup Carnival in a working capacity.
  - (c) The Zone(s) for which the Accredited Party will be authorised will be determined by VRC at its sole discretion based on factors including (but not limited to) the Applicant's anticipated role and occupational health and safety requirements.
8. Approval
  - (a) If an Applicant is approved for Accreditation, VRC will provide that Applicant with a single, non-transferable Accreditation Device for the Lock Down Period.
  - (b) VRC will notify all Applicants (or Supervisors if relevant) via email, post, phone or fax about the outcome of their Accreditation application.
  - (c) VRC reserves the right to withdraw, or to amend the terms of, any Accreditation at any time and will notify the Accredited Party accordingly.
  - (d) Accreditation Devices for Accredited Parties will be available for collection from 26 October 2009 to 11 November 2009 from Flemington Racecourse Operations.

### **Lost Accreditation Devices**

9. If an Accreditation Device is lost or stolen, then the VRC may elect to (but does not guarantee to) issue a duplicate Accreditation Device to the relevant Accredited Party, provided that:
- (a) the loss or theft is supported by a valid statutory declaration which is presented to Flemington Racecourse Operations within 24 hours following the occurrence of the loss or theft, and
  - (b) an administrative charge of \$50 is paid to VRC by the Applicant or their Corresponding Company.
- The reissue of any duplicate Accreditation Device will be at the sole discretion of VRC.

### **Substitution for Accredited Parties**

10. If an Accredited Party, or their Corresponding Company, wishes to substitute another individual for that Accredited Party, the Accredited Party or their Corresponding Company must send written communication to Flemington Racecourse Operations immediately, stating the reason for this substitution, the relevant details of the Accredited Party being replaced and the Accreditation Device number. A separate, complete Online Application must be provided for the proposed substitute.
11. If an Accreditation Device has already been issued to the Accredited Party (or to their Supervisor), that Accreditation Device must be returned to VRC with the written communication referred to in paragraph 10.
12. VRC reserves the right, at its sole discretion, to refuse the proposed substitution for any reason whatsoever, or to limit the scope of the Accreditation granted to the substitute Applicant in any manner whatsoever including, but not limited to, the restricting of Zone(s) to which the substitute Accredited Party may have access.
13. VRC will consider the request for substitution and will notify the Accredited Party and the substitute Applicant whether they have been successful in their request for substitution.

### **Conduct of Accredited Parties**

14. Accredited Parties must wear each element of their Accreditation Device at all times or they will be denied access to the Site and the relevant Zones.
15. Accredited Parties must ensure that each element of their Accreditation Device remains visible at all times while present at the Site. Unless it would be unsafe for the Accredited Party to do so, lanyards should be worn around the neck and not placed in pockets or handbags.
16. Alcohol is not to be consumed by ANY Accredited Party during the Melbourne Cup Carnival until 30 minutes after the final race of the day, and in any event is not to be consumed by any individual whilst performing official work duties at the Site. Accredited Parties must not be under the influence of illegal drugs or an excess of legal drugs at any time while at the Site or otherwise performing official work duties for VRC. Abuse of alcohol will not be tolerated and intoxicated people will be escorted from the site. Without limiting paragraph 17, an Accredited Party must not be under the influence of any substance which makes it unsafe for the Accredited Party to perform the function in relation to which they have been granted Accreditation.
17. For the purpose of ensuring the safety and security of all persons attending the Cup Carnival, the Accredited Party must, if requested by stewards, safety personnel, security staff, police or any other persons duly authorised by VRC or by law:
- (a) produce a valid Accreditation Device;
  - (b) submit to inspections (including bag and vehicle inspections), body checks or removal of unauthorised objects; and
  - (c) comply with the instructions and direction of such persons.
18. Unless authorised in writing by VRC, Accredited Parties must not directly or indirectly engage in (or authorise or procure that other persons engage in) the marketing or promotion of any products or services while at the Site or in the vicinity of the Site during the Lock Down Period, including (without limitation):
- (a) promotion of products and services which compete with those offered by VRC or its sponsors; and
  - (b) ambush marketing.
19. An Accredited Party must not at any time do anything (while present at the Site or otherwise) which is likely to reduce or diminish the good name and reputation of VRC or any of its sponsors, the business of VRC or the goodwill and reputation associated with the Cup Carnival.
20. Accredited Parties must conduct themselves with a high standard of professionalism while present at the Site pursuant to their Accreditation, and at all times in a manner that is lawful and courteous.

### **Zones**

21. Unless authorised by VRC, an Accredited Party must not enter or remain in a Zone which is not specified on that Accredited Party's Accreditation Device.
22. Accreditation Devices do not include access to any marquees. Accredited Parties must only enter a marquee if they are invited to do so by the host of the marquee (provided that they continue to observe these Event Accreditation Conditions and all other contractual or legal obligations) or are working in that particular marquee.

### **Revocation of Accreditation**

23. All Accreditation Devices remain the property of VRC. In the event of a breach or suspected breach of any of these Event Accreditation Conditions by an Accredited Party, VRC may revoke or suspend that Accredited Party's Accreditation with immediate effect.

24. VRC will be entitled to revoke or suspend an Accredited Party's Accreditation if it appears that any changes have been made to their Accreditation Device (unless made by representatives of VRC), the Accreditation Device was not obtained directly in accordance with VRC procedures, or the Accredited Party does not comply strictly with any directions or instructions of VRC.
25. At VRC's discretion, if an Accredited Party's Accreditation is revoked or suspended, and VRC has reasonable cause to do so, VRC may also revoke or suspend the Accreditation of other Accredited Parties who have the same Corresponding Company.
26. Upon the revocation or suspension of an Accredited Party's Accreditation, that Accredited Party's right to access the Site or Zone(s) is deemed removed and the Accredited Party must immediately return the Accreditation Device to VRC, leave any relevant Zone and also vacate the Site, unless in possession of a valid ticket on a raceday. The Accredited Party may be escorted from the Site and/or a Zone if that Accredited Party does not leave immediately of his or her own volition.

#### **Prohibition on sale or resupply of Accreditation Devices**

27. Accreditation Devices must not be offered, sold or otherwise supplied to any person by an Accredited Party. If an Accreditation Device is offered, sold or otherwise supplied in breach of these conditions, the relevant Accredited Party's Accreditation will be revoked or suspended, and further action may be taken by VRC against that Accredited Parties or their Corresponding Company at VRC's discretion.

#### **Equipment**

28. Each Accredited Party may bring to the Site such equipment as is necessary for that Accredited Party to perform the functions for which Accreditation has been granted to that Accredited Party. All such equipment must comply with relevant laws and the applicable VRC contract, and be submitted for inspection, testing and/or tagging (where appropriate) upon request by VRC at any time. An Accredited Party must immediately remove from the Site any equipment that VRC believes does not comply with this paragraph, any relevant law or the applicable VRC contract.

#### **Respect for Patrons**

29. Accredited Parties must be respectful of patrons present at the Site and not diminish their enjoyment of the Event.
30. Without limiting paragraph 29:
  - (a) Priority for spectator seating is for VRC members and the general public; and
  - (b) Accredited Parties must leave walkways and spectators' lines of sight clear and keep noise and other disruptions to the minimum required to perform their duties.

#### **Photography**

31. Unless authorised by VRC in writing, an Accredited Party must not:
  - (a) bring into or use within the Site any photographic or video cameras or equipment that VRC, in its absolute discretion, deems unacceptable for the purpose of paragraph 31(b) below, which may include (without limitation) camera tripods, monopods or professional photographic or video cameras or equipment;
  - (b) take or make any video recordings, films, still pictures, photographs or any other images within the Site nor use, publish or distribute any images, for profit, gain, public advertisement, display or for any other purpose except for the private enjoyment of the person taking or making the images, or for the proper and reasonable purposes of performing work consistent with the Accredited Party's accreditation; or
  - (c) while present at the Site, make 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 the Cup Carnival.
32. On request by VRC, the Accredited Party must promptly assign to VRC in writing, on a royalty-free basis and at the Accredited Party's cost, all intellectual property in any images taken in breach of paragraph 31, and upon doing so the Accredited Party irrevocably consents 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.

#### **Miscellaneous**

33. These Event Accreditation Conditions do not impose any limitation or restriction on the legal remedies that VRC may pursue against Applicants, Accredited Persons or Companies in relation to their conduct.
34. VRC reserves the right to make alterations to the times, dates and venue of the Cup Carnival under unforeseen circumstances, including (without limitation) force majeure, safety and security concerns or decisions of VRC, RVL or any other competent authority.
35. Any information requests, or notices pertaining to these Event Accreditation Conditions, should be addressed to the Event Operations and Logistics Department, Victoria Racing Club Limited, 448 Epsom Road Flemington 3031, Melbourne, Victoria, Australia.
36. Severability and Amendments
  - (a) If any provision(s) of these Event Accreditation Conditions are declared void, ineffective or unenforceable by any competent court, the remainder of these Event Accreditation Conditions will remain in effect as if such void, ineffective or unenforceable provision(s) had not been included.
  - (b) VRC reserves the right to make reasonable unilateral amendments to these Event Accreditation Conditions at its discretion, provided that it does so in accordance with all relevant laws. All such amendments will take effect as notified by VRC to the affected Accredited Parties (and on the date of the notice if no other date is specified).

## **Liability and indemnity**

37. The Accredited Party and their Corresponding Company agree and acknowledge that, to the extent permitted by law, VRC will not be liable for any loss or damage suffered by the Accredited Party or their Corresponding Company, or caused by any acts or omissions of VRC or employees, agents or contractors of VRC, or any other persons present at the Site or the Zones. Nothing in this paragraph 37 or these Event Accreditation Conditions affects any liability that VRC may have for any:
- (a) breach by VRC of any express term of these conditions;
  - (b) breach by VRC of any term implied into these conditions under the general law; or
  - (c) tort committed by VRC,
- save that any liability of VRC to Accredited Party or Company pursuant to these Event Accreditation Conditions or otherwise will not extend to loss of chance, profits, revenue, income, dividends or winnings or indirect or consequential loss.
38. Each Accredited Party and their Corresponding Company must jointly and severally indemnify VRC against liability for or in respect of any claims, demands, actions, suits or proceedings, costs, expenses, loss, damage, personal injury or death of any person arising out of or in connection with any acts or omissions of the Accredited Party or their Corresponding Company while at the Site.
39. Nothing in these conditions of entry affects anyone's rights pursuant to the *Trade Practices Act 1974 (Cth)*, the *Fair Trading Act 1999 (Vic)* or similar legislation regarding implied conditions or warranties.
40. VRC is not liable for incorrect entry of information by the Applicant, or for the consequences of technical malfunctions of the Internet or individual components of computer hardware or software.

## **1. Approval and Accreditation of Motorised Vehicles**

### **1.1 Application**

Any person wishing to use any Vehicle at Flemington Racecourse must make an application for Accreditation to the Flemington Racecourse Operations Office, and may not use any Vehicle at Flemington Racecourse until the Accreditation is granted and then upon the terms and conditions of the grant of Accreditation, including but not necessarily limited to these Conditions of Use.

### **1.2 Accreditation of Vehicles**

A Vehicle must not be used at Flemington Racecourse for transportation purposes unless the Vehicle:

- (a) is Accredited by Flemington Racecourse Operations ;
- (b) displays an accreditation pass issued by the Flemington Racecourse Operations Office in respect of the Vehicle; and
- (c) entering the Flemington Racecourse must carry a current registration sticker/label and be used in accordance with the manufacturers' intention.

## **2. Obligation of the Operator**

The operator must at all times:

- (a) comply with these conditions of use; and
- (b) ensure that all persons who use the Vehicle comply with these Conditions of Use.

## **3. Limitations on Areas and Times of Use**

### **3.1 Designation of area and times**

The Vehicle must be used only in such areas and at such times as specified by the Flemington Racecourse Operations Office.

### **3.2 Limitations at Certain Times**

Without limiting clause 3.1 Vehicles may not be used at Flemington Racecourse before 7:30am without the special written approval of the Racecourse Manager.

### **3.3 Hill Road Restrictions**

Hill Road will be closed to all Vehicles on Race Day during the period between 9.30am to 8:00pm. Emergency Vehicles and emergency bicycles will have full access to Hill Road as required.

## **4. On Site Conditions**

### **4.1 Right of Way**

All vehicles at Flemington Racecourse must at all times:

- (a) Give pedestrians right of way;
- (b) Give horses right of way; and
- (c) Adhere to designated speed limits.

### **4.2 Service Vehicle Access**

The operators of all Service Vehicles at Flemington Racecourse must:

- (a) ensure that the Service Vehicle is parked in a designated parking area on all Race Days; and
- (b) ensure that the Service Vehicle is not used to ferry people in and around the Flemington Racecourse.

### **4.3 Restricted Race Day Access Vehicle**

The Operators of Restricted Raceday Vehicles can not access Flemington Racecourse between 9.30am and 7.00pm.

## 5. **Use by Authorised Persons Only**

### 5.1 **Authorised User**

No person other than a person to whom the Accreditation is granted by Flemington Racecourse Operations or that person's authorised employees may be in possession, drive, ride or otherwise use the Vehicle at any time (other than as a passenger).

### 5.2 **License required**

Motor vehicles, motorcycles and motor scooters may be ridden only by a person holding a current license valid for that type of vehicle.

## 6. **Safety**

### 6.1 **Helmets to be worn**

A helmet must be worn at all times by every rider of a motor cycle, motor scooter or bicycle.

### 6.2 **Use in a safe manner**

A vehicle must be driven or ridden in a safe manner (including but not only a safe speed) at all times, particularly in crowded areas. Flemington Racecourse has a speed limit of 30 km/h (reduced to 20 km/h during the Melbourne Cup Carnival lockdown period). Vehicles must slow to 10 km/h when passing horses. Horses have right of way at all times.

### 6.3 **Carriage of Passengers**

The driver of a golf cart must ensure that the golf cart carries at any time only the number of passengers for which seats are available, and that no passengers ride in the tray.

### 6.4 **No towing**

A Vehicle must not be used to tow or propel any other Vehicle, object or person.

### 6.5 **Towing of Vehicles**

An Operator of a Vehicle found to be in breach of the issued Accreditation will be given 15 minutes notice to remove the Vehicle from Flemington Racecourse. If the Operator fails to comply with the instruction to remove the Vehicle, VRC will arrange for the Vehicle to be towed to a designated location at the expense of the Operator. Details of the location of the towed Vehicle will be available through the Help desk.

### 6.6 **No Driving or Riding by Intoxicated persons**

The Operator of a Vehicle must:

- (a) Ensure that the Vehicle is not driven by any person under the influence of any drug or alcohol or has passengers under the influence of any drug or alcohol; and
- (b) Ensure that in the event that intoxicated persons attempt to access the Vehicle; the operator immediately contact the Helpdesk.

## 7. **Notification of Incidents**

The Operator and any person using a vehicle must immediately notify the Help Desk on 9371 7194 or extension 91 of any damage to any person or property (including to the vehicle and any user or passenger) and complete an incident report and any other paperwork required by any representative of the VRC. Incident Report Forms are available from Flemington Racecourse Operations.

## 8. **Indemnity**

The Operator hereby indemnifies and shall keep indemnified the VRC and holds and will continue to hold the VRC harmless against all claims, actions or proceedings that may be incurred in respect of the death of or personal injury to any person (including the user or passenger of a Vehicle) and all loss, damage or destruction to any property (including the Vehicle) arising directly or indirectly from the possession, use or operation of the Vehicle by any person on Flemington Racecourse.

## **Definitions**

**Accreditation** means a personal and non-transferable right of access to one or more Zone(s) for a limited period, in accordance with the function to be performed by the holder during the Lock Down Period in relation to the Cup Carnival.

**Accreditation Device** means the official proof of Accreditation which serves to grant the Accredited Party access to relevant Zones for a specified period, and which includes each of:

- (a) an Accreditation identification card;
- (c) an official VRC accreditation lanyard.

**Accredited Party** means any Applicant granted Accreditation by VRC.

**Applicant** means any individual who has applied for Accreditation.

**Application Deadline** means 5pm (Melbourne time) on Friday 18 September 2009.

**Corresponding Company** means the Company which is specified on the Online Application.

**Company** means a company which provides services to VRC or VRC's members, customers, clients or patrons in relation to the Cup Carnival.

**Cup Carnival or Melbourne Cup Carnival** means the 2009 Melbourne Cup Carnival, including Derby Day (31 October 2009), Cup Day (3 November 2009), Oaks Day (5 November 2009) and Stakes Day (7 November 2009).

**Help Desk** means the help desk office located at Flemington Racecourse which can be contacted on 9371 7194 or extension 91.

**Lock Down Period** means the period from Monday 26 October 2008 to Wednesday 11 November 2008 inclusive.

**Non Race Day Access Vehicle** means any Vehicle Accredited as a Non Race Day Vehicle.

**Online Application** means the official form and method of application made available by VRC via the Internet to be completed and uploaded by an Applicant and their Corresponding Company in order to be considered by VRC for Accreditation.

**Operator** means a person granted approval to bring onto and use a Vehicle at Flemington Racecourse for the purpose of Transportation on the Racecourse.

**Person** includes any individual person any company, partnership, trust and any other form of organisation, incorporated or unincorporated.

**Racecourse Manager** means the manager of Flemington Racecourse and any person or persons to who are responsible for administration of the Conditions of Use may be delegated from time to time.

**Raceday** includes any day on which a race meeting is held at Flemington Racecourse during the Melbourne Cup Carnival.

**Restricted Raceday Access Vehicle** means any Vehicle Accredited as a Restricted Race Day Access Vehicle.

**RVL** means Racing Victoria Limited (ACN 096 917 930).

**Service Vehicle** means any Vehicle Accredited as a Service Vehicle.

**Site** means Flemington Racecourse, including all adjacent public and members' car parks and other areas managed or controlled by VRC.

**Transit Pass** means a temporary vehicle pass given to Vehicles who need to make deliveries or access Flemington Racecourse for short periods of time during the Melbourne Cup Carnival lockdown period

**Vehicle** means any motor vehicle, golf cart, motorcycle, motor scooter or bicycle.

**Vehicle Accreditation** refers to one of the following permits granted by Flemington Racecourse Operations to an Operator allowing to the Flemington Race Course.

- (a) Service Vehicle;
- (b) Restricted Race Day; and
- (c) Non Race Day
- (d) Transit Pass

**VRC** means Victoria Racing Club Limited (ACN 119 214 078)

**Zone(s)** means particular pre-defined areas of the Site which have different access restrictions to other areas of the Site.