

2019 Conditions of Entry to Supercars Events

Entry to this Supercars event (the **Event**) by any person (**Patron**) is subject to the following conditions:

1. The term '**Patron**' in these Conditions of Entry includes any person who, at any time, holds or purchases or otherwise acquires a ticket, pass, credential or other authorisation sold or granted by V8 Supercars Australia Pty Ltd (**SCA**) allowing entry to the Event (**Ticket**).
2. Every Patron's Ticket, or entry to, and presence at the Event is subject to:
 - a. these Conditions of Entry, which are at the discretion of SCA to change from time to time (and are available for viewing at the Event entrances, on SCA's website being www.supercars.com or by contacting SCA directly);
 - b. any relevant State Legislation and Regulations made under that Legislation (collectively, the **Legislation**); and
 - c. any reasonable directions issued by SCA, which includes its representatives and any person appointed as an authorised person under the Legislation (**Authorised Person**) (collectively, the **Event Rules**).
3. By entering the Event or holding a Ticket, Patrons accept and understand as binding the Event Rules and any accompanying risks, obligations and responsibilities, regardless if the Patron is based in the main Event precinct, the Paddock area or any camping ground that may be available. It is each Patron's responsibility to inform him or herself of all the Event Rules.
4. Any Patron in breach of any Event Rules may be refused entry or directed to leave the Event by SCA or may be otherwise liable at law, including to a penalty issued under the Legislation.
5. **WARNING – MOTOR SPORT ACTIVITIES, THE EVENT AND ACTIVITIES ASSOCIATED WITH THE EVENT ARE INHERENTLY DANGEROUS AND ACCIDENTS CAN HAPPEN. THERE IS SIGNIFICANT RISK OF AN ACCIDENT CAUSING INJURY, DISABILITY, DEATH OR PROPERTY DAMAGE OR ECONOMIC LOSS.**
6. Upon entering the Event, each Patron provides this release to SCA and the Associated Entities*:
SCA and the Associated Entities are not liable to me or to any person with me for (regardless of how or when the liability is caused, or by whom it is caused and regardless of whether such liability or claims are for negligence (excluding gross negligence), breach of contract, breach of statutory duty or any other liability or claim recognised at law):
 - a. *my death, injury to me or the injury or death of anybody else with me;*
 - b. *damage to, destruction of, theft of or unauthorised delivery up of any of my property or equipment, whether authorised or not;*
or
 - c. *damage to, destruction of, theft of or delivery up of any of my clothing or other personal items;**And, in respect of all of the subject matter referred to in each of 6(a), 6(b) and 6(c), I release SCA and the other Associated Entities from any liability or claim, which I do or might, or which anybody with me does or might have or in the future might or would have against SCA or any other Associated Entities.*

* **Associated Entities** means the Confederation of Australian Motor Sport Ltd (**CAMS**), Federation Internationale de l'Automobile (**FIA**), V8 Supercars Australia Pty Limited; Touring Car Entrants Group Australia Pty Ltd, promoters, sponsor organisations, land owners and lessees, organisers of Events, their respective servants, officials, representatives and agents, and all other persons involved in the conduct, promotion and organisation of the Event including officials, marshals, rescue and medical staff, competitors and drivers.

7. SCA and any Associated Entities do not make any warranty that the Event or any services connected with the Event will be provided with due care and skill or that any materials or equipment provided in connection with the services will be fit for the purposes for which they are supplied. Patrons acknowledge that, to the extent that any warranty is implied by law it is excluded to the full extent permitted by law.

FOREGOING RIGHTS UNDER THE COMPETITION AND CONSUMER ACT 2010 (CTH)

Under the *Australian Consumer Law* (which is part of the *Competition and Consumer Legislation 2010 (Cth)*), several guarantees are implied into contracts for the supply of certain goods and services. You agree that the application of all or any of these provisions (i.e. guarantees relating to the supply of services), any liability of SCA and the other Associated Entities for a failure to comply with any such guarantees, are excluded. This exclusion does not apply to significant personal injury suffered by the reckless conduct of SCA and the other Associated Entities.

8. Patrons are responsible for the safety and security of their own personal property and hereby release SCA from any liability for loss or damage to any personal property brought into any area of the Event.
9. The Event takes place outdoors, so conditions may vary (including access, seating, and protection from weather, terrain and available facilities). Some areas at the Event are exposed to direct sunlight and heat. Patrons are to take appropriate care for their own wellbeing at the Event including but not limited to hydration and sun protection.
10. SCA may direct any Patron at any time at the Event to produce a valid Ticket.
11. At all times, Tickets remain the property of SCA. Tickets may not be sold, on-sold, exchanged for fee or reward or other valuable consideration or otherwise commercially dealt with (including for advertising or other promotional purposes such as prizes, contests or sweepstakes) without the prior written consent of SCA (acting in their absolute discretion). If such consent is granted, SCA may attach additional conditions to any Tickets as SCA sees fit. If a Ticket has been dealt with in contravention of this Condition of Entry, the bearer of the Ticket may be refused entry or directed to leave the Event.
12. In relation to Tickets issued on the basis that the Patron is a child of, or under a certain age:
 - a. SCA or its representatives may require evidence of the child Patron's age;
 - b. the Patron's age shall be determined as at the date the Ticket is presented for entry to the Event (not the date of purchase) and if SCA (or its representative) assesses any Patron bearing a Children's Ticket to be older than the age applicable to the Ticket, SCA may:
 - i. refuse entry or direct the Patron to leave the Event without refund; or
 - ii. direct the person to purchase a Ticket that is available to persons of that age.
13. Each child Patron must be accompanied by an adult Patron (that is 18 years or older) at all times at the Event and are responsible for the care, conduct and supervision of those children and must keep those children within sight at all times. Children may not be permitted to enter certain areas at the Event for safety or responsible service of alcohol reasons as determined or advised by SCA in its absolute discretion.
14. SCA reserves the right to close the Paddock area and restrict access to the Paddock area at any time.

15. SCA reserves the right to add, withdraw or substitute any drivers, performers or activities including any concerts or other entertainment associated with the Event, vary programs, other conveniences and attractions and audience capacity from time to time.
16. SCA will not be liable to any Patron for any loss or damage (including indirect or consequential loss or damage) suffered as a result of or arising from or in any way connected to cancellation, postponement or change to the Event (or any part thereof).
17. Maps of the Event area published by SCA are approximate only. Natural or other obstructions may impede viewing in some areas and no reliance should be placed on maps when purchasing Tickets. Locations and size of seating, viewing areas and other conveniences and attractions may vary. SCA reserves the right to determine the actual and final location of seating, viewing areas and other conveniences and attractions without notice.
18. Tickets will not be refunded under any circumstances. For example, refunds will **not** be issued for:
 - a. the non-appearance of any particular person, group or personality such as a team, driver, performer or band (whether advertised or not);
 - b. any variation to the on-track Event program, conveniences and attractions such as postponement or cancellation of any part of the Supercars program by race stewards;
 - c. any variation to the off-track Event program, conveniences and attractions such as postponement or cancellation of any entertainment, amusements or interactive display;
 - d. any adverse weather conditions; or
 - e. any other circumstance beyond the reasonable control of the SCA.
19. In respect of a Ticket for which no monetary consideration has been paid to SCA, no refund or other costs will be paid or payable to the holder of such Ticket in the event of cancellation, postponement or change to the Event, or for any other reason whatsoever.
20. Nothing in the Event Rules affects Patrons' rights under Schedule 2 of the Competition and Consumer Legislation 2010 (Cth) or similar legislation regarding consumer guarantees, implied conditions and warranties to the extent that such consumer guarantees, implied conditions or warranties cannot be excluded by law.
21. To ensure compliance with the Conditions of Entry and clause 23, SCA may, at any time, require a Patron to open for inspection any vehicle, bag, basket or other receptacle, or turn out their pockets. Patrons who fail to comply with such a request may be refused entry or directed to leave the Event.
22. At the Event, Patrons must not, without the prior consent of SCA:
 - a. enter the racetrack;
 - b. remain at the Event outside the published closing times of the Event or leave the Event other than through a designated exit;
 - c. remove any glass object from a reserved area;
 - d. enter any fenced or cordoned off area, or interfere with any activity undertaken by SCA in any fenced or cordoned off area;
 - e. erect any structure (Authorised Persons will clear all such materials used and it will be deemed forfeited to SCA without any responsibility for them to account to Patron for such property);
 - f. climb or remain on any tree or structure;
 - g. post, stick or place any poster, placard, bill, banner, print, paper or any advertising material on any building, structure, fence or tree;
 - h. distribute any printed or visual matter;
 - i. promote any advertising or promotional material, samples of goods or services or any other matter or thing or otherwise engage in ambush marketing;
 - j. distribute, hawk, sell, offer or expose for sale any goods or services or collect money or orders from Patrons for goods and services;
 - k. conduct public surveys or opinion polls, solicit money, donations or subscriptions from members of the public;
 - l. block any thoroughfare;
 - m. litter;
 - n. throw or kick any stone, bottle or other projectile;
 - o. disrupt, interrupt or behave in any manner that may disrupt or interrupt any official or employee or contractor of SCA, or any race, Event or activity;
 - p. act or conduct oneself in such a way as to hinder, obstruct or interfere with a driver of any vehicle taking part in a race or to adversely affect the safety of the public;
 - q. deliberately obstruct the view of any Patron seated in a seat in the immediate vicinity, or cause unreasonable inconvenience to any Patron, official or employee or contractor of SCA, or interfere with the comfort of any Patron or their enjoyment of the Event;
 - r. use racist, indecent or obscene language or threatening or insulting words or otherwise behave in a threatening, abusive, riotous, indecent or insulting manner;
 - s. interfere with, obstruct or hinder SCA or an Authorised Person in the exercise of his or her powers, functions or duties;
 - t. operate or use a loud hailer, public address system or other device which may interfere with electronic or radio communications being used by SCA;
 - u. engage in conduct that might corrupt a betting outcome of a betting event or contingency;
 - v. ignite any flare or firework, explosive or smoke bomb;
 - w. busk or conduct similar entertainment;
 - x. become intoxicated or use banned drugs, or supply alcohol to minors;
 - y. refuse to follow any reasonable direction issued by SCA; or
 - z. smoke anywhere except in a Designated Smoking Only Area (DSOA).
23. Patrons must not, without the prior consent of SCA, have in their possession at the Event, or bring into the Event any:
 - a. alcoholic beverage (unless purchased at the Event);
 - b. glass bottle or glass container (unless purchased at the Event);
 - c. beverage container with the manufacturer's seal broken (unless purchased at the Event);
 - d. chair, lounge, bench or stool, other than a folding chair or folding stool;
 - e. clothing bearing any racist, indecent or obscene language or images;
 - f. prohibited or controlled weapon, firearm, or any dangerous goods;
 - g. animal, other than an assistance dog;
 - h. whistle, loud hailer, horn or bugle;
 - i. flare, firework, laser pointer, or distress signal;
 - j. public address system, electronic equipment, broadcast equipment or similar device which may interfere with broadcast equipment or similar device being used by SCA or other persons authorised by SCA in connection with the Event;
 - k. drones and other unmanned aerial vehicles (UAV).
 - l. vehicle including any golf buggy, bicycle, skateboard, roller skates, roller blades or scooter;
 - m. item the possession of which does not have an ordinary and reasonable use by a Patron at the Event and which may be used to damage or deface property, buildings or any part of the area used for the Event (including without limitation any spray paint), disrupt or interrupt the Event, hinder, obstruct or interfere with any driver taking part in the Event, adversely affect public safety, excavate any part of the area used for the Event or erect any structure;
 - n. item in such quantity that a reasonable person could infer that the item is to be used for commercial purposes;
 - o. goods or tickets for the purpose of sale or commercial distribution to Patrons;
 - p. camera lenses with a physical length greater than 400mm or any other item which might reasonably obstructs the view of any other Patron;
 - q. barbeques including, but not limited to, kettle barbeques, grills, smokers or portable barbeques; or
 - r. photographic, video or audio recording equipment SCA reasonably considers may be used in breach of clause 25, which may include (without limitation) audio recorders, camera tripods, selfie sticks, monopods or any digital recording equipment.

24. Any consent to any item brought into the Event given by SCA may be revoked by SCA at any time. If such consent is withdrawn, the Patron must immediately relinquish the prohibited item to SCA or leave the Event immediately.
25. Without limiting any action available to SCA pursuant to the Legislation or any amendment thereof, it is a condition of entry to the Event that Patrons must not make, create, store, record, transmit, reproduce or use any kind of sound recording, visual footage or audio-visual footage (**Recording**), and any image, including photographic images and any still pictures derived or capable of being derived from a Recording (**Image**) of the Event, or store, record, transmit, reproduce or use any information or other data, including official timing, results, performance, telemetry, weather or race control data (**Data**) of, at, or in relation to the Event for any form of public advertisement, transmission, display or for profit or commercial gain or for any other purpose, without the prior written consent of SCA – except for the private enjoyment of the person making the Recording, Data or Image. In any event, Patrons must not post any Recording on any social media platform that exceeds 15 seconds in length (even if the posting of such Recording is intended for private enjoyment).
26. If a Patron makes, creates, records, transmits, reproduces or uses any Recording or Image of, at or in relation to the Event or any part of it with or without the consent of SCA, the Patron must:
 - a. on request by SCA assign, in writing, all copyright and all other intellectual property in any such Image or Recording to SCA or its assignees or nominees as directed by SCA; and
 - b. consent to use by SCA and any third parties authorised by them from time to time for the purposes of or in connection with any publication, exhibition or broadcast (including any advertising or promotional material) in any media worldwide of any such Recording or Image taken at the Event which includes any images of Patrons and Patrons waive any and all of their personality and privacy rights to the extent necessary to permit such use.
27. Patrons acknowledge that SCA and third parties authorised by SCA may make, create, store, record, transmit, reproduce or use Recordings and Images or any likenesses at or in relation to the Event (including, without limitation, of Patrons). Unless the Patron otherwise reaches an agreement with SCA, each Patron hereby grants SCA and third parties authorised by them permission to use Recordings or Images, or other images or likenesses of the Patron including sound recordings, in any media and for any purpose without identification, compensation or payment of any kind.
28. SCA collects personal information (within the meaning of Australian privacy legislation) about Patrons which is necessary for it to operate the Event and to help promote the Event and subsequent Supercars Events and related and similar events.
29. Patrons have certain rights to access their personal information held by SCA and can request access, or to read the policy in full, by contacting SCA: events@supercars.com.
30. Under the Legislation, SCA controls the Event area during the Event. At all times SCA or its representatives, including any Authorised Person, may with reasonable cause refuse entry to any Patron or direct any Patron to leave the Event. In particular, any person who does not comply with the Event Rules may be refused entry or directed to leave the Event.
31. Patrons acknowledge and agree that any part or parts of these Conditions of Entry which contravene law are not enforceable (or part or parts thereof) are severable to the extent any are not enforceable and this does not invalidate the remaining Conditions of Entry.
32. Patrons agree to indemnify SCA for any loss, damage, claim or demand suffered by any person or property as a result (directly or indirectly) for a Patron's non-compliance with these Conditions of Entry.
33. Patrons agree to compensate SCA for any damage, loss, liability or injury they may suffer as a result of Patron's wilful, reckless or negligent acts or omissions at the Event venue.
34. These Conditions of Entry are governed by the laws of New South Wales.
35. Any enquiry in relation to the Conditions of Entry should be made by forwarding an email to: events@supercars.com