

Terms & Conditions – Conditions of Ticketing and Entry for Flemington Racecourse

General

- 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.
- Tickets to the Course are issued by VRC. By entering the Course or receiving a ticket to enter 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.
- If you enter the Course, there is a possibility of an accident causing injury, death or property damage or loss, and you must 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:
 - 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;
 - incidents involving the movement of horses (such as when 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
 - harmful acts (whether intentional or inadvertent) committed by persons (such as intoxicated persons) present at the Course.
- 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.
- 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 cloakroom facilities at the Course for items which are not permitted to be brought into the Course.
- If you breach these conditions, or VRC (with reasonable cause) so directs, you may:
 - be refused entry to the Course;
 - be removed from the Course;
 - have your ticket confiscated or cancelled without refund; or
 - 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.
- You must comply with any reasonable directions given to you 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.
- 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.
- 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 participant. 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.
- Your right to a refund of the cost of an admission ticket is as follows:
 - 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.
 - 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 (e) 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).
 - 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).
 - 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.
 - 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:
 - all remaining Events for that day are cancelled for any reason, whether for safety reasons or otherwise, and
 - 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 that day 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.
 - Refunds and exchanges are not otherwise available, including:
 - 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
 - (i) if you experience a change in your personal circumstances or change your mind.
- 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.
 - 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
- If you are under 28 years of age at the time of purchase of a ticket, you may only purchase tickets and attend the Course under the supervision of your parent(s) or guardian(s). Where you are a parent or guardian of a person under 18 years of age, you are deemed to have accepted on behalf of that person, and understood as binding, these conditions and any accompanying risks, obligations and responsibilities.
 - 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.
 - 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.
 - 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.
 - 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. "Counterfeit" tickets include duplicate copies of e-tickets and any other unauthorised copy of a ticket. 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 damaged, lost or stolen and charge a fee for that replacement, at its sole discretion.
 - 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.
 - 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
 - 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.
 - While present at the Course, you must comply with:
 - all relevant laws; and
 - any published policies of VRC, including those relating to liquor, gambling and conduct.
 - 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.
 - 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 removed from the Course, banned from attending the Course in the future and subject to legal action.
 - 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 (or VRC's contracted security personnel or other nominee):
 - alcoholic beverages, glass containers or open beverage containers;
 - 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);
 - 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;
 - 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);
 - any animals (other than, if the person is blind, deaf or otherwise suffering a disability, a guide dog);
 - any flags larger than 1 metre x 1 metre or with handles longer than 1 metre or any banner;
 - 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;
 - any fireworks, flares or distress signals;
 - 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;
 - any dangerous goods (as that term is defined in section 31(1) of the *Dangerous Goods Act 1985* (Vic));
 - 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;
 - any torn-up or shredded paper, confetti, rice, streamers or similar items;
 - 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;
 - any ball or other item of sporting equipment; or
 - 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 or surrender to VRC the offending item, or leave the course with it via the nearest exit, unless the item is seized by the police.
- Unless authorised beforehand by VRC in writing, you must not, while at the Course:
 - pick any flower or injure or uproot any tree, shrub, flower or other plant or disturb or interfere with any fauna;
 - climb or attempt to climb or remain on any tree or structure, or do anything likely to endanger your safety or that of anyone else;
 - 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;
 - distribute any printed or visual matter or distribute, display or promote any advertising or promotional material or samples of goods or services;
 - 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;
 - 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;
 - block any thoroughfare, such as any stairs, steps, aisle, gangway, overpass, underpass, pontoon, bridge, passage, entry or exit;
 - deposit litter, except in a receptacle provided for that purpose;
 - throw or attempt to throw any stone, bottle or other projectile;
 - 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;
 - use offensive, indecent or obscene language or threatening or insulting words or otherwise behave in an offensive, threatening, abusive, riotous, inebriate or insulting manner;
 - urinate or defecate otherwise than into a receptacle specifically provided for that purpose by VRC;
 - interfere with, obstruct or hinder VRC, or persons authorised by VRC, in the exercise of their powers, functions or duties;
 - engage in any sporting or recreational activity other than those organised by VRC or its licensees;
 - operate or use a loud hailer, public address system or other broadcast device;
 - conduct public surveys or opinion polls without the written consent of VRC;
 - conduct entertainment without a licence from VRC;
 - smoke in a designated "No Smoking" area; or
 - sit in a manner that may startle, 'spook', distract, interfere with, endanger or cause harm to any horse present at the Course, or to any person in proximity to any horse present at the Course.
 - VRC or persons authorised by VRC may, in their sole discretion, prevent you from entering the Course or remove 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 exclude any legal responsibilities that VRC or persons authorised by VRC may have in relation to the responsible service of alcohol at the Course.
 - 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.
- ### Underage Drinking and Gambling
- It is illegal in Victoria for any person under 18 to purchase alcohol or to gamble. Further, minors are prohibited from consuming alcohol at the Course under any circumstances. Without limiting the powers of authorised personnel at the Course under these conditions or otherwise at law, anyone under the age of 18 found:
 - purchasing or attempting to purchase (directly or via an intermediary), consuming or in possession of an alcoholic beverage; or
 - betting or gambling in any way, or attempting to do so (directly or via an intermediary), or in possession of a betting slip or other evidence of a gambling transaction, at the Course may be removed from the Course. You forfeit to VRC any right, interest and title that you have in any articles (including alcoholic beverages and betting slips) that come into your possession in contravention of this clause and, if found with them in your possession, agree to surrender them to VRC (or VRC's contracted security personnel or other nominee) unless they are seized by the police.
- ### Images, recordings and broadcasts
- 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 30 or 31 below, which may include (without limitation)

- camera tripods, monopods or professional photographic or video cameras or equipment, or broadcasting equipment.
 - 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.
 - 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
 - Aside from VRC's liability as referred to in clause 1 and any liability that VRC may have for any:
 - breach by VRC of any express term of these conditions or any additional conditions applying to Car Parks or particular areas within the Course;
 - 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
 - act or 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.
 - 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
 - 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.
 - 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.
 - 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.
 - 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.
 - 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.
 - You may access these conditions (and other conditions pertaining to the Course) at <http://www.melbournecup.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 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.
- 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 there.
- Third Party Administrative Charges** means:
 - any non-refundable charges levied by any Ticket Seller other than VRC; and
 - 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.

Terms & Conditions – Dining & Corporate Conditions

1. DEFINITIONS

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.

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.

Corporate Facility means:

- a marquee package in The Winning Post or The Trackside Enclosures; or
- a suite package in the Hill Stand Suites; 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.

Conditions of Entry has the meaning given to that term in clause 2.1(c).

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

Credit Card Fees means any credit card fees (including the fees specified at clause 3.7) in relation to any Facility Payment.

Dining Facility means a dining package in:

- The Champions, Makye Diva, Archer or Carbine Marquee, the International Lounge or the Lawn Stand Boxes; or
- the Terrace, Panorama, Skyline, Saintry Place or Gallery Restaurants; or
- the Banks@Ascot or Riversiders Enclosures; or
- 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.

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 Corporate Facility or a Dining 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, excluding Credit Card Fees.

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

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

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

2.1 By signing and sending the application or booking form for the relevant Facility to VRC, the Client agrees to comply with:

- these terms and conditions;
- the Car Park Terms and Conditions; and
- the Conditions of Ticketing and Entry to Flemington Racecourse (**Conditions of Entry**),

(collectively the **Conditions**), as amended from time to time by VRC, which are available at <http://www.melbournecup.com/conditions/> and upon request from VRC.

2.2 These terms and conditions prevail over the Conditions of Entry and the Car Park Terms and Conditions to the extent of any inconsistency.

2.3 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 as if they were 'Clients' (excluding clauses 3 and 4 other than clauses 4.8(b) and 4.8(d)).

2.4 The Associated Persons must, and the Client must procure that the Associated Persons, comply with the Conditions at all times as contemplated by clause 2.3.

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

- all relevant laws; and
- published policies of VRC, including those relating to liquor, gambling and conduct.

2.6 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.

2.7 No cancellation or termination of a booking by the Client will be accepted by VRC after receipt by the Client of a booking confirmation from the VRC.

2.8 Booking confirmation is subject to the availability of the requested Facility.

3. PAYMENT

3.1 All applications for bookings for Dining Facilities must be accompanied by full payment in the form of a cheque or by completion of the credit card details for direct debit outlined on the Client's booking form. Bookings for Dining Facilities will not be confirmed until full payment is received and all funds have cleared.

3.2 VRC will invoice all Clients booking Corporate Facilities prior to 18 June 2010 for the full amount, with 50% of the full invoice payable within fourteen days and the remaining balance of the invoice payable in full by 30 July 2010.

3.3 Bookings for Corporate Facilities after 18 June 2010 must be accompanied by full payment in the form of a cheque or by providing full credit card details for direct debit payment as outlined on the Client's application form.

3.4 Failure by a Client to pay for a Corporate Facility as required by clauses 3.2 and 3.3 will entitle the VRC to cancel that Client's Corporate Facility booking. If a booking is cancelled by VRC, all payments made by the Client to VRC will be forfeited by the Client.

3.5 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.

3.6 Bookings for Dining Facilities will close 14 days prior to the relevant race day.

3.7 For all credit card payments over the value of \$10,000 (before the charges specified in this clause 3.7 are applied) the following charges will apply in addition to any other payment made under this clause 3:

- Visa/MasterCard/Amex – 1.5% of transaction value inclusive of GST.
- Diners – 2% of transaction value inclusive of GST.

4. REFUNDS

4.1 Clauses 10 and 11 of the Conditions of Entry do 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.

4.2 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.

4.3 If all horse racing 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 4.5 below does not apply, subject to clause 4.4 VRC 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).

4.4 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, 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 to in clause 4.7.

4.5 If all Events scheduled for a particular day at the Course for which the Client has made Facility Payments and in which Car Park to which the Client has access, are not held on that day but some or all are postponed to a later date on which VRC makes the relevant (or a comparable) Facility available (the **Postponed Date**), not being a date already scheduled for Events, VRC will either (at the Client's election): (a) subject to clause 4.4, 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 (b) provide to that Client the relevant (or a comparable) Facility for the Postponed Date (if available).

4.6 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 4.4) 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).

4.7 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:

- all remaining Events for that day are cancelled for any reason, whether for safety reasons or otherwise; and
- as a result, the holders of tickets to the Client's Facility 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 Car Park on that day, then, subject to clause 4.4, VRC will refund the Client a proportion 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 number of horse racing Events scheduled to be run at the Course on that day which were not run due to cancellation and 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.

4.8 Refunds in relation to on-sold tickets:

(a) 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.

(b) If any person who has (in accordance with clause 11) purchased tickets to the Facility from the Client referred to in sub-clause (a) 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 (a) gives a refund to the Subsequent Purchaser in accordance with sub-clause (a) in respect of that day, then the Subsequent Purchaser must promptly refund to each person who has so purchased tickets to the Facility from 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 sub-clause (a).

(c) Where VRC provides to the Client the relevant (or a comparable) Facility for a Postponed Date in accordance with clause 4.5, 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.

(d) 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 4.5 applies) has further on-sold those tickets in accordance with clause 11, and the Client referred to in sub-clause (a) has obtained from the VRC the relevant (or a comparable) Facility for that Postponed Date in accordance with clause 4.5(b), 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.

(e) Persons who have purchased tickets in relation to a Facility from a person other than VRC must seek a refund (or, where clause 4.5(b) 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 4.5(b) 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.

4.9 Refunds and exchanges are not otherwise available, including: (a) if there is a relocation (within Melbourne) of Events to which clause 4.6 does not apply, a change as to which participants are in an Event or in the format or of 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 (b) if the Client's, or any of the Associated Persons', circumstances change, or they change their minds.

4.10 If the Client is entitled to a refund under clause 4, in order to obtain the refund the Client must write to the Customer Service Manager, VRC at 448 Epsom Road, Flemington, Victoria, 3031, 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 Manager 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 4.5, 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

5.1 All Clients must accompany their application for a Corporate Facility with documentation evidencing proof of a current public liability insurance policy noting the interests of VRC and Racing Victoria Limited, and listing the particulars of the policy's coverage, which must be consistent with the indemnity provision set out in clause 33 of the Conditions of Entry and clause 14 of these terms and conditions.

5.2 Corporate Facility Clients are permitted to use their facility only on the race day or race days for which the Corporate Facility has been booked and paid for and only during the hours nominated or to be nominated by VRC. Each Corporate Facility Client is responsible for entry of guests into, and their conduct in, its Corporate Facility. The Client may, at its own cost, use representatives of the officially appointed security company to control admission of guests to its Corporate Facility.

5.3 The Client must obtain written approval from VRC to conduct any alterations or additions to the Corporate 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.

5.4 Subject to clause 5.3, Corporate Facility Clients may, at their own cost, decorate the interior of their Corporate Facility. The Client will have full responsibility for the security, delivery, assembly and set up of all decorations and associated materials. In addition to obtaining VRC's approval for all decorative items, the Client must obtain approval from Harry the Hirer for any items that will be suspended from, affixed to or that will in any way impact upon, or apply any significant pressure to, the Corporate Facility structure.

5.5 The VRC and its approved contractors accept no responsibility for any property of the Client or its Associated Persons.

5.6 Corporate Facility Clients requiring power points in excess of the power points supplied as part of the standard facility package will be charged a fee of \$200 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.

5.7 On purchase of the four-day package, the furniture component of the standard package will remain in the Corporate Facility for the four days of the carnival.

5.8 The Client may order, through a VRC-approved contractor, a change in, or addition to, the furniture component of the Corporate Facility, at additional cost to be borne by the Client.

5.9 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

6.1 Corporate signage outside the corporate marquees is restricted to the front fence sign supplied in the package by VRC and corporate umbrellas, which can be provided by the Client for the outdoor garden tables included in the corporate marquee package. Clients occupying Corporate Facilities with balconies will require VRC approval prior to erecting corporate umbrellas. VRC's approval may be made subject to conditions. Despite any approval given by VRC, VRC may later, in the interests of safety but at its sole discretion, determine that umbrellas not be erected (or, on the day, be taken down) or may impose restrictions on their use.

6.2 Corporate signage outside the Hill Stand Suites is limited to the signage supplied in the package by VRC.

6.3 The Client must submit artwork for Corporate Facility signage to VRC no later than 24 September 2010. 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.

6.4 Corporate signage is not permitted in any Dining Facility.

7. ISSUE OF TICKETS

7.1 VRC will arrange for tickets for Corporate Facilities to be sent via courier to the address nominated by the Client on its application form during the week commencing 27 September 2010.

7.2 Clients may collect tickets for Dining Facilities from VRC from the week commencing 4 October 2010. If the Client nominates to have tickets sent via Australia Post's Registered Post service, VRC will have no responsibility for lost or stolen tickets. Overseas Clients must nominate a Victorian address for mailing of tickets.

7.3 No tickets will be issued until full payment is received and all funds have cleared.

7.4 Clients booking a Corporate Facility and not requiring catering for the full number of tickets issued are required to return the unused tickets by 15 October 2010; otherwise, full catering charges will apply. Unused tickets can be exchanged by the Client for racecourse general admission tickets.

7.5 Requests from Corporate Facility Clients to purchase additional Corporate Facility tickets must be mailed or faxed to VRC in writing on the appropriate form and received by VRC by 5pm, 15 October 2010.

7.6 No host passes will be provided for Dining Facility bookings.

8. ENTRY AND DISPLAY OF TICKETS

8.1 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.

8.2 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, Centrelink-issued 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

9.1 Replacement tickets may be issued at VRC's discretion, in which event the following charges will apply:

- Ticketmaster ticket – \$25 per ticket.
- Wristbands or Hill Stand Suite Tickets – \$60 each.

9.2 The VRC will only consider requests for replacement tickets that are in writing and that specify the exact wristband and/or seat numbers and valid credit card details for payment.

9.3 Clients must make arrangements to collect replacement wristbands or Hill Stand Suite Tickets from the VRC's Administration Office prior to the race day(s) for which the tickets are valid or from the on-course Corporate Marketing Office located at the entrance to the Trackside Enclosure on other race days. Replacement Ticketmaster tickets can be collected from the Ticketmaster Office located at Level 1 of the Hill Stand at the Course. Entry to the Course will be at the Client's own expense.

9.4 VRC will not accept responsibility for tickets lost or misplaced by Australia Post through Registered Mail – refer to clause 7.2.

10. CATERING

10.1 The Client accepts that the VRC-appointed caterer will be the sole permitted provider of catering in the Client's Facility.

10.2 Corporate Facility Clients must liaise directly with the officially appointed caterer for the provision of all catering, food and beverage requirements.

10.3 Corporate Facility Clients ordering extra Corporate Facility tickets must advise the appointed caterer of their additional requirements no later than 15 October 2010.

10.4 All catering ordered by Corporate Facility Clients must be fully paid for no later than the date specified in the agreement between the Corporate Facility Client and the relevant caterer (except for extra tickets under clause 10.3, which must be paid for no later than 15 October 2010). VRC reserves the right to cancel a Facility (without refund) should payment to the appointed caterer not be made by the required date.

10.5 VRC and its appointed caterer follow guidelines for Responsible Serving of Alcohol. Staff members are instructed not to serve any alcoholic beverages to guests under the age of 18 years, or to guests who are reasonably believed to be in a state of intoxication.

10.6 Should a Client or its guests 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

11.1 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.

11.2 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

12.1 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.

12.2 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.

12.3 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

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

13.2 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.

13.3 The Client will comply with all contractual terms (whether written or not) in place between it and each authorised supplier relating to a Corporate 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 Corporate Facility and the relevant goods and/or services have been booked (regardless of whether that number of persons ultimately attend the Corporate Facility).

14. INDEMNITY AND LIABILITY

14.1 Clauses 1, 32 and 33 (inclusive) of the Conditions of Entry apply to these terms and conditions.

14.2 Without limiting the indemnity in clause 32 and 33 of the Conditions of Entry, 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 any of the Client's Associated Persons while at the Course.

15. CHANGE OF FACILITY

15.1 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: (a) another Facility or location at the Course; or (b) a corporate or dining facility or other location at another venue within Melbourne to which an Event has been relocated.

15.2 In the event that a relocation under clause 15.1 occurs due to an event or act beyond the control of VRC (such as weather), clause 16 will apply.

15.3 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 4.6, whether the relocation applies merely to the Facility or to the whole Event.

16. FORCE MAJEURE

16.1 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.