

## **CONDITIONS OF SALE FOR THE 2016 CLIPSAL 500 ADELAIDE**

### **SOUTH AUSTRALIAN MOTOR SPORT REGULATIONS 2014 REGULATION 11 CONDITIONS IMPOSED ON TICKETS**

#### **NOTICE BY THE SOUTH AUSTRALIAN TOURISM COMMISSION**

PURSUANT to Regulation 11 of the South Australian Motor Sport Regulations 2014, the Minister, to whom the administration of that Act has been committed, hereby imposes the following conditions in respect of each of the permits, authorisations and tickets to the event known as the "Clipsal 500 Adelaide" (the "Event") in addition to the terms and conditions contained on the back of each ticket:

In addition to the terms and conditions contained on the back of each ticket, the following conditions and rules shall apply:

- Except to the extent permitted by the, *Competition and Consumer Act 2010* ("CCA"), including under the *Australian Consumer Law* as set out in Schedule 2 to the CCA and given effect under Part XI of the CCA, and under the same or similar provisions of the *Fair Trading Act (SA) 1987*, as amended from time to time, tickets cannot be exchanged or refunded after purchase. Tickets remain the property of The South Australian Tourism Commission (the Commission). The Commission reserves the right to confiscate and or return tickets to the purchaser during the Event. Tickets are non-transferable on the day or during the day of presentation and must be retained at all times and produced if requested. Patrons requesting a pass out must subject themselves to an indelible ink-stamp on their hand (or such other method at exit as the Commission directs), which together with a valid ticket validated for that day must be presented to regain entry. The Commission's authorised representative reserves the right to prohibit entry or evict persons under the influence of drugs or alcohol, who are disorderly, or engage in offensive or other inappropriate behaviour, vandalism or evade legal admission. The Commission's authorised representative has the right to refuse entry to patrons carrying prohibited items or confiscate those items. The Commission reserves the right to refuse admittance to or evict from the Event any person with reasonable cause.
- The Commission reserves the right to add, withdraw or substitute any drivers, performers, concert artists, acts and bands or activities associated with the Event, vary programs, seating arrangements, audience capacity, gate opening and closing times and determine and publish additional conditions from time to time.
- A person cannot make, reproduce or use any form of still or moving picture or any sound recording (footage) of the motorsport event as defined in the South Australian Motor Sport Act 1984 or any part of it for profit, gain, public advertisement, display or for any other purpose except for the private enjoyment of the person making the footage, without the consent of the Commission; and will on demand assign all rights thereto to the Commission or its nominees.

Any ticket purchased and the ticketholder's entry to and presence at the Event is subject to these conditions of sale, conditions of entry displayed at the Event entrances and the *South Australian Motor Sport Act 1984* as amended and its Regulations. Details are freely available from [clipsal500.com.au](http://clipsal500.com.au) or Clipsal 500 Adelaide, PO Box V8, Kent Town SA 5071.

## CONDITIONS OF ENTRY

Patrons may not, without prior written consent of the Commission bring any of the following items into the Event: any alcoholic beverages; any glass bottles (excluding medical requirements) or containers or glass objects (excluding sunglasses, binoculars and prescription glasses); any beverage container with the manufacturer's seal broken; any drinks coolers or ice boxes (other than a soft walled style cooler bag); any structure or item that may be used to erect a structure, or which is capable of supporting the weight of a person including, without limitation, any chairs, lounges, benches or stools (other than a folding chair or stool); no animals or birds; no weapons of any kind; no fireworks, flares or explosives; signs/banners/clothing or any other items displaying commercial, political, religious or offensive messages or logos; any items which could reasonably be deemed to cause public nuisance or offence to any user of the venue.

The Commission reserves the right to conduct bag searches. Personnel will request that all patrons carrying bags into the Event open them for inspection. Patrons refusing to consent to a bag search will or may be refused entry into the venue.

The Commission may refuse entry, or remove you from the Event if in the Commission's opinion you breach these terms and conditions, interfere with the enjoyment or safety of other persons, or present a lost, stolen, counterfeit, damaged or unreadable ticket.

The ticketholder attending the Event hereby acknowledges and agrees as follows:

- The Ticketholder has read and understood the Conditions of Sale and Conditions of Entry (the "Conditions") and agrees to be bound by the Conditions; and intends the Conditions to have full contractual effect.
- Where relevant, the Ticketholder and any third party who purchases a ticket on behalf of the Ticketholder ("the third party") each warrant that the third party had the Ticketholder's full authority to act as the Ticketholder's agent for the purposes of buying the ticket and accepting the Conditions.
- Where concessions or companion cards are applicable, suitable and valid identification must be provided for collection of tickets and at entry gate for admission to the venue. The Student Discount offer is only applicable to Trackside (General Admission) tickets and Pit Entry Grandstand. This offer is only available to full time students.
- The Family Grandstand Pass offer entitles patrons to purchase four (4) reserved seats for the price of three (3) and provides 4-day reserved Grandstand seats for two (2) adults and two (2) children (aged 17 years and under) or one (1) adult and three (3) children (aged 17 years and under). Family Grandstand Passes are only applicable to Brabham Straight, Pit Entry and Barry Sheene Pit Straight (Sections I-J).
- Trackside (General Admission) tickets do not gain access or entry to any grandstand or reserved grandstand seating areas or the Gold Zone of the circuit.
- Oasis tickets provide access to a restricted area of the Clipsal 500 Adelaide circuit only. The Oasis is accessible from the city via Gate 6 on East Terrace and 7 on Dequetteville Terrace and located in Rymill Park, north of Bartels Road known as Park 14. Oasis tickets do not provide access to the whole Clipsal 500 event or any access south of Bartels Road – an upgrade ticket is required to be purchased at an additional cost to access the full event, including concerts and GoPro TrAction Zone.
- A Family Trackside (General Admission) ticket provides daily entry to the Event for two (2) adults and two (2) children (aged 17 years and under) or one (1) adult and three (3) children (aged 17 years and under).

- Platform tickets do not gain access or entry to any grandstand seating area.
- Access into grandstands and other facilities is with the appropriate ticket.
- Single day grandstand tickets are available for Barry Sheene Pit Straight Sections I+J, Chicane and Pirie Street Grandstands and only provide access to the venue and seat in said grandstand on the day identified on the single-day ticket.
- Junior Grandstand tickets are available for Pit Entry and Pirie Street Grandstands. Children must be 15 years and under to purchase this ticket type. A maximum of 4 junior tickets for one full paying adult may be purchased.
- Group Bookings of 10 or more of the same full price ticket type will be entitled to a 10% discount off each ticket. This offer excludes Family Grandstand tickets, Family trackside tickets, Student discounted tickets and Special seating/ Companion Cards. Excludes tickets purchased in advance of general public ticket sales.
- School Group Bookings may be made for School Groups attending the event on Thursday 3<sup>rd</sup> March 2016 only. Students aged 13 years and older and teachers/parents/guardians will receive a Trackside (General Admission) tickets for \$10 each including GST. Students aged 12 years and younger and accompanied by a full paying adult will be admitted free.
- Selected seating areas for persons with a permanent disability and their carer holding a Companion Card have been made available at Clipsal 500 Adelaide. The areas accessible with a Companion Card are Trackside (inc Multi-day Super Pass), Pit Entry and Pirie Street Grandstands. Special seating areas for persons who are wheelchair bound are available in the Chicane and Hairpin Grandstand areas.
- Advertised ticket pricing is only applicable up to and including 31 December 2015. The price will increase as advertised from 1 January 2016.

Children aged 12 years and under are provided with free access to the Event only provided:

- they are accompanied and supervised at all times by a paying adult guardian aged 18 and over into the Trackside (general admission) area; and
- Corporate and Event credential holders are ineligible for this offer.

For entry of a child aged 3 years and under into the same Grandstand or Gold Platform area with an accompanying paying adult guardian:

- when in a grandstand or Gold Platform, they sit at all times on the lap of the accompanying adult guardian and do not occupy their own seat; and
- if a child causes disruption to other patrons in a grandstand or reserved seating area they and their accompanying adult guardian will be required to exit the grandstand at the direction of the Commission.
- Corporate and Event credential holders are ineligible for this offer.

The Clipsal 500 Fair Go Policy applies to the offer of free entry to children 12 and under to ensure that all Clipsal 500 patrons can enjoy equal and safe access to the Event. The Commission reserves the right to refuse entry where the number of children accompanying any adult guardian is deemed by the Commission (or its authorised employees, contractors or agents) to be excessive for any operational, health, safety or other reason. In the ordinary course, not more than three complimentary children per adult guardian ticket would be appropriate.

For further information relating to entry terms and conditions, visit [www.clipsal500.com.au](http://www.clipsal500.com.au). Motorsport is dangerous. The South Australian Tourism Commission (“Commission”) will not be liable for personal injury or property damage.

In exchange for being able to attend or participate in the event, (and as a condition of the purchase or issue of a ticket);

- You agree to release the Confederation of Australian Motorsport Ltd ("CAMS") and Australian Motorsport Commission Ltd, promoters, sponsor organisations, land owners and lessees, organisers of the event, their respective servants, officials, representatives and agents (collectively, the "Associated Entities") from all liability for your death, personal injury (including burns), psychological trauma, loss or damage (including property damage) ("harm") howsoever arising from your participation in or attendance at the event, except to the extent prohibited by law; you agree that CAMS and the Associated Entities do not make any warranty, implied or express, that the event services will be provided with due care and skill or that any materials provided in connection with the services will be fit for the purpose for which they are supplied; and you agree to attend or participate in the event at your own risk.
- You acknowledge that the risks associated with attending or participating in the event include the risk that you may suffer harm as a result of: motor vehicles (or parts of them) colliding with other motor vehicles, persons or property; acts of violence and other harmful acts (whether intentional or inadvertent) committed by persons attending or participating in the event; and the failure or unsuitability of facilities (including grandstands, fences and guard rails) to ensure the safety of persons or property at the event.
- You acknowledge that motorsport is dangerous and that accidents causing harm can and do happen and may happen to you. You accept the conditions of, and acknowledge the risks arising from, attending or participating in the event and being provided with the event services by CAMS and the Associated Entities.
- The ticketholder expressly consents to the recording and use of their image and/or voice (together "Likeness") for the purposes of worldwide commercial exploitation of their Likeness by the Commission or any entity or person authorized by the Commission, in any form the Commission may decide or approve and without any payment or compensation to the Ticketholder. The recording of the ticketholder's Likeness may be undertaken using a variety of methods, including by television cameras and photography.

## **HIGH DANGER AREAS**

The Ticketholder on entering into pit lane and/or pit paddock: is fully aware and recognises that pit lane and pit paddock are extremely dangerous and there is a real possibility of an accident causing injury, death, property damage or other losses in those areas; is fully aware that it is a condition of entry that they enter the pit lane and pit paddock and other high danger areas of the events ground at their own risk.

## **SEVERANCE**

If anything in these Conditions of Entry is unenforceable, illegal or void then it is severed and the rest of the Conditions of Entry remain in force.