

AUSTRALIAN MOTORCYCLE GRAND PRIX 2022

ATTENDANCE CONDITIONS

Entry to the Australian Motorcycle Grand Prix 2022 ('**Event**') and the Phillip Island Grand Prix Circuit ('**Venue**') is subject to the following attendance conditions ('**Attendance Conditions**').

1. BACKGROUND

1.1. In these Attendance Conditions:

- (a) '**AGPC**' means Australian Grand Prix Corporation, who is the promoter of the Event;
- (b) '**Ticket**' means any ticket (including a mobile ticket), hard card, pass, credential, lanyard, wristband or other document or general or specific authorisation issued by AGPC allowing entry to the Event and/or Venue; and
- (c) '**Patron**' includes any person who, at any time, holds or purchases or otherwise acquires a Ticket to the Event and/or enters the Venue.

2. ACCEPTANCE OF EVENT RULES

2.1. Each Patron's Ticket, and entry to and presence at the Event, is subject to:

- (a) these Attendance Conditions, as amended by AGPC from time to time (displayed at Event entrances, viewable at www.motogp.com.au and available by contacting AGPC);
- (b) any special conditions or requirements specified by AGPC as applying to the Event (displayed at Event entrances, viewable at www.motogp.com.au and available by contacting AGPC) as amended from time to time ('**Special Conditions**');
- (c) the Covid-19 Special Conditions, as amended by AGPC from time to time (displayed at Event entrances, viewable at www.motogp.com.au and available by contacting AGPC);
- (d) the *Australian Grands Prix Act 1994* (Vic) ('**AGP Act**') and regulations made under the AGP Act;
- (e) the *Major Events Act 2009* (Vic) ('**MEA Act**');
- (f) any directions issued by AGPC, which includes its representatives and any person appointed as an authorised

person under the AGP Act, MEA Act or any other relevant legislation or instrument ('**Authorised Person**');

(g) any Venue conditions or requirements specified by AGPC as applying to the Event or Venue (viewable at www.motogp.com.au and available by contacting AGPC), as amended from time to time ('**Venue Requirements**'), collectively, the '**Event Rules**'.

2.2. By purchasing a Ticket, attending the Event and/or entering the Venue, Patrons accept and understand as binding the Event Rules and any accompanying risks, obligations and responsibilities. It is each Patron's responsibility to inform themselves of all the Event Rules.

2.3. Any Patron in breach of any Event Rule:

- (a) may be refused entry to the Venue, or directed to leave the Venue, by AGPC at AGPC's sole and absolute discretion; and
- (b) may be otherwise liable at law, including to a penalty issued under the MEA Act.

3. WARNINGS AND RELEASES

3.1. **WARNING – MOTOR RACING, THE EVENT AND ACTIVITIES ASSOCIATED WITH THE EVENT (INCLUDING WITHOUT LIMITATION, SUPPORT EVENTS) ARE DANGEROUS AND ACCIDENTS CAN HAPPEN. THERE IS A POSSIBILITY OF AN ACCIDENT CAUSING INJURY, DEATH OR PROPERTY DAMAGE OR ECONOMIC LOSS.**

3.2. In these Attendance Conditions, '**Associated Entities**' means the Crown in right of the State of Victoria, the Minister administering the Act, Dorna S.L (Dorna) and all its affiliate companies: Dorna Worldwide Freight Services b.v., Dorna Worldwide S.L., Extempo S.L., Fontetes Motor, S.L., Promomedia, S.L.U, Motor Medical Team S.L., International Events Services SL, Federation Internationale de Motorcyclisme (FIM), Promotor Special Events Worldwide SL, PI Circuit Pty Ltd, PI Graydens Pty Ltd, PI Sunrise-McGuigan Pty Ltd, PI Visitor Centre Pty Ltd, PI Operations Pty Ltd, Linfox Property Group Pty Ltd, Fox Group Holdings Pty Ltd, The International Road Racing Teams Association, Motorcycling Australia Ltd and Motorcycling Victoria, teams, service companies, national and international officials, race direction, clerks of the course, sporting technical stewards, timekeepers, marshals, sponsors, all VIP guests from the above mentioned bodies, all other interested parties for their rights and interests involved in the conduct, promotion and organisation of the Event, and their respective personnel.

- 3.3. Upon entering the Venue and by attending the Event, each Patron provides the following release to AGPC and the Associated Entities:

To the maximum extent permitted by law, AGPC 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 or any damage incurred by way of fraud or fraudulent misrepresentation), 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 of each of (a), (b) and (c), I release AGPC and the 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 AGPC or the Associated Entities.

- 3.4. AGPC and the 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 any warranty is implied by law, it is excluded to the full extent permitted by law.

WARNING & RISK WAIVER - Participation in recreational activities at the Event

- 3.5. If a Patron elects to participate in any activity conducted at the Venue ('**Recreational Activity**') the Patron agrees, acknowledges and understands the following:
- (a) participation in Recreational Activities are for their own enjoyment and leisure and is entirely recreational;
 - (b) there is inherent risk in participating in the Recreational Activities; and
 - (c) they have been warned that there is a risk of personal injury arising from or in connection with their participation in the Recreational Activities. The risk of personal injury extends to physical or mental injury (including aggravation, acceleration or recurrence of any physical or mental injury) including but not limited to friction burns, whiplash, abrasions, bruising, damage to teeth, muscular injury, motion sickness, splinters, loss of consciousness, and fractures to bones together with soft tissue injuries generally.

- 3.6. The risk of personal injury that a Patron may suffer may arise from or be connected to:
- (a) contact or collision with the surface of a ride;
 - (b) contact or collision with another Patron;
 - (c) the movement of a ride;
 - (d) weather conditions;
 - (e) slipping and tripping on floor surfaces;
 - (f) the acts and/or omissions (including negligent ones) of other Patrons at the Event;
 - (g) incorrect use of any rides or equipment;
 - (h) failure to follow instructions in relation to participation in a Recreational Activity;
 - (i) the unforeseen failure or malfunction of a ride or equipment.
- 3.7. By participating in a Recreational Activity, each Patron accepts and acknowledges all risks identified above voluntarily and at their own risk.
- 3.8. To the fullest extent permitted by law, each Patron releases and indemnifies the Indemnitees from any loss or claim the Patron may suffer arising from or in connection with their participation in Recreational Activities.
- 3.9. AGPC and the Associated Entities acknowledge that each release or exclusion of liability in these Attendance Conditions is subject to any law which forbids that release or exclusion of liability including the Australian Consumer Law (which is part of the Competition and Consumer Act 2010 (Cth) ('**ACL**')) and the Australian Consumer Law and Fair Trading Act 2012 (Vic) ('**VACL**'). AGPC and the Associated Entities agree that each release or exclusion of liability in these Attendance Conditions is amended to the extent that any right under the ACL and/or VACL cannot be excluded.
- 3.10. Provisions of the ACL and VACL imply into contracts for the supply of certain goods and services, warranties that services will be rendered with due care and skill and that goods supplied will be reasonably fit for purpose. Those provisions do not apply to these Attendance Conditions (to the extent that they can be excluded) insofar as they relate to liability for death, personal or mental injury, a disease or something that is harmful

or disadvantageous to an individual or the community. In particular:

- (a) the application of sections 60 and 61 of the ACL and the provisions of the VACL are excluded, and all rights under the relevant provisions are excluded, and all liability of AGPC and the Associated Entities is excluded in relation to the supply of recreational services and in relation to a breach of any warranty implied by the relevant provisions in relation to the supply of recreational services under these Attendance Conditions to the extent the exclusion, restriction and modifications is limited to liability for death or personal injury;
- (b) each Patron acknowledges that the Event constitutes a recreational service within the meaning of section 139A of the Competition and Consumer Act 2010 (Cth) and section 22 of the VACL as the Event is:
 - (i) a sporting event or similar leisure time pursuit; and/or
 - (ii) other activity that involves a significant degree of physical exertion or physical risk and is undertaken for the purpose of recreation, enjoyment or leisure;
- (c) Warning under the ACL: Under the ACL, several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that AGPC and the Associated Entities are required to ensure that the recreational services it supplies to Patrons:
 - (i) are rendered with due care and skill;
 - (ii) are reasonably fit for any purpose which you, either expressly or by implication, make known to AGPC and the Associated Entities; and
 - (iii) might reasonably be expected to achieve a result you have made known to AGPC and the Associated Entities,

(Guarantees)

Under section 22 of the VACL, AGPC and the Associated Entities are entitled to ask you to agree that these statutory guarantees do not apply. By purchasing a Ticket, attending the Event and/or entering the Venue, each Patron agrees that the right to sue AGPC, the Associated Entities and other parties under the VACL if the Patron is killed or injured because the services provided were not in accordance with the

Guarantees, are excluded, restricted or modified in the way set out in these Attendance Conditions.

Note: the changes to the rights as set out in these Attendance Conditions do not apply if a Patron's death or injury is due to gross negligence on AGPC's and/or the Associated Entities' part. 'Gross negligence' in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the Australian Consumer Law and Fair Trading Regulations 2012 and section 22(3)(b) of the Australian Consumer Law and Fair Trading Act 2012.

- 3.11. Each release or exclusion of liability in these Attendance Conditions is for the benefit of AGPC and each of the other Associated Entities, and held on trust by AGPC for each of the other Associated Entities so that each of the Associated Entities may enforce those provisions against each Patron. Patrons also acknowledge that AGPC may enforce each release and exclusion of liability in these Attendance Conditions against each Patron on behalf of any of the other Associated Entities on the basis that AGPC is their agent or trustee.
- 3.12. Patrons are responsible for the safety and security of their own personal property and hereby release AGPC and the Associated Entities from any liability for loss or damage to any personal property brought into the Event and/or Venue.

4. PROHIBITED CONDUCT

- 4.1. At the Event and within the Venue, Patrons must not, without the prior written consent of AGPC (which may be withheld or conditioned at AGPC's sole and absolute discretion):
 - (a) enter any fenced or cordoned off area, or interfere with any activity undertaken by AGPC in any fenced or cordoned off area, including the racetrack;
 - (b) enter or remain, or cause any person to enter or remain, in the lake within the Venue;
 - (c) remain at the Venue or any area used for the Event outside the published closing times of the Event;
 - (d) leave the Event other than through a designated exit;
 - (e) remove any glass object from a reserved area;
 - (f) block any thoroughfare or erect any structure;
 - (g) litter or misuse, deface, damage, or tamper with any building or thing;

- (h) pick, damage or uproot any tree or shrub, disturb or interfere with any fauna, or excavate any part of the Venue;
- (i) climb or remain on any tree or structure;
- (j) post, stick or place any poster, placard, bill, banner, print, paper or any advertising material on any building, structure, fence or tree;
- (k) distribute any printed or visual matter;
- (l) promote any advertising or promotional material, samples of goods or services or any other matter or thing or otherwise engage in ambush marketing;
- (m) distribute, hawk, sell, offer or expose for sale any goods or services or collect money or orders from Patrons for goods and services;
- (n) operate or use a loud hailer, public address system or other device which may interfere with electronic or radio communications being used by AGPC;
- (o) throw or kick any stone, bottle or other projectile;
- (p) busk or conduct similar entertainment;
- (q) conduct public surveys or opinion polls, solicit money, donations or subscriptions from members of the public;
- (r) sell, offer or make available for sale, or give away any Ticket;
- (s) disrupt, interrupt or behave in any manner that may disrupt or interrupt any official or employee or contractor of AGPC, or any race, event or activity;
- (t) 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;
- (u) 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 AGPC, or interfere with the comfort of any Patron or their enjoyment of the Event;
- (v) use racist, indecent or obscene language or threatening or insulting words or otherwise behave in a threatening, abusive, riotous, indecent or insulting manner;
- (w) interfere with, obstruct or hinder AGPC or an Authorised Person in the exercise of their powers, functions or duties;
- (x) ignite any flare or firework, explosive or smoke bomb;
- (y) become intoxicated, use banned drugs or supply alcohol to minors;

- (z) smoke in a designated 'no smoking' area; or
- (aa) refuse to follow any direction issued by AGPC and/or an Authorised Person.

5. PROHIBITED ITEMS

- 5.1. Patrons must not, without the prior written consent of AGPC (which may be withheld or conditioned at AGPC's sole and absolute discretion), have in their possession at the Event, or bring into the Venue 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) hard cased esky or ice box (polystyrene eskies and cooler bags are acceptable);
 - (e) chair, lounge, bench or stool, other than a folding chair or folding stool;
 - (f) clothing bearing any racist, indecent or obscene language or images, or clothing that is intimidating to other Patrons such as outlaw motorcycle club colours;
 - (g) prohibited or controlled weapon, firearm, or any dangerous goods;
 - (h) animal, other than an assistance dog;
 - (i) metal flag or banner pole longer (or extending to longer) than 1 metre, or any flag or banner which could reasonably be used in contravention of Attendance Condition 4.1 (t);
 - (j) whistle, loud hailer, horn or bugle;
 - (k) flare, firework, laser pointer, or distress signal;
 - (l) public address system, electronic equipment, broadcast equipment or similar device which may interfere with broadcast equipment or similar device being used by AGPC or other persons authorised by AGPC in connection with the Event;
 - (m) vehicle including any golf buggy, bicycle, skateboard, roller skates, roller blades or scooter;
 - (n) 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;

- (o) item in such quantity that a reasonable person could infer that the item is to be used for commercial purposes;
- (p) goods or tickets for the purpose of sale or commercial distribution to Patrons;
- (q) drones, spider cameras or any other aerial photographic, video or audio recording equipment;
- (r) camera lenses with a physical length greater than 400mm or any other item which might reasonably obstructs the view of any other Patron; or
- (s) photographic, video or audio recording equipment which AGPC reasonably considers may be used in breach of Attendance Condition 11.1, and may include (without limitation) audio recorders, camera tripods, monopods or any digital recording equipment.

5.2. To ensure compliance with Attendance Condition 5, AGPC 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.

5.3. Any consent to any item brought into the Event given by AGPC may be revoked by AGPC at any time. If such consent is withdrawn, the Patron must immediately relinquish the prohibited item to AGPC or leave the Event immediately.

6. TICKETS GENERALLY

6.1. AGPC may direct any Patron at any time at the Event to produce a valid Ticket.

6.2. At all times, Tickets remain the property of AGPC.

6.3. Unless in accordance with these Attendance Conditions, Tickets are non-transferable and may not be exchanged for fee, 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 AGPC. If granting such consent, AGPC may attach additional conditions to any Tickets as they see fit.

6.4. If a Ticket has been dealt with in contravention of these Attendance Condition, the bearer of the Ticket may be refused entry or directed to

leave the Event.

- 6.5. Each Patron must keep his or her Ticket safe and in good condition, as AGPC is not obliged to replace any Ticket under any circumstances, including but not limited to loss or theft – however AGPC may, in its sole and absolute discretion, replace a Ticket which has been lost or stolen (and may charge a fee for that replacement).
- 6.6. AGPC reserves the right to issue all tickets electronically, and require individual Patrons to use individual Tickets when entering the Venue.

7. CONCESSIONS

- 7.1. Patrons holding a concession Ticket must provide identification confirming concession status at the time of entry and carry that identification with them at all times during the Event.
- 7.2. AGPC will accept the following cards as proof of concession only: Full Pensioner Concession Card or Full Time Student Card (including International), Health Care Card and Veterans Affairs Card. Senior Cards are not accepted as a form of concession.
- 7.3. If a Ticket has been acquired on a concession basis and the Patron is unable to show concession identification to the satisfaction of AGPC at any time during the Event, the Patron may be refused entry or directed to leave the Event by AGPC.

8. CHILDREN

- 8.1. Unless otherwise authorised by AGPC, every Patron entering the Event must have a Ticket.
- 8.2. From time to time AGPC may sell or grant a class of Ticket to children of, or under, a particular age ('**Children's Ticket**'), for example:
 - (a) children aged 14 years old and under may be able to obtain Island Pass (GA) Tickets to the Event as part of 'Family Ticket' (2 adults and 2 children aged 14 years of age and under); and
 - (b) children aged between 15 years of age and above may be able to obtain tickets advertised at concession price, upon proof of full time secondary or tertiary student cards or a valid International Student card.
- 8.3. The following conditions apply to any Children's Ticket or entry to the Event by a Patron on the basis that the Patron is a child under a certain age:
 - (a) the child Patron must be accompanied by an adult Patron (18 years of age or over) at all times during attendance at the Event;
 - (b) AGPC or its representatives may require evidence of the child Patron's age or make a reasonable assessment of the Patron's age

in which case AGPC's or its representative's assessment will be final and determinative;

- (c) the child 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
- (d) if AGPC (or its representative) assesses any Patron bearing a Children's Ticket to be older than the age applicable to the Ticket, AGPC 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.

8.4. All children accompanying Patrons within a Grandstand on circuit at the Venue:

- (a) between the ages of 3 and 14 years old must be a holder of a children's Grandstand Ticket; and
- (b) infants aged 2 years and under will be permitted to enter the Grandstand with an adult Patron holding a valid Grandstand ticket subject to:
 - (i) being adequately accommodated within the allocated seating of the adult Patron they are accompanying without contravening Attendance Condition 4.1(t); and
 - (ii) should the child be found to contravene this Attendance Condition 8.4:
 - (A) AGPC will require the adult Patron to purchase a Ticket for a seat within the Grandstand for the child to occupy; or
 - (B) the child and the adult Patron will be required to leave the Grandstand.

8.5. Patrons who accompany children at the Event are responsible for the care, conduct and supervision of those children and must keep those children within sight at all times.

8.6. 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 AGPC in its absolute discretion.

8.7. All persons entering the Paddock regardless of age must have a valid Paddock Pass (a Dorna accredited pass that grants the pass holder access to the MotoGP™, Moto2™ and Moto3™ Paddock.) Note: A Paddock Pass is an additional upgrade on-top of three-day Grandstand tickets and VIP Hospitality suite tickets and is governed by the Paddock Conditions available at www.motogp.com.au.

8.8. Patrons who accompany children at the Event 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 AGPC in its absolute discretion.

9. CHANGES TO THE EVENT

- 9.1. Patrons acknowledge that the dates of the Event are not set until fixed by FIM in the confirmed calendar for the 2022 MotoGP season.
- 9.2. If a Ticket is acquired prior to the dates of the Event being confirmed by the FIM, the Patron acknowledges and agrees that the provisional dates of the Event may change and that the Patron will not be entitled to a refund in such circumstances.
- 9.3. If the published provisional dates are changed, such changes will be published at www.motogp.com.au and each Ticket will be valid for the rescheduled dates.
- 9.4. AGPC otherwise reserves the right to:
 - (a) add, withdraw or substitute any drivers, performers or activities including support category track activity, any concerts or other entertainment associated with the Event, vary programs, other conveniences and attractions and audience capacity from time to time;
 - (b) alter and amend layout/zone/precinct/entertainment offerings.
- 9.5. AGPC and the Associated Entities 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, shortening or other change to the Event (or any part thereof). Such loss or damage may include, but is not limited to, spending money, accommodation, flights, meals and all other ancillary costs incurred as a result of attending the Event (including, without limitation, transport to and from the Event, airline and/or airport taxes and transfers, where applicable).
- 9.6. Impressions and maps of the Event area published by AGPC are approximate only. Natural or other obstructions may impede viewing in some areas and no reliance should be placed on impressions or maps when purchasing Tickets.
- 9.7. Locations and size of seating, viewing areas and other conveniences and attractions may vary. AGPC reserves the right to determine actual and final location of seating, viewing areas and other conveniences and attractions without notice.
- 9.8. Subject to Attendance Condition 10.2(d), where a Patron has purchased a Ticket which includes an allocated seat or seating and AGPC makes a significant change (as determined by AGPC in its sole and absolute discretion) to a Patron's:
 - (a) type or location of seating; or
 - (b) viewing areas;

each a '**Seat Change**', AGPC will use all reasonable endeavours to notify the Patron directly.

- 9.9. If the Patron does not accept the revised seating arrangement, AGPC will offer an exchange of the Ticket for an available Ticket of the same or lower face value ('**Exchanged Ticket**').
- 9.10. If the Exchanged Ticket is not acceptable to the Patron, Attendance Condition 10.2(c) will apply.

10. REFUND POLICY

10.1. Except as set out in Attendance Condition 10.2 below, payments made to AGPC for 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, rider, performer or band (whether advertised or not);
- (b) any variation to the on-track Event program, conveniences and attractions such as shortening, postponement or cancellation of any part of the MotoGP™ 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; and
- (e) any other circumstance beyond the reasonable control of the AGPC (including, but not limited to, restrictions, regulations, policies or directives issued by any federal, state or municipal government authority (or as required to be issued by AGPC) ('**Government Directive**').

10.2. To the extent permitted by law, AGPC will refund payments made by Patrons to AGPC for Tickets only in the following limited circumstances:

- (a) on a particular day of the Event, less than 1 hour of on-track activity (which includes any MotoGP exhibition events and support category sessions), subject to the following:
 - (i) if the Ticket is a single day Ticket – Patron will receive a refund of the value of the single day Ticket; or
 - (ii) if the Ticket is a 3-day Ticket – Patron will receive a refund of a fair portion of the value of the Ticket depending on the relevant day cancelled, the value of such refund to be reasonably determined by AGPC;

- (b) the entire Event is cancelled and cannot be rescheduled;
 - (c) AGPC makes a Seat Change in accordance with Attendance Condition;
 - (d) in accordance with the COVID-19 Special Conditions;
 - (e) in other any other circumstances which AGPC feels, in its discretion, is appropriate.
- 10.3. In respect of a Ticket for which no monetary consideration has been paid to AGPC, 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.
- 10.4. Nothing in Attendance Condition 10 or the Event Rules generally affects Patrons' rights under the Schedule 2 to the *Competition and Consumer Act 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.

11. RECORDINGS

- 11.1. Without limiting any action available to AGPC pursuant to the AGP Act 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 AGPC or Dorna – except for the private enjoyment of the person making the Recording, Data or Image.
- 11.2. 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 AGPC or Dorna, the Patron must:
- (a) on request by AGPC or Dorna assign, in writing, all copyright and all other intellectual property in any such Image or Recording to AGPC or Dorna or its assignees or nominees as directed by AGPC or Dorna; and
 - (b) consent to use by AGPC, Dorna 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.

12. USE OF LIKENESS

- 12.1. Patrons acknowledge that AGPC, Dorna and third parties authorised by AGPC 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).
- 12.2. Unless the Patron otherwise reaches an agreement with AGPC or Dorna, each Patron hereby grants the FIM, Dorna, AGPC 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 (including publication within and outside Victoria, Australia) and for any purpose without identification, compensation or payment of any kind. Patrons can contact AGPC in order to reach such an agreement.

13. RESTRICTIONS ON TRANSFERS AND RE-SALE

- 13.1. The Event is subject to a major event declaration under the MEA. It is an offence, and a breach of these Attendance Conditions, for a Ticket to be sold, or offered or advertised for resale, at a price exceeding its face value purchase price by more than 10%.
- 13.2. Offences under the MEA can result in heavy fines.
- 13.3. Further, where a Ticket is offered for sale, sold, transferred, used or disposed of in breach of these Attendance Conditions or the terms of the Ticket, all affected Tickets will be cancelled by AGPC without notice and any Ticket holder seeking to use the Ticket may be refused admission to, or evicted from the Venue, by any Authorised Person without refund or compensation of any kind; and the person who has breached this condition must deliver up any and all Tickets in that person's possession at the request of an Authorised Person.

14. PASS-OUTS

- 14.1. Each Patron's entry to the Event is not transferable. If a Patron is exiting the Event and seeks re-entry, the Patron's must first scan their ticket upon exit and then re-scan their ticket upon re-entry, to regain entry on the same day.

15. PERSONAL INFORMATION

- 15.1. AGPC 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 Australian Grands Prix or Australian Motorcycle Grands Prix and related and similar events, in accordance with AGPC's Privacy Policy which is available at <https://www.grandprix.com.au/privacy-policy>.

16. AGPC CONTROL

- 16.1. Under the AGP Act, AGPC controls the Event area during the Event. At all times AGPC or its representatives, including any Authorised Person, may with reasonable cause refuse entry to any Patron or direct any Patron to leave the Event.
- 16.2. In particular, any person who does not comply with the Event Rules may be refused entry or directed to leave the Event.

17. MISCELLANEOUS

- 17.1. Patrons acknowledge and agree that any part or parts of these Attendance Conditions 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 Attendance Conditions.
- 17.2. These Attendance Conditions are governed by the laws of the State of Victoria.

Anyone with an enquiry in relation these Attendance Conditions should call 03 9258 7100 or email enquiries@grandprix.com.au.

June 2022

AUSTRALIAN MOTORCYCLE GRAND PRIX 2022

COVID-19 SPECIAL CONDITIONS

1. BACKGROUND

- 1.1. Australian Grand Prix Corporation ('**AGPC**') has developed these COVID-19 Special Conditions ('**Special Conditions**') to ensure all participants and attendees at the Australian Motorcycle Grand Prix 2022 ('**Event**') can be confident in purchasing tickets to, and attending, the Event.
- 1.2. These Special Conditions operate to supplement the Australian Motorcycle Grand Prix 2022 Attendance Conditions (displayed at Event entrances, viewable at www.motogp.com.au and available by contacting AGPC) ('**Attendance Conditions**') and Australian Motorcycle Grand Prix 2022 Corporate Hospitality Terms and Conditions ('**Corporate Hospitality Conditions**').
- 1.3. To the extent there is any inconsistency between these Special Conditions and the Attendance Conditions and Corporate Hospitality Conditions, these Special Conditions will apply. All other terms in the Attendance Conditions and Corporate Hospitality Conditions remain in full force and effect.
- 1.4. In these Special Conditions:
 - (a) '**Ticket**' means any ticket (including a mobile ticket), hard card, pass, credential, lanyard, wristband or other document or general or specific authorisation issued by AGPC allowing entry to the Event and/or Venue; and
 - (b) '**Patron**' includes any person who, at any time, holds or purchases or otherwise acquires a Ticket to the Event and/or enters the Venue;
 - (c) '**Venue**' means the Phillip Island Grand Prix circuit.

2. HEALTH AND SAFETY

- 2.1. By purchasing a Ticket to the Event and/or attending the Venue, each Patron acknowledges that, even with AGPC's COVID-19 safe measures in place (including but not limited to those set out in AGPC's COVID-Safe Event Plan (viewable at www.motogp.com.au, or any additional document issued by AGPC prior the Event), there remains an unquantifiable risk of transmission of viral illness, including COVID-19. For some people, COVID-19 has very serious health consequences. For up to date information on COVID-19 in Victoria please visit www.coronavirus.vic.gov.au.
- 2.2. Patrons acknowledge that they have considered any COVID-19 associated risks and their own personal circumstances, including any health conditions or vulnerability that a Patron may have, including the circumstances of any guest(s) or dependant(s) of the Patron, or any persons with whom Patrons

will be in close contact following attendance at the Venue.

- 2.3. AGPC will rely on the purchase of a Ticket and/or entry to the Venue as each Patron's acknowledgement and acceptance of the Attendance Conditions and these Special Conditions, and proceed on the basis that all Patrons acknowledge and accept these risks to enter the Venue.
- 2.4. AGPC strongly recommends that you install the Australian Government COVIDSafe App and the Service Victoria App on your mobile device, with Bluetooth activated prior to entering the Venue.
- 2.5. Patrons acknowledge and agree that their Ticket and attendance at the Event and Venue is subject to any COVID-19 related restrictions, regulation, policy or health directive issued by any federal, state or municipal government authority (or as required to be issued by AGPC) as applicable to Patrons, the Venue and/or the Event ('**Health Directive**').
- 2.6. It is each Patron's sole responsibility to ensure they do not enter the Venue if they (or anyone in their party):
 - (a) are required to self-isolate or quarantine at any time during the Event;
or
 - (b) are exhibiting signs of COVID-19 (as those symptoms are recognised and published by the Victorian Department of Health ('**DH**') and updated from time to time) ('**COVID-19 Symptoms**'); or
 - (c) are not permitted to attend the Event and/or enter the Venue as a result of any Health Directive;
 - (d) do not hold any pass, permit, certificate or similar which Patrons are required to hold in order to attend the Event under any Health Directive (or a valid exemption from such requirements).
- 2.7. Patrons will be denied entry to the Venue should they:
 - (a) have or show any COVID-19 Symptoms as detected prior to the Event or at the point of entry to the Venue, in AGPC's sole discretion; or
 - (b) not be permitted to attend the Event and/or enter the Venue as a result of any Health Directive;
 - (c) not hold any pass, permit, certificate or similar which Patrons are required to hold in order to attend the Event under any Health Directive (or a valid exemption from such requirements).
- 2.8. A Health Directive may be issued prior to or during the Event, which may require the following:
 - (a) collection of Patrons' contact information (including Patrons' name, phone number, date and time of entry and exit through the use of the Victorian Government QR code or other device/app or method

of collecting that information) for the purpose of contact tracing in the event of a positive COVID-19 diagnosis as required by DH) and as further set out in AGPC's Privacy Policy;

- (b) undertaking health and temperature screenings upon entry, as required;
 - (c) submitting to COVID-19 testing, as required;
 - (d) proof of the Patron being tested for COVID-19 during a specified period of time prior to the Event, and the Patron's test being negative;
 - (e) proof of the Patron having received at least two (2) doses of a COVID-19 vaccination (or proof of the Patron being exempt from any Health Directive requiring Patrons to be vaccinated);
 - (f) abiding by any seating or zoning arrangement, including any person density requirements implemented by AGPC;
 - (g) adhering to social distancing where possible (which means maintaining a distance of at least 1.5m from other Patrons) and high-level hygiene practices (e.g. hand hygiene, wearing of a mask as required by DH, and the use of cashless transaction at the Event);
 - (h) utilisation of E-tickets and scanning out (if required) when leaving the Venue if a Patron intends to return; and
 - (i) any other DH restriction or requirement as issued from time to time relevant to the Event.
- 2.9. A Patron who does not comply with a Health Directive may be deemed in breach of the Special Conditions and/or Attendance Conditions and may be denied entry or evicted from the Venue, in AGPC's sole and absolute discretion. In such circumstances, Tickets will not be exchanged or refunded unless required by law (including the Australian Consumer Law).
- 2.10. Patrons agree to comply with all guidance and direction provided by any Authorised Person (as that term is defined in the Attendance Conditions) or AGPC Covid marshals ('**Covid Marshal**') located throughout the Venue, at any time during the event.
- 2.11. Failure to comply with the guidance and direction of an Authorised Officer or Covid Marshall may result in a Patron being evicted from the Venue at AGPC's sole and absolute discretion. In such circumstances, Tickets will not be exchanged or refunded unless required by law (including the Australian Consumer Law).

3. VENUE

- 3.1. Patrons acknowledge and agree that the Venue may be subject to COVID-19 measures, which may include dividing the Venue into different zones and/or precincts ('**Precinct**') (each with Patron capacity limits) and that a Ticket may only grant access into the Precinct designated on the Patron's ticket.

4. TICKET CANCELLATION OR CHANGES

- 4.1. Patrons acknowledge that a Ticket purchased to the Event, may be subject to:
- (a) cancellation if there is a reduction in attendance capacity at the Venue and AGPC can no longer accommodate the Patron ('**Ticket Cancellation**'); or
 - (b) changes in respect of the Venue or facility layout (including Precinct, viewing areas, entertainment offering, or other conveniences and attractions) ('**Ticket Change**').

5. REFUNDS

- 5.1. For the purpose of this Condition, the following definitions apply:
- (a) '**Partial Refund**' means the difference in the total retail selling price of two Tickets (excluding any credit card fees) to be returned to the Patron by AGPC in AUD\$ (but excluding any on-seller commission or mark-up, currency conversion or exchange rates and any expenses or costs incurred by a Patron in connection with the Event).
- 5.2. A Patron will be eligible for a Partial Refund if:
- (a) a Ticket Change occurs; and
 - (b) the Patron's Ticket is re-issued for a different Precinct;
 - (c) and the total retail selling price of the Patron's original Ticket is greater than the total retail selling price of the Patron's re-issued Ticket.
- 5.3. A Patron will not be entitled to a Partial Refund (unless required by law including the Australian Consumer Law) in the following circumstances:
- (a) a Patron is in breach of these Special Conditions and/or the Attendance Conditions;
 - (b) a Patron does not comply with a Health Directive and is refused entry or required to leave the Venue due to non-compliance with a Health Directive;
 - (c) a Patron is well and does not wish to attend the Event due to fears of exposure to COVID-19;
 - (d) a Patron elects not to attend the Event at their own discretion; or
 - (e) a Patron attends the Event and subsequently elects to leave part way through due to feeling unwell.
- 5.4. If a Patron is unable to attend the Event for any reason, the Patron can resell their ticket through the approved resale platform.

6. PAYMENT OF REFUND

- 6.1. A Patron accepts that where AGPC is required to issue a Full or Partial Refund under these Special Conditions, AGPC will use the credit card or direct debit details provided by the Patron at the time the tickets were purchased. If the Patron requires the Refund to be processed by alternative

means (including where the original credit card is no longer valid), the Patron must contact the issuer of the Ticket.

- 6.2. On payment of the Full or Partial Refund to the Patron by AGPC, the Patron acknowledges and agrees that in no circumstances will AGPC be liable for, and the Patron hereby releases and discharges AGPC from, all direct, indirect, consequential, exemplary, or special damages, losses, costs and/or expenses suffered by the Patron arising in connection with the Ticket to the Event. Such loss or damage may include, but is not limited to, accommodation, airfares, transfers, meals and taxes, where applicable.

7. CHANGES TO THESE SPECIAL CONDITIONS AND THE GENERAL CONDITIONS

- 7.1. It may be necessary for AGPC to make changes to the Attendance Conditions and/or these Special Conditions, including at short notice.
- 7.2. Wherever possible AGPC will provide Patrons with as much advance notice as is possible on our website at www.grandprix.com.au.
- 7.3. Given the nature of the COVID-19 pandemic, AGPC will require Patrons to comply with any changes that AGPC makes to the Attendance Conditions and/or these Special Conditions, regardless of whether the Tickets were purchased before or after such change is made.
- 7.4. If a Patron cannot comply with any updated version of the General Conditions and/or these Special Conditions, Patrons must not purchase a Tickets or, if already purchased, must not attend the Event or enter the Venue.

8. MISCELLANEOUS

- 8.1. Patrons acknowledge and agree that any part or parts of these Special Conditions 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 Special Conditions.
- 8.2. These Special Conditions are governed by the laws of the State of Victoria.

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June 2022