COMPETITION CONDITIONS OF ENTRY	
2019 GP ADVANTAGE EARLY PURCHASE INCENTIVE PROMOTION	
Item 1: Event	Formula 1® 2019 Australian Grand Prix
Item 2: Promotion	GP Advantage Early Purchase Incentive Promotion
Item 3: Promoter	The promoter is the Australian Grand Prix Corporation (ABN 86 947 927 465), Level 5, 616 St Kilda Road, Melbourne Victoria 3004.
Item 4: Promotion Period	There are three Promotional Periods:
	Date slot 1 – Save-Your-Seat: 9.00am (AEST) FRIDAY 4 MAY 2018 to 11.59pm (AEST) SUNDAY 20 MAY 2018.
	Date slot 2 – GP Advantage Draw 1: 12.00am (AEST) MONDAY 21 MAY 2018 to 11.59pm (AEST) TUESDAY 31 JULY 2018.
	Date slot 3 – GP Advantage Draw 2: 12.00am (AEST) WEDNESDAY 1 AUGUST 2018 to 11.59pm (AEDT) FRIDAY 30 NOVEMBER 2018.
Item 5: Draw Dates	There are three Draw Dates:
	Date slot 1 – Save-Your-Seat: Draw date THURSDAY 24 MAY 2018, at 1.00pm (AEST).
	Date slot 2 – GP Advantage Draw 1: Draw date FRIDAY 3 AUGUST 2018, at 1.00pm (AEST).
	Date slot 3 – GP Advantage Draw 2: Draw date THURDAY 6 DECEMBER 2018, at 1.00pm (AEDT)
Item 6: Re-draw Dates (if required)	There are three Re-draw Dates:
	Date slot 1 – Save-Your-Seat: Re-draw date TUESDAY 28 AUGUST 2018, at 1.00pm (AEST).
	Date slot 2 – GP Advantage Draw 1: Re-draw date FRIDAY 17 AUGUST 2018, at 11.00am (AEST).
	Date slot 3 – GP Advantage Draw 2: Re-draw date FRIDAY 15 FEBRUARY 2019 at 11.00am (AEDT).
Item 7: Draw Method	In respect of each of the dates specified in Item 4 and 5 (Date Slots), a winner will be drawn for the corresponding prize (or prizes) for that Date Slot.
	The winner for each Date Slot will be randomly selected from all valid entries received during each relevant Date Slot.
	The draws will take place at Anisimoff Legal, Suite 5, Erina Plaza, 210 Central Coast Highway, Erina NSW 2250.
Item 8: Publish Winner Dates	The winners will be notified by email and phone within 2 days of the draw.
	The winners will have their details published on grandprix.com.au on:

Save Your Seat (Date slot 1) on Thursday 7 June 2018 GP Advantage Gold (Date slot 2) on Friday 17 August 2018 GP Advantage Silver (Date slot 3) on Tuesday 18 December 2018 To enter, individuals must: Item 9: How to **Enter** 1. Save-Your-Seat: Renew their Formula 1® 2018 Australian Grand Prix seat/s by Sunday 20 May 2018: 2. **GP Advantage Draws 1 and 2:** Purchase a 4-day Grandstand ticket or Three Champions Grandstand ticket to the FORMULA 1® 2019 AUSTRALIAN GRAND PRIX (the 2019 event dates have not been announced) (**Event**) within the specified promotion periods, either: (a) on-line at www.grandprix.com.au or www.ticketmaster.com.au (b) by phoning Ticketmaster on 1800 100 030; (c) by visiting a Ticketmaster outlet; or (d) as part of a package through a third party authorised seller\* including accommodation and airfares in connection with the Event (Event Package), \*For a full list of authorized sellers or Event Packages see www.grandprix.com.au Each 4-day Grandstand ticket or Three Champions Grandstand ticket purchased qualifies for one (1) entry into the promotion. Multiple entries are accepted provided that each entry is submitted in accordance with clause 5 of the Competition Conditions of Entry. The Promoter reserves the right to restrict entries in its absolute discretion. Note: Ticket holders who have already booked prior to the start of the Promotion Period will automatically receive an entry into the Promotion. Date slot 1 - Save-Your-Seat: One winner will be drawn from all Item 10: Prize entries received between this Promotional Period. Package Prize will include:

- A pit wall canopy experience for two people, watching a Formula 1® session at the Event
- A Paddock Tour for two people
- A scenic helicopter flight for two people over the Albert Park Circuit during the Event

Prize valued at: \$2,680

Date slot 2 - GP Advantage Draw 1: One winner will be drawn from all entries received between this Promotional Period. Prize will include: Two return economy airfares from the winner's nearest capital city in Australia to Singapore, departing on Thursday 13 September 2018 and returning on Monday 17 September 2018 4 nights' twin share accommodation in Singapore at a minimum three-star hotel Two Pit Grandstand tickets to the Formula 1® 2018 Singapore Airlines Singapore Grand Prix (14-16 September 2018) Return airport transfers from Singapore Changi airport to the hotel Prize valued up to: \$6,000 Date slot 3 - GP Advantage Draw 2: One winner will be drawn from all entries received between this Promotional Period. Prize will include: A Meet & Greet with a Formula 1® driver for two people at the Event A guided Formula 1® team garage tour for two people at the Event Prize valued at: \$4,000 Total Prizes valued up to \$12,680.00 Item 11: Permit NSW Permit No.: LTPS/18/23864, ACT Permit No.: TP18/00809, **Numbers** SA Permit No.: T18/736 Item 12: Restriction Entry is only open to people aged 18 years and over. The to Entry Promoter, Ticketmaster Australasia Pty Ltd (Ticketmaster), licensees, on-sellers and their employees (and their immediate families), and their agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, stepgrandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin. Item 13: Special If the prize winner for Date slot 2 – GP Advantage Gold, conditions resides outside of Australia, the winner and their companion must make their way to an Australian capital city at their own expense, in order to claim the two return economy airfares from Australia to Singapore. No substitution or replacement of flights are allowed for departures outside of Australia to Singapore and/or if the winner confirms in writing, to forfeit this flight portion of the prize.

- 1. Information on how to enter and prizes form part of these Conditions of Entry. Participation in this promotion constitutes acceptance of these Conditions of Entry.
- 2. The winners agree to comply with these Conditions of Entry, the Attendance Conditions to the Event available at <u>grandprix.com.au</u>, from the Promoter and displayed at entrances to the Event.
- 3. Incomplete, indecipherable, inaudible or incomprehensible entries will be deemed invalid and will be ineligible to win.
- 4. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
- 5. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
- 6. Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission by the entrant.
- 7. The Promoter does not accept any responsibility for late, lost or misdirected entries for this promotion.
- 8. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Conditions of Entry or who tampers with the entry process. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 9. If a winning entry is deemed not to comply with the Conditions of Entry of this promotion, the entry will be discarded and a new winner of that prize will be determined by drawing a further valid entry.
- 10. The Promoter's decision is final and no correspondence will be entered into.
- 11. The winners will be notified only by the phone number and email address provided straight after the Draw is drawn.
- 12. If for any reason any winner does not take/redeem a prize (or part of a prize) by the time stipulated by the Promoter, the prize (or that part of the prize) will be forfeited.
- 13. Subject however to any written directions from a relevant regulatory authority, the Promoter may conduct such further draws at the same place as the original draw(s) as are necessary to distribute any prizes unclaimed by the date of the re-draw. The winners of any re-draws will be published at www.grandprix.com.au.
- 14. Spending money, meals, travel insurance and all other ancillary costs incurred as a result of taking the prize (including, without limitation, transport to and from the Event, entry into the Event, airline and/or airport taxes and transfers, where applicable) are not included and remain the responsibility of the winners. All elements of the must be taken to coincide with the Event and any element not taken at the time(s) stipulated will be taken to be forfeited.
- 15. No element of any prize is exchangeable. Prizes cannot be taken as cash.
- 16. If a prize (or any part of a prize) becomes unavailable for reasons beyond the Promoter's reasonable control, the Promoter will endeavour to provide a substitute

- prize of equivalent value and/or specification, subject to the written directions of any regulatory authority.
- 17. 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.
- 18. Upon entering the Competition, each Entrant agrees to provide this release to the Promoter and the Associated Entities\*:

The Promoter and the Associated Entities are not liable to me or to any person with me for (regardless of how or when the liability is caused, or by whom it is caused and regardless of whether such liability or claims are for negligence (excluding gross negligence), breach of contract, breach of statutory duty or any other liability or claim recognised at law):

- a) my death, injury to me or the injury or death of anybody else with me;
- b) damage to, destruction of, theft of or unauthorised delivery up of any of my property or equipment, whether authorised or not; or
- c) damage to, destruction of, theft of or delivery up of any of my clothing or other personal items;

And, in respect of all of the subject matter of each of (a), (b) and (c), I release the Promoter 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 the Promoter or the Associated Entities.

- \* Associated Entities means the Crown in right of the State of Victoria, the Minister administering the Act, the Minister administering the Crown Land (Reserves) Act 1978 (Vic), Federation Internationale de l'Automobile (FIA), Formula One Marketing Limited, Formula One Hospitality and Event Services Limited (UK), Formula One Management Limited (FOM), Formula One World Championship Ltd (FOWC), Formula One Asset Management Limited, Formula One Licensing B.V., Confederation of Australian Motor Sport Ltd, Parks Victoria, State Sport Centres Trust, APP Corporation Pty Ltd and all other persons involved in the conduct, promotion and organisation of the Event including officials, marshals, rescue and medical staff, competitors and drivers (such parties to include where relevant all directors, officers, employees, agents, contractors and affiliated companies and their respective personnel).
- 19. The Promoter and the Associated Entities do not make any warranty that the Competition, 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. Entrants acknowledge that, to the extent that any warranty is implied by law it is excluded to the full extent permitted by law.
- 20. The Promoter and the Associated Entities acknowledge that each release or exclusion of liability in this document 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) and the Australian Consumer Law and Fair Trading Act 2012 (Vic)). The Promoter 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 Australian Consumer Law and the Fair Trading Act cannot be excluded.

21.

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

Under the Australian Consumer Law (which is part of the Competition and Consumer Act 2010 (Cth)), several guarantees are implied into contracts for the supply of certain goods and services. You agree that the application of all or any of the provisions of Subdivision B of Division 1 of Part 3-2 of the Australian Consumer Law (i.e. guarantees relating to the supply of services), the exercise of rights conferred by those provisions, and any liability of the Promoter and the other Associated Entities for a failure to comply with any such guarantees, are excluded.

However, such exclusion is limited to liability for:

- death, physical or mental injury (including aggravation, acceleration or recurrence of such an injury of the individual);
- contraction, aggravation or acceleration of a disease of an individual; or
- the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to an individual that is or may be harmful or disadvantageous to the individual or the community or that may result in harm or disadvantage to the individual or the community.

This exclusion does not apply to significant personal injury suffered by the reckless conduct of the Promoter and the other Associated Entities.

## FOREGOING RIGHTS UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012 (VIC)

Under the Australian Consumer Law and Fair Trading Act 2012 (Vic) (Vic FTA) several conditions are implied into contracts for the supply of certain goods and services. These conditions mean that the supplier, being the Promoter and the other Associated Entities, is required to ensure that the recreational services it supplies are:

- rendered with due care and skill; and
- as fit for the purpose for which they are commonly bought as it is reasonable to expect in the circumstances; and
- reasonably fit for any particular purpose or might reasonably be expected to achieve any result you have made known to the supplier.

Under section 22 of the Vic FTA, a supplier is entitled to ask you to agree that these conditions do not apply. If you enter the Competition or the Event, you will be agreeing that your rights to sue the Promoter and the Associated Entities under the Vic FTA if you are killed or injured because the services were not rendered with due care and skill or they were not reasonably fit for their purpose, are excluded, restricted or modified in the way set out in the Attendance Conditions.

NOTE: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on a supplier's 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 (Vic) and section 22(3)(b) of the Vic FTA.

## WARNING - FOREGOING RIGHTS UNDER THE VICTORIAN PRIVACY AND DATE PROTECTION ACT 2014 (VIC)

The Australian Grand Prix Corporation (AGPC) collects personal information in order to conduct the activities in relation to the Event and the Activity and may, for this purpose, disclose such personal information to third parties, including but not limited to agents, contractors, service providers, suppliers and, as required, to Australian regulatory authorities. Such personal information will be dealt with by the AGPC in accordance with the Victorian Privacy and Data Protection Act 2014 (Vic) and the AGPC's privacy policy which can be viewed at www.grandprix.com.au

- 22. Each release or exclusion of liability in this document is for the benefit of the Promoter and each of the other Associated Entities and held on trust by the Promoter for each of the other Associated Entities so that each of the Associated Entities may enforce those provisions against each Patron. Entrants also acknowledge that the Promoter may enforce each release and exclusion of liability in these Competition Conditions and/or the Attendance Conditions against each Entrant on behalf of any of the other Associated Entities on the basis that the Promoter is their agent or trustee.
- 23. The Associated Entities will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) by any person in connection with this promotion or accepting or using a prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
- 24. The Promoter collects entrants' personal information in order to conduct the promotion and may, for this purpose, disclose such personal information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. If the personal information requested is not provided, the Entrant may not participate in the promotion. By entering the promotion, unless otherwise advised, each entrant also agrees that the Promoter may use this information, in any media for future promotional, marketing and publicity purposes without any further reference, payment or other compensation to the Entrant, including sending the entrant electronic messages, and telephoning the Entrant for an indefinite period. Such personal information will be dealt with by the Promoter in accordance with the Privacy Act 1988 (Cth), Information Privacy Act 2000 (Vic) and the Promoter's privacy policy which can be viewed at www.grandprix.com.au Entrants' personal information may be disclosed to State and Territory lottery departments and winners' names published as required under the relevant lottery legislation. A request to access, update, opt-out or correct any personal information should be directed to the Promoter by contacting the Promoter at [Level 5, 616 St Kilda Road, Melbourne Victoria 3004]. All entries become the property of the Promoter.
- 25. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.