

FORMULA 1® ROLEX AUSTRALIAN GRAND PRIX 2020 ATTENDANCE CONDITIONS

Entry to the Formula One event (as defined in the *Australian Grands Prix Act 1994* (Vic) (**Act**)) known as the FORMULA 1® ROLEX AUSTRALIAN GRAND PRIX 2020 (**Event**) by any person (**Patron**) is subject to the following conditions:

Acceptance of Event Rules

1. The term '**Patron**' in these Attendance Conditions includes any person who, at any time, holds or purchases or otherwise acquires a ticket, pass, credential or other authorisation sold or granted by the Australian Grand Prix Corporation (**AGPC**) allowing entry to the Event (**Ticket**).

2. Every Patron's Ticket or 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.grandprix.com.au and available by contacting AGPC directly);

(b) the Act and regulations made under the Act;

(c) the *Major Sporting Events Act 2009* (Vic); and

(d) any reasonable directions issued by AGPC, which includes its representatives and any person appointed as an authorised person under the Act (**Authorised Person**)

(collectively, **Event Rules**).

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

4. Any Patron in breach of any Event Rules may be refused entry or directed to leave the Event by AGPC or may be otherwise liable at law, including to a penalty issued under the Act.

Warnings and releases

5. 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.

6. Upon entering the Event, each Patron provides this release to AGPC and the Associated Entities*:

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), 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 other 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 other 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).

7. 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 that any warranty is implied by law it is excluded to the full extent permitted by law.

8. AGPC 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)). 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 Australian Consumer Law and the Fair Trading Act cannot be excluded.

9. Provisions of the *Competition and Consumer Act 2010* (Cth) and *Australian Consumer Law and Fair Trading Act 2012* (Vic) 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 *Australian Consumer Law* (Victoria) and the provisions of the *Australian Consumer Law and Fair Trading Act 2012* (Vic) 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) you acknowledge 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 *Australian Consumer Law and Fair Trading Act 2012* (Vic) 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 Australian Consumer Law and Fair Trading Act 2012 (Vic):

Under the Australian Consumer Law, 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 *Australian Consumer Law and Fair Trading Act 2012* (Vic), AGPC and the Associated Entities are entitled to ask you to agree that these statutory guarantees do not apply to you. If you acknowledge these Attendance Conditions/sign this form, you will be agreeing that your rights to sue AGPC, the Associated Entities and other parties under the *Australian Consumer Law and Fair Trading Act 2012* (Vic) if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this agreement. **Note:** the changes to the rights as set out in the agreement, does not apply if your 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*.

No warranties, implied or express, have been made to the Patrons that the Event services will be provided with due care and skill or that any materials provided in connection with the Event services will be fit and proper for the purpose for which they are supplied.

10. Each release or exclusion of liability in this document 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.

11. Patrons are responsible for the safety and security of their own personal property and hereby release AGPC from any liability for loss or damage to any personal property brought into the Event area.

Prohibited conduct



*Date subject to FIA confirmation

12. At the Event, Patrons must not, without the prior written consent of AGPC:

- (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 Albert Park Lake;
- (c) remain at the 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 Albert Park;
- (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) busk or conduct similar entertainment;
- (p) conduct public surveys or opinion polls, solicit money, donations or subscriptions from members of the public;
- (q) sell, offer or make available for sale, or give away any Ticket;
- (r) 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;
- (s) 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;
- (t) 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;
- (u) use racist, indecent or obscene language or threatening or insulting words or otherwise behave in a threatening, abusive, riotous, indecent or insulting manner;
- (v) interfere with, obstruct or hinder AGPC or an Authorised Person in the exercise of their powers, functions or duties;

- (w) ignite any flare or firework, explosive or smoke bomb;
- (x) become intoxicated, use banned drugs or supply alcohol to minors;
- (y) smoke in a designated 'no smoking' area;
- (z) refuse to follow any reasonable direction issued by AGPC.

Prohibited items

13. Patrons must not, without the prior written consent of AGPC, have in their possession at the Event, or bring into the Event any:

- (a) alcoholic beverage (unless purchased at the Event);
- (b) glass bottle or glass container (unless purchased at the Event);
- (c) beverage container with the manufacturer's seal broken (unless purchased at the Event);
- (d) hard cased esky or ice box (polystyrene eskies and cooler bags 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;
- (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 15(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 AGPC reasonably considers may be used in breach of Attendance Condition 33, which may include (without limitation) audio recorders, camera tripods, monopods or any digital recording equipment.

14. To ensure compliance with Attendance Condition 13, 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.

15. 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.

Tickets generally

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

17. At all times, Tickets remain the property of AGPC. Tickets may not be sold, on-sold, exchanged for fee or reward or other valuable consideration or otherwise commercially dealt with (including for advertising or other promotional purposes such as prizes, contests or sweepstakes) without the prior written consent of AGPC or FOWC (acting in their absolute discretion). If granting such consent, AGPC or FOWC may attach additional conditions to any Tickets as they see fit. If a Ticket has been dealt with in contravention of this Attendance Condition, the bearer of the Ticket may be refused entry or directed to leave the Event.

18. 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).

Pass-outs

19. Each Patron's entry to the Event is not transferable. If a Patron is exiting the Event and seeks re-entry, the Patron's hand must be stamped to regain entry on the same day. The stamp must be shown together with a valid Ticket for that day to regain entry.

Concession

20. Patrons holding a concession ticket must provide identification confirming concession status at the time of entry. 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.

21. If a Ticket has been acquired on a concession basis and the Patron is unable to show concession identification to the satisfaction of AGPC (for example Pensioner Concession Card or Full Time Student Card (including International), Health Care Card and Veterans Affairs Card) at any time during the Event, the Patron may be refused entry or directed to leave the Event by AGPC.

Children



*Date subject to FIA confirmation

22. Unless otherwise authorised by AGPC, every child entering the Event must have a Ticket. 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 entitled to obtain an AusGP Park Pass (General Admission) to the Event free of charge when accompanied by an AusGP Park Pass (General Admission) ticket holder, subject to any transaction and delivery fees; and

(b) children aged between 15 and 17 years of age may be able to obtain tickets advertised at concession price.

23. 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.

24. All children accompanying Patrons within a Grandstand on circuit at Albert Park:

(a) between the ages of 3 and 14 years old must be a holder of a children's Grandstand Ticket; and

(b) infants under the age of 2 years old 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 15(t); and
- ii. should the child be found to contravene Attendance Condition 24:

- (A) AGPC will require the adult Patron to purchase a children's 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.

25. 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, particularly when in the vicinity of Albert Park Lake. 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.

Changes to the Event

26. Patrons acknowledge that the dates of the Event are not set until fixed by FIA in the confirmed calendar for the 2020 Formula 1® season, which FIA will release in late 2019 or early 2020. If a Ticket is acquired prior to the dates of the Event being confirmed by the FIA, 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. If the published provisional dates are changed, such changes will be published at www.grandprix.com.au and each acquired Ticket will be valid for the rescheduled dates. AGPC otherwise reserves the right to add, withdraw or substitute any drivers, performers or activities including any concerts or other entertainment associated with the Event, vary programs, other conveniences and attractions and audience capacity from time to time.

27. AGPC will not be liable to any Patron for any loss or damage (including indirect or consequential loss or damage) suffered as a result of or arising from or in any way connected to cancellation, postponement or change to the Event (or any part thereof).

28. 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. 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.

29. Subject to Attendance Condition 28, if AGPC makes significant changes (as determined by AGPC in its absolute discretion) to a Patron's pre-booked reserved seating arrangements, AGPC will use all reasonable endeavours to notify the Patron directly of such changes. If the Patron does not accept the revised reserved seating arrangement, AGPC will offer an exchange of the Ticket for an available Ticket of the same or lower face value. If the exchanged Ticket is still not acceptable to the Patron, AGPC will offer to refund any payments made by the Patron for the Ticket.

Refund policy

30. Except as set out in Attendance Condition 31 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, driver, performer or band (whether advertised or not);

(b) any variation to the on-track Event program, conveniences and attractions such as postponement or cancellation of any part of the Formula One 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.



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31. 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 Formula One, 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 4 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; and

(c) in accordance with Attendance Condition 29 (significant change in reserved seating arrangements).

32. 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.

Recordings

33. Without limiting any action available to AGPC pursuant to the 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 FOWC – except for the private enjoyment of the person making the Recording, Data or Image. In any event, Patrons must not post any Recording on any social media platform that exceeds five (5) seconds in length (even if the posting of such Recording is intended for private enjoyment).

34. 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 FOWC, the Patron must:

(a) on request by AGPC or FOWC assign, in writing, all copyright and all other intellectual property in any such Image or Recording to FOWC or its assignees or nominees as directed by AGPC or FOWC; and

(b) consent to use by AGPC, FOWC 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.



*Date subject to FIA confirmation

Use of likeness

35. Patrons acknowledge that AGPC, FOWC 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). Unless the Patron otherwise reaches an agreement with AGPC or FOWC, each Patron hereby grants the FIA, FOWC, FOM, 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.

Restrictions on Transfers and Re-sale

36. Patrons must not re-sell or offer for re-sale at a premium any Ticket (including via on-line auction or classified sites) without the prior written consent of AGPC.

SCALPING WARNING: 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 the 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.

Personal information

37. 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 particular, AGPC may collect the name, address, email address and phone number of Patrons for the purposes of coordinating the seating and/or viewing arrangements at the Event and of conducting research, marketing and promotional activities in relation to the Event and such other subsequent events. Unless the Patron otherwise notifies AGPC, each Patron hereby consents to:

- (a) receiving future promotional and marketing material from AGPC, including via electronic messages (e.g. email, SMS, via social media sites etc), and telephoning the Patron for an indefinite period; and
- (b) the disclosure of their personal information by AGPC to research, marketing and promotional organisations.

38. Patrons have certain rights to access their personal information held by AGPC and can request access by contacting the AGPC Privacy Officer at Level 5, 616 St Kilda Road, Melbourne Victoria 3004.

AGPC control

39. Under the 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. In particular, any person who does not comply with the Event Rules may be refused entry or directed to leave the Event.

Miscellaneous

40. 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.

41. These Attendance Conditions are governed by the laws of the State of Victoria.

Anyone with an enquiry in relation these Attendance Conditions should call 1800 100 030 or email enquiries@grandprix.com.au.

December 2019



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