

## **Terms and Conditions**

- By purchasing or otherwise receiving an entry ticket (Ticket) to the Bathurst campground (Venue) for the 2020 Supercheap Auto Bathurst 1000 (Event), you are deemed to have accepted these terms and conditions, the Conditions of Entry and any accompanying risks, obligations and responsibilities (Terms and Conditions). You acknowledge that it is your responsibility to read and inform yourself of these Terms and Conditions.
- 2. You agree to comply with all Terms and Conditions, including those specified on your Ticket or as otherwise specified at the Venue.
- 3. You agree to comply with all signs, instructions and directions issued by V8 Supercars Australia Pty Ltd (SCA) or any person authorised by SCA (Authorised Person). An Authorised Person is permitted at any time to inspect any vehicle, bag, basket or other receptacle or require you to turn out your pockets.
- 4. A limited amount of alcohol may be taken into the Venue at the sole discretion of SCA. No glass receptacles are permitted in the Venue, including drink bottles. Refer to www.supercars.com for further details.
- 5. The maximum amount of fuel permitted in the Venue is 5 Litres per adult. Fuel will only be permitted to operate a generator, which is in safe working conditions as deemed by SCA. Minors will not be permitted entry with any fuel or other items deemed dangerous by SCA or an Authorised Person.
- 6. Minors must always remain under the responsible supervision of an adult or guardian.
- 7. The following items must **not** be brought into the Venue under any circumstances: (i) illegal substances, fireworks, explosives or weapons of any nature; (ii) couches or lounge chairs; (iii) animals (excluding working Guide Dogs); (iv) platforms, structures or materials to be used to erect platforms or other viewing platforms; (v) anything that SCA reasonably considers will obstruct the view or jeopardise the safety, comfort or experience of other patrons; (vi) no electric or battery powered tools permitted, however a battery powered hand drill is permitted. Chainsaws, axes or dangerous equipment; (vii) any unregistered motorised wheeled devices;
  - (viii) any glass bottle or stubbie is not permitted however a small glass jar under 200mls containing vegemite, jams or food preservatives is permitted; (ix) aerial drones, unmanned aerial vehicles, lasers/laser pointers; or (x) any item that SCA reasonably considers not

- appropriate to be taken into the campgrounds. SCA reserves the right to remove any such items at its sole discretion.
- 8. Use of rope, bunting, poles, temporary fencing, tarpaulin, paint, or any other materials to create segregated or reserved viewing areas is strictly prohibited. Authorised Persons may remove all such materials at their discretion (including at the conclusion of racing on each day of the Event). Any property left unattended at the conclusion of each day will be deemed abandoned and forfeited to SCA without any responsibility to account for such property.
- 9. You agree not to do any of the following in or around the Venue: (i) post, stick or place or attempt to post, stick or place any poster, placard, bill, banner, print, paper or any advertising material on any building structure; (ii) misuse, deface, damage, remove from the Venue or tamper with or attempt to misuse, deface, damage, remove from the Venue or tamper with any building, seat, chair, toilet, sink, table structure, vehicle, craft, truck, pipe, tap or fitting, conduit, electrical equipment, wiring or sign or excavate or cause to be excavated any part of the area within the Venue; (iii) deposit litter, except in a receptacle provided for that purpose; (iv) throw or attempt to throw any stone, bottle, projectile or other object; (v) use indecent or obscene language or threatening or insulting words, or otherwise behave in a threatening, abusive, riotous, indecent or insulting manner; (vi) interfere with, obstruct or hinder SCA or any Authorised Person in the exercise of their powers, functions or duties; or (vii) conduct public surveys or opinion polls, solicit money, donations or subscriptions from members of the public.
- 10. You agree not to (i) wear or otherwise display commercial, political, religious or offensive signage or logos or engage in ambush marketing generally, or (ii) sell or distribute any goods or services or any other matter or thing, or (iii) collect money or orders from other patrons for goods or services without the prior written approval of SCA or (iv) distribute political, religious, advertising or promotional material, in each case without the prior written consent of SCA. Any items that breach this provision may be confiscated by SCA at its absolute discretion.
- 11. Whilst within the Venue you are responsible for your own property. SCA will not be held responsible for any damage to, loss or theft of personal property.
- 12. Any imagery, audio-visual or sound recordings taken of the Event or within the Venue must only be for private or domestic purposes. That is, you cannot sell, license, broadcast, publish or otherwise commercially exploit them. In particular, you may not make available any moving footage, sound recordings or series of still pictures taken at the Event or within the Venue, on the internet.
- 13. Imagery of patrons at the Event or within the Venue, may be recorded and reproduced in various commercial formats. By entering the Venue, you acknowledge that SCA and its Related Entities have exclusive ownership and control of all such recorded imagery and you relinquish any rights or entitlements to either ownership or compensation for the commercial use and reproduction of such imagery whatsoever by SCA or its Related Entities.
- 14. By attending this Event and entering the Venue, you acknowledge that Motor Racing is a dangerous sport and your use of services and facilities at the Venue is entirely at your risk. You also acknowledge that the actions of other patrons at the Event and in the Venue may

cause harm to you or your property. You hereby agree to assume all such risks. To the extent permitted by law you release SCA, its Related Entities and their directors, officers, employees, consultants, contractors, teams and drivers, agents and volunteers (SCA Group), CAMS and support categories (including their respective directors, officers, employees, consultants, contractors, teams and drivers, agents and volunteers) from any liability for any damages, loss, liability or injury you may suffer or incur relating to or arising out of your attendance at the Event and in the Venue however caused, including without limitation due to any negligence or other act or omission of the SCA Group.

- 15. You agree to indemnify and keep indemnified the SCA Group and each of them for any damage, loss, liability or injury the SCA Group may suffer or incur (including by way of indemnity to third parties) as a result of your wilful, reckless or negligent acts or omissions at or near the Venue or your non-compliance with the Conditions of Entry.
- 16. Without prejudice to any other rights SCA may have, if you contravene any of the Conditions of Entry, SCA or an Authorised Person may: (i) refuse you entry to the Venue; (ii) eject you from the Venue; confiscate and/or cancel your Ticket without refund or recompense; and (iii) take legal action against you in connection with such matters. Except to the extent permitted by law, tickets cannot be exchanged or refunded after purchase. Tickets are non-transferable.
- 17. Under the Australian Consumer Law (which is part of the *Competition and Consumer Legislation 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 these provisions (i.e. guarantees relating to the supply of services), any liability of SCA and SCA Group for a failure to comply with any such guarantees, are excluded. This exclusion does not apply to significant personal injury suffered by the reckless conduct of SCA and/or the SCA Group.
- 18. SCA the right to add, withdraw or substitute any drivers, performers or activities associated with the Event, vary programs, the Venue, seating arrangements and capacities and determine and publish additional conditions from time to time.
- 19. SCA reserves the right to close the Paddock area and restrict access to the Paddock area at any time.
- 20. SCA reserves the right to remove you from the Venue for breach of the Conditions of Entry or for any conduct it considers unsatisfactory, including for possession of a lost, stolen, counterfeit, damaged or unreadable ticket you have acquired from an unauthorised source, or if SCA reasonably suspects you of improper involvement in any of the above activities.

If anything in these Conditions of Entry is unenforceable, illegal or void then it is severed and the rest of the Conditions of Entry remain in force. These Conditions of Entry may be supplemented by additional conditions displayed at the Venue.