
Conditions of Entry

The following conditions of entry (**Conditions of Entry**) apply to all attendees (you) of an event conducted by Supercars (**Event**). In these Conditions of Entry, Supercars means V8 Supercar Events Pty Ltd of Level 34, Suite 2, 100 Miller Street, North Sydney NSW 2060 and its related bodies corporate (**Supercars**).

Access

1. Your ticket, pass, credential or other entry authorisation sold or granted to you on behalf of Supercars (**Ticket**) provides you with a conditional licence for admission to the applicable areas of the Event as specified on the Ticket. Certain areas of an Event may be subject to capacity limits and Supercars makes no representation that you will be able to access a particular facility, attraction, activity or area during an Event.
2. Your Ticket may only grant you access to an Event (or certain areas within an Event) for a limited period of time. You must not enter or remain at an Event or certain areas of that Event outside of those times.
3. You may be refused entry to, or directed to leave, an Event or particular area of an Event if you fail to present your Ticket upon request by Supercars staff.

Child and Concession Tickets

4. All persons aged 13 (or another age as specified at the point of sale for a Ticket) and over at the time of entry to an Event must only attend the Event using an adult Ticket, other than approved concession card holders (who will be entitled to enter the Event using a concession Ticket). Supercars may require evidence of valid concession card.
5. Children aged 12 (or another age as specified at the point of sale for a Ticket) and under at the time of entry into the Event may enter the event using a Child Ticket. Supercars may require evidence of the child's age or make a reasonable assessment of the child's age in which case that assessment will be final and determinative.
6. Each child must be accompanied by a parent or guardian (18 years of age or over) at all times during attendance at an Event. Parents or guardians who accompany children at an Event are responsible for the care, conduct and supervision of those children.
7. 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 Supercars in its absolute discretion.

Conduct and Safety

8. You must abide by all directions given to you by Supercars and/or Event staff, police, Event security or any person appointed as an authorised person under any relevant legislation or instrument.
9. Unless expressly authorised by Supercars, You must not:
 - (a) conduct yourself in a manner which brings Supercars, an Event or motorsport into disrepute;
 - (b) do anything or conduct yourself in a way which, or which has the potential to;
 - (i) disrupt, hinder or interrupt the Event, any driver or vehicle taking part in an Event or any activity taking place at the Event;
 - (ii) unreasonably disrupt, interrupt, interfere with or obstruct any Supercars staff, Event staff, police and/or Event security;
 - (iii) adversely affect the safety of Event attendees, Supercars staff and/or Event staff; or
 - (iv) interfere with the comfort and enjoyment of the Event by Event attendees;
 - (c) damage or deface any part of the Event venue or any other person's property;
 - (d) use racist, indecent or obscene language or threatening or insulting words or otherwise behave in a threatening, abusive, riotous, indecent or insulting manner;
 - (e) become intoxicated, use banned drugs or supply alcohol to minors;
 - (f) ignite any flare, firework, explosive or smoke bomb;
 - (g) transfer a Ticket that has already been used to access the Event;
 - (h) enter any restricted area;
 - (i) carry out any commercial or political activity within an Event, including offering goods or services for sale;

- (j) conduct surveys or opinion polls;
 - (k) post, place, erect or otherwise distribute any advertising or promotional material;
 - (l) erect any structure;
 - (m) litter;
 - (n) smoke or vape anywhere except in areas where smoking is permitted as designated by Supercars;
 - (o) engage in ambush marketing;
 - (p) engage in any criminal activity; or
 - (q) engage in conduct which amounts to an offence under the *Motor Sport Events Act 2022* (NSW).
10. Supercars reserves the right to refuse you entry to, or remove you from an Event, cancel or confiscate your Ticket or take any other action which Supercars considers appropriate if;
- (a) you are in breach of these Conditions of Entry;
 - (b) you are in breach of any applicable law, regulation and/or government regulation;
 - (c) you are considered to be intoxicated;
 - (d) you have been previously refused entry to, or removed from an Event;
 - (e) Supercars receives a direction to do so from law enforcement agencies; or
 - (f) Supercars reasonably believes that your conduct negatively impacts, or has the potential to negatively impact the safety, security or comfort of other patrons, staff or participants, or the integrity of Supercars or motorsport in general.
11. You acknowledge that you are responsible for the safety and security of your own personal property and hereby release Supercars from any liability for loss or damage (including any direct, indirect or consequential loss or damage) to any personal property brought into any area of the Event.
12. You acknowledge that the Event takes place outdoors and your attendance may result in you being exposed to direct sunlight and heat. You are responsible for taking appropriate care for your own wellbeing at the Event including but not limited to hydration and sun protection.

Prohibited items

13. Unless expressly authorised by Supercars, you must not have in your possession at the Event, or bring into an Event any of the following items:
- (a) alcoholic beverages (unless purchased at the Event);
 - (b) glass (including bottles) (unless purchased at the Event), cans, ceramic and breakable containers;
 - (c) beverage containers with the manufacturer's seal broken;
 - (d) chairs, lounges, benches or stools, other than a folding chair or folding stool;
 - (e) clothing or signage bearing any racist, indecent or obscene language or images or depicting any sort of political cause or affiliation;
 - (f) animals other than animals recognised as assistance animals under the *Disability Discrimination Act 1992* (Cth) (Supercars, acting reasonably, may request evidence that an animal is an assistance animal and/or is trained to meet standards of hygiene and behaviour that are appropriate for an animal in a public place);
 - (g) musical instruments, whistles, loud hailers, horns, bugles or other amplification equipment;
 - (h) flares, fireworks, laser pointers, or distress signals;
 - (i) prohibited or controlled weapons or firearms;
 - (j) vehicles, including any golf buggy, bicycle, skateboard, roller skates, roller blades or scooter;
 - (k) camera lenses with a physical length greater than 400mm, camera tripods, monopods and any other devices used for recording or transmitting information related to an Event for commercial purposes;
 - (l) flags, banners, signs larger than 180cm by 90cm in size or with handles longer than 50cm;
 - (m) public address system, electronic equipment, broadcast equipment or similar device which may interfere with broadcast equipment or similar device being used by Supercars or other persons authorised by Supercars in connection with the Event;

- (n) drones and other unmanned aerial vehicles (UAV);
 - (o) barbeques including, but not limited to, kettle barbeques, grills, smokers or portable barbeques; or
 - (p) any other dangerous item or good, substance, weapon or any items which are prohibited under applicable legislation.
14. Supercars may, at any time, require you to open for inspection any vehicle, bag, basket or other receptacle, or turn out your pockets in order to ensure your compliance with clause 13. Supercars reserves the right to refuse you entry to, or remove you from an Event, cancel or confiscate your Ticket if you fail to comply with this clause 14.

Event scheduling

15. Any timings or scheduling published or otherwise released by Supercars of races, practices, performances or other activities proposed to take place at an Event (**Scheduling**) are provisional and subject to change. Due to the nature of the Event, changes to Scheduling are not material changes which would entitle you to a refund, credit, exchange or other compensation.
16. Supercars makes no representations or warranties that:
- (a) any particular driver, team, performer or other personality, activity or other entertainment will compete, perform or otherwise appear at the Event; or
 - (b) you will be able to access any particular facility, attraction, activity or area during the Event.

Photography and recordings

17. Unless authorised or instructed by Supercars, you must not:
- (a) make any sound recordings, record any vision (**Recordings**), or take any photographic images at the Event for a commercial purpose; or
 - (b) disclose, broadcast, publish, reproduce or otherwise disclose official timing, results or other data relating to the Event.
18. You hereby assign all copyright and other intellectual property in any Recording you make or photographic image you take at the Event without the instruction or authorisation of Supercars.
19. You acknowledge that Supercars and third parties authorised by Supercars may make Recordings or take photographic images at the Event which feature you or your likeness. You hereby grant Supercars and such third parties permission to use such Recordings and images in any media and for any purpose without compensation or payment of any kind to you or the need to personally attribute you.

Warning and release

20. **WARNING – MOTOR SPORT ACTIVITIES, THE EVENT AND ACTIVITIES ASSOCIATED WITH THE EVENT ARE INHERENTLY DANGEROUS AND ACCIDENTS CAN HAPPEN. THERE IS SIGNIFICANT RISK OF AN ACCIDENT CAUSING INJURY, DISABILITY, DEATH OR PROPERTY DAMAGE OR ECONOMIC LOSS.**
21. Upon entering the Event, you provide this release to Supercars, the Confederation of Australian Motor Sport Ltd (Motorsport Australia), Federation Internationale de l'Automobile (FIA), MotorSport New Zealand, sponsor organisations, land owners and lessees, organisers of Events, their respective servants, officials, representatives and agents, and all other persons involved in the conduct, promotion and organisation of the Event including officials, marshals, rescue and medical staff, competitors and drivers (the **Associated Entities**):

Supercars 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 referred to this clause 21, I release 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 Associated Entities.

Warranties and liability

22. You acknowledge that you enter the Event at your own risk. Subject to clause 22(b) of these Conditions of Entry:

- (a) you release and indemnify Supercars against any loss, liability, damage, cost or expense whatsoever and howsoever arising (whether direct or indirect) resulting from, or in connection with, any claim threatened or made, or action brought against Supercars in respect of, or in connection with, your attendance at the Event and Supercars will not be liable to you in any way for such loss, liability, damage cost or expense; and
 - (b) to the extent permitted by law, no condition, warranty, right or liability whether express or implied applies to these Conditions of Entry, other than those conditions, warranties, rights and liabilities expressly set out in these Conditions of Entry
23. All sales or other issuance of Tickets is final and non-refundable unless required by applicable New Zealand law. Supercars reserves the right to not replace or accept any Ticket that has been lost.

COVID-19

24. You acknowledge that by attending the Event you may be exposed to the possibility of contracting the COVID-19 virus. Supercars and its employees, officers, volunteers, servants and agents make no guarantees, warranties, representations or other promises regarding the possibility of your exposure to, contracting, or transmitting COVID-19 while attending the Event.
25. With full knowledge of the risks associated with the COVID-19 virus, you:
- (a) voluntarily agree to attend the Event;
 - (b) assume all responsibilities and risks related to the COVID-19 virus attending the Event; and
 - (c) to the fullest extent permitted by law, acknowledge the risks associated with attending the Event, accept those risks voluntarily and release and discharge (on behalf of yourself and any associated third parties), Supercars, its employees, officers, volunteers, servants and agents, from any and all claims, expenses, demands, suits, damages, costs (including legal costs), loss and injury you or any associated third party (Costs) may suffer or sustain, to the fullest extent permitted by law, directly and indirectly in connection with, or related to, the COVID-19 virus, including but not limited to travel, transportation, accommodation, hospitality, third party costs and expenses, endorsements or sponsorships or any other third party arrangement and agree to hold Supercars, its employees officers, volunteers, servants and agents harmless in relation to such Costs.
26. Your entry to the Event is subject to you complying with all relevant federal and state government requirements, including, if applicable, in relation to your vaccination status. Supercars may also, at its sole discretion, impose requirements that Supercars reasonably considers are in the best interests of health and safety of others.
27. You agree to any conditions, controls, directions, plans, policies, notices, training or requirements issued by Supercars prior to or during the Event regarding COVID-19 precautionary and biosecurity measures. If you do not follow these requirements, Supercars may refuse you entry to, or remove you from an Event, cancel or confiscate your Ticket at its discretion at any time.
28. Supercars may refuse you entry to, or remove you from the Event, cancel or confiscate your Ticket to the Event if:
- (a) you test positive for COVID-19; or
 - (b) on the advice of a public health authority or medical advisor, Supercars reasonably considers it in the best interests of ensuring the safety of others.

Privacy

29. Supercars may collect personal information about you which is necessary for it to operate the Event and to help promote the Event and subsequent Supercars Events and related and similar events. You consent to the collection, storage, use and disclosure of your personal information in accordance with Supercars' Privacy Policy (www.supercars.com/privacy-policy), which contains information about how you may access and seek correction of your personal information, how you can complain about a breach of your privacy rights, and how a complaint will be dealt with.

General

30. Supercars may alter these Conditions of Entry if such changes are reasonably necessary to address safety issues or otherwise protect the legitimate interests of Supercars. Copies of the latest Conditions of Entry will be available at www.supercars.com.
31. Tickets remain the property of Supercars at all time.
32. The invalidity or illegality of a provision or any part of a provision in these Conditions of Entry shall not affect the validity of the remaining provisions of, or the valid and legal remainder of such provision of, these Conditions of Entry.
33. These Conditions of Entry are governed by the laws applicable in New Zealand. All disputes arising from or related to these Conditions of Entry will be submitted to the competent Court in New Zealand.