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## 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 Supercars Australia 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 18 (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 persons who hold any of the following current concession cards (who will be entitled to enter the Event using a concession Ticket):
  - (a) student cards for full-time secondary and full-time tertiary students;
  - (b) any of the following pensioner concession cards: Aged (AGE), Bereavement Allowance (BVA), Carer (CAR), Aged Blind (AGE BLIND), Parenting Payment (single)(PPS), Disability Support Pension (DSP), Disability Support Blind (DSP Blind), Partner Allowance (PTA), Sickness Allowance (SAL), Special Benefit (SPL), Widow Allowance (WDA), Widow Pension (WID), Wife Pension (WFA/WFD/WFW), Newstart Allowance over 60 years (NSW/NMA), Mature Age Allowance (MAA), Mature Age Partner Allowance (MPA), Newstart Allowance (NSA), Parenting Payment (PPP/PPS);
  - (c) Veteran cards;
  - (d) any of the following health care cards: Exceptional Circumstances Relief (DR), Sickness Allowance (SA), Special Benefit (SL), Farm Help Income Support (FFR), Newstart Allowance (NS), Youth Allowance (YA), Newstart Mature Age Allowance (NMA), Parenting Payment (single) (PPS), Low Income (LI), Carer Allowance (CD), Partner Allowance (PA), Mobility Allowance (MO), Widow Assistance (FA), Family Assistance (FA), Child Disability Allowance (CDA); and
  - (e) 'Totally and Permanently Incapacitated' and other Personal Treatment Entitlement cards issued by the Department of Veteran Affairs.
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. Children aged 13 to 17 (or another age as specified at the point of sale for a Ticket) at the time of entry into the Event may enter the event using a Junior 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.
7. 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.
8. 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

9. 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.
10. 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) or other Motor Racing/Sports legislation.
11. 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.
12. 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.
13. 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

14. 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:
    - i. 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); or
    - ii. for a person who lives in a major event area – the person’s pet pursuant to applicable Major Events legislation (Supercars, acting reasonably, may request evidence of person’s residence);
  - (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.
15. 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 14. 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 15.

## Event scheduling

16. 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.
17. 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

18. 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.
19. 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.
20. 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

21. **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.**

22. 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), promoters, 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 in each of clauses [Error! Reference source not found.](#)(a), [Error! Reference source not found.](#)(b) and [Error! Reference source not found.](#)(c), 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

23. You acknowledge that you enter the Event at your own risk. Subject to clause 23(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

(together, the **Modification of Rights**).

24. No Modification of Right will operate to the extent such modification would exclude, restrict or modify any condition, warranty, right or liability, including any liability under the *Competition and Consumer Act 2010* (Cth) (**the ACL**), in a manner which would render these Conditions of Entry or any provision of these Conditions of Entry void, illegal or unenforceable.

25. To the extent permitted by law, the total liability of the Associated Entities to you in relation to a breach of a statutory guarantee under the ACL will be limited in the manner set out in schedule 2, sections 64A(1) and 64A(2) of the ACL.

26. For the purposes of section 139A of the ACL, you acknowledge and agree:

- (a) your attendance at the Event is for the purposes of your own recreation, enjoyment or leisure;
- (b) your participation in any Recreational Activity (as defined in section 139A of the ACL) at the Event puts you at significant risk of physical or mental injury (including the acceleration or aggravation of any injury, disease or condition) or even death from a number of factors inherent in the Recreational Activities, including but not limited to vehicle collisions, heavy machinery, the emission of noxious fumes and/or loud noises, weather conditions and the conduct of other patrons;
- (c) you are responsible for assessing your own fitness to participate in the Recreational Activities and must seek medical advice if you are uncertain of such fitness;
- (d) you voluntarily attend the Event and participate in any Recreational Activities at the Event at your own risk despite knowledge of the risks outlined above; and
- (e) to the extent permitted by law, the Associated Entities exclude all liability to you for any loss or claim suffered by you in relation to any death or physical or mental injury (including the acceleration or aggravation of any such injury, disease or condition) which arises from or in connection with your or anyone else's participation in any Recreation Activities as a result of a breach by any Associated Entity of the guarantees under schedule 2, sections 60, 61 or 62 of the ACL (**Recreational Activity Exclusion**).

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## COVID-19

27. 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.
28. 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.
29. 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.
30. 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.
31. 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

32. Supercars may collect personal information (within the meaning of *Privacy Act 1988* (Cth)) 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](http://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

33. 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](http://www.supercars.com).
34. Tickets remain the property of Supercars at all time.
35. 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.
36. These Conditions of Entry are governed by the laws applicable in the State of New South Wales and both you and Supercars submit to the jurisdiction of the courts of that state.