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## ACCREDITATION TERMS AND CONDITIONS

These accreditation terms and conditions apply to all events conducted, promoted, or sanctioned by V8 Supercars Australia Pty Ltd and its related body corporate (**Supercars**), including the Supercars Championship, Bathurst 12 Hour and any other events in respect of which Supercars has issued you an accreditation pass (**Event**). By accepting and using a Supercars accreditation pass, the holder of the pass (**you**) agrees to be bound by the terms and conditions set out herein.

### Accreditation

1. The accreditation pass is issued to you personally and cannot be loaned, transferred, assigned or licensed to any other person.
2. The accreditation pass must be worn and prominently displayed at all times within the Event. You may be refused entry to, or directed to leave, an Event or particular area of an event if you fail to present your accreditation pass, proof of identity or ticket (if applicable) upon request by Event staff.
3. The accreditation pass remains the property of Supercars and must be returned upon Supercars' request. Applying for, or receiving, your accreditation pass does not guarantee that you will be entitled to retain it throughout the Event(s).
4. The accreditation pass must be maintained in good condition, not altered, damaged or destroyed.
5. You must notify Supercars in writing if your accreditation pass is lost or stolen. Supercars may, in its absolute discretion, issue replacement an accreditation pass and charge a replacement fee.
6. Your accreditation pass has been issued to you for the purpose of accessing the relevant Event(s) venue and/or performing agreed duties in relation to an Event(s). The accreditation pass must not be used for any other purpose, including to access (unless specifically authorised or instructed by Supercars):
  - (a) the Event(s) on days where you are not entitled or required to perform your duties; or
  - (b) a restricted area of the Event.

### Conduct

7. You must:
  - (a) comply with all ticketing and conditions of entry applicable to an Event, including the Supercars conditions of entry available at [www.supercars.com](http://www.supercars.com) or [www.bathurst12hour.com.au](http://www.bathurst12hour.com.au);
  - (b) abide by all directions given to you by Supercars and/or Event staff;
  - (c) if requested by Supercars, attend any safety induction; and
  - (d) not conduct yourself in a manner which brings Supercars, an Event or motorsport into disrepute.

8. Unless authorised or instructed by Supercars, you must not:
  - (a) carry out any activities at an Event(s) for a commercial purpose (whether directly or indirectly);
  - (b) carry or wear any political, promotional, advertising or other commercial material of whatever nature, which is visible at an Event(s);
  - (c) make any sound recordings, take any photographic images, or record any vision at an Event(s) for a commercial purpose; or
  - (d) disclose, broadcast, publish, reproduce or otherwise disclose official timing, results or other data relating an Event(s).

### **Release, Waiver, Assumption of Risk and Indemnity**

9. You enter the Event(s) at your own risk and accordingly 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 an Event(s).
10. You also acknowledge and agree to the terms of the Release, Waiver, Assumption of Risk and Indemnity set out as Annexure 1.

### **Privacy**

11. 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.

### **Cancellation and Suspension**

12. If you fail to comply with these accreditation terms and conditions, Supercars may, at its sole discretion, cancel or suspend your accreditation and refuse you entry to, or direct you to leave, an Event or area of that Event.
13. The suspension or cancellation of accreditation by Supercars and your eviction from an Event, is without prejudice to any other rights or remedies that Supercars may have against you or the company, organisation or business that you represent. Cancellation, revocation and eviction may also impact on rights to accreditation for you and your company, organisation, or business at future Events(s).

### **General**

14. The dates and times of an Event may change without notice to you and Supercars is not liable to you for any loss or damage you suffer as a result.
15. Supercars may alter these terms and conditions at any time if such changes are reasonably necessary to address safety issues or otherwise protect the legitimate interests of Supercars.

16. Supercars may choose not to enforce a term of this document in some cases in its absolute discretion without affecting its right to enforce that term in other cases or its right to enforce other terms of this document.
17. This document is governed by the law applicable in the State of New South Wales and each party submits to the jurisdiction of the courts of that state.

## COVID-19

18. You acknowledge that by attending an Event(s) 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 an Event(s).
19. With full knowledge of the risks associated with the COVID-19 virus, you:
  - (a) voluntarily agree to attend an Event(s);
  - (b) assume all responsibilities and risks related to the COVID-19 virus attending an Event(s); and
  - (c) to the fullest extent permitted by law, acknowledge the risks associated with attending an Event(s), 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.
20. Your entry to an Event(s) 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.
21. You agree to any conditions, controls, directions, plans, policies, notices, training or requirements issued by Supercars prior to or during the Event(s) regarding COVID-19 precautionary and biosecurity measures. If you do not follow these requirements, Supercars may deny, cancel or suspend your accreditation at its discretion at any time.
22. Supercars may cancel or suspend your accreditation to an Event(s) 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.

## Annexure 1

### Release, Waiver, Assumption of Risk and Indemnity

**This is an important document which affects your legal rights. Reading the document in its entirety and obtaining legal advice is recommended.**

### **RISK WARNING AND ASSUMPTION OF RISK**

Motorsport Activities are inherently dangerous recreational activities and there is significant risk of injury, disability or death.

If you do not wish to be exposed to such risks, then you should not participate in the Motorsport Activities.

You acknowledge that the risks associated with attending or participating in Motorsport Activities include but are NOT LIMITED to the risk that You may suffer harm as a result of:

23. motor vehicles (or parts of them) colliding with other motor vehicles or persons or property;
24. other participants acting dangerously or with lack of skills;
25. high levels of noise exposure;
26. acts of violence and other harmful acts (whether intentional or inadvertent) committed by persons attending or participating in the event; and
27. the failure or unsuitability of facilities (including grand-stands, fences and guard rails) to ensure Your safety.

### **EXCLUSION OF LIABILITY, RELEASE & INDEMNITY**

In exchange for being able to attend or participate in the Motorsport Activities, You agree:

1. to release Motorsport Australia and the Entities to the extent that any or all of them are providing Recreational Services from all liability for:
  - (a) your death;
  - (b) any physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
  - (c) the contraction, aggravation or acceleration of a disease;
  - (d) 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:
    - (i) that is or may be harmful or disadvantageous to You or the community; or
    - (ii) that may result in harm or disadvantage to You or the community, howsoever arising from Your participation in or attendance at the Motorsport Activities;

2. to indemnify and hold harmless and keep indemnified the Entities to the maximum extent permitted by law in respect of any Claim by any person; and
3. to attend at or participate in the Motorsport Activities at your own risk.

You understand that:

1. nothing in this document excludes, restricts or modifies any rights that You may have as a result of significant personal injury that is caused by the Reckless Conduct of the Entities as the supplier of the Motorsport Activities / Recreational Services;
2. nothing in this document prevents the Entities from relying on any laws (including statute and common law) that limit or preclude their liability;
3. nothing in this document excludes any term or guarantee which under statute cannot be excluded; however, the liability of the Entities is limited to the minimum liability allowable by law;
4. nothing in this document precludes You from making a claim under a Motorsport Australia insurance policy where You are expressly entitled to make a claim under that insurance policy; and
5. Motorsport Australia has arranged some limited personal injury insurance coverage which may provide You with some protection for loss, damage or injury that You may suffer during Your participation in the Motorsport Activities. However, You acknowledge and accept that the insurance taken out by Motorsport Australia may not provide You with full indemnity for loss, damage or injury that You may suffer during Your participation in the Motorsport Activities, and that You may have to pay the excess if a Claim is made under an insurance policy on Your behalf. You agree that Your own insurance arrangements are ultimately Your responsibility and You will arrange any additional coverage at Your expense after taking into account Motorsport Australia insurance arrangements, this document and Your own circumstances.

*Where Motorsport Activities are held in the following jurisdictions, You acknowledge that You have also read and accepted the following warnings:*

### **WARNING APPLICABLE IN RELATION TO MOTORSPORT ACTIVITIES UNDER COMMONWEALTH LAWS**

Under Australian Government Consumer Law (which is part of the Competition and Consumer Act 2010 (Commonwealth)), several guarantees are implied into contracts for the supply of certain goods and services. I agree that the application of all or any of the provisions of Subdivision B of Division 1 of Part 3-2 of Australian Consumer Law (i.e. guarantees relating to the supply of services), the exercise of rights conferred by those provisions, and any liability of Motorsport Australia and the 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 me as a result of the reckless conduct of Motorsport Australia and the Entities.

## **WARNING APPLICABLE IN RELATION TO MOTORSPORT ACTIVITIES HELD IN VICTORIA**

### **WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012:**

Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to you:

- are rendered with due care and skill;
- are reasonably fit for any purpose which you either expressly or by implication, make known to the supplier; and
- might reasonably be expected to achieve any result you have made known to the supplier.

Under section 22 of the Australian Consumer Law and Fair Trading Act 2012 (Vic), the supplier is entitled to ask you to agree that these conditions do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the Australian Consumer Law and Fair Trading Act 2012 if you are killed or injured because the services were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.

**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 the 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 and section 22(3) (b) of the Australian Consumer Law and Fair Trading Act 2012.

## **WARNING APPLICABLE IN RELATION TO MOTORSPORT ACTIVITIES HELD IN SOUTH AUSTRALIA**

### **Your rights:**

Under sections 60 and 61 of the Australian Consumer Law (SA), if a person in trade or commerce supplies you with services including recreational services), there is:

- a statutory guarantee that those services will be rendered with due care and skill;
- a statutory guarantee that those services, and any product resulting from those services, will be reasonably fit for the purpose for which the services are being acquired (as long as that purpose is made known to the supplier); and
- a statutory guarantee that those services, and any product resulting from those services, will be of such a nature, and quality, state or condition, that they might reasonably be expected

to achieve the result that the consumer wishes to achieve (as long as that wish is made known to the supplier or a person with whom negotiations have been conducted in relation to the acquisition of the services.

#### **Excluding, Restricting or Modifying Your Rights:**

Under section 42 of the Fair Trading Act 1987 (SA), the supplier of recreational services is entitled to ask you to agree to exclude, restrict or modify his or her liability for any personal injury suffered by you or another person for whom or on whose behalf you are acquiring the services (a third party consumer). If you sign this form, you will be agreeing to exclude, restrict or modify the supplier's liability with the result that compensation may not be payable if you or the third party consumer suffer personal injury.

#### **Important:**

You do not have to agree to exclude, restrict or modify your rights by signing this form. The supplier may refuse to provide you with the services if you do not agree to exclude, restrict or modify your rights by signing this form. Even if you sign this form, you may still have further legal rights against the supplier. A child under the age of 18 cannot legally agree to exclude, restrict or modify his or her rights. A parent or guardian of a child who acquires recreational services for the child cannot legally agree to exclude, restrict or modify the child's rights.

#### **Agreement to exclude, restrict or modify your rights:**

You agree that the liability of Motorsport Australia and the Entities for any personal injury that may result from the supply of the recreational services that may be suffered by You (or a person for whom or on whose behalf You are acquiring the services is excluded. Further information about your rights can be found at [www.cbs.sa.gov.au](http://www.cbs.sa.gov.au)

## **DEFINITIONS**

**Claim** means and includes any action, suit, proceeding, claim, demand or cause of action however arising including but not limited to negligence, BUT does NOT include a claim under a Motorsport Australia insurance policy by any person expressly entitled to make a claim under that insurance policy;

**Entities** means event and competition organisers/promoters/managers, land and track owners/managers/administrators/lessees, Motorsport Australia affiliated clubs, state and territory governments and insured listed in Motorsport Australia's public/product/professional indemnity insurance policies and each of their related bodies corporate (including their related bodies corporate) and each of their organs and agencies, officers/president/directors/executives, employees, servants, agents, partners, providers, members, competitors, drivers, co-drivers, navigators, officials, crew members, pit crew, delegates, licence holders, representatives, commissions, committees, advisers, trustees, councils, panels, shareholders, volunteers, officials, appointees, delegated bodies and sponsors.

**Motorsport Activities** means any motorsport activities or Recreational Services which are permitted or approved which Motorsport Australia regulates or administers or otherwise under the responsibility / control of Motorsport Australia;

**Motorsport Australia** means the Confederation of Australia Motor Sport Ltd. trading as Motorsport Australia;

**Reckless Conduct** means conduct where the supplier of the recreational services is aware, or should reasonably have been aware, of a significant risk that the conduct could result in personal injury to another person and engages in the conduct despite the risk and without adequate justification;

**Recreational Services** means (unless otherwise defined in this document) services that consist of participation in:

1. a sporting activity; or
2. a similar leisure time pursuit or any other activity that:
  - (a) involves a significant degree of physical exertion or physical risk; and
  - (b) is undertaken for the purposes of recreation, enjoyment or leisure.