

---

## Corporate Experiences – Conditions of Booking and Entry

The following conditions (**Corporate Experiences Conditions**) apply to the booking of all corporate experience suites conducted by V8 Supercars Australia Pty Ltd and its related body corporate (**Supercars**) within the precinct of an Event (**Suite**) as well as all persons attending any Suite. Any person booking or attending a Suite (**you**) agrees to be bound by the Corporate Experiences Conditions. These Corporate Experiences Conditions are supplementary to any Conditions of Entry applicable to the Event and the MySupercars Membership Terms and Conditions. In these Corporate Experiences Conditions, Event means all events conducted, promoted, or sanctioned by Supercars (**Event**).

### Bookings

1. Bookings for a Shared Suite or Private Suite (as defined in the Supercars Corporate Experiences Booking Form(s)) (**Booking**) must be made by:
  - (a) completing and submitting the designated booking form to Supercars; or
  - (b) purchasing online at <https://www.supercars.com/hospitality>.
2. By submitting a Booking to Supercars, you warrant that you are authorised to make the Booking on behalf of the party set out in the relevant booking form.

### Payment

3. The total fee payable for a Suite booking made pursuant clause 1(b) must be paid up front at the time of booking by credit card.
4. A 50% deposit of the total fee payable, or a lesser amount as determined by Supercars in its absolute discretion, for a Suite booking (**Deposit**) made pursuant to clause 1(a) is payable:
  - (a) no later than 90 days prior to the date of the Event for private Suites; and
  - (b) no later than 60 days prior to the date of the Event for shared Suites.
5. Suite bookings will not be confirmed until Supercars provides written confirmation that it has received a Deposit in respect of that Suite.
6. The total fee payable for a Suite booking made pursuant to clause 1(a) must be paid up front at the time of booking for:
  - (a) Private Suites booked within 90 days of the Event; and
  - (b) Shared Suites booked within 60 days of the Event.
7. Supercars will not issue any ticket or pass granting access to a Suite (**Ticket**) to any guests unless and until:
  - (a) full payment in respect of that Suite booking has been received by Supercars; and
  - (b) for Private Suites, catering has been purchased from the Event appointed caterer.

### Refunds

8. Supercars will only provide you with a refund in respect of a Suite booking purchased by you:
  - (a) in accordance with clause 12;
  - (b) if the Event or Suite booking is cancelled (other than by you), rescheduled or materially relocated;
  - (c) as otherwise required by law (including the Australian Consumer Law); or
  - (d) if in Supercars' absolute discretion, it determines to give you a refund due to exceptional circumstances beyond your control (**Exceptional Circumstances Refund**).
9. Applications for refunds for Exceptional Circumstances Refunds must be submitted in writing to – [corporateexperiences@supercars.com](mailto:corporateexperiences@supercars.com).
10. If the Event or Suite booking is cancelled (other than by you) or rescheduled, or if Supercars is otherwise required by law to issue you a refund, to the extent permitted by law, Supercars liability to you will be limited to the amount for which you paid for any Ticket.

### Cancellation

11. Subject to clause 8(b), Supercars reserves the right to cancel or reschedule a Suite Booking or Event from time to time at its discretion.
12. Subject to clause 8, if you cancel a Suite booking:
  - (a) no later than 60 days prior to the Event for a Shared Suite and no later than 90 days prior to the Event for a Private Suite, Supercars will retain your Deposit;
  - (b) within 90 days prior to the Event for a Private Suite, Supercars will retain 100% of the total fee payable in respect of the booking;

- (c) within 60 days but not later than 30 days prior to the Event for Shared Suites, Supercars will retain your Deposit and you will be liable to pay 50% of the total fee payable in respect of the booking; or
  - (d) within 30 days of the Event for Shared Suites, Supercars will retain your Deposit and you will be liable to pay the remainder of the total fee payable in respect of the booking.
13. If you cancel a Suite booking by providing written notice to Supercars and have paid any amounts payable in respect of that booking, Supercars will issue you a refund for any amounts you are not liable to pay based on when the cancellation is made in accordance with the timeframes specified above in clause 12.

#### **Tickets**

14. Your Ticket is issued to you personally and cannot be resold, loaned, transferred, assigned or licensed to any other person or used for promotional purposes without authorisation by Supercars. You must have a MySupercars account to receive your Ticket. Supercars may cancel any Ticket without refund to you which is dealt with in a way that breaches this clause 14.
15. Your Ticket provides you with a conditional licence to enter the Suite stated on your Ticket for a limited period of time. You must not enter or remain at that Suite outside of those times.
16. Your Ticket does not provide you with access to the Event. Your entry to the Event is subject to you holding a separate valid ticket, pass, credential or other entry authorisation providing admission to the Event.
17. You may be refused entry to, or directed to leave, the Suite if you fail to present your Ticket upon request by Supercars and/or Event staff.
18. Tickets remain the property of Supercars at all time.

#### **Catering**

19. Catering must be purchased from the Event appointed caterer for all Private Suites for all days that ticket holders will be attending the Private Suite. For the avoidance of doubt, Private Suites cannot be occupied by ticket holders without catering and viewing only is not permitted.

#### **Suite Fit-Out**

20. The fit-out for all Private Suites shall adhere to standard specifications. Any modifications or upgrades to the standard fit-out of Private Suites must be completed by Supercars' preferred suppliers at the expense of the person making the Booking.

#### **Conduct and Safety**

21. By making a booking for a Suite, you acknowledge that you are fully responsible for your own conduct as well as the conduct of any other guests attending the Suite pursuant to the booking.
22. 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 (including but not limited to the Suites).
23. 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.
24. Supercars reserves the right to refuse you entry to, or remove you from a Suite, cancel or confiscate your Ticket or take any other action which Supercars considers appropriate if;
- (a) you are in breach of these Corporate Experiences Conditions;
  - (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 a Suite;
  - (e) you do not comply with the minimum dress code;
  - (f) you are in breach of the no smoking requirement implemented by Supercars;
  - (g) you bring, or arrange, your own supply of food and beverages for the Suite other than through the Event appointed caterer;
  - (h) Supercars receives a direction to do so from law enforcement agencies; or
  - (i) Supercars reasonably believes that your conduct negatively impacts, or has the potential to negatively impact the safety, security or comfort of other Suite patrons or staff.
25. Persons under the age of 12 are not permitted to enter any Shared Suites. Certain sections of Shared Suites, such as lounges, are restricted to persons 18 and over.

26. Persons under the age of 18 are permitted in Private Suites at the discretion of the person making the Private Suite booking, provided such persons:
- (a) hold a valid ticket; and
  - (b) are accompanied by a parent or guardian (over the age of 18) at all times.

#### **Warranties and liability**

27. You acknowledge that you enter the Suite at your own risk. Subject to clause 28 of these Corporate Experiences Conditions:
- (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 booking and/or attendance at the Suite 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 Corporate Experiences Conditions, other than those conditions, warranties, rights and liabilities expressly set out in these Corporate Experiences Conditions.
- (together, the **Modification of Rights**).
28. 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 Corporate Experiences Conditions or any provision of these Corporate Experiences Conditions void, illegal or unenforceable.
29. To the extent permitted by law, the total liability of Supercars to you in relation to a breach of a statutory guarantee under the ACL will be limited in the manner set out in sections 64A(1) and 64A(2) of the ACL.

#### **Use of Intellectual Property**

30. Unless expressly authorised by Supercars, You acknowledge that no right is granted to you to use any of Supercars' intellectual property, including any of its names, marks or logos, whether registered or unregistered and whether or not such use is for a commercial purpose.

#### **Privacy**

31. Supercars may collect personal information (within the meaning of *Privacy Act 1988* (Cth)) about you which is necessary for it to operate the Suite and 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**

32. Information published by Supercars on [www.supercars.com](http://www.supercars.com) or published by Supercars within any Suite booking form regarding Suite booking and attendance forms part of these Corporate Experiences Conditions (**Suite Information**). In the event of any inconsistency between these Corporate Experiences Conditions and Suite Information, these Corporate Experiences Conditions will prevail to the extent of that inconsistency.
33. Supercars may alter these Corporate Experiences Conditions if such changes are reasonably necessary to address safety issues or otherwise protect the legitimate interests of Supercars. Copies of the latest Corporate Experiences Conditions will be available at [www.supercars.com](http://www.supercars.com) and at the Event.
34. The invalidity or illegality of a provision or any part of a provision in these Corporate Experiences Conditions shall not affect the validity of the remaining provisions of, or the valid and legal remainder of such provision of, these Corporate Experiences Conditions.
35. These Corporate Experiences Conditions 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.