

## MYSUPERCARS MEMBERSHIP TERMS AND CONDITIONS

These terms and conditions (***Terms and Conditions***) apply to all Members and individuals registering for a Membership. By registering to become, or being, a Member, you (***you***) agree to be bound by these Terms and Conditions.

These Terms and Conditions are between you and V8 Supercars Australia Pty Ltd and its affiliates (***Supercars, we, us*** or ***our***). Your Membership and benefits are governed by these Terms and Conditions and the [Supercars Digital Properties Terms of Use](#) (together, these ***Terms***). These Terms and Conditions constitute the entire agreement between you and us relating to your Membership. In the event of a conflict between these Terms and Conditions and the [Supercars Digital Properties Terms of Use](#), these terms will prevail. Please read these Terms carefully.

Please review our [Supercars Privacy Policy](#) and [Privacy Collection Statement](#) to understand how we collect and process your personal information.

### Registration

1. Individuals aged 18 years or older can register for a Membership via the [Supercars website](#) or using the Supercars App. Instructions on how to register for a Membership form part of these Terms and Conditions.
2. Supercars will notify you after you complete the registration process whether your registration is accepted. Supercars may refuse to process any registration in its absolute discretion. Incomplete registrations will not be processed.

### Membership Fees

#### ***Payment***

3. Certain tiers of Membership require payment of a Membership Fee and your Membership for such tiers will not commence until Supercars receives full payment of your applicable Membership Fee.
4. Subject to these Terms and Conditions, Membership Fees are non-refundable.

#### ***Term of Membership***

5. Subject to these Terms and Conditions, your Membership will commence upon the date of the acceptance of your registration and will continue until 30 November 2024.

#### ***Membership Fees***

6. The current membership fees, the available membership models and duration of the membership(s) are stated [www.supercars.com/memberships](http://www.supercars.com/memberships). From time to time, we may offer different membership programs, and the fees and terms for such different memberships may vary. You will find details about the membership model you are subscribed to, the applicable membership fee and the next due date in your account. The Membership fee is non-refundable except as expressly set forth in these Terms.

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***Autorenewal/Payment***

7. Unless you notify us before the next due date of your membership fee that you do not want to automatically renew your membership at this date or cancel your membership autorenewal in your Supercars customer account, you understand it will automatically continue and you authorize us to charge the then-applicable periodic membership fee using your preferred payment method.

***Payment method***

8. If your preferred payment method becomes invalid during your membership period, or if the charge is refused for any other reason outside our control, you authorize us to use any other payment method we have on file in your Supercars customer account. If all your payment methods on file are declined, you must provide us a new eligible payment method within 30 days, if you have an annual membership, or within 6 days, if you have a monthly membership. If you fail to provide a new eligible payment method with the applicable time period your membership will be cancelled.

***Cancellation by you and refunds***

9. You may cancel your Membership any time by visiting your account and adjusting your membership settings. Memberships redeemed through a promotional code or gift card are not refundable.

***Promotions and trial memberships***

10. From time to time, we may offer certain customers specific trial or other promotional memberships, which are subject to these Terms except as otherwise stated in the promotional membership terms. Trial and promotional members may, at any time, choose to cancel their trial or promotional memberships through your account. Unless cancelled during the relevant trial or promotional period, you will continue to paid or non-promotional membership at the end of any promotional or trial period.

***Acceptance or refusal of membership***

11. We reserve the right to accept or refuse your membership (e.g. where we identify fraudulent activity on your account), to the extent permitted by applicable law.

***No transfer or assignment of membership or benefits***

12. You may not transfer or assign your Membership or any MySupercars benefits including promotion codes for memberships or benefits, except as expressly allowed in these Terms.

**Membership Benefits**

***General***

13. MySupercars is a membership program offering multiple benefits and services to its members as set out in these Terms (collectively ***MySupercars Service***).
14. Your Membership entitles you to a selection of benefits as specified by Supercars during the Membership Period. Your entitlements will vary depending on the tier of your Membership. See [www.supercars.com/memberships](http://www.supercars.com/memberships) for details.s

15. Use or redemption of some benefits may be subject to further terms and conditions in addition to these Terms and Conditions, including benefits offered or administered by third parties.
16. Your Membership may entitle you to access to certain restricted areas at an Event. You acknowledge that such restricted areas may be subject to capacity limits and your access to those areas is not guaranteed.

#### ***Trackside Benefits***

17. You may be entitled to participate in certain activities located in or around a racetrack at an Event as a result of your Membership. You must comply with all reasonable directions and requirements issued by Supercars in relation to such activities. Your participation in such activities may also be subject to you signing a legal release in a form determined by Supercars in its absolute discretion. Supercars reserves the right to refuse to allow you to take part in any or all aspects of such an activity, if Supercars determines, in its absolute discretion, that you are not in the mental or physical condition necessary to be able to safely participate in the activity.

#### ***Membership Cards***

18. Any Membership Card issued to you is issued to you on a personal basis. You must not use a Membership Card for a commercial purpose.
19. Certain benefits offered as part of your Membership may only be redeemable by you upon presentation of your Membership Card. You may be unable to redeem such benefits if you are unable to present your Membership Card at the time of redemption.

#### ***Access to Events***

20. Unless specified by Supercars, you acknowledge that your Membership Card does not provide you with access to any Events and your entry to an Event is subject to you holding a separate valid ticket, pass, credential or other entry authorisation providing admission to that Event.
21. As a condition of your Membership, you must comply with any conditions of entry applicable to any Events you attend, including the Supercars conditions of entry available at [www.supercars.com](http://www.supercars.com).

#### ***Supercars Digital Properties***

22. Your Membership may entitle you to access certain Supercars Digital Properties. You must comply with the [Supercars Digital Properties Terms of Use](#) as updated from time to time and available on the [Supercars website](#) when accessing, using or downloading any such Supercars Digital Properties.
23. Supercars provides no warranty, guarantee or representation in relation to the availability, uptime or performance of the Supercars Digital Properties. Supercars will use reasonable efforts to provide you with the Supercars Digital Properties, however you acknowledge that your access to certain properties may be impacted from time to time due to reasons such as technical difficulties, updates, maintenance or software or infrastructure updates. To the extent permitted by law, Supercars will not be liable to you as a result of any such access changes.

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**MySupercars Track + Pass Terms and Conditions**

24. The following provisions apply to the issue and use of a MySupercars Track + Pass (**Pass**). Any person issued with, and/or using, a Pass agrees to be bound by clauses 25 to 36 set out below.
25. Your Pass is issued to you personally and cannot be loaned, transferred, assigned, sold or licensed to any other person.
26. Your Pass is issued to you for the purpose of allowing you access to the designated paddock area of the Events specified on the back of your Pass (**Paddock**). You acknowledge that your Pass does not provide you with access to the Events and your entry to each Event is subject to you holding a separate valid ticket, pass, credential or other entry authorisation providing admission to that Event.
27. Your Pass remains the property of Supercars at all times.
28. You acknowledge that the Paddock may be subject to capacity limits and your access to the Paddock at an Event is not guaranteed.
29. You must wear your Pass prominently at all times within the Paddock. You may be refused entry to, or directed to leave, the Paddock if:
  - (a) you fail to present your Pass, proof of identity or ticket upon request by Event staff; or
  - (b) your Pass is destroyed or altered or damaged to an extent that prevents verification of its authenticity.
30. Supercars may, in its absolute discretion, issue a replacement Pass and charge a replacement fee.
31. While in the Paddock, 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); and
  - (b) abide by all directions given to you by Supercars and/or Event staff.
32. 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).
33. You also acknowledge and agree to the terms of the Release, Waiver, Assumption of Risk and Indemnity set out as Annexure 1.
34. If you fail to comply with clauses 25 to 36, Supercars may, at its sole discretion, cancel or suspend your Pass and refuse you entry to, or direct you to leave, the Paddock or the Event.
35. The suspension or cancellation of a Pass by Supercars and your eviction from the Paddock or 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 your rights to a Pass at future Events(s).

36. 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.

## Personal Information

37. When you register for a Membership, we will collect certain registration information from you. Such information may include, but is not limited to, your name, contact details and Supercars-related preferences.
38. We may use the information collected to provide you with the Membership benefits, administer and manage your Membership and the Program and for our own business and administrative purposes (including the purposes set out in our [Privacy Collection Statement](#)). We will deal with any personal information we collect about you in accordance with the [Supercars Privacy Policy](#).
39. By registering for a Membership, you consent to Supercars collecting, using, storing and disclosing your personal information (within the meaning of the *Privacy Act 1988* (Cth)) in accordance with our Privacy Collection Statement and our Supercars Privacy Policy, which also 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.
40. You must provide us with complete and up-to-date registration information, as requested. It is your responsibility to inform us of any changes to your registration information.

## Liability

41. To the extent permitted by law and subject to clause 42:
- (a) you acknowledge that use of any benefits provided as part of your Membership is at your own risk;
  - (b) Supercars provide no warranty or representation of any kind, expressed or implied in relation to the Membership, or Program, including (but not limited to) any representations of accuracy or completeness or implied warranties of fitness for any particular purpose or non-infringement; and
  - (c) Supercars is not responsible to you or any other person for any cost, damage, expense or loss (whether direct or indirect) that is or may be incurred as a result of your use of the Supercars Digital Properties or your reliance on any information contained on them,  
  
(together, the **Modification of Rights**).
42. 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 Terms and Conditions or any of its provisions void, illegal or unenforceable.
43. To the extent permitted by law, the total liability of us 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.

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## Changes to MySupercars

44. Supercars reserves the right to make changes to the Program at any time and for any reason, including:
  - (a) removing benefits or features from Membership tiers without Membership Fees;
  - (b) making existing functionality available via Membership tiers without Membership Fees available only to Membership tiers with Membership Fees or otherwise subject to payment; or
  - (c) subject to clause 46, modifying or discontinuing certain Membership tiers.
45. Use of new or modified features of Memberships may be subject to further terms and conditions in addition to these Terms and Conditions.
46. If Supercars discontinues the Membership tier for which you are a Member during your Membership Period, Supercars will refund you a pro-rated portion of the Membership Fee paid by you (as applicable), commensurate to the unused period of your Membership after such discontinuation. Supercars will contact you via the contact details provided by you to process such refund.
47. Supercars may change these Terms and Conditions at any time in its absolute discretion. Supercars will make the latest version of these Terms and Conditions available on the [Supercars website](#).
48. Your continued membership and use of the benefits after any such change constitutes your acceptance of the change. If you do not agree to any changes, you must cancel your membership in accordance with these Terms.
49. Any changes implemented by Supercars will not affect your rights to cancel your membership autorenewal at any time.
50. Where we make a materially adverse change to these Terms or the MySupercars Service, as reasonably determined by us, we will provide you with prior written notice via email or reasonably substitutable means.
51. Any increase in the applicable Membership fee will not apply before the end of your current membership period.
52. If any change to these Terms is found invalid, void, or for any reason unenforceable, that change is severable and does not affect the validity and enforceability of any remaining changes or conditions.

## Termination or suspension of Membership

53. Supercars may terminate or suspend your Membership at any time, with or without notice, if you breach these Terms and Conditions. Subject to these Terms and Conditions, Supercars will have no further liability to you in relation to your Membership after such termination.
54. The suspension or termination of your Membership by Supercars is without prejudice to any other rights or remedies that Supercars may have against you. Termination or suspension may also impact your ability to become a Member in future.

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## Events Beyond our Reasonable Control

55. Supercars will not be held responsible for any delay or failure to comply with its obligations under these Terms if the delay or failure arises from any cause which is not foreseeable and beyond its reasonable control.

## Governing Law

56. These Terms and Conditions are governed by the laws in force in New South Wales, Australia. You submit to the non-exclusive jurisdiction of the courts of New South Wales, Australia and the courts of appeal from them.

## Contact Details

57. For general inquiries: [memberships@supercars.com](mailto:memberships@supercars.com)
58. Address for service of notices for Supercars:
- Legal Department*
- V8 Supercars Australia Pty Ltd*
- Level 34, Suite 2, 100 Miller Street, North Sydney NSW 2060*

## Definitions

59. In these Terms and Conditions:
- Events** means any event held, promoted and/or sanctioned by Supercars, including any round of the Supercars Championship.
- Member** means a member of the 'MySupercars' membership program (**Program**).
- Membership** means a Member's membership to the Program.
- Membership Card** means any card, certificate or other form of certification of Membership, whether physical or digital, issued to you by Supercars.
- Membership Fee** means the fee payable by you for your Membership.
- Supercars** means Racing Australia Consolidated Enterprises Ltd and each of its related companies and subsidiaries, including V8 Supercars Holdings Pty Ltd, V8 Supercars Australia Pty Ltd, V8 Supercar Events Pty Ltd and V8 Supercar Television Pty Ltd.
- Supercars Digital Properties** means the digital product/s and/or service/s supplied by the Supercars which you apply for, purchase, subscribe to, use or interact with, including (without limitation) the [Supercars website](#) and the Supercars' mobile application (**Supercars App**).