

Bathurst 1000 Campgrounds Conditions of Sale and Entry

The following conditions (*Campground Conditions*) apply to all persons entering any campground located within the precinct of the Event (*Campgrounds*), the supply of any ticket, pass, credential or other entry authorisation providing admission to any part of the Campgrounds (*Ticket*). Any person purchasing a Ticket, using a Ticket to access the Campgrounds, or otherwise accessing the Campgrounds (*you*) agrees to be bound by the Campground Conditions. In these Campground Conditions, Supercars means V8 Supercars Australia Pty Ltd and its related body corporate (*Supercars*) and Event means the Bathurst 1000 event conducted by Supercars (*Event*).

Tickets

- 1. Your Ticket is issued to you personally and cannot be resold, loaned, transferred, assigned or licensed to any other person without authorisation by Supercars. Supercars may cancel any Ticket without refund to you which is dealt with in a way that breaches this clause 1.
- 2. Your Ticket provides you with a conditional licence to enter the Campground stated on your Ticket for a limited period of time. You must not enter or remain at that Campground outside of those times.
- 3. 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, as well as complying with any conditions of entry applicable to the Event.
- 4. You may be refused entry to, or directed to leave, the Campgrounds if you fail to present your Ticket upon request by Supercars and/or Event staff.
- 5. Supercars reserves the right to limit the number of Tickets you can purchase. Supercars may, in its absolute discretion, cancel any Tickets purchased by you if it determines you have purchased an amount of Tickets exceeding the stated Ticket limit.
- 6. Tickets remain the property of Supercars at all time.

Campsites

- 7. You must not camp, place and/or leave property (*Camp*) at any campsite other than the campsite specified on your Ticket (*Campsite*).
- 8. The maximum number of people permitted to Camp on your Campsite is eight (8).
- 9. You must not enter any other campsite in the Campgrounds unless authorised by ticketholders of that campsite.
- 10. Supercars reserves the right to relocate or alter the dimensions or shape of your Campsite due to operational and/or safety issues including but not limited to extreme weather events, fire or natural disasters. If Supercars relocates your Campsite, or alters your campsite in a material way, Supercars will, where possible, offer you an alternative Campsite for the period of the booking at no additional cost to you. Supercars will refund the fees for all the unused portion of your booking if you decline such an offer, or if Supercars is unable to offer an alternative Campsite. Supercars will not be liable for any other losses incurred by you as a result of the relocation or alteration, including the cost of any travel or accommodation expenses.

Refunds and event cancellation

- 11. Supercars will only provide you with a refund for Tickets purchased by you if:
 - (a) the Event is cancelled, rescheduled or materially relocated;
 - (b) as otherwise required by law (including the Australian Consumer Law); or



- (c) if in Supercars' absolute discretion, it determines to give you a refund due to exceptional circumstances beyond your control (*Exceptional Circumstances Refund*).
- 12. Applications for refunds for Exceptional Circumstances Refunds must be submitted in writing to camping@supercars.com.
- 13. For the avoidance of doubt, Supercars will not offer you a refund for a change of mind by you.
- 14. If the Event is cancelled 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.

Conduct

- 15. You must abide by the directions of Supercars and/or Event staff, police, Event security or any person appointed as an authorised person under any relevant legislation or instrument at all times whilst in the Campgrounds.
- 16. Unless expressly authorised by Supercars, You must not:
 - (a) do anything or conduct yourself in a way which, or which has the potential to;
 - i. unreasonably interfere with the security or comfort of other Campgrounds attendees or obstruct any Supercars staff, Event staff, police and/or Event security;
 - ii. adversely affect the safety of Campground attendees, Supercars staff and/or Event staff; or
 - (b) damage or deface any part of the Campgrounds or any other person's property;
 - (c) use racist , indecent or obscene language or threatening or insulting words or otherwise behave in a threatening, abusive, riotous, indecent or insulting manner;
 - (d) become intoxicated, use banned drugs or supply alcohol to minors
 - (e) enter any restricted area;
 - (f) carry out any commercial or political activity within the Campgrounds, including offering goods or services for sale;
 - (g) conduct surveys or opinion polls;
 - (h) litter;
 - (i) engage in any criminal activity;
 - use any items or materials to cordon off or "reserve" any space within the Campgrounds outside of your Campsite that encroaches on viewing and/or access areas;
 - use any items or materials to cordon off any part of the perimeter of your Campsite which exceed 1.2 meters in height;
 - (I) erect any flagpole, structure or other item which exceeds 4 meters in height; or
 - (m) ignite any flare, firework, explosive or smoke bomb;
 - (n) ignite or have any fire burning on the Campgrounds, unless:
 - i) the fire is contained within a metal barrel, drum or equivalent vessel on your Campsite; and
 - ii) the fire rating for the Central Ranges region is not classified as Extreme or Catastrophic (as determined by the NSW Rural Fire Service) at the time of ignition and burning.



- (o) Erect a gazebos or paint any associated line markings prior to when camping opens from 9am on Saturday October 4. Any gazebos or markings within the Event Precinct prior to this time will be removed. You must ensure no noise is emitted from your Campsite which is audible from the next closest campsite between 11pm and 6am. Noise levels emitted from Campsites must be kept to a reasonable level at all other times.
- 17. Supercars reserves the right to refuse you entry to, or remove you from the Campgrounds, cancel or confiscate your Ticket or take any other action which Supercars considers appropriate if:
 - (a) you are in breach of these Campground Conditions;
 - (b) you are in breach of any applicable law, regulation and/or government regulation;
 - (c) Supercars receives a direction to do so from law enforcement agencies; or
 - (d) Supercars reasonably believes that your conduct negatively impacts, or has the potential to negatively impact the safety, security or comfort of other Campgrounds attendees, Supercars and/or Event staff, or the integrity of Supercars or motorsport in general.
- 18. 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 Campgrounds.

Campground Roads

- All roads within the Campgrounds are public roads subject to NSW laws, including the *Road Transport Act* 2013 (NSW) and any applicable rules made under that Act or any act which supersedes that Act (*Road Rules*). You must comply with all Road Rules whilst using Campground roads.
- 20. You must not bring any Vehicle (as defined in the Road Rules 2014 (NSW)) onto the Campgrounds which:
 - (a) is not registered; or
 - (b) does not display a Ticket allowing that vehicle to enter the Campgrounds.
- 21. Supercars may refuse entry to, or direct you to remove, any Vehicle brought onto the Campgrounds by you or situated in your campsite which breaches clause 20.

Alcohol and Prohibited Items

- 22. You acknowledge that Supercars imposes maximum quantities of alcohol which you can bring onto the Campgrounds and be in possession of on the Campgrounds on each day of the Event (*Maximum Alcohol Quantities*). You must not have in your possession on the Campgrounds or bring onto the Campgrounds any alcohol in excess of the Maximum Alcohol Quantities:-
 - (a) one (1) x carton (30 x 375ml cans) of full-strength beer (5% alcohol or less); or
 - (b) one (1) x carton (30 x 375ml cans) of light / mid strength beer (3.5% alcohol or less); or
 - (c) one (1) x carton (24 x 375ml cans) of pre-mixed spirits (6% alcohol or less); or
 - (d) one (1) x carton (24 x 375ml cans) cider (5% alcohol or less); or
 - (e) one (1) x <u>sealed</u> 4 litre cask of wine (14.5% alcohol or less); or
 - (f) two (2) x 375ml unopened (manufacturer's seal unbroken) plastic bottles of spirits (38 % alcohol or less); or
 - (g) one (1) x 750ml bottle of spirits (plastic bottle only)



Supercars reserves the right to confiscate any alcohol found on the campgrounds to be in excess of the Maximum Quantities and will not be liable to you whatsoever for such confiscation. There is no storage or "check-in" facility for excess alcohol so please make yourself aware of these limits prior to attending the event.

- 23. Unless expressly authorised by Supercars, you must not have in your possession on the Campgrounds, or bring onto the Campgrounds any of the following items:
 - (a) chairs, lounges, benches or stools, other than a folding chair or folding stool (unless such items remain within your vehicle);
 - (b) clothing bearing any racist language or images;
 - (c) any power tool (other than battery-powered hand drills);
 - (d) glass (other than glass jars 200ml or under in size containing food preserves or other spreads);
 - (e) gas bottles heavier than 9 kilograms (inclusive of the gas);
 - (f) fuel in excess of 20 litres;
 - (g) flares or fireworks;
 - (h) prohibited or controlled weapons or firearms;
 - (i) firewood containing any nails, bolts or screws;
 - (j) drones and other unmanned aerial vehicles (UAV);
 - (k) 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); or
 - (I) any other item which Supercars reasonably believes could negatively impact, or have the potential to negatively impact the safety, security or comfort of Supercars staff or other patrons within the Campgrounds or which are prohibited under applicable legislation.
- 24. Supercars reserves the right to confiscate any alcohol in excess of the Maximum Alcohol Quantities or any item listed in clause 22 found on the Campgrounds. Supercars will not be liable to return to you, or compensate you whatsoever for, anything confiscated under this clause 24.

Liability

- 25. Subject to clause 26 of these Campground 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 attendance at the Campgrounds; and
 - (b) to the extent permitted by law, no condition, warranty, right or liability whether express or implied applies to these Campground Conditions, other than those conditions, warranties, rights and liabilities expressly set out in these Campground Conditions

(together, the *Modification of Rights*).

26. 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 Campground Conditions or any provision of these Campground Conditions void, illegal or unenforceable.

27. 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.

Privacy

- 28. By purchasing a Ticket, you consent to Supercars collecting, using and storing your personal information in accordance with Supercars' Privacy Policy (<u>www.supercars.com/privacy-policy</u>) for the following purposes:
 - (a) providing you with a Ticket;
 - (b) allowing Supercars to operate the Event; and
 - (c) helping Supercars promote the Event and subsequent similar events.
- 29. Supercars' Privacy Policy 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 Campground Conditions if such changes are reasonably necessary to address safety issues or otherwise protect the legitimate interests of Supercars. Copies of the latest Campground Conditions will be available at www.supercars.com and at the Campgrounds.
- 31. The invalidity or illegality of a provision or any part of a provision in these Campground Conditions shall not affect the validity of the remaining provisions of, or the valid and legal remainder of such provision of, these Campground Conditions.
- 32. Information published by Supercars on <u>www.supercars.com</u> regarding Campsite booking, Ticketing and the Campgrounds in general forms part of these Campground Conditions (*Campground Information*). In the event of any inconsistency between these Campground Conditions and Campground Information, these Campground Conditions will prevail to the extent of that inconsistency.
- 33. These Campground 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.