

Appendix I

Taupo Racing Club Incorporated (THRC) - Oval Campground

Conditions of Sale and Entry

The following conditions (**Oval Campground Conditions**) apply to all persons purchasing tickets and/or entering **The Oval Campground** located adjacent to the Taupo International Motor Sport Park and Event Centre (which motor sport park is operated by Taupo Motorsport Park (NZ) Limited (TMPNZL)).

TMPNZL is acting as the payment agent for THRC in relation to the sale of the Oval Campground tickets.

Supercars Australia Pty LTD (**Supercars**) is staging a Supercars round at the motor sport park on the 19-21 April 2024 (**Event**) and will be offering general admission tickets to the Event on its website at www.supercars.com. For the avoidance of doubt, the purchase of an Oval Campground ticket from this website does not provide you with any access or other rights to the Event.

You must not camp, place and/or leave property at any campsite other than the campsite specified on your Oval Campsite ticket.

1. The maximum number of people permitted to stay at your Campsite is six (6). You must wear your wristband at all times.
2. You must not enter any other campsite in the Oval Campground unless authorised by the ticketholder of that campsite.
3. THRC 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.
4. If THRC relocates your Campsite, or alters your campsite in a material way, THRC will, where possible, offer you an alternative Campsite for the period of the booking at no additional cost to you.
5. For the avoidance of doubt, you will not be entitled to a refund for a change of mind by you.
6. If the Event is cancelled or rescheduled, or if THRC (or TMPNZL) is otherwise required by law to issue you a refund, to the maximum extent permitted by law, THRC (and TMPNZL's) liability to you will be limited to the amount for which you paid for any Oval Campground ticket.

Conduct

7. You must abide by the directions of THRC 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.

8. Unless expressly authorised by THRC, 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 THRC staff, Event staff, police and/or Event security;
 - ii. adversely affect the safety of Oval Campground attendees, THRC staff and/or Event staff; or
- (b) damage or deface any part of the Oval Campground, the buildings and grounds of THRC, 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 Campground, including offering goods or services for sale;
- (g) conduct surveys or opinion polls;
- (h) engage in any criminal activity;
- (i) use any items or materials to cordon off or "reserve" any space within the Oval Campground outside of your designated Campsite;
- (j) use any items or materials to cordon off any part of the perimeter of your Campsite which exceeds 1.2 meters in height;
- (k) erect any flagpole, structure or other item which exceeds 4 meters in height; or
- (l) ignite any flare, firework, explosive or smoke bomb, ignite or have any fire burning on the Oval Campground.

9. 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.

10. THRC reserves the right to refuse you entry to, or remove you from the Oval Campground, cancel or confiscate your Oval Campground ticket or take any other action which THRC 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) THRC receives a direction to do so from law enforcement agencies;

or

- (d) THRC reasonably believes that your conduct negatively impacts, or has the potential to negatively impact the safety, security or comfort of other Oval Campground attendees, THRC and/or Event staff, or the integrity of THRC, TMPNZL, Supercars or motorsport in general.
11. You acknowledge and agree that you are fully responsible for the safety and security of your own personal property and to the maximum extent permitted by law you hereby agree to release THRC (and TMPNZL, and 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 Oval Campground.

Campground Roads

12. All roads within the Campgrounds are subject to NZ Road and Traffic laws, you must comply with all Road Rules whilst using Oval Campground roads.
13. You must not bring any vehicle onto the Oval Campground which:
- (a) is not registered; or
 - (b) does not display an Oval Campground ticket (stuck to driver's side windscreen) allowing that vehicle to enter the Oval Campground.

Prohibited Items

14. Unless expressly authorised by THRC, 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) gas bottles heavier than 9 kilograms (inclusive of the gas);
 - (e) flares or fireworks;
 - (f) prohibited or controlled weapons or firearms;
 - (g) Drones and other unmanned aerial vehicles (UAV);
 - (h) Animals other than animals recognised as assistance animals under the Human Rights Act 1993 and the Dog Control Act 1996. A dog who has been granted these special rights is legally entitled to public access. THRC, 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 THRC reasonably believes could negatively impact, or have the

potential to negatively impact the safety, security or comfort of THRC staff or other patrons within the Campgrounds or which are prohibited under applicable legislation.

Liability

15. Subject to these Oval Campground Conditions, to the maximum extent permitted by law:
 - (a) you agree to release and indemnify THRC (and TMPNZL, and Supercars) against any loss, liability, damage, cost or expense, injury or death whatsoever and howsoever arising (whether direct or indirect) resulting from, or in connection with, any claim threatened or made, or action brought against THRC (or TMPNZL, or Supercars) in respect of, or in connection with, your attendance at the Campgrounds; and
 - (b) no condition, warranty, right or liability whether express or implied applies to these Oval Campground Conditions, other than those conditions, warranties, rights and liabilities expressly set out in these Oval Campground Conditions,

(together, the ***Modification of Rights***).
16. No Modification of Right will operate to the extent such modification would exclude, restrict or modify any condition, warranty, right or liability, in a manner which would render these Oval Campground Conditions or any provision of these Oval Campground Conditions void, illegal or unenforceable.
17. To the maximum extent permitted by law, the total liability of THRC (and TMPNZL, and Supercars) to you in relation to any negligence, breach of a statutory duty, breach of contract or otherwise will be limited to the amount for which you paid for any Oval Campground ticket.

Privacy

18. By purchasing an Oval Campground ticket, you consent to THRC (and TMPNZL and Supercars) collecting, using and storing your personal information for the following purposes:
 - (a) providing you with an Oval Campground ticket, and otherwise communicating with you;
 - (b) allowing THRC to operate the Oval Campground; and
 - (c) helping with the promotion of the Event and subsequent similar events.

You also provide your consent to THRC (and TMPNZL and Supercars) collecting, using and storing your personal information so that they, and their related entities, other businesses or commercial partners can promote and market products, services and special offers that will be of interest to you (which may include products, services and offers provided by a third party).

General

19. Certain clauses of these Oval Campground Conditions, such as clauses 6, 11, 15 and 17, confer a benefit on, and are intended to be enforceable by, each of the parties named therein (i.e. THRC, TMPNZL and Supercars) in accordance with the Contract and Commercial Law Act 2017.
20. These Oval Campground Conditions shall be binding upon the heirs, executors, administrators and assigns of each party.
21. THRC may alter these Oval Campground Conditions if such changes are reasonably necessary to address safety issues or otherwise protect the legitimate interests of THRC
22. The invalidity or illegality of a provision or any part of a provision in these Oval Campground Conditions shall not affect the validity of the remaining provisions of, or the valid and legal remainder of such provision of, these Oval Campground Conditions.
23. These Oval Campground Conditions are governed by the NZ law and the parties submit to the jurisdiction of the courts of NZ.