



**PRAMAC GENERAC® AUSTRALIAN MOTORCYCLE GRAND PRIX 2019  
VIP HOSPITALITY CONDITIONS**

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

The following definitions apply unless the context requires otherwise:

**Act** means the *Australian Grands Prix Act 1994 (Vic)*.

**Advertising Promotion Benefits** means the advertising and promotion benefits provided by AGPC to Client under Condition 5.5.

**AGPC** means the Australian Grand Prix Corporation.

**Agreement** means the agreement between AGPC and Client described in Condition 2.1.

**Alternative Facility** means a facility selected by AGPC and offered to Client in place of a Facility, in accordance with Condition 4.5(a).

**Attendance Conditions** means the attendance conditions binding all attendees at the Event (published at [www.motogp.com.au](http://www.motogp.com.au) and displayed at the Event).

**Catering Agent** means the person(s) or organisation(s) appointed by AGPC to provide catering elements of AGPC's VIP Hospitality Services during the Event.

**Circuit** means "Phillip Island Grand Prix circuit" as that term is defined in the Act.

**Client** means the party named as the Client in the VIP Hospitality Application Form or as substituted in accordance with these Conditions.

**Conditions** means these VIP Hospitality Conditions.

**Confirmation Date** means the date AGPC sends a booking confirmation to Client.

**Dorna** means Dorna Sports S.L., its agents, affiliates and successors.

**Event** means the Australian Motorcycle Grand Prix 2019.

**Facility** means the 'shared', 'private' or 'customised' hospitality facility selected by AGPC to accommodate Client at the Event.

**Facility Goods and Services** means any goods or services required by a Private Client (defined in clause 5) for a 'private' or 'customised' Facility.

**FIM** means Federation Internationale de Motocyclisme, agents, affiliates and successors.

**Fit-out Supplier** means a person or organisation contracted by AGPC to provide Facility Goods and Services to Client.

**Grand Prix Insignia** has the meaning set out in the Act.

**GST** means any tax in the nature of a tax on, or on the supply of, goods, real property, services or any other thing levied, imposed or assessed by the Commonwealth of Australia or any State or Territory of Australia or municipal authority which may operate at any time during the Term of this Agreement.

**Indemnitees** means AGPC, the Crown in the right of the State of Victoria, the Minister administering the *Australian Grands Prix Act 1994 (Vic)*, the Minister administering the *Crown Land (Reserves) Act 1978 (Vic)*,

**Invitee** means any person entering the Circuit for the Event on behalf of Client (whether during a VIP Hospitality Period or otherwise) including but not limited to VIP hospitality invitees and guests, third party suppliers approved by AGPC under Condition 5.3(c), employees, agents, subcontractors or directors and officers.

**Merchandise** means any merchandise incorporating the Grand Prix Insignia under the Act or trade mark or intellectual property owned by AGPC, in respect of each Event, including but not limited to, apparel, headwear, souvenirs and accessories.

**Personnel** means employees, agents, sub-contractors, consultants, suppliers (including employees of those sub-contractors, consultants and suppliers), invitees, directors and officers.

**Private Client** means the Client described in Condition 5.1.





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**Taxes** includes any present or future tax, levy, impost, duty, charge, assessment or fee of any nature (including interest, penalties and additions thereto) imposed by any government or other taxing authority in respect of any payment or benefit under the Agreement but does not include GST.

**Third Party Supplier Conditions** means any conditions imposed from time to time by AGPC on third party suppliers to the Event; for example conditions relating to site safety, access and inductions, timelines for planning and building or insurance requirements.

**Ticket** means any ticket, pass, credential, lanyard, wristband or other document or authorisation issued by AGPC allowing entry to the Event and any relevant Facility.

**Total Fee** is the total fee payable by Client in respect of the VIP Hospitality Services.

**VIP Hospitality Application Form** means the VIP hospitality application form for the Event published by AGPC from time to time.

**VIP Hospitality Services** means the services to be provided by AGPC to Client subject to the terms of this Agreement. Such services may include, but are not limited to:

- (a) Tickets;
- (b) Access to a selected Facility;
- (c) Benefits specific to "private" or "customised" Facilities set out in Condition 5;
- (d) Catering provided by the Catering Agent; or
- (e) Advertising Promotion Benefits.

**VIP Hospitality Periods** means the periods of the Event during which AGPC agrees to provide VIP Hospitality Services to Client. Such periods will be notified to Client but will not exceed 7.30am to 6.30pm on the Friday, Saturday or Sunday of the Event.

## 1.2 Interpretation

- (a) Any reference in this Agreement to the singular includes the plural, to any gender includes all genders, to persons includes all bodies and associations both incorporated and unincorporated, to any legislation or regulations includes all amending and succeeding legislation and regulation, to conduct includes an omission, statement or undertaking whether or not in writing, to AUD, dollars or \$ is to Australian currency, to Conditions is to conditions in this Agreement and headings are for reference purposes only.
- (b) Where two or more parties named to AGPC as Client, a reference to a right or obligation of Client confers that right or imposes that obligation, as the case may be, jointly and severally.

## 2. PRELIMINARY

### 2.1 Agreement

- (a) This Agreement binds AGPC and Client from the Confirmation Date. No cancellation or termination of the Agreement by the Client will be accepted by AGPC after the Confirmation Date.
- (b) The Agreement consists of:
  - i. these Conditions;
  - ii. the Attendance Conditions (to the extent set out in Condition 7.1 (a) (ii)); and
  - iii. any conditions printed on Client's Tickets.
- (c) The Agreement contains the entire agreement between the parties and understandings between the parties in connection with it and Client acknowledges that, except for those representations made in the Agreement, neither AGPC nor any person acting on its behalf has made any representation to induce Client to enter into the Agreement.
- (d) The terms of any other document (including any document of Client) that purports to form part of the Agreement is hereby excluded unless expressly confirmed in writing by AGPC as forming part of the Agreement.
- (e) In case of any inconsistency between a provision of these Conditions and any provision of any other document forming part of the Agreement, the provision of these Conditions will prevail.





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## 2.2 Taxation law

- (a) In these Conditions, words and phrases defined in Section 195-1 of the A New Tax System (Goods and Services Tax) Act 1999 (Cth) will have a corresponding meaning.
- (b) The Total Fee and any other payments to be made under these Conditions are inclusive of GST unless otherwise specified.
- (c) AGPC may at its sole discretion vary the Total Fee in respect of any Event to pass on to Client any increase in costs in relation to the VIP Hospitality Services which may arise from any change in the law relating to taxation. If any applicable law increases or decreases the rate of GST, then the Total Fee (inclusive of GST) will be increased or decreased in proportion to that increase or decrease in the rate of GST.
- (d) All payments to be made by Client under the Agreement are exclusive of any Taxes applicable in respect of any benefit, facility, advertising or promotion, catering or other supply of any nature whatsoever, and Client will be solely liable for any Taxes payable thereon. No withholding or deduction will be made from any payment for any such Taxes unless required by law. If any Taxes are so required to be withheld or deducted from any sums paid or payable by or on behalf of Client to AGPC, Client undertakes to pay forthwith to AGPC such additional amount as will, after such withholding or deduction has been made, leave AGPC in the same position as it would have been in the absence of the requirement to make such withholding or deduction.

## 2.3 Event dates and program

- (a) Client acknowledges that the dates of the Event are not set until fixed by FIM in the confirmed calendar for the 2019 MotoGP™ season. Client accepts that the dates of the Event may change at any time (even after being confirmed by FIM) and that Client will not be entitled to a refund in such circumstances.
- (b) AGPC reserves the right to add, withdraw or substitute any riders, performers or activities at the Event, including any concerts or entertainment, programs, conveniences, attractions or crowd capacity.
- (c) Without limiting Condition 8 AGPC will not be liable to Client for any loss or damage (including indirect or consequential loss or damage) suffered as a result of or arising from or in any way connected to cancellation, postponement or change to the Event (or any part thereof).

## 3. PAYMENT

### 3.1 Total Fee

Client must pay the Total Fee to AGPC in accordance with this Condition 3. Any courier used by AGPC in undertaking its obligations under the Agreement will attract additional fees which will be advised by AGPC.

### 3.2 Payment method

Where Client nominates either credit card or direct debit as a preferred payment method in the VIP Hospitality Application Form:

- (a) Client warrants that it is authorised to give the credit card or direct debit account details provided, and that sufficient funds are available to pay the Total Fee to AGPC;
- (b) Client authorises AGPC to unilaterally process payments from Client's credit card or direct debit facility in order to satisfy Client's obligations in the payment schedule in Condition 3.3; and
- (c) Where credit card is nominated, Client accepts liability for all applicable credit card fees.

### 3.3 Payment schedule

Client must pay the Total Fee either:

- (a) up-front in full; or





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- (b) if the Confirmation Date is prior to 13 August 2019, Client may elect to pay in instalment payments processed by AGPC from Client's credit card or direct debit facility in accordance with the following:
  - i. At the time of booking, an amount equal to 25% of the Total Fee excluding the GST component, plus the entire GST component of the Total Fee; and
  - ii. On 11 August 2019, the remainder of the Total Fee.
- (c) If the Client books after 13 August 2019, the Client must pay the Total Fee up-front in full.

### 3.4 No services until paid

In relation to each Event, AGPC will not issue any Tickets or provide any other VIP Hospitality Services to the Client for the Event unless and until:

- (a) the Total Fee has been paid in full in accordance with this Condition 3, and all funds have cleared to AGPC prior to the Event;
- (b) Client has paid the Catering Agent in full for the provision of any catering services – if the Facility is 'private' or 'customised' prior to the Event; and
- (c) no amounts are owing to AGPC or Fit-out Suppliers for the provision of Facility Goods and Services.

### 3.5 Late payments

Without limiting AGPC's rights under Condition 10.1, where any part of the Total Fee is not paid on or before the relevant dates specified in Condition 3.3, Client must pay interest on each such amount at the 90 day bank bill rate published by National Australia Bank, plus 2%, from the due date until the date that the relevant payment is made.

## 4. BENEFITS

### 4.1 Special requests

After the Confirmation Date, Client may from time to time request that AGPC add items or benefits to the VIP Hospitality Services. Where AGPC accepts such a request, it may charge a fee for the additional items or benefits, which must be paid by Client within 7 days of AGPC issuing a corresponding tax invoice. AGPC will only provide the extra items or benefits following full payment.

### 4.2 No advertising or promotion

Without prior written consent of AGPC (which consent may be subject to Dorna's approval and is otherwise exercisable by AGPC in its absolute discretion and may include such conditions as AGPC sees fit), the Client must not:

- (a) use any Grand Prix Insignia under the Act or trade mark or other intellectual property owned by AGPC; or
- (b) conduct any advertising or promotion by Client whatsoever in relation to the Facility or the Event, including, without limitation, any corporate signage or corporate identification within or outside the Facility;
- (c) offer Tickets to the Event for advertising or other promotional purposes (including prizes, contests or sweepstakes); or
- (d) use the name of AGPC or refer to any event promoted by AGPC in any way that connects it with Sponsor so as to indicate that AGPC endorses Sponsor or its activities, or that Sponsor is a sponsor or in some other way connected with AGPC or any event promoted by AGPC.

Any Merchandise must be purchased through AGPC's official merchandiser. AGPC will provide Client with the details of its official merchandiser on request.

### 4.3 Shared Facility

If AGPC specifies that the Facility is a "shared" facility, the Client is limited to joint or shared use of the Facility during the specified VIP Hospitality Periods. Client has no private use of the shared Facility and so must not without the prior written consent of AGPC (which consent is exercisable in its absolute discretion and may include such conditions as AGPC sees fit):

- (a) make any alterations or additions to the Facility; or







- (b) use the Facility other than as contemplated by the Agreement.

#### 4.4 Location of Facility

AGPC reserves the right to determine the final location of the Facility at each Event including, without limitation, the positioning of individual facilities within the area known as the Pit Roof VIP Village.

#### 4.5 Availability of Facility

- (a) If, in respect of any Event:
- i. AGPC does not build the Facility for any reason; or
  - ii. AGPC is unable to obtain rights to use the Facility; or
  - iii. the Facility is not available for use by Client for any other reason,
- AGPC will endeavour to offer Client an Alternative Facility for the specified VIP Hospitality Periods. The exact particulars of an Alternative Facility will be at the sole discretion of AGPC.
- (b) Where an Alternative Facility is offered to Client by AGPC under Condition 4.5(a), the Client may accept or reject the Alternative Facility by providing written notice to AGPC.
- (c) If Client accepts the Alternative Facility, this Agreement will remain in force, subject to the following:
- i. any reference to the Facility is to be read as a reference to the Alternative Facility; and
  - ii. the Total Fee will be adjusted to any fee previously published by AGPC for the Alternative Facility. If no such fee has been published, the Client and AGPC will negotiate in good faith as to the revised Total Fee for the Alternative Facility.
- (d) If Client rejects an Alternative Facility offered by AGPC, this Agreement may be terminated by the either party by written notice. In such circumstances, AGPC will refund all monies paid to AGPC pursuant to the Agreement to Client (excluding reasonable expenses incurred by AGPC that it is not able to avoid or recoup despite its reasonable endeavours). Upon receipt of those monies by Client, AGPC will thereby be released and discharged by the Client from all claims and damages of any kind.
- (e) Other than as set out in Condition 4.5(d), AGPC has no liability to Client for, and Client hereby releases and discharges AGPC from, all direct, indirect and consequential damages, losses, costs and expenses that may be suffered by Client as a result of the unavailability of a Facility in the circumstances described in Condition 4.5(a).

## 5. PRIVATE FACILITY BENEFITS

### 5.1 Private Facility

If AGPC specifies that the Facility is a "private" or "customised" Facility, AGPC will provide Client (referred to herein as the 'Private Client') with the benefits set out in, and subject to, this Condition 5.

### 5.2 Private use and Facility fit-out

- (a) During VIP Hospitality Periods, Private Client will have private use of the Facility. As such, subject to this Condition 5, Private Client may at its own cost fit-out, decorate or theme the inside of the Facility, provided that no items displayed (including signage) are visible from outside the Facility.
- (b) Any alterations and additions to the Facility made by Private Client under this Condition 5.2, including signage, must be approved in advance by AGPC (in its absolute discretion).
- (c) All materials brought into the Facility by Private Client will be at Private Client's cost and risk. Private Client will be liable for, and indemnifies AGPC against, any and all claims, losses, damages, costs or expenses arising from or connected with the transport, installation, erection, display, use, dismantling or removal of any materials brought into the Facility by Private Client.



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- (d) AGPC may, in its complete discretion, provide access to the Circuit at designated times to Invitees of Private Client prior to each Event for the sole purpose of fitting-out, decorating or theming the Facility.

## 5.3 Supply of Facility Goods and Services

- (a) All Facility Goods and Services required by Private Client must be procured from AGPC, unless otherwise agreed in writing by AGPC under Condition 5.3(c).
- (b) The supply of Facility Goods and Services to Private Client is subject to the following conditions:
- i. Private Client acknowledges that amounts payable by it in return for Facility Goods and Services are in addition for the Total Fee. Private Client must pay for Facility Goods and Services within 7 days of receipt of an invoice.
  - ii. AGPC's Facility Goods and Services may from time to time be delivered by Fit-out Suppliers.
  - iii. if requested to do so by AGPC, Private Client will liaise directly with Fit-out Suppliers regarding delivery of Facility Goods and Services. The Private Client must ensure all delivery arrangements are in accordance with Condition 5.2(d).
  - iv. Private Client agrees to promptly supply AGPC with copies of any documents exchanged between Private Client and Fit-out Suppliers if requested to do so by AGPC.
- (c) Notwithstanding Conditions 5.3(a) and 5.3(b), AGPC may from time to time provide written approval for a supplier other than AGPC or a Fit-out Supplier to perform Facility Goods and Services. AGPC will act reasonably in considering any requests by Private Client for approval of third party suppliers or the Private Client itself performing the Facility Goods and Services. If approval is given by AGPC under this Condition 5.3(c), the Private Client must ensure the third party supplier and/or the Private Client performing the Facility Goods and Services:
- i. complies with AGPC's Third Party Supplier Conditions; and
  - ii. provides any documents requested by AGPC to evidence such compliance.

## 5.4 Catering Agent

- (a) Private Client acknowledges and accepts that AGPC:
- i. has the sole rights in respect of the provision of all catering, food and beverage services at the Circuit for each Event; and
  - ii. may from time to time appoint a Catering Agent, to provide catering, food and beverage services on its behalf.
- (b) Private Client must liaise directly with the Catering Agent for the provision of catering, food and beverage services for the Facility, subject to the following conditions:
- i. unless otherwise directed by AGPC, Private Client pay directly to the Catering Agent all costs for the provision of such catering, food and beverage services. Private Client acknowledges that such costs are in addition to the Total Fee; and
  - ii. if AGPC requests a copy of any documents exchanged with the Catering Agent in respect of the above, Private Client agrees to supply such documentation promptly to AGPC.

## 5.5 Advertising and promotions

- (a) Notwithstanding Condition 4.2, AGPC grants the following Advertising Promotion Benefits to Private Client:
- i. display of Private Client's name on the exterior of the Facility (in the format arranged by AGPC);
  - ii. the opportunity to display Private Client's branding on the interior of the Facility subject to Condition 5.2(b); and
  - iii. printing of Private Client's name (or some other agreed wording) on Private Client's Tickets (AGPC may impose character limits and can only comply with Private Client's directions in relation to printing as far as it is reasonably practicable to do so). The Private Client must adhere to print deadlines as notified by AGPC and the Private Client acknowledges that AGPC may use





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reasonable discretion to refuse changes to the wording on Private Client Tickets.

- (b) Notwithstanding Condition 4.2, AGPC may by written confirmation provide Private Client with additional Advertising Promotion Benefits from time to time (in its complete discretion and subject to any conditions AGPC or Dorna sees fit) such as website branding, activation activities or promotional personnel.
- (c) Samples of all branding and artwork to be used in Advertising and Promotion Benefits (including any Private Client name, trademark, logo or imagery or any material requested by AGPC) must be submitted in full by Private Client to AGPC at least 28 days prior to such use. AGPC or Dorna may in its absolute discretion reject any branding or require the Private Client to resubmit revised branding or artwork.
- (d) Unless otherwise notified in writing by AGPC, the Private Client must at all times refer to the Event as the "PRAMAC GENERAC® AUSTRALIAN MOTORCYCLE GRAND PRIX 2019" or such other name as advised by AGPC to the Private Client.
- (e) Private Client hereby indemnifies and keeps indemnified AGPC against any and all claims for loss, damage, cost or expense (whether arising under statute, from negligence, infringement of third party rights or otherwise) incurred by AGPC arising from or connected with display of the Private Client's branding or artwork during the Event or in providing the Advertising Promotion Benefits.

## 6. TRANSFER OF BENEFITS

### 6.1 General prohibition

Client must not sell, on-sell, exchange for valuable consideration, assign, licence, sub-licence, transfer, bundle with other goods or services, or otherwise commercially deal with any of the rights, benefits and entitlements contained in the Agreement (including, without limitation, any Tickets) without prior written consent of AGPC under Condition 6.2, which consent will be exercisable in its absolute discretion and may include such conditions as AGPC sees fit.

### 6.2 On-selling

Where Client seeks AGPC's consent to a transfer of benefits under Condition 6.1, Client must:

- (a) provide AGPC with detailed information setting out its proposal for transfer or on-selling (including any proposed advertising material, the target market and proposed pricing structure), and any other information requested by AGPC;
- (b) not advertise or otherwise promote any Ticket, package or other benefit in relation to the Event without prior written consent of AGPC (in its absolute discretion) to the content, distribution and design of any and all advertising and promotional material; and
- (c) not assign, on-sell (or offer to do so) or otherwise commercially deal with any Tickets or benefits until a formal agreement between Client and AGPC regarding same has been executed by Client.

## 7. RESPONSIBILITY FOR INVITEES

### 7.1 Client responsible for Invitees

- (a) Client must ensure all Invitees comply with:
  - i. all reasonable directions given by officers, employees or agents of AGPC, or any requirements of AGPC including, without limitation, directions or requirements in connection with access to the Circuit, the use of the Facility or the conduct of Client and its Invitees in or around the Circuit or the Facility;
  - ii. the Attendance Conditions as if each Invitee were a 'Patron' as defined in that document (for the avoidance of doubt, this excludes Attendance Conditions regarding the refund policy for non-VIP Tickets); and
  - iii. all requirements of any authorities having jurisdiction over the activities of AGPC, the Circuit and/or the use and occupancy of the Facility (including, without limitation the Phillip Island Grand Prix Circuit Code of Conduct); and





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- iv. the smoking policy implemented from time to time by AGPC in respect of the Circuit.
- (b) Client is responsible for all acts or omissions of Invitees at the Circuit, including, without limitation, any loss, damage or injury arising out of such acts or omissions. Client must indemnify and keep indemnified AGPC in respect of any such loss, damage or injury including in connection with any failure to comply with Condition 7.1 (a).
- (c) Under the Act, AGPC controls the Event area during the Event. At all times AGPC or its representatives may with reasonable cause refuse entry to any Invitees or direct any Invitees to leave the Event. In particular, any person who does not comply with the Attendance Conditions may be refused entry or directed to leave the Event.
- (d) Client must ensure that any Invitee who is under 18 years of age is accompanied and supervised at all times by his or her parent or guardian (who must be 18 years of age or over).

## 7.2 Tickets

- (a) Client must ensure that all its Invitees display the correct Ticket in a clear and visible manner at all times within the Circuit. AGPC or its representatives may refuse entry to the Event or the Facility to an Invitee who is not displaying a Ticket. AGPC and the Catering Agent may refuse service to an Invitee who is not displaying a Ticket within the Facility.
- (b) Each Invitee must keep his or her Ticket safe and in good condition, as AGPC is not obliged to replace any Ticket under any circumstances including, but not limited to, cases of loss or theft – however AGPC may, in its sole and absolute discretion, replace a Ticket which has been lost or stolen (and may charge a fee for that replacement).

## 7.3 Other

- (a) Responsible service of alcohol to Invitees shall be operated by AGPC and the Catering Agent. All bar opening and closing times (including in private Facilities) may be subject to change by AGPC in its absolute discretion.
- (b) Client must ensure that the noise levels are not excessive and Invitees' conduct is not disruptive at the Facility (in the opinion of AGPC).

## 8. RELEASE AND INDEMNITY

- (a) For the purpose of this clause:
  - (i) Claim means any claim, action, demand or proceeding:
    - A. Arising out of or in connection with this Agreement; and
    - B. Otherwise at law or in equity, including by way of statute or indemnity, in contract or tort or for infringement of any intellectual property rights.
  - (ii) Loss means loss of any person in connection with any cost, expense, fee, detriment, injury, damage or liability, including but not limited to:
    - A. Property damage;
    - B. Personal injury or death;
    - C. fee and costs;
    - D. all legal costs and disbursements;
    - E. Indirect or consequential loss, including loss of profits and loss of opportunity, reputation or goodwill; and
    - F. Any fine or penalty (to the extent permitted by law)
- (b) Client acknowledges and accepts that motor racing and related activities are dangerous and accidents can happen, and that entry to and remaining at the Event has a degree of danger. To the extent permitted by law, Client excludes, releases and forever discharges AGPC, the Crown in right of the State of Victoria, the Minister administering the Act, Dorna, FIM, Dorna Worldwide Freight Services b.v., Dorna Worldwide S.L., Externpro S.L., Fontetes Motor, S.L., Promomedia, S.L.U, Motor Medical Team S.L., International Events Services SL, Promotor Special Events Worldwide SL, PI Circuit Pty Ltd, PI Graydens Pty Ltd, PI Sunrise-McGuigan Pty Ltd, PI Visitor Centre Pty Ltd, PI Operations Pty Ltd, Linfox Property Group Pty Ltd, Fox Group Holdings Pty Ltd,







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The International Road Racing Teams Association, Motorcycling Australia Ltd and Motorcycling Victoria and all other persons involved in the conduct, promotion and organisation of the Event including teams, service companies, national and international officials, marshals, rescue and medical staff, race direction, clerks of the course, sporting technical stewards, timekeepers, the competitors and drivers or riders, sponsors, all VIP guests from the above mentioned bodies (such parties to include where relevant all directors, officers, employees, agents, consultants and affiliated companies) and their respective Personnel (Indemnitees) from all liability for claims, loss, damage, costs or expenses (whether arising under statute, from negligence, personal injury, death, property damage, infringement of third party rights or otherwise) arising from or in connection with the Event.

- (c) None of the Indemnitees will be responsible for acts, omissions or defaults of Client, Invitees (including employees of those Invitees), directors, officers and sub-licensees and anyone acting on behalf of or at any of Client's direction) nor, to the extent permitted by law, will any Indemnitee be liable for any claim, loss, damage, cost or expense (whether arising under statute, from negligence, personal injury, death, property damage or infringement of third party rights or otherwise) arising from any act, matter or thing done, or permitted or omitted to be done, by Client or its Personnel pursuant to, in default of or in connection with this Agreement.
- (d) Client indemnifies and must keep indemnified each of the Indemnitees against all such claims, loss, liability, damage, cost or expense which may be incurred or sustained by any of the Indemnitees arising from any act, matter or thing done, permitted or omitted to be done by Client or its Personnel pursuant to, in default of or in connection with this Agreement.

## 9. IMAGES

### 9.1 Recordings of the Event

Without limiting any action available to AGPC pursuant to the Act:

- (a) Client must not make, create, store, record, transmit, reproduce or use any kind of sound recording, visual footage or audio-visual footage (**Recording**), and any image, including photographic images and any still pictures derived or capable of being derived from a Recording (**Image**) of the Event, or store, record, transmit, reproduce or use any information or other data, including official timing, results, performance, telemetry, weather or race control data (**Data**) of, at, or in relation to the Event for any form of public advertisement, transmission, display or for profit or commercial gain or for any other purpose (except for the private enjoyment of the person making the Recording, Data or Image), without the consent of AGPC; and
- (b) If Client makes, creates, records, transmits, reproduces or uses any Recording or Image of, at or in relation to the Event or any part of it with or without the consent of AGPC, that person will on request by AGPC assign, in writing, all copyright and all other intellectual property in any such Image or Recording to AGPC or its assignees or nominees as directed.

### 9.2 Use of likeness

Client acknowledges that AGPC and third parties authorised by AGPC may make, create, store, record, transmit, reproduce or use Recordings and Images or any likenesses at or in relation to the Event (including, without limitation, of Patrons). Unless Client or an Invitee otherwise obtains the prior consent of AGPC, which will be granted or withheld at AGPC's sole discretion, Client will ensure each Invitee hereby grants the FIM, Dorna, AGPC and third parties authorised by them permission to use Recordings or Images, or other images or likenesses of the Invitee including sound recordings, in any media (including publication within and outside Victoria, Australia) and for any purpose without identification, compensation or payment of any kind.

## 10. TERMINATION

### 10.1 Termination by AGPC





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- (a) AGPC may immediately terminate this Agreement by notice in writing if Client, fails to make any payment for the VIP Hospitality Services in accordance with Condition 3.
- (b) AGPC may immediately terminate this Agreement by notice in writing if Client, is in breach of any other term of this Agreement; and
  - i. The breach cannot be remedied;
  - ii. Client fails to remedy such breach within seven days of receipt of a written notice from AGPC requiring it to do so – if that notice is received more than 30 days before the Event;
  - iii. Client fails to remedy such breach within two days of receipt of a written notice from AGPC requiring it to do so – if that notice is received less than 30 days before the Event;
  - iv. Client fails to remedy such breach within 12 hours of receipt of a written notice from AGPC requiring it to do so – if that notice is received during the Event.
- (c) AGPC may immediately terminate this Agreement by notice in writing if Client, if the Client enters into or is placed under any form of insolvency administration or bankruptcy, is insolvent, or is otherwise unable pay its debts as and when they fall due.
- (a) AGPC may cancel part or all of the VIP Hospitality Services (excluding reasonable expenses incurred by AGPC that it is not able to avoid or recoup despite its reasonable endeavours) after the Confirmation Date in the following circumstances:
  - i. If AGPC loses the rights to promote the Event;
  - ii. In accordance with Condition 4.5(d); or
  - iii. If AGPC, in its absolute discretion, permits Client to cancel or terminate the Agreement for another reason.

## 10.2 Effect of termination by AGPC

Unless otherwise agreed in writing by AGPC, Client agrees that immediately upon termination by AGPC under Condition 10.1:

- (a) Except for the rights detailed in Condition 11, the Client will forfeit all monies paid to AGPC prior to termination;
- (b) AGPC will be free to enter into an agreement with any third party covering any or all of the rights, benefits and entitlements under the Agreement;
- (c) Client unconditionally and irrevocably constitutes and appoints AGPC as its attorney to do, perform and execute all things and documents as may be necessary or desirable to transfer or assign the rights, benefits and entitlements under the Agreement; and
- (d) The forfeit of any monies pursuant to Condition 10.2(a) and the termination of the Agreement will not preclude any other rights which AGPC may have against Client as a result of Client's default including, in particular, the right to claim damages for breach of the Agreement.

## 11. REFUND

### 11.1 Refund of monies to Client

- (a) Except as set out in Condition 11.1(b), payments made to AGPC for Tickets will not be refunded under any circumstances, including but not limited to:
  - i. the non-appearance of any particular person, group or personality such as a team, rider, performer or band (whether advertised or not);
  - ii. any variation to the on-track Event program, conveniences and attractions such as postponement or cancellation of any part of the MotoGPTM program by race stewards;
  - iii. any variation to the off-track Event program, conveniences and attractions such as postponement or cancellation of any entertainment, amusements or interactive display;
  - iv. any adverse weather conditions; and
  - v. any other circumstance beyond the reasonable control of the AGPC.





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- (b) AGPC will refund payments made by Clients to AGPC for Tickets and VIP Hospitality Services only in the following limited circumstances:
- i. on a particular day of the Event, less than 1 hour of on-track activity (which includes any MotoGP and/or support category practice sessions, qualifying and/or racing) occurs, subject to the following:
    - A. if the Ticket is a single day Ticket – Patron will receive a refund of the value of the single day Ticket; or
    - B. if the Ticket is a 3 day Ticket – Patron will receive a refund of a fair portion of the value of the Ticket depending on the relevant day cancelled, the value of such refund to be reasonably determined by AGPC;
  - ii. the entire Event is cancelled and cannot be rescheduled; or
  - iii. if, through no fault of Client, AGPC is unable to supply to Client part or all of the VIP Hospitality Services, AGPC may refund a portion of the Total Fee paid to Client that relates to the unsupplied VIP Hospitality Services to Client (the amount to be determined in AGPC's absolute discretion).
- (c) In respect of a Ticket and VIP Hospitality Services for which no monetary consideration has been paid to AGPC, no refund or other costs will be paid or payable to the holder of such Ticket in the event of cancellation, postponement or change to the Event, or for any other reason whatsoever.

## 11.2 Conditions of refund

- (a) Upon receipt of any refund paid to Client under Condition 11.1, AGPC will thereby be released and discharged by Client from all claims and damages of any kind in relation to this Agreement.
- (b) If any refund is payable to Client, AGPC may adjust the refund to take account of any applicable Taxes and Client will only be entitled to receive such adjusted amount.

## 12. MISCELLANEOUS

### 12.1 Confidentiality and non-disclosure

Other than as required by law, Client must keep strictly confidential and not disclose or communicate to any person, or use, any information which is not in the public domain relating to the business, affairs, practices, policies, operations and arrangements of AGPC or otherwise concerning the Event, including without limitation the names and other details of patrons of the Event, which Client acquires, develops or has access to as a result of or in connection with this Agreement.

### 12.2 Privacy

AGPC may collect personal information (within the meaning of Australian privacy legislation) about Invitees which is necessary for it to operate the Event and to help promote the Event and subsequent Australian Formula 1® Grands Prix or Australian Motorcycle Grands Prix and related and similar events. Unless such persons advise otherwise, Client consents on behalf of Invitees to receiving future promotional and marketing material from AGPC, including via electronic messages (e.g. email, SMS, via social media sites etc), or telephone calls. AGPC may collect, hold, store and use personal information in accordance with its Privacy Policy. A copy of the Privacy Policy is published at [www.motogp.com.au](http://www.motogp.com.au).

### 12.3 Continuing Conditions

Conditions 2.2, 4.2, 4.5(e), 5.2(c), 5.5(e), 7.1(a), 7.1(b), 8, 9, 10.2, 11.2(a) and 12 continue to apply after termination or expiration of this Agreement.

### 12.4 Entire agreement

- (a) The Agreement contains the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements and understandings between the parties in connection with it and Client acknowledges that, except for those representations made in the Agreement, neither AGPC nor any person acting on its behalf has made any representation to induce Client to enter into the Agreement.





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(b) The terms of any other document (including any document of Client) that purports to form part of the Agreement is hereby excluded unless expressly confirmed in writing by AGPC as forming part of the Agreement.

## **12.5 Severability of provisions**

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of this Agreement nor affect the validity or enforceability of that provision in any other jurisdiction.

## **12.6 No waiver**

No failure to exercise nor any delay in exercising any right, power or remedy by a party operates as a waiver. A single or partial exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that waiver unless made in writing.

## **12.7 Amendment**

No amendment or variation of the Agreement is valid or binding on a party unless made in writing and signed by all parties.

## **12.8 Governing law and jurisdiction**

This Agreement will be governed by and construed in accordance with the laws of Victoria, Australia, and the parties submit to the exclusive jurisdiction of the courts of that State.

If you are having difficulty reading these VIP Hospitality conditions, please refer to [www.motogp.com.au](http://www.motogp.com.au) or phone +61 03 9258 7100.

