

COMPETITION CONDITIONS OF ENTRY

RIDERS UNITED EARLY INCENTIVE PROMOTION – AUSTRALIAN MOTORCYCLE GRAND PRIX 2019

Item 1: Event	Australian Motorcycle Grand Prix 2019 (Event)
Item 2: Promotion	Riders United Early Incentive Promotion
Item 3: Promoter	Australian Grand Prix Corporation (ABN 86 947 927 465), Level 5, 616 St Kilda Road, Melbourne Victoria 3004 (AGPC).
Item 4: Promotion Period	The Promotion Period begins 9.00AM (AEDT) on WEDNESDAY 21 NOVEMBER 2018 and ends 11.59PM (AEST) on TUESDAY 30 APRIL 2019 .
Item 5: Draw Date	FRIDAY 3 MAY 2019 at 10.00AM (AEST)
Item 6: Prize Claim Date	The Prize/s from the Draw Date in Item 5 above must be claimed by 3 June 2019. The Prize/s from the Re-Draw Date in Item 7 below must be claimed by 11 June 2019.
Item 7: Re-Draw Date (if required)	TUESDAY 4 JUNE 2019 at 10:00AM (AEST).
Item 8: Draw Method	The winners will be randomly selected from all valid entries received during the Promotion Period. The draws will take place at Anisimoff Legal, Suite 5, Erina Plaza, 210 The Central Coast Highway, Erina NSW 2250 at the time and date specified in Item 5 above.
Item 9: Notify and Publish Winner Dates	The winners will be notified by phone and email within two days of the draw date and have their names published on www.motogp.com.au by 17 May 2019.
Item 10: Re-Draw Publish Winner Dates (if required)	If a re-draw is required, the re-draw winners will be published on www.motogp.com.au by 18 June 2019 and notified by phone and email.
Item 11: How to Enter	<p>1. To enter, during the Promotion Period, entrants must be a Riders United member for the Event by purchasing a 3-day Grandstand or 3-Corner Grandstand ticket to the Event by one of the following methods:</p> <ul style="list-style-type: none"> (a) on-line at www.motogp.com.au or at www.ticketmaster.com.au; (b) by phoning Ticketmaster on 1800 100 030; or (c) in-person at any participating Ticketmaster outlet.

	<p>2. To enter this Promoter, Entrants are required to:</p> <p>(a) Register their full contact details as requested by the Promoter upon making your purchase in accordance with paragraph 1 above; and</p> <p>(b) Pay in full for any purchase made by 30 April 2019.</p> <p>Only one entry per Riders United member/ticket holder is permitted.</p>
<p>Item 12: Prize Package</p>	<p>Three prize-winners will receive the following prizes:</p> <p>(a) Major Prize (Prize 1)</p> <p>One winner will receive the following:</p> <p>(i) two return economy airfares from the winner's nearest capital city in Australia travelling to Amsterdam, Netherlands (subject to the winner's location, date and point of departure);</p> <p>(ii) five nights' accommodation in Assen, Netherlands (location to be confirmed pending availability of accommodation, minimum three-star accommodation to be booked by the Promoter);</p> <p>(iii) grandstand seats to the 2019 Assen TT MotoGP event (28 June – 30 June 2019, based on FIM Provisional Calendar and may be subject to change); and</p> <p>(iv) airport return transfers from Amsterdam to Assen within the Netherlands.</p> <p>Prize 1 valued up to \$7,000</p> <p>(b) Secondary Prize #1 (Prize 2)</p> <p>One winner will receive the following at the Event:</p> <p>(i) a MotoGP™ grid walk for the prize winner only;</p> <p>(ii) a MotoGP™ Pit Canopy session for the prize winner and a companion;</p> <p>(iii) two 3-day MotoGP Paddock tickets; and</p> <p>(iv) one scenic helicopter flight for the prize winner and a companion.</p> <p>Prize 2 valued up to \$4,000</p> <p>(c) Secondary Prize #2 (Prize 3)</p> <p>One winner will receive the following at the Event:</p> <p>(i) a Moto2™ grid walk for the prize winner and a companion; and</p>

	<p>(ii) one MotoGP™ Pit Canopy session for the prize winner and a companion.</p> <p>Prize 3 valued up to \$3,000</p> <p>Overall total prize valued up to \$14,000</p>
Item 13: Permit Numbers	NSW PERMIT NO.: LTPS/18/29066, ACT PERMIT NO.: TP18/02053, SA PERMIT NO: T18/1872
Item 14: Restriction to Entry	<p>Entry is only open to Australian residents who are Riders United members and aged 18 years and over.</p> <p>The Promoter, Ticketmaster Australasia Pty Ltd (<i>Ticketmaster</i>), licensees, on-sellers and their employees (and their immediate families), and their agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.</p>

1. Information on how to enter and prizes form part of these Conditions of Entry. Participation in this promotion constitutes acceptance of these Conditions of Entry.
2. The winners agree to comply with these Conditions of Entry, the Attendance Conditions to the Event available at www.motogp.com.au, from the Promoter and displayed at entrances to the Event.
3. Incomplete, indecipherable, inaudible or incomprehensible entries will be deemed invalid and will be ineligible to win.
4. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
5. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
6. Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission by the entrant.
7. The Promoter does not accept any responsibility for late, lost or misdirected entries for this promotion.
8. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Conditions of Entry or who tampers with the entry process. Errors and omissions may be accepted at the

Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

9. If a winning entry is deemed not to comply with the Conditions of Entry of this promotion, the entry will be discarded and a new winner of that prize will be determined by judging a further valid entry.
10. The Promoter's decision is final and no correspondence will be entered into.
11. The winners will be published on the Event website www.motogp.com.au on the date specified in Item 9. The winners will also be notified by email.
12. If for any reason any winner does not take/redeem a prize (or part of a prize) by the time stipulated by the Promoter, the prize (or that part of the prize) will be forfeited.
13. Subject however to any written directions from a relevant regulatory authority, the Promoter may conduct such further judging at the same place as the original judging as are necessary to distribute any prizes unclaimed by the date of the re-judging. The winners of any re-judging will be published at www.motogp.com.au.
14. Spending money, meals and all other ancillary costs incurred as a result of taking the prize (including, without limitation, airline and/or airport taxes and transfers, where applicable) are not included and remain the responsibility of the winners. All elements of the prize must be taken to coincide with the Event and any prize element not taken at the time(s) stipulated by the Promoter will be taken to be forfeited.
15. No element of any prize is exchangeable. Prizes cannot be taken as cash.
16. If a prize (or any part of a prize) becomes unavailable for reasons beyond the Promoter's reasonable control, the Promoter will endeavour to provide a substitute prize of equivalent value and/or specification, subject to the written directions of any regulatory authority.
17. **WARNING – MOTOR RACING, THE EVENT AND ACTIVITIES ASSOCIATED WITH THE EVENT (INCLUDING WITHOUT LIMITATION, SUPPORT EVENTS) ARE DANGEROUS AND ACCIDENTS CAN HAPPEN. THERE IS A POSSIBILITY OF AN ACCIDENT CAUSING INJURY, DEATH OR PROPERTY DAMAGE OR ECONOMIC LOSS.**
18. Upon entering the Competition, each Entrant agrees to provide this release to the Promoter and the Associated Entities*:

The Promoter and the Associated Entities are not liable to me or to any person with me for (regardless of how or when the liability is caused, or by whom it is caused and regardless of whether such liability or claims are for negligence (excluding gross negligence), breach of contract, breach of statutory duty or any other liability or claim recognised at law):

- a) my death, injury to me or the injury or death of anybody else with me;*
- b) damage to, destruction of, theft of or unauthorised delivery up of any of my property or equipment, whether authorised or not; or*
- c) damage to, destruction of, theft of or delivery up of any of my clothing or other personal items;*

And, in respect of all of the subject matter of each of (a), (b) and (c), I release the Promoter and the other the Associated Entities from any liability or claim, which I do or might, or which anybody with me does or might have or in the future might or would have against the Promoter or the other the Associated Entities.

***Associated Entities** means the Crown in right of the State of Victoria, the Minister administering the Act, the Minister administering the Crown Land (Reserves) Act 1978 (Vic), the Dorna Sports S.L., Federation Internationale de Motorcyclisme, the Other Event

Organisers (Dorna Worldwide Freight Services b.v., Dorna Worldwide S.L., Externpro S.L., 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, International Road Racing Teams Association, Motorcycling Australia Ltd and Motorcycling Victoria) and all other persons involved in the conduct, promotion and organisation of an 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, sponsors, all VIP guests from the above mentioned bodies, and their respective Personnel (such parties to include where relevant all directors, officers, employees, agents, contractors and affiliated companies).

19. The Promoter and the Associated Entities do not make any warranty that the Competition, the Event, or any services connected with the Event will be provided with due care and skill or that any materials or equipment provided in connection with the services will be fit for the purposes for which they are supplied. Entrants acknowledge that, to the extent that any warranty is implied by law it is excluded to the full extent permitted by law.
20. The Promoter and the Associated Entities acknowledge that each release or exclusion of liability in this document is subject to any law which forbids that release or exclusion of liability including the Australian Consumer Law (which is part of the *Competition and Consumer Act 2010* (Cth) and the *Australian Consumer Law and Fair Trading Act 2012* (Vic)). The Promoter and the Associated Entities agree that each release or exclusion of liability in these Attendance Conditions is amended to the extent that any right under the Australian Consumer Law and the Fair Trading Act cannot be excluded.
- a) the application of sections 60 and 61 of the Australian Consumer Law (Victoria) and the provisions of the *Australian Consumer Law and Fair Trading Act 2012* (Vic) are excluded and all rights under the relevant provisions are excluded and all liability of the Promoter and the Associated Entities is excluded in relation to the supply of recreational services and in relation to a breach of any warranty implied by the relevant provisions in relation to the supply of recreational services under these Conditions of Entry to the extent the exclusion, restriction and modifications is limited to liability for death or personal injury.
- b) you acknowledge that the Event constitutes a recreational service within the meaning of section 139A of the *Competition and Consumer Act 2010* (Cth) and section 22 of the *Australian Consumer Law and Fair Trading Act 2012* (Vic) as the Event is:
- i) a sporting event or similar leisure time pursuit; and/or
 - ii) other activity that involves a significant degree of physical exertion or physical risk and is undertaken for the purpose of recreation, enjoyment or leisure.
- c) warning under the Australian Consumer Law and Fair Trading Act 2012 (Vic):**
Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the Promoter and the Associated Entities are required to ensure that the recreational services its supplies to Patrons:
- i) are rendered with due care and skill; and
 - ii) are reasonably fit for any purpose which you, either expressly or by implication, make known to the Promoter and the Associated Entities; and
 - iii) might reasonably be expected to achieve a result you have made known to the Promoter and the Associated Entities.

Under section 22 of the *Australian Consumer Law and Fair Trading Act 2012* (Vic), the Promoter and the Associated Entities are entitled to ask you to agree that these statutory guarantees do not apply to you. If you acknowledge these Conditions of Entry, you will be agreeing that your rights to sue the Promoter, the Associated Entities and other parties under the *Australian Consumer Law and Fair Trading Act 2012* (Vic) if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this agreement. **Note:** the changes to your rights as set out in this agreement, does not apply if your death or injury is due to gross negligence on the Promoter's and/or the Associated Entities' part. '**Gross negligence**' in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the Australian Consumer Law and Fair Trading Regulations 2012 and section 22(3)(b) of the *Australian Consumer Law and Fair Trading Act 2012* (Vic).

No warranties, implied or express, have been made to Patrons that the Event services will be provided with due care and skill or that any materials provided in connection with the Event services will be fit and proper for the purpose for which they are supplied.

21. The Australian Grand Prix Corporation (AGPC) collects personal information in order to conduct the activities in relation to the Event and the Activity and may, for this purpose, disclose such personal information to third parties, including but not limited to agents, contractors, service providers, suppliers and, as required, to Australian regulatory authorities. Such personal information will be dealt with by the AGPC in accordance with the *Privacy and Data Protection Act 2014* (Vic) and the AGPC's privacy policy which can be viewed at www.grandprix.com.au.
22. Each release or exclusion of liability in this document is for the benefit of the Promoter and each of the other Associated Entities and held on trust by the Promoter for each of the other Associated Entities so that each of the Associated Entities may enforce those provisions against each Patron. Patrons also acknowledge that the Promoter may enforce each release and exclusion of liability in these Competition Conditions and/or the Attendance Conditions against each Patron on behalf of any of the other Associated Entities on the basis that the Promoter is their agent or trustee.
23. The Associated Entities will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) by any person in connection with this promotion or accepting or using a prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
24. The Promoter collects entrants' personal information in order to conduct the promotion and may, for this purpose, disclose such personal information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. If the personal information requested is not provided, the entrant may not participate in the promotion.
25. By entering the promotion, unless otherwise advised, each entrant also agrees that the Promoter may use this information, in any media format, for future promotional, marketing and publicity purposes without any further reference, payment or other compensation to the entrant, including sending the entrant electronic messages, and telephoning the entrant for an indefinite period. Such personal information will be dealt with by the

Promoter in accordance with the *Privacy Act 1988 (Cth)*, *Information Privacy Act 2000 (Vic)* and the Promoter's privacy policy which can be viewed at www.motogp.com.au

26. Entrants' personal information may be disclosed to State and Territory lottery departments and winners' names published as required under the relevant lottery legislation.
27. A request to access, update, opt-out or correct any personal information should be directed to the Promoter by contacting the Promoter at Level 5, 616 St Kilda Road, Melbourne Victoria 3004. All entries become the property of the Promoter.
28. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.