

AUSTRALIAN MOTORCYCLE GRAND PRIX 2022

COVID-19 SPECIAL CONDITIONS

1. BACKGROUND

- 1.1. Australian Grand Prix Corporation ('**AGPC**') has developed these COVID-19 Special Conditions ('**Special Conditions**') to ensure all participants and attendees at the Australian Motorcycle Grand Prix 2022 ('**Event**') can be confident in purchasing tickets to, and attending, the Event.
- 1.2. These Special Conditions operate to supplement the Australian Motorcycle Grand Prix 2022 Attendance Conditions (displayed at Event entrances, viewable at www.motogp.com.au and available by contacting AGPC) ('**Attendance Conditions**') and Australian Motorcycle Grand Prix 2022 Corporate Hospitality Terms and Conditions ('**Corporate Hospitality Conditions**').
- 1.3. To the extent there is any inconsistency between these Special Conditions and the Attendance Conditions and Corporate Hospitality Conditions, these Special Conditions will apply. All other terms in the Attendance Conditions and Corporate Hospitality Conditions remain in full force and effect.
- 1.4. In these Special Conditions:
 - (a) '**Ticket**' means any ticket (including a mobile ticket), hard card, pass, credential, lanyard, wristband or other document or general or specific authorisation issued by AGPC allowing entry to the Event and/or Venue; and
 - (b) '**Patron**' includes any person who, at any time, holds or purchases or otherwise acquires a Ticket to the Event and/or enters the Venue;
 - (c) '**Venue**' means the Phillip Island Grand Prix circuit.

2. HEALTH AND SAFETY

- 2.1. By purchasing a Ticket to the Event and/or attending the Venue, each Patron acknowledges that, even with AGPC's COVID-19 safe measures in place (including but not limited to those set out in AGPC's COVID-Safe Event Plan (viewable at www.motogp.com.au, or any additional document issued by AGPC prior the Event), there remains an unquantifiable risk of transmission of viral illness, including COVID-19. For some people, COVID-19 has very serious health consequences. For up to date information on COVID-19 in Victoria please visit www.coronavirus.vic.gov.au.
- 2.2. Patrons acknowledge that they have considered any COVID-19 associated risks and their own personal circumstances, including any health conditions or vulnerability that a Patron may have, including the circumstances of any guest(s) or dependant(s) of the Patron, or any persons with whom Patrons

will be in close contact following attendance at the Venue.

- 2.3. AGPC will rely on the purchase of a Ticket and/or entry to the Venue as each Patron's acknowledgement and acceptance of the Attendance Conditions and these Special Conditions, and proceed on the basis that all Patrons acknowledge and accept these risks to enter the Venue.
- 2.4. AGPC strongly recommends that you install the Australian Government COVIDSafe App and the Service Victoria App on your mobile device, with Bluetooth activated prior to entering the Venue.
- 2.5. Patrons acknowledge and agree that their Ticket and attendance at the Event and Venue is subject to any COVID-19 related restrictions, regulation, policy or health directive issued by any federal, state or municipal government authority (or as required to be issued by AGPC) as applicable to Patrons, the Venue and/or the Event ('**Health Directive**').
- 2.6. It is each Patron's sole responsibility to ensure they do not enter the Venue if they (or anyone in their party):
 - (a) are required to self-isolate or quarantine at any time during the Event;
or
 - (b) are exhibiting signs of COVID-19 (as those symptoms are recognised and published by the Victorian Department of Health ('**DH**') and updated from time to time) ('**COVID-19 Symptoms**'); or
 - (c) are not permitted to attend the Event and/or enter the Venue as a result of any Health Directive;
 - (d) do not hold any pass, permit, certificate or similar which Patrons are required to hold in order to attend the Event under any Health Directive (or a valid exemption from such requirements).
- 2.7. Patrons will be denied entry to the Venue should they:
 - (a) have or show any COVID-19 Symptoms as detected prior to the Event or at the point of entry to the Venue, in AGPC's sole discretion; or
 - (b) not be permitted to attend the Event and/or enter the Venue as a result of any Health Directive;
 - (c) not hold any pass, permit, certificate or similar which Patrons are required to hold in order to attend the Event under any Health Directive (or a valid exemption from such requirements).
- 2.8. A Health Directive may be issued prior to or during the Event, which may require the following:
 - (a) collection of Patrons' contact information (including Patrons' name, phone number, date and time of entry and exit through the use of the Victorian Government QR code or other device/app or method

of collecting that information) for the purpose of contact tracing in the event of a positive COVID-19 diagnosis as required by DH) and as further set out in AGPC's Privacy Policy;

- (b) undertaking health and temperature screenings upon entry, as required;
 - (c) submitting to COVID-19 testing, as required;
 - (d) proof of the Patron being tested for COVID-19 during a specified period of time prior to the Event, and the Patron's test being negative;
 - (e) proof of the Patron having received at least two (2) doses of a COVID-19 vaccination (or proof of the Patron being exempt from any Health Directive requiring Patrons to be vaccinated);
 - (f) abiding by any seating or zoning arrangement, including any person density requirements implemented by AGPC;
 - (g) adhering to social distancing where possible (which means maintaining a distance of at least 1.5m from other Patrons) and high-level hygiene practices (e.g. hand hygiene, wearing of a mask as required by DH, and the use of cashless transaction at the Event);
 - (h) utilisation of E-tickets and scanning out (if required) when leaving the Venue if a Patron intends to return; and
 - (i) any other DH restriction or requirement as issued from time to time relevant to the Event.
- 2.9. A Patron who does not comply with a Health Directive may be deemed in breach of the Special Conditions and/or Attendance Conditions and may be denied entry or evicted from the Venue, in AGPC's sole and absolute discretion. In such circumstances, Tickets will not be exchanged or refunded unless required by law (including the Australian Consumer Law).
- 2.10. Patrons agree to comply with all guidance and direction provided by any Authorised Person (as that term is defined in the Attendance Conditions) or AGPC Covid marshals ('**Covid Marshal**') located throughout the Venue, at any time during the event.
- 2.11. Failure to comply with the guidance and direction of an Authorised Officer or Covid Marshall may result in a Patron being evicted from the Venue at AGPC's sole and absolute discretion. In such circumstances, Tickets will not be exchanged or refunded unless required by law (including the Australian Consumer Law).

3. VENUE

- 3.1. Patrons acknowledge and agree that the Venue may be subject to COVID-19 measures, which may include dividing the Venue into different zones and/or precincts ('**Precinct**') (each with Patron capacity limits) and that a Ticket may only grant access into the Precinct designated on the Patron's ticket.

4. TICKET CANCELLATION OR CHANGES

- 4.1. Patrons acknowledge that a Ticket purchased to the Event, may be subject to:
- (a) cancellation if there is a reduction in attendance capacity at the Venue and AGPC can no longer accommodate the Patron ('**Ticket Cancellation**'); or
 - (b) changes in respect of the Venue or facility layout (including Precinct, viewing areas, entertainment offering, or other conveniences and attractions) ('**Ticket Change**').

5. REFUNDS

- 5.1. For the purpose of this Condition, the following definitions apply:
- (a) '**Partial Refund**' means the difference in the total retail selling price of two Tickets (excluding any credit card fees) to be returned to the Patron by AGPC in AUD\$ (but excluding any on-seller commission or mark-up, currency conversion or exchange rates and any expenses or costs incurred by a Patron in connection with the Event).
- 5.2. A Patron will be eligible for a Partial Refund if:
- (a) a Ticket Change occurs; and
 - (b) the Patron's Ticket is re-issued for a different Precinct;
 - (c) and the total retail selling price of the Patron's original Ticket is greater than the total retail selling price of the Patron's re-issued Ticket.
- 5.3. A Patron will not be entitled to a Partial Refund (unless required by law including the Australian Consumer Law) in the following circumstances:
- (a) a Patron is in breach of these Special Conditions and/or the Attendance Conditions;
 - (b) a Patron does not comply with a Health Directive and is refused entry or required to leave the Venue due to non-compliance with a Health Directive;
 - (c) a Patron is well and does not wish to attend the Event due to fears of exposure to COVID-19;
 - (d) a Patron elects not to attend the Event at their own discretion; or
 - (e) a Patron attends the Event and subsequently elects to leave part way through due to feeling unwell.
- 5.4. If a Patron is unable to attend the Event for any reason, the Patron can resell their ticket through the approved resale platform.

6. PAYMENT OF REFUND

- 6.1. A Patron accepts that where AGPC is required to issue a Full or Partial Refund under these Special Conditions, AGPC will use the credit card or direct debit details provided by the Patron at the time the tickets were purchased. If the Patron requires the Refund to be processed by alternative

means (including where the original credit card is no longer valid), the Patron must contact the issuer of the Ticket.

- 6.2. On payment of the Full or Partial Refund to the Patron by AGPC, the Patron acknowledges and agrees that in no circumstances will AGPC be liable for, and the Patron hereby releases and discharges AGPC from, all direct, indirect, consequential, exemplary, or special damages, losses, costs and/or expenses suffered by the Patron arising in connection with the Ticket to the Event. Such loss or damage may include, but is not limited to, accommodation, airfares, transfers, meals and taxes, where applicable.

7. CHANGES TO THESE SPECIAL CONDITIONS AND THE GENERAL CONDITIONS

- 7.1. It may be necessary for AGPC to make changes to the Attendance Conditions and/or these Special Conditions, including at short notice.
- 7.2. Wherever possible AGPC will provide Patrons with as much advance notice as is possible on our website at www.grandprix.com.au.
- 7.3. Given the nature of the COVID-19 pandemic, AGPC will require Patrons to comply with any changes that AGPC makes to the Attendance Conditions and/or these Special Conditions, regardless of whether the Tickets were purchased before or after such change is made.
- 7.4. If a Patron cannot comply with any updated version of the General Conditions and/or these Special Conditions, Patrons must not purchase a Tickets or, if already purchased, must not attend the Event or enter the Venue.

8. MISCELLANEOUS

- 8.1. Patrons acknowledge and agree that any part or parts of these Special Conditions which contravene law are not enforceable (or part or parts thereof) are severable to the extent any are not enforceable and this does not invalidate the remaining Special Conditions.
- 8.2. These Special Conditions are governed by the laws of the State of Victoria.

Anyone with an enquiry in relation these Special Conditions should call 03 9258 7100 or email enquiries@grandprix.com.au.

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