

MOTOGP™ GURU BY GRYFYN AUSTRALIAN MOTORCYCLE GRAND PRIX 2023

ATTENDANCE CONDITIONS

By purchasing or holding a Ticket or by entering the MotoGP™ Guru by Gryfyn Australian Motorcycle Grand Prix 2023 ('**Event**') at the Phillip Island Grand Prix Circuit ('**Venue**'), the Patron agrees that they are subject to, and bound to comply with AGPC's mandated attendance conditions ('**Attendance Conditions**').

WARNING: If you participate in these activities your rights to sue the supplier under the **Australian Consumer Law and Fair Trading Act 2012** if you are killed or injured because the activities were not supplied with due care and skill or were not reasonably fit for their purpose, are excluded, restricted or modified in the way set out in these Attendance Conditions.

NOTE: The change to your rights, as set out in these Attendance Conditions, does not apply if your death or injury is due to gross negligence on the supplier's 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 2022 and section 22(3)(b) of the **Australian Consumer Law and Fair Trading Act 2012**.

*The 'activities' referred to in this WARNING are a reference to the Recreational Activities. This exclusion of liability for Recreational Activities is further described in clause 3 of these Attendance Conditions. Clause 4 also contains a limitation of liability and indemnity in relation to Non-Recreational Activities.

1. BACKGROUND

1.1. In these Attendance Conditions:

- (a) '**AGP Act**' means the *Australian Grands Prix Act 1994 (Vic)*;
- (b) '**AGPC**' means Australian Grand Prix Corporation, who is the promoter of the Event;
- (c) '**Associated Entities**' means the Crown in right of the State of Victoria, the Minister administering the AGP Act, Fédération Internationale de Motocyclisme (**FIM**), Dorna Sports S.L. (**Dorna**) and its affiliate companies: Dorna Worldwide S.L., International Events Services S.L., Externpro S.L, Fontetes Motor S.L., Promomedia S.L.U., International Road Racing Team Association, Promoter Les Comes Special Events S.L., Motorcycling Australia Limited, Motorcycling Victoria, Linfox Property Group Pty Ltd, Fox Group Holdings Pty Ltd, National Motorcycle Federation, PI Circuit Pty Ltd, PI Graydens Pty Ltd,

PI Sunrise-McGuigan Pty Ltd, PI Visitor Centre Pty Ltd, PI Operations Pty Ltd, Integrated Event Delivery Management Pty Ltd and all other persons involved in the conduct, promotion and organisation of the Event, including teams, service companies, national and international officials, race direction, clerks of the course, sporting technical stewards, timekeepers, marshals, sponsors, MotoGP Medical Team, MotoGP Health Centre, TV broadcasters, all accredited media, all VIP guests from the above mentioned bodies, competitors and riders, and in each case their respective directors, officers, employees, agents, contractors, representatives, guests, volunteers and affiliated companies and assignees;

- (d) **'Australian Consumer Law'** means the Australian Consumer Law under Schedule 2 of the *Competition and Consumer Act 2010* (Cth);
- (e) **'Fair Trading Act'** means the *Australian Consumer Law and Fair Trading Act 2012* (Vic);
- (f) **'ME Act'** means the *Major Events Act 2009* (Vic);
- (g) **'Non-Recreational Activities'** means participating in any activity which is not a Recreational Activity whilst attending the Event;
- (h) **'Patron'** includes any person who, at any time, holds or purchases or otherwise acquires a Ticket to the Event and/or enters the Venue;
- (i) **'Recreational Activities'** means participating in any of the following at the Event —
 - (i) a sporting activity or a similar leisure-time pursuit; or
 - (ii) any other activity that—
 - (A) involves a significant degree of physical exertion or physical risk; and
 - (B) is undertaken for the purposes of recreation, enjoyment or leisure; and
- (j) **'Ticket'** means any ticket (including a digital or 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.

2. ACCEPTANCE OF EVENT RULES

- 2.1. The Patron's purchase of a Ticket, and entry to and presence at the Event, is subject to:
- (a) these Attendance Conditions, as amended by AGPC in accordance with clause 18.2;
 - (b) any special conditions or requirements specified by AGPC as applying to the Event or the Venue as amended in accordance with clause 18.2 ('**Special Conditions**');
 - (c) Part 3A and Part 4 of the [Australian Grands Prix Act 1994 \(Vic\)](#) ('**AGP Act**') and regulations made under the AGP Act;
 - (d) Part 4 and Part 9A of the [Major Events Act 2009 \(Vic\)](#) ('**ME Act**'); and
 - (e) any directions issued by AGPC, which includes its representatives and any person appointed as an authorised person under the AGP Act, ME Act or any other relevant legislation or instrument ('**Authorised Person**'),

collectively, the '**Event Rules**'.

- 2.2. By purchasing a Ticket, attending the Event and/or entering the Venue for the Event, Patrons accept and understand as binding the Event Rules. It is each Patron's responsibility to inform themselves of all the Event Rules.

3. WARNING, WAIVER AND LIMITATION OF LIABILITY: RECREATIONAL ACTIVITIES

- 3.1. **WARNING: PARTICIPATION IN RECREATIONAL ACTIVITIES AT THE VENUE DURING THE EVENT MAY BE DANGEROUS AND ACCIDENTS CAN HAPPEN. PLEASE READ THIS DOCUMENT CAREFULLY AS IT CONTAINS IMPORTANT INFORMATION THAT LIMITS YOUR RIGHTS IN RELATION TO PARTICIPATING IN THE RECREATIONAL ACTIVITIES.**

- 3.2. The Patron acknowledges and agrees that:
- (a) they undertake the Recreational Activities at their own risk;
 - (b) nothing in these Attendance Conditions is intended to limit or exclude liability arising from:
 - (i) death or personal injury caused by the gross negligence (defined in the textbox at the beginning of these Attendance Conditions) or AGPC or any of the Associates Entities; or
 - (ii) fraud or fraudulent misrepresentation, criminal acts or breach of statutory duties by AGPC or any of the Associated Entities; and
 - (c) to the maximum extent permitted by law including the Fair

Trading Act and except for liability in clause 3.2(b), AGPC and the Associated Entities exclude their liability to the Patron for the death of the Patron or any personal injury that the Patron may suffer however arising in relation to their participation in the Recreational Activities.

- 3.3. If a Patron elects to participate in any Recreational Activity conducted at the Venue during the Event, the Patron agrees, acknowledges and understands the following:
- (a) participation in Recreational Activities is for the Patron's own enjoyment and leisure and is entirely recreational;
 - (b) there is inherent risk in participating in the Recreational Activities;
 - (c) the Patron has been warned that there is a risk of personal injury arising from or in connection with their participation in the Recreational Activities. The risk of personal injury extends to physical or mental injury (including aggravation, acceleration or recurrence of any physical or mental injury) including but not limited to friction burns, whiplash, abrasions, bruising, damage to teeth, muscular injury, motion sickness, splinters, loss of consciousness, and fractures to bones together with soft tissue injuries generally; and
 - (d) the risk of personal injury that a Patron may suffer in relation to participation in the Recreational Activities may arise from or be connected to:
 - (i) contact or collision with the surface of a ride;
 - (ii) contact or collision with another Patron;
 - (iii) the movement of a ride;
 - (iv) weather conditions;
 - (v) slipping and tripping on floor surfaces;
 - (vi) the acts and/or omissions (including negligent ones) of other Patrons at the Event;
 - (vii) incorrect use of any rides or equipment;
 - (viii) failure to follow instructions in relation to participation in a Recreational Activity; or
 - (ix) the unforeseen failure or malfunction of a ride or equipment.
- 3.4. The Patron should consider participation in the Recreational Activities in a responsible manner and with good judgment, particularly if the Patron has a health or medical condition, is pregnant or has other physical limitations. Patrons with medical conditions are responsible for assessing whether they can participate. Patrons must seek medical advice if uncertain.

4. LIMITATION OF LIABILITY AND INDEMNITY: NON-RECREATIONAL ACTIVITIES

- 4.1. The Patron agrees and acknowledges that:
- (a) participating in the Non-Recreational Activities is for the Patron's own enjoyment;
 - (b) there is an inherent risk in participating in the Non-Recreational Activities. The Event takes place outdoors, so conditions may vary (including access, seating, protection from weather, terrain and available facilities). Some areas at the Event are exposed to direct sunlight, heat, high winds and extreme wet weather conditions;
 - (c) they have been advised to take appropriate care for their own wellbeing at the Event, including hydration and sun protection;
 - (d) the risk of a personal injury in participating in the Non-Recreational Activities may arise from or be connected to:
 - (i) contact or collision with debris or any other motorsport racing incident;
 - (ii) weather conditions; or
 - (iii) any acts or omissions (including negligent ones) of other Patrons at the Event; and
 - (e) they are responsible for the safety and security of their own personal property during the Event.
- 4.2. AGPC and the Associated Entities acknowledge that nothing in these Attendance Conditions operates to exclude, restrict or modify the application of any implied condition or warranty, provision, the exercise of any right or remedy (including a right to indemnify), or the imposition of any liability, implied or conferred under any law including the Australian Consumer Law and the Fair Trading Act (except where the law permits such obligations to be excluded, limited or modified) (**'Non-Excludable Obligations'**).
- 4.3. Except for the Non-Excludable Obligations and without limiting clause 3.2, the parties agree and acknowledge that AGPC and the Associated Entities exclude liability for:
- (a) loss or damage arising from the risks accepted by the Patron under clause 4.1 from participating in the Non-Recreational Activities (except to the extent AGPC or any Associated Entities caused or contributed to such loss or damage); and
 - (b) any indirect or consequential loss or damage, including loss of opportunity, loss of profit, loss of goodwill or other indirect or remote loss direct or indirect loss or damage the Patron may suffer arising from or in connection with their attendance at the Event.
- 4.4. The parties agree and acknowledge that the Patron indemnifies AGPC and the Associated Entities for any loss or damage that AGPC may suffer as a result of a breach by the Patron of these Attendance Conditions,

except to the extent AGPC or any Associated Entities caused or contributed to such loss or damage.

5. PROHIBITED CONDUCT

- 5.1. At the Event and within the Venue, Patrons must not, without the prior written consent of AGPC (which may be withheld or conditioned at AGPC's sole and absolute discretion):
- (a) enter any fenced or cordoned off area, or interfere with any activity undertaken by AGPC or an Associated Entity in any fenced or cordoned off area, including the racetrack;
 - (b) enter or remain, or cause any person to enter or remain, in the dam or waterway within the Venue;
 - (c) remain at the Venue or any area used for the Event outside the published closing times of the Event;
 - (d) leave the Event other than through a designated exit;
 - (e) remove any glass object from a reserved area;
 - (f) block any thoroughfare or erect any structure;
 - (g) litter or misuse, deface, damage, or tamper with any building or thing;
 - (h) pick, damage or uproot any tree or shrub, disturb or interfere with any fauna, or excavate any part of the Venue;
 - (i) climb or remain on any tree or structure;
 - (j) post, stick or place any poster, placard, bill, banner, print, paper or any advertising material on any building, structure, fence or tree;
 - (k) distribute any printed or visual matter;
 - (l) promote any advertising or promotional material, samples of goods or services or any other matter or thing or otherwise engage in ambush marketing;
 - (m) distribute, hawk, sell, offer or expose for sale any goods or services or collect money or orders from Patrons for goods and services;
 - (n) operate or use a loud hailer, public address system or other device which may interfere with electronic or radio communications being used by AGPC;
 - (o) throw or kick any stone, bottle or other projectile;
 - (p) busk or conduct similar entertainment;
 - (q) conduct public surveys or opinion polls, solicit money, donations or subscriptions from members of the public;
 - (r) sell, offer or make available for sale, or give away any Ticket;

- (s) disrupt, interrupt or behave in any manner that may disrupt or interrupt any official or employee or contractor of AGPC, or any race, event or activity;
- (t) act or conduct oneself in such a way as to hinder, obstruct or interfere with a rider or driver of any vehicle taking part in a race or to adversely affect the safety of the public;
- (u) deliberately obstruct the view of any Patron seated in a seat in the immediate vicinity, or cause unreasonable inconvenience to any Patron, official or employee or contractor of AGPC, or interfere with the comfort of any Patron or their enjoyment of the Event;
- (v) use racist, indecent or obscene language or threatening or insulting words or otherwise behave in a threatening, abusive, riotous, indecent or insulting manner;
- (w) interfere with, obstruct or hinder AGPC or an Authorised Person in the exercise of their powers, functions or duties;
- (x) ignite any flare or firework, explosive or smoke bomb;
- (y) become intoxicated, use banned drugs or supply alcohol to minors;
- (z) smoke in a designated 'no smoking' area; or
- (aa) refuse to follow any direction issued by AGPC and/or an Authorised Person.

6. PROHIBITED ITEMS

- 6.1. Patrons must not, without the prior written consent of AGPC (which may be withheld or conditioned at AGPC's sole and absolute discretion), have in their possession at the Event, or bring into the Venue any:
- (a) alcoholic beverage (unless purchased at the Event);
 - (b) glass bottle or glass container (unless purchased at the Event);
 - (c) beverage container with the manufacturer's seal broken (unless purchased at the Event);
 - (d) hard cased esky or ice box (polystyrene eskies and cooler bags are acceptable);
 - (e) chair, lounge, bench or stool, other than a folding chair or folding stool;
 - (f) clothing bearing any racist, indecent or obscene language or images, or clothing that is intimidating to other Patrons such as outlaw motorcycle club colours;
 - (g) prohibited or controlled weapon, firearm, or any dangerous goods;

- (h) animal, other than an assistance dog;
- (i) metal flag or banner pole longer (or extending to longer) than 1 metre, or any flag or banner which could reasonably be used in contravention of Attendance Conditions 5.1 (t) or 5.1 (u);
- (j) whistle, loud hailer, horn or bugle;
- (k) flare, firework, laser pointer, or distress signal;
- (l) public address system, electronic equipment, broadcast equipment or similar device which may interfere with broadcast equipment or similar device being used by AGPC or other persons authorised by AGPC in connection with the Event;
- (m) vehicle, including any golf buggy, bicycle, skateboard, roller skates, roller blades or scooter (unless reasonably required to facilitate access to the Event for a person with a disability, health condition or impairment);
- (n) item the possession of which does not have an ordinary and reasonable use by a Patron at the Event and which may be used to damage or deface property, buildings or any part of the area used for the Event (including without limitation any spray paint);
- (o) item that could disrupt or interrupt the Event, hinder, obstruct or interfere with any driver taking part in the Event, adversely affect public safety, excavate any part of the area used for the Event or erect any structure;
- (p) item in such quantity that a reasonable person could infer that the item is to be used for commercial purposes;
- (q) goods or tickets for the purpose of sale or commercial distribution to Patrons;
- (r) drones, spider cameras or any other aerial photographic, video or audio recording equipment;
- (s) camera lenses with a physical length greater than 400mm or any other item which might reasonably obstruct the view of any other Patron; or
- (t) photographic, video or audio recording equipment which AGPC reasonably considers may be used in breach of Attendance Condition 12.1, and may include (without limitation) audio recorders, camera tripods, monopods or any digital recording equipment.

6.2. To ensure compliance with this Attendance Condition 6, AGPC may, at any time, require a Patron to open for inspection any vehicle, bag, basket or other receptacle, or turn out their pockets. Patrons who fail to comply with such a request may be refused entry or directed to leave the Event.

- 6.3. Any consent to any item brought into the Event given by AGPC may be revoked by AGPC at any time. If such consent is withdrawn, the Patron must immediately relinquish the prohibited item to AGPC or leave the Event immediately.

7. TICKETS GENERALLY

- 7.1. AGPC may direct any Patron at any time at the Event to produce a valid Ticket.
- 7.2. At all times, Tickets remain the property of AGPC.
- 7.3. Tickets are non-transferable and other than in accordance with clause 14.1, must not be exchanged or transferred for fee, reward or other valuable consideration, or otherwise commercially dealt with (including for advertising or other promotional purposes such as prizes, competitions, contests or sweepstakes), without the prior written consent of AGPC. If granting such consent, AGPC may attach additional conditions to any Tickets as they see reasonably appropriate.
- 7.4. AGPC in its absolute discretion, holds the right to cancel a Patron's Ticket if a Patron conducts itself in an abusive or threatening manner towards any AGPC staff member during the period between purchasing their Ticket and the Event. If the Patron's Ticket is cancelled under this Attendance Condition 7.4, the Patron will not be eligible for a refund on their Ticket.
- 7.5. Each Patron must keep their Ticket safe and in good condition. Unless AGPC has a Non-Excludable Obligation to replace a Ticket, or unless clause 11.2 applies, AGPC is not obliged to replace any Ticket, including but not limited in the event of loss or theft – however AGPC may, in its sole and absolute discretion, replace a Ticket which has been lost or stolen (and, acting reasonably, may charge a fee for that replacement).
- 7.6. AGPC reserves the right to issue all Tickets electronically, and require individual Patrons to use individual Tickets when entering the Venue.

8. CONCESSIONS

- 8.1. Patrons holding a concession Ticket must provide identification confirming concession status at the time of entry and carry that identification with them at all times during the Event.
- 8.2. AGPC will accept the following cards as proof of concession only: Full Pensioner Concession Card or Full Time Student Card (including International), Health Care Card and Veterans Affairs Card. Senior Cards are not accepted as a form of concession.
- 8.3. If a Ticket has been acquired on a concession basis and the Patron is unable to show concession identification to the reasonable satisfaction of AGPC at any time during the Event, the Patron may be refused entry or

directed to leave the Event by AGPC.

9. CHILDREN

- 9.1. Unless otherwise authorised by AGPC, every Patron entering the Event must have a Ticket.
- 9.2. From time to time AGPC may sell or grant a class of Ticket to children of, or under, a particular age ('**Children's Ticket**'), for example:
- (a) children aged 14 years old and under may be able to obtain Island Pass (GA) Tickets to the Event as part of 'Family Ticket' (2 adults and 2 children aged 14 years of age and under); and
 - (b) children aged 15 years old and above may be able to obtain Tickets advertised at concession price, upon proof of full time secondary or tertiary student cards or a valid International Student card.
- 9.3. The following conditions apply to any Children's Ticket or entry to the Event by a Patron on the basis that the Patron is a child under a certain age:
- (a) the child Patron must be accompanied by an adult Patron (18 years of age or over) at all times during attendance at the Event;
 - (b) AGPC or its representatives may require evidence of the child Patron's age or make a reasonable assessment of the Patron's age in which case AGPC's or its representative's assessment will be final and determinative;
 - (c) the child Patron's age shall be determined as at the date the Ticket is presented for entry to the Event (not the date of purchase); and
 - (d) if AGPC (or its representative) assesses any Patron bearing a Children's Ticket to be older than the age applicable to the Ticket, AGPC may:
 - (i) direct the person to purchase a Ticket that is available to persons of that age; or
 - (ii) otherwise refuse entry or direct the Patron to leave the Event without refund.
- 9.4. All children accompanying Patrons within a grandstand on circuit at the Venue:
- (a) between the ages of 3 and 14 years old must be a holder of a children's grandstand Ticket; and
 - (b) infants aged 2 years and under will be permitted to enter the grandstand with an adult Patron holding a valid grandstand Ticket subject to:

- (i) being adequately accommodated within the allocated seating of the adult Patron they are accompanying without contravening Attendance Condition 5.1(u); and
- (ii) should the child be found to contravene this Attendance Condition 9.4(b):
 - (A) AGPC will require the adult Patron to purchase a Ticket for a seat within the grandstand for the child to occupy; or
 - (B) the child and the adult Patron will be required to leave the grandstand.

9.5. Patrons agree and acknowledge that:

- (a) if they accompany children at the Event, the Patrons are responsible for the care, conduct and supervision of those children and must keep those children within sight at all times, particularly when in the vicinity of the racetrack and the dam or waterway at the Venue; and
- (b) children may not be permitted to enter certain areas at the Event for safety or responsible service of alcohol reasons as determined or advised by AGPC in its absolute discretion.

9.6. All persons entering the area known, and designated by AGPC as the MotoGP™ Paddock ('**Paddock**') regardless of age must have a valid Dorna accredited pass that grants the pass holder access to the Paddock ('**Paddock Pass**').

10. CHANGES TO THE EVENT

- 10.1. Patrons acknowledge that the dates of the Event are not set until fixed by FIM in the confirmed calendar for the relevant year's MotoGP™ season.
- 10.2. If a Ticket is acquired prior to the dates of the Event being confirmed by FIM, the Patron acknowledges and agrees that the provisional dates of the Event may change, and unless a Non-Excludable Obligation applies or clause 11.2 applies, that the Patron will not be entitled to a refund in circumstances where the Patron is unable to attend the Event once the date is confirmed.
- 10.3. If the published provisional dates are changed, AGPC will provide notice to the Patron by publishing any such changes at www.motogp.com.au and each Ticket will be valid for the rescheduled dates.
- 10.4. AGPC otherwise reserves the right to:
 - (a) Add, withdraw or substitute any drivers, riders, performers or activities, including support category track activity, any concerts or other entertainment associated with the Event, vary programs, other conveniences and attractions and audience capacity from time to time; and

- (b) alter and amend layout/zone/precinct/entertainment offerings.
- 10.5. Except for the Non-Excludable Obligations and under clauses 11.2 and 18.2, AGPC and the Associated Entities will not be liable to any Patron 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, shortening or other change to the Event (or any part thereof). Such loss or damage may include, but is not limited to, spending money, accommodation, flights, meals and all other ancillary costs incurred as a result of attending the Event (including, without limitation, transport to and from the Event, airline and/or airport taxes and transfers, where applicable).
- 10.6. Impressions and maps of the Event area published by AGPC are approximate only. Natural or other obstructions may impede viewing in some areas and no reliance should be placed on impressions or maps when purchasing Tickets.
- 10.7. Locations, amenities (including roofing and weather protection) and size of seating, viewing areas and other conveniences and attractions may vary. AGPC reserves the right to determine actual and final location and structure of seating, viewing areas and other conveniences and attractions. Seating amenities (including roof and weather protection) may vary from previous events and images as shown on www.motogp.com.au.
- 10.8. Where a Patron has purchased a Ticket which includes an allocated seat or seating and AGPC makes a material change (as determined by AGPC in its sole and absolute discretion) to a Patron's:
 - (a) type or location of seating; or
 - (b) viewing areas,

each a '**Seat Change**', AGPC will use all reasonable endeavours to notify the Patron directly.

- 10.9. If the Patron does not accept the revised seating arrangement, AGPC will offer an exchange of the Ticket for an available Ticket of the same or higher face value ('**Exchanged Ticket**').
- 10.10. If the Exchanged Ticket is not acceptable to the Patron, or if no Exchanged Ticket is available for a Patron who does not accept their revised seating arrangement, Attendance Condition 11.2(c) will apply.

11. REFUND POLICY

- 11.1. Unless AGPC has a Non-Excludable Obligation to provide a refund or if Attendance Condition 11.2 applies, payments made to AGPC for Tickets will not be refunded. For example, refunds will not be issued for:
 - (a) the non-appearance of any particular person, group or personality such as a team, rider, performer or band (whether

advertised or not);

- (b) any variation to the on-track Event program, conveniences and attractions such as shortening, postponement or cancellation of any part of the MotoGP™ program by race stewards;
- (c) any variation to the off-track Event program, conveniences and attractions such as postponement or cancellation of any entertainment, amusements or interactive display;
- (d) any adverse weather conditions; and
- (e) any other circumstance beyond the reasonable control of the AGPC (including, but not limited to, restrictions, regulations, policies or directives issued by any federal, state or municipal government authority (or as required to be issued by AGPC) (**'Government Directive'**)).

11.2. To the extent permitted by law, AGPC will refund payments made by Patrons to AGPC for Tickets in the following circumstances:

- (a) on a particular day of the Event, less than 1 hour of total on-track activity occurs (which includes any MotoGP™ exhibition events and support category sessions), subject to the following:
 - (i) if the Ticket is a single day Ticket – the Patron will receive a refund of the value of the single day Ticket; or
 - (ii) if the Ticket is a 3-day Ticket – the Patron will receive a refund of a fair portion of the value of the Ticket depending on the relevant day cancelled or the variation, the value of such refund to be reasonably determined by AGPC;
- (b) the entire Event is cancelled and cannot be rescheduled;
- (c) AGPC makes a Seat Change in accordance with Attendance Condition 10.8; and
- (d) in other any other circumstances which AGPC reasonably considers is appropriate.

11.3. In respect of a Ticket 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.

11.4. Nothing in Attendance Condition 11 or the Event Rules generally affects Patrons' rights under the Australian Consumer Law, the Fair Trading Act, or similar legislation regarding consumer guarantees, implied conditions and warranties to the extent that such consumer guarantees, implied conditions or warranties cannot be excluded by law.

12. RECORDINGS

- 12.1. Without limiting any action available to AGPC pursuant to the AGP Act or any amendment thereof, it is a condition of entry to the Event that Patrons 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 commercial purpose, without the prior written consent of AGPC or Dorna – except for the private enjoyment (i.e. personal social media purposes only) of the person making the Recording, Data or Image.
- 12.2. If a Patron 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 or Dorna, the Patron must:
- (a) on request by AGPC or Dorna assign, in writing, all copyright and all other intellectual property in any such Image or Recording to AGPC or Dorna or its assignees or nominees as directed by AGPC or Dorna; and
 - (b) consent to use by AGPC, Dorna and any third parties authorised by them from time to time for the purposes of or in connection with any publication, exhibition or broadcast (including any advertising or promotional material) in any media worldwide of any such Recording or Image taken at the Event which includes any images of Patrons and Patrons waive any and all of their personality and privacy rights to the extent necessary to permit such use.

13. USE OF LIKENESS

- 13.1. Patrons acknowledge that AGPC, Dorna 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).
- 13.2. Unless the Patron otherwise reaches an agreement with AGPC or Dorna, each Patron hereby grants FIM, Dorna, AGPC, Associated Entities and third parties authorised by them, permission to use Recordings or Images, or other images or likenesses of the Patron including sound recordings, in any media (including publication within and outside Victoria, Australia) and for any other purpose described in AGPC's Privacy Policy without identification, compensation or payment of any kind. Patrons can contact AGPC in order to reach such an agreement.

14. RESTRICTIONS ON TRANSFERS AND RE-SALE

- 14.1. The Event is subject to a major event declaration under the ME Act. It is an offence, and a breach of these Attendance Conditions, for a Ticket to be sold, or offered or advertised for resale, at a price exceeding its face value purchase price by more than 10%.
- 14.2. Offences under the ME Act can result in heavy fines.
- 14.3. Further, where a Ticket is offered for sale, sold, transferred, used or disposed of in breach of these Attendance Conditions or the terms of the Ticket, then to the extent permitted by law, including the Non-Excludable Obligations, all affected Tickets will be cancelled by AGPC without notice and any Ticket holder seeking to use the Ticket may be refused admission to, or evicted from the Venue, by any Authorised Person without refund or compensation of any kind, and the person who has breached this condition must deliver up any and all Tickets in that person's possession at the request of an Authorised Person.
- 14.4. Grandstands and general admission Tickets (excluding hospitality Tickets) may only be sold or on-sold by a Patron using the Tixel platform in accordance with their terms and conditions.

15. PASS-OUTS

- 15.1. Each Patron's entry to the Event is not transferable. If a Patron is exiting the Event and seeks re-entry, the Patron must first scan their Ticket upon exit and then re-scan their Ticket upon re-entry, to regain entry on the same day.

16. PERSONAL INFORMATION

- 16.1. AGPC collects personal information (within the meaning of Australian privacy legislation) about Patrons which is necessary for it to operate the Event and to help promote the Event and subsequent Australian Grands Prix or Australian Motorcycle Grands Prix and related and similar events, in accordance with AGPC's Privacy Policy which is available at [Privacy Policy | Australian Motorcycle Grand Prix \(motogp.com.au\)](https://www.motogp.com.au/privacy-policy).
- 16.2. AGPC's Privacy Policy explains in more detail the types of personal information AGPC usually collects, the purposes for which AGPC may use the Patron's personal information (including direct marketing), the third parties to whom AGPC may disclose any personal information, and generally how AGPC handles the Patron's personal information. The Privacy Policy also sets out how Patrons can seek access to, and correction of, their personal information, how to make a privacy complaint and how AGPC deals with these complaints.

17. BREACH OF ATTENDANCE CONDITIONS

- 17.1. The Patron acknowledges that, without prejudice to, and without limiting, any other rights which AGPC or any other Authorised Person may have, if the Patron contravenes any of these Attendance Conditions (in the reasonable opinion of AGPC and/or an Authorised Person), AGPC may in its absolute discretion:
- (a) refuse the Patron entry to the Venue for the Event, direct the Patron to leave the Venue during the Event, cancel a Patron's Ticket and/or prohibit the Patron from attending future Events;
 - (b) cancel a Patron's Ticket if a Patron conducts itself in an abusive or threatening manner towards any AGPC staff member during the period between purchasing their Ticket and the Event. If the Patron's Ticket is cancelled under this paragraph, the Patron will not be eligible for a refund on their Ticket; and
 - (c) take legal action against the Patron in connection with any contravention, including issuing a penalty under the ME Act.

18. MISCELLANEOUS

- 18.1. The parties acknowledge and agree that any part or parts of these Attendance 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 Attendance Conditions.
- 18.2. AGPC reserves the right to amend these Attendance Conditions from time to time and will include the amended Attendance Conditions on its website at www.motogp.com.au. Where any amendment of these Attendance Conditions is material and will detrimentally impact the Patron, AGPC will notify the Patron of this amendment.
- 18.3. The parties agree that these Attendance Conditions will be governed by and construed in accordance with the laws of the State of Victoria and the parties submit to the exclusive jurisdiction of the courts of the State of Victoria.

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

June 2023