

MotoGP™ Guru by Gryfyn Australian Motorcycle Grand Prix 2023

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 certain Clients in accordance with Condition 5.5.

AGPC means the Australian Grand Prix Corporation (ABN 86 947 927 465), a body corporate established by the *Australian Grands Prix Act 1994 (Vic)* of Level 5, 616 St Kilda Road, Melbourne VIC 3004.

Alternative Facility has the meaning given in Condition 4.6(a).

Attendance Conditions means the attendance conditions, as amended from time to time, in respect of the Event (including any special conditions applicable to the Event).

Australian Consumer Law means the Australian Consumer Law under Schedule 2 of the *Competition and Consumer Act 2010 (Cth)*.

Booking Date means the date the Client purchases the Tickets through a Ticketing Agent or if applicable, returns the completed Hospitality Booking Form or On-Seller Agreement to AGPC.

Catering Agent means the person(s) or organisation(s) appointed by AGPC to provide catering (including food, and alcoholic and non-alcoholic beverages) elements of the Hospitality Services during the Event.

Claim means any claim, action, demand or proceeding:

- (a) arising out of or in connection with these Conditions; 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.

Client means:

- (a) the party that purchases the Tickets through a Ticketing Agent;
- (b) the party named as the 'Client' in the Hospitality Booking Form; or
- (c) the party named as the 'On-Seller' in the On-Seller Agreement.

Conditions means these Hospitality Conditions.

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

Event means the Australian Motorcycle Grand Prix 2023.

Event Dates means 20 October 2023 - 22 October 2023 (inclusive).

Event IP means:

- (a) the Event Title; and
- (b) the Event Title Graphic.

Event Title means the Event title of 'MotoGP™ Guru by Gryfyn Australian Motorcycle Grand Prix 2023'.

Event Title Graphic means the Event logo as determined by AGPC in connection with the Event.

Facility means a 'shared', 'private' or 'customised' hospitality facility at the Event.

Facility Goods and Services means any goods or services required by a Client (which are in addition to the Hospitality Services) for a 'private' or 'customised' Facility.

FIM means Fédération Internationale de Motocyclisme and its agents, affiliates and successors.

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

Governing Body means FIM.

Government Directive means any order, directive, permit, policy, decree, judgement or similar issued by or at the request of any Government Entity.

Government Entity means any federal, state, municipal, domestic, foreign or other regulatory or administrative agency, department, commission, board or instrumentality.

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 these Conditions.

Hospitality Booking Form means, if applicable, the hospitality booking form for particular Facilities at the Event provided to the Client by AGPC.

Hospitality Fee means the amount specified on the Ticketing Agent's booking page or in the Hospitality Booking Form or the amount named as the 'Total Price' in the On-Seller Agreement payable by the Client to AGPC or the Ticketing Agent for the Hospitality Services.

Hospitality Periods means the periods (which may be before, during or after the Event Dates) as advised by AGPC during which AGPC agrees to provide Hospitality Services to the Client.

Hospitality Services means the services to be provided by AGPC to the Client subject to the terms of these Conditions which may include, but are not limited to:

- (a) access for the Client and Invitees to the Facility;
- (b) if the Client has purchased access to a private Facility, benefits specific to 'private' or 'customised' Facilities as set out in Condition 5;
- (c) catering provided by the Catering Agent; and/or
- (d) Advertising Promotion Benefits.

Indemnitees means AGPC, the Crown in right of the State of Victoria, the Minister administering the AGP Act, FIM, 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 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).

International Promoter means Dorna and its agents, affiliates and successors.

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

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) Hospitality 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).

Merchandise means any merchandise incorporating the Event IP or other intellectual property owned by AGPC, in respect of the Event, including but not limited to, apparel, headwear, souvenirs and accessories.

MotoGP™ Paddock means the area known and designated by AGPC as the MotoGP™ Paddock.

MotoGP VIP Village™ means the area known and designated by AGPC as the MotoGP VIP Village™.

Non-Excludable Obligations has the meaning given in Condition 9(a).

On-Seller Agreement means, if applicable, the on-seller agreement for particular Facilities at the Event provided to the Client by AGPC.

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

Special Requests has the meaning given in Condition 4.1.

Special Requests Fee has the meaning given in Condition 4.1.

Taxes means 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 these Conditions 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 (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 access to the relevant Hospitality Services.

Ticketing Agent means Ticketmaster, or any other person(s) or organisation(s) appointed by AGPC as the ticketing agent in respect of selling Tickets to the Event.

Total Fee means:

- (a) the Hospitality Fee; and
- (b) if relevant, any Special Requests Fee.

Venue means Phillip Island Grand Prix circuit (as defined in the Act).

1.2. Interpretation

- (a) Any reference in these Conditions 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 these Conditions and headings are for reference purposes only.
- (b) Where two (2) or more parties are named as the Client, a reference to a right or

obligation of the Client confers that right or imposes that obligation, as the case may be, jointly and severally.

- (c) If the doing of any act, matter or thing under these Conditions is dependent on the consent or approval of a party or is within the discretion of a party, the consent or approval may be withheld or delayed in the absolute discretion of that party or granted or rejected subject to such conditions as that party deems fit.
- (d) A reference to:
 - i. "includes" or "including" will be read as if followed by the phrase "without limitation"; and
 - ii. "or" will be that of the inclusive, being one some or all of a number of possibilities.
- (e) The terms of any other document (including any document of the Client) that purports to form part of these Conditions are hereby excluded unless expressly confirmed in writing by AGPC as forming part of these Conditions.

1.3. Conditions

- (a) These Conditions bind AGPC and the Client from the Booking Date.
- (b) The Client does not have a right to be excluded from complying with these Conditions after the Booking Date except in the circumstances set out in Conditions 4.6 or 11.

2. EVENT DETAILS

2.1. Program

Subject to Condition 12.1 (b), AGPC reserves the right to add, withdraw or substitute any riders, performers or activities at the Event and within the Facility, including any concerts or entertainment, programs, conveniences, food and product offerings, attractions, restricted areas or crowd capacity.

3. PAYMENT

3.1. Hospitality Fee

- (a) The Client must pay the Hospitality Fee to AGPC or the Ticketing Agent in accordance with this Condition 3.
- (b) The Client must pay the Hospitality Fee by credit card, direct debit, bank transfer or such other method notified by AGPC or the Ticketing Agent to the Client from time to time.
- (c) Where the Hospitality Fee is paid by credit card or direct debit:
 - i. the 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 Hospitality Fee to AGPC or the Ticketing Agent;
 - ii. the Client authorises AGPC or the Ticketing Agent to process payments from the Client's credit card or direct debit facility in order to satisfy the Client's obligations in the timetable in Condition 3.2; and
 - iii. where a credit card is nominated, the Client must pay all applicable credit card fees (including any processing fees imposed by the Ticketing Agent).
- (d) The Client accepts that where AGPC or the Ticketing Agent is required to issue a refund or return payment of money back to the Client, whether under these Conditions, by law or otherwise, AGPC or the Ticketing Agent will use the details specified by the Client at the time of purchase of the Tickets unless Condition 3.1 (e)

applies.

- (e) If the Client requires the refund to be processed to an alternative bank account (including where the original credit card is no longer valid), the Client must advise AGPC or the Ticketing Agent of the nominated bank account details within 14 days of notification of the need for AGPC or the Ticketing Agent to issue a refund or process money back to the Client.

3.2. Payment schedule

- (a) The Client must pay the Hospitality Fee either:
- i. up-front in full within seven (7) days following receipt of a tax invoice from AGPC or at the time of purchase on the Ticketing Agent's website; or
 - ii. in instalment payments processed by AGPC or the Ticketing Agent, in accordance with the following timetable:

Booking Date	Payment Terms
Before 30 June 2023	The Hospitality Fee must be paid in three (3) instalments as follows: <ol style="list-style-type: none"> 1. Instalment 1: payable within seven (7) days following receipt of a tax invoice from AGPC or at the time of purchase on the Ticketing Agent's website; 2. Instalment 2: payable on or before 3 August 2023; and 3. Instalment 3: payable on or before 6 September 2023.
On or between 1 July – 16 August 2023	The Hospitality Fee must be paid in two (2) equal instalments as follows: <ol style="list-style-type: none"> 1. Instalment 1: payable within seven (7) days following receipt of a tax invoice from AGPC or at the time of purchase on the Ticketing Agent's website; and 2. Instalment 2: payable on or before 6 September 2023.
On or after 17 August 2023	The Hospitality Fee must be paid in one (1) instalment within seven (7) days of receipt of a tax invoice from AGPC or at the time of purchase on the Ticketing Agent's website.

- (b) All tax invoices (instalment payments and Total Fee) issued by AGPC must be paid by the Client within seven (7) days of the invoice date on the corresponding tax invoice, unless otherwise agreed in writing.

3.3. Special Requests Fee

The Special Requests Fee must be paid by the Client within seven (7) days of AGPC issuing a tax invoice.

3.4. No services until paid

AGPC will not issue any Tickets or provide any Hospitality Services (including Special Requests) to the Client unless and until:

- (a) the Total Fee has been paid in full in accordance with this Condition 3 and all funds have cleared;

- (b) where applicable, the Client has paid the Catering Agent in full for the provision of any catering services (if the Facility is 'private' or 'customised' or has catering upgrades), prior to the Event; and
- (c) where applicable, the Client has paid AGPC or Fit-out Suppliers in full for the provision of Facility Goods and Services.

3.5. Late payments

AGPC will notify the Client where any part of the Total Fee is not paid on or before the relevant dates specified in this Condition 3. Except for the Non-Excludable Obligations and without limiting AGPC's rights under Condition 11.1, where any part of the Total Fee is not paid within 7 days after the Client receives notice from AGPC, the 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 Booking Date, the Client may from time to time request that AGPC add items or benefits to the Hospitality Services ('**Special Requests**'). Where AGPC accepts such a Special Request, it may charge a fee for the additional items or benefits ('**Special Requests Fee**').

4.2. No advertising or promotion

Except under Condition 5.5, the Client must not, without prior written consent of AGPC (which may be subject to the International Promoter's approval and is otherwise exercisable by AGPC in its absolute discretion and may include such conditions as AGPC sees fit):

- i. use any Event IP or trade mark or other intellectual property owned by AGPC, the International Promoter or the Governing Body; or
- ii. conduct any advertising or promotion by the Client whatsoever in relation to the Facility or the Event, including, without limitation, any corporate signage or corporate identification within or outside the Facility; or
- iii. offer Tickets to the Event for advertising or other promotional purposes (including prizes, competitions, promotions, charity donations, contests or sweepstakes); or
- iv. use the name of the Event, AGPC or any event promoted by AGPC in any way that connects it with the Client such that it implies or gives the impression that the Client or the Client's activities are endorsed by AGPC, or that the Client is a sponsor or in some other way connected to the Event or any event promoted by AGPC.

4.3. Merchandise

Any Merchandise must strictly be purchased through AGPC's official merchandiser and be approved in writing by AGPC in its absolute discretion. AGPC will provide the Client with the details of AGPC's official merchandiser on request.

4.4. Shared Facility

- (a) 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 Hospitality Periods.
- (b) The 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):
 - i. make any alterations or additions to the Facility; or

- ii. use the Facility other than as contemplated by these Conditions.

4.5. Location and opening hours of Facility

AGPC reserves the right to determine the final location and opening hours of the Facilities at the Event provided that the Facility is in a comparable area reasonably determined by AGPC and the change to the opening hours is reasonable including, without limitation:

- (a) the positioning of individual Facilities within the MotoGP VIP Village™, or where the MotoGP VIP Village™ is not built or utilised for whatever reason, the positioning of individual Facilities in a comparable area reasonably determined by AGPC; and
- (b) the final positioning of a Facility in the Venue, that may incorporate the following, without limitation:
 - i. differing view lines of the track; and
 - ii. differing entertainment, food and drink offerings, conveniences and other attractions.

4.6. Availability of Facility

- (a) If, in respect of the 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 the Client for any other reason,AGPC will endeavour to offer the Client an alternative facility for the specified Hospitality Periods ('**Alternative Facility**').
- (b) The exact particulars of the Alternative Facility will be at the sole discretion of AGPC.
- (c) Where an Alternative Facility is offered to the Client by AGPC under Condition 4.6(a), the Client may accept or reject the Alternative Facility by providing written notice to AGPC within the timeframe specified by AGPC.
- (d) If the Client accepts the Alternative Facility, these Conditions 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.
- (e) If the Client rejects an Alternative Facility offered by AGPC or if there is no Alternative Facility available, these Conditions may be terminated by either party by written notice prior to the Event. In such circumstances, AGPC will refund all monies paid to AGPC pursuant to these Conditions to the Client. Upon receipt of those monies by the Client, AGPC will be released and discharged by the Client from all claims and damages of any kind, except in relation to the Non-Excludable Obligations.
- (f) Except for the Non-Excludable Obligations and as set out in Condition 4.6(e), AGPC has no liability to the Client for, and the Client hereby releases and discharges AGPC from all Loss that may be suffered by the Client as a result of the unavailability of a Facility in the circumstances described in Conditions 4.6(a)i, 4.6(a)ii and 4.6(a)iii. 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 purchasing Hospitality Services to the Event (including, without limitation, booked transport to and from the Event, airline and/or airport taxes and transfers, where applicable).

5. PRIVATE FACILITY BENEFITS

5.1. Private Facility

- (a) If AGPC specifies that the Facility is a 'private' or 'customised' Facility, AGPC will provide the Client with the benefits set out in, and subject to, this Condition 5.
- (b) For the avoidance of doubt, the benefits set out in this Condition 5 will not be provided to Clients in a 'shared' facility.

5.2. Private use and Facility fit-out

- (a) During Hospitality Periods, the Client will have private use of the Facility.
- (b) The Client acknowledges and accepts that an AGPC appointed third-party representative will be present in the Facility at all times. The purpose of any third-party representative is to act as the suite host and/or security for each Facility. AGPC, at its sole discretion, will determine the quantity of third-party representatives required, including their positioning within the Facility, the start and finish times and any uniform requirements.
- (c) Subject to this Condition 5, the 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.
- (d) Any alterations and additions to the Facility made by the Client under this Condition 5.2 must be approved in advance by AGPC (acting in its absolute discretion).
- (e) All materials brought into the Facility by the Client will be at the Client's cost and risk.
- (f) The Client will be liable for, and indemnifies AGPC against, any and all Claims and Losses arising from or connected with the transport, installation, erection, display, use, dismantle or removal of any materials brought into the Facility by the Client, except to the extent that AGPC has caused or contributed to such Claims or Losses.
- (g) AGPC may, in its absolute discretion, provide access to the Venue at designated times to Invitees of the Client prior to the 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 the Client must be procured from AGPC, unless Condition 5.3(b)ii applies or unless otherwise agreed in writing by AGPC under Condition 5.3(c).
- (b) The supply of Facility Goods and Services to the Client is subject to the following conditions:
 - i. the Client acknowledges that amounts payable by it in return for Facility Goods and Services are in addition to the Total Fee. The Client must pay for Facility Goods and Services within seven (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, the Client will liaise directly with Fit-out Suppliers regarding delivery of Facility Goods and Services. The Client must ensure all delivery arrangements are in accordance with Condition 5.2(e)-(g); and
 - iv. the Client agrees to promptly supply AGPC with copies of any documents exchanged between the 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 or provide Facility Goods and Services.

- (d) If approval is given by AGPC under Condition 5.3(c), the Client must ensure the third party supplier:
 - i. complies with AGPC's Third Party Supplier Conditions as provided to the Client upon request; and
 - ii. provides any documents requested by AGPC to evidence such compliance.
- (e) Notwithstanding Condition 5.3(a), any engagement of third parties by the Client for the Event (including but not limited to, appointment of an agency or Fit-out Supplier) is at its sole risk and responsibility and the Client is responsible for any costs, expenses and/or payments owed to those third parties for work performed and/or services provided in respect of the Event.

5.4. Catering Agent

- (a) The Client acknowledges and accepts that AGPC:
 - i. has the sole rights in respect of the provision of all catering, food and beverage services for the Facility for the Event; and
 - ii. may from time to time appoint a Catering Agent, to provide catering, food and beverage services on its behalf.
- (b) The Client must liaise directly with the Catering Agent for the provision of catering, food and beverage services for the Facility and, unless otherwise directed by AGPC, pay directly to the Catering Agent all costs for the provision of such catering, food and beverage services ('**Catering Costs**').
- (c) The Client acknowledges that the Catering Costs must be paid in addition to the Total Fee.
- (d) If AGPC requests a copy of any documents exchanged with the Catering Agent in respect of the above, the Client agrees to supply such documentation promptly to AGPC.

5.5. Advertising and promotions

- (a) AGPC grants the following Advertising Promotion Benefits to the Client:
 - i. display of the Client's name on the exterior of the Facility (in the format arranged by AGPC);
 - ii. the opportunity to display the Client's artwork on the interior of the Facility subject to Condition 5.5(c); and
 - iii. printing of the Client's name (or some other agreed wording) on the Client's Tickets (AGPC may impose character limits and can only comply with the Client's directions in relation to printing as far as it is reasonably practicable to do so).
- (b) Notwithstanding Condition 4.2, AGPC may by written confirmation provide the Client with additional Advertising Promotion Benefits from time to time (in its complete discretion and subject to any conditions AGPC or the International Promoter see fit) such as website branding, activation activities or promotional personnel.
- (c) Samples of all artwork to be used in Advertising Promotion Benefits (including any Client name, trademark, logo or imagery or any material requested by AGPC) must be submitted in full by the Client to AGPC at least 28 days prior to such use. AGPC or the International Promoter may in its absolute discretion reject any artwork or require the Client to resubmit revised artwork.
- (d) The Client hereby indemnifies and keeps indemnified the Indemnitees against any

and all Claims and Loss (whether arising under statute, from negligence, infringement of third party rights or otherwise) incurred by AGPC arising from or connected with display of the Client's artwork during the Event or in AGPC providing the Advertising Promotion Benefits, except to the extent that AGPC has caused or contributed to such Claims or Loss.

- (e) Unless otherwise notified in writing by AGPC, the Client must at all times refer to the Event as the "MotoGP™ Guru by Gryfyn Australian Motorcycle Grand Prix 2023" or such other name as advised by AGPC to the Client.

6. TRANSFER OF BENEFITS

6.1. General prohibition

The Client must not sell, on-sell, exchange for valuable consideration, assign, licence, sub-licence, transfer (including for prizes, competitions, promotions, charity donations, contests or sweepstakes), bundle with other goods or services, or otherwise commercially deal with any of the rights, benefits and entitlements contained in these Conditions (including, without limitation, any Tickets or Hospitality Services) without prior written consent of AGPC under Condition 6.2 (which may be withheld, delayed or conditioned at AGPC's absolute discretion).

6.2. On-selling

Where the Client seeks AGPC's consent to a transfer of benefits (including Tickets or Hospitality Services) under Condition 6.1, the 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 benefits (including Tickets or Hospitality Services) until a formal agreement between the Client and AGPC has been executed by the parties.

7. CLIENT BEHAVIOUR

7.1. Client obligations

- (a) The Client must ensure it and all Invitees comply with:
 - i. all reasonable directions given by officers, employees or agents of AGPC, or any reasonable requirements of AGPC including, without limitation, directions or requirements in connection with access to the Venue, the use of the Facility or the conduct of the Client and its Invitees in or around the Venue or the Facility;
 - ii. these Conditions as if each Invitee were a 'Client' as defined in this document;
 - iii. the Phillip Island Grand Prix Circuit Code of Conduct and any other requirements of authorities with jurisdiction over the activities of AGPC, the Venue and/or the use and occupancy of the Facility, where AGPC notifies the Client of such requirements; and
 - iv. the no smoking requirement implemented by AGPC in respect of each Facility.

- (b) The Client is responsible for the acts or omissions of Invitees at the Facility, including, without limitation, any Loss, damage or injury arising out of such acts or omissions.
- (c) The Client must indemnify and keep indemnified the Indemnitees in respect of any failure to comply with Condition 7.1(a) or Loss referred to in Condition 7.1(b), except to the extent that AGPC has caused or contributed to such failure or Loss.
- (d) The Client must ensure that any Invitee who is under 18 years of age is accompanied and supervised at all times by a guardian (who must be 18 years of age or over).

7.2. Tickets

- (a) The Client must ensure that it and all its Invitees display the correct and valid Ticket in a clear and visible manner at all times within the Venue. AGPC may at any time request evidence of a valid Ticket.
- (b) AGPC or its representatives may refuse entry to the Event or the Facility to the Client or an Invitee who is not displaying a Ticket.
- (c) AGPC and the Catering Agent may refuse service to the Client or an Invitee who is not displaying a Ticket within the Facility.
- (d) The Client and each Invitee must keep their Ticket safe and in good condition. Unless AGPC has a Non-Excludable Obligation to replace a Ticket, or unless clause 12.1 applies, AGPC is not obliged to replace any Ticket, including but not limited to 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 reasonable fee for that replacement).

7.3. Other

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

8. MOTOGP™ AREAS

8.1. MotoGP™ Areas

The Client agrees and acknowledges that certain areas of the Venue (such as areas known as pit lane and the MotoGP™ Paddock) are controlled by Dorna (and are therefore not under the control of AGPC) ('**MotoGP™ Areas**') during the Event. Accordingly:

- (a) the Client and its Invitees will not be granted access to, or permitted to enter, any MotoGP™ Areas unless approved by Dorna in writing in advance (which approval may be withheld, delayed or conditioned at Dorna's absolute discretion); and
- (b) cameras, mobile phones and other items may be prohibited in MotoGP™ Areas.

9. RELEASE AND INDEMNITY

- (a) The parties acknowledge that nothing in these 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 indemnity), or the imposition of any liability, implied or conferred under any law including the Australian Consumer Law (except where the law permits such obligations to be excluded, limited or modified (**Non-Excludable Obligations**)).
- (b) The Client agrees that, except for the Non-Excludable Obligations, the Indemnitees

will not be liable in respect of Claims for Loss arising directly or indirectly from:

- i. any wrongful, intentional or negligent acts or omissions of the Client or its Invitees in connection with these Conditions or the Event; or
 - ii. any breach of these Conditions by the Client or its Invitees, except to the extent that AGPC has caused or contributed to such Loss.
- (c) The Client agrees to indemnify and keep indemnified (at its own expense) each of the Indemnitees from and against all Claims for Loss arising directly or indirectly from:
- i. any wrongful, intentional or negligent act or omission of the Client or its Invitees in connection with these Conditions or the Event; or
 - ii. any breach of these Conditions by the Client or its Invitees, except to the extent that AGPC has caused or contributed to such Loss.
- (d) The indemnities in this Condition 9 are continuing obligations, separate and independent from any other obligations of the Client, and will survive the termination of these Conditions.
- (e) AGPC holds the benefit of each indemnity, release and obligation in these Conditions that benefits it or any of the Indemnitees, on its own behalf and on trust for each of those persons.

10. IMAGES

10.1. Recordings of the Event

- (a) Without limiting any action available to AGPC pursuant to the Act, the 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 commercial purpose - except for the private enjoyment (i.e. personal social media purposes only) of the person making the Recording, Data or Image), without the consent of AGPC or Dorna; and
- (b) If a 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 or Dorna, the Client must:
 - i. 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
 - ii. 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 Clients and Clients waive any and all of their personality and privacy rights to the extent necessary to permit such use.

10.2. Use of likeness

- (a) The Client acknowledges 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).
- (b) Unless the Client or an Invitee otherwise reaches an agreement with AGPC or Dorna, the Client will ensure each Invitee hereby grants the Governing Body, 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 other purpose described in AGPC's Privacy Policy without identification, compensation or payment of any kind.

11. TERM AND TERMINATION

11.1. Termination by AGPC

AGPC may immediately terminate these Conditions by notice in writing if:

- (a) the Client fails to make any payment for the Hospitality Services or Special Requests Fee as required under Condition 3; or
- (b) the Client is in breach of any other term of these Conditions and the breach is material or cannot be remedied;
- (c) the Client enters into or is placed under any form of insolvency administration, is insolvent, engages in any act of dishonesty or is otherwise unable to pay its debts as and when they fall due;
- (d) AGPC loses the right to undertake the promotion of the Event or the Event is not held for whatever reason; or
- (e) AGPC cancels all of the Hospitality Services in accordance with clause 12.1(b).

11.2. Effect of termination by AGPC

Unless otherwise agreed in writing by AGPC, the Client agrees that immediately upon termination by AGPC under Condition 11.1:

- (a) if termination occurs pursuant to Condition 11.1(a), 11.1(b) or 11.1(c) and occurs less than 30 days before the Event, 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 these Conditions; and
- (c) the forfeit of any monies pursuant to Condition 11.2(a) and the termination of these Conditions will not preclude any other rights which AGPC may have against the Client as a result of the Client's default including, in particular, the right to claim damages for breach of these Conditions.

12. REFUND

12.1. Refund of monies to the Client

- (a) Unless AGPC has a Non-Excludable Obligation to provide a refund or if Condition 12.1(b) applies, payments made to AGPC under these Conditions, including Hospitality Fees and Special Request Fees, will not be refunded. For example, refunds will not be issued for:
 - i. the non-appearance of any particular person, group or personality such as a team, driver, performer or band (whether advertised or not);
 - ii. any variation to the on-track Event program, conveniences and attractions such as postponement, shortening or cancellation of any part of the MotoGP™ program by race stewards;
 - iii. any variation to the off-track Event program, conveniences and attractions such as postponement or cancellation of any entertainment offerings,

- amusements or interactive display;
- iv. any change to the Hospitality Services that is not material;
 - v. any adverse weather conditions; and
 - vi. any other circumstance beyond the reasonable control of the AGPC (including but not limited to a Government Directive).
- (b) AGPC will refund all or part of the Hospitality Fee and/or Special Requests Fee in the following circumstances:
- i. on a particular day of the Event which is less than 1 hour (cumulative) of on-track activity (which includes any support category, practice sessions, qualifying and/or racing) occurs, subject to the following:
 - 1. if the Client has purchased a single day package – Client will receive a refund of the value of the single day Ticket; or
 - 2. if the Client has purchased a three day package – Client will receive a refund of a fair portion of the value of the Hospitality Fee depending on the relevant day cancelled or the variation, the value of such refund to be reasonably determined by AGPC;
 - ii. any material change to the Hospitality Services;
 - iii. the entire Event is cancelled and cannot be rescheduled;
 - iv. if, through no fault of the Client, AGPC is unable to supply all or part of the Hospitality Services, AGPC may refund a portion of the Total Fee that relates to the unsupplied Hospitality Services (the amount to be reasonably determined by AGPC).
- (c) 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.
- (d) For the avoidance of doubt, AGPC cannot provide refunds or any form of compensation for Tickets purchased through non-authorized ticket sellers.

12.2. Conditions of refund

Upon receipt of any refund paid to the Client under Condition 12.1, without the need to effect or execute further documentation, and except for the Non-Excludable Obligations, AGPC will thereby be released and discharged by the Client from all claims and damages of any kind in relation to the circumstances that entitled the Client to the refund. This release applies to any claims for Loss or damage including, but is not limited to, spending money, accommodation, flights, meals and all other ancillary costs incurred as a result of purchasing Hospitality Services to the Event (including, without limitation, booked transport to and from the Event, airline and/or airport taxes and transfers, where applicable).

13. MISCELLANEOUS

13.1. Entire agreement

These Conditions contains the entire agreement between the parties with respect to its subject matter and supersedes all prior terms and conditions and understandings between the parties in connection with it.

13.2. Privacy

AGPC may collect personal information (within the meaning of Australian privacy legislation) about the Client 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 its Privacy Policy available at www.grandprix.com.au. The Client must make individuals whose personal information it provides to AGPC in connection with these Conditions aware of AGPC's Privacy Policy. AGPC's Privacy Policy explains in more detail the types of personal information AGPC usually collects, the purposes for which AGPC may use personal information (including direct marketing), the third parties to whom AGPC may disclose personal information, and generally how AGPC handles personal information. The Privacy Policy also sets out how individuals can seek access to, and correction of, their personal information, how to make a privacy complaint and how AGPC deal with these complaints.

13.3. Tax

- (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 the Client any increase in costs in relation to the 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 the Client in accordance with these Conditions are exclusive of any Taxes applicable in respect of any benefit, facility, advertising or promotion, catering or other supply of any nature whatsoever, and the 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 the Client to AGPC, the 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.

13.4. Continuing Conditions

Conditions 2.1, 4.1, 4.6(f), 5.2(f), 5.5(d), 7.1(c), 9, 10, 11.1, 12.2 and 13 continue to apply after termination or expiration of these Conditions.

13.5. Severability of provisions

Any provision of these Conditions which is prohibited or unenforceable in any jurisdiction is ineffective only to the extent of the prohibition or unenforceability.

13.6. No waiver

No failure to exercise nor any delay in exercising any right, power or remedy by AGPC operates as a waiver.

13.7. Amendment

AGPC reserves the right to amend these Conditions from time to time and will include the amended Conditions on its website at www.motogp.com.au. Where any amendment of these Conditions is material and will detrimentally impact the Client, AGPC will notify the Client of this amendment.

13.8. Governing law and jurisdiction

AUSTRALIAN
GRAND PRIX
CORPORATION

These Conditions 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.

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

June 2023