

# THE BEND MOTORSPORT PARK

## CONDITIONS OF ENTRY (“Conditions”)

### 1. INTERPRETATION

In these Terms:

- 1.1 **“COVID-19 Pandemic”** means the outbreak of the human disease named COVID-19 declared by the World Health Organisation as a pandemic;
- 1.2 **“COVID-19 Vaccination Certificate”** means an official Australian Government issued certificate (in digital or original form) confirming Your vaccination status in relation to the COVID-19 Pandemic;
- 1.3 **“Event”** means the event(s) or activity which is being held by Us at the Site at the time that You are on Site;
- 1.4 **“Operator”** means The Bend Motorsport Park Pty Ltd ABN 91 609 932 685 of 270 The Parade, Kensington South Australia 5068;
- 1.5 **“Personal Injury”** means bodily injury and includes mental and nervous shock and death;
- 1.6 **“Service”** means any service that We may supply or provide at the Site from time to time;
- 1.7 **“Site”** means The Bend Motorsport Park located at 543 Dukes Highway, Tailem Bend SA ;
- 1.8 **“Ticket”** means a ticket (if any) which has been issued by Us to You;
- 1.9 **“Ticket Terms and Conditions”** means the terms and conditions issued by Us in relation to the Tickets;
- 1.10 **“We, Us, Our”** means:
  - 1.10.1 the Operator;
  - 1.10.2 a party authorised by the Operator to hold an Event at the Site; and
  - 1.10.3 any sanctioning bodies, promoters, sponsor organisations, competitors, land owners and lessees, related entities to the Operator their respective servants, officials, representatives and agents; and
- 1.11 **“You or Your”** includes any person attending on the Site for any reason, including but not limited to any person who, at any time, holds or purchases or otherwise acquires a Ticket, pass, credential or other document or authorisation sold or granted by Us allowing entry to the Site or an Event.

### 2. CONDITIONS

Your attendance at the Site for any reason is subject to:

- 2.1 these Conditions as amended by the Operator from time to time;
- 2.2 any direction issued by Us or Our employees, officers, agents or professional advisers;
- 2.3 any applicable law, regulation and government direction, including but not limited to emergency declarations and directions related to the COVID-19 Pandemic;
- 2.4 the Ticket Terms and Conditions (if applicable); and
- 2.5 any other terms and conditions as directed by Us from time to time, including at the Site’s point of entry.

Any person who enters the Site accepts and understands as binding these Conditions, any other terms and conditions relating to the Site, and accompanying risks, obligations and responsibilities. It is Your responsibility to inform yourself of all of these Conditions and any other terms and conditions relating to the Site prior to Your entry into the Site.

### 3. INDEMNITY AND RELEASE

- 3.1 To the maximum extent permitted by law, if You enter the Site, Your (or your estates) rights to sue Us under the *Competition and Consumer Act 2010* (Cth) in the event that You or another person 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 Conditions.
- 3.2 In exchange for being able to attend the Site or participate in an Event (including entering the Site), You agree:
  - 3.2.1 to release Us from all liability for Your or another persons death, Personal Injury (including burns), illness, sickness, psychological trauma, loss or damage (including property and vehicle damage) (collectively, **harm**) howsoever arising from Your attendance on Site and/or participation in or the Event, whether caused by Our negligence or otherwise;
  - 3.2.2 to indemnify and hold Us harmless from any and all loss,

- liability damage or cost You may incur arising out of or related to the Your attendance at the Site and/or participation in an Event;
- 3.2.3 that We do not make any warranty, implied or express, that the Services will be provided with due care and skill or that any materials provided in connection with the Services will be fit for the purpose for which they are supplied;
- 3.2.4 to attend the Site and/or participate in an Event at Your own risk and You voluntarily assume all risks arising from Your participation in an Event or attendance at the Site whether caused by Our negligence or otherwise, and
- 3.2.5 that this release extends to all acts of negligence by Us, including negligent rescue operations and is intended to be as broad and inclusive as is permitted by law and that if any portion of this release and indemnity is held invalid, it is agreed that the balance shall notwithstanding, continue in full legal force and effect.
- 3.3 Any limitation on Your rights as set out in these Conditions does not apply if Your death or injury is due to Our reckless conduct. For the purposes of these Conditions, "**Reckless Conduct**" is defined as a conduct where the supplier of the recreational Services is aware, or should reasonably have been aware, of a significant risk that the conduct would result in Personal Injury to You or another and engages in the conduct despite the risk and without adequate justification as contemplated in section 139A if the *Competition and Consumer Act 2010* (Cth).

#### 4. RISK

- 4.1 You acknowledge that the risks associated with attending the Site and/or participating in an Event include the risk that You may suffer harm or illness as a result of (but not limited to):
- 4.1.1 motor vehicles (or parts of them) colliding with other motor vehicles, persons or property;
- 4.1.2 acts of violence and other harmful acts (whether intentional or inadvertent) committed by

#### 5. REFUSAL OF ENTRY AND EVICTION FROM THE SITE

- 4.1.3 persons attending the Site or participating in the Event;
- 4.1.3 the failure or unsuitability of facilities (including grand-stands, fences and guard rails) to ensure the safety of persons or property at the Site and Event;
- 4.1.4 motor sport being dangerous and that accidents causing harm can and do happen and may happen to You or others; and
- 4.1.5 the spread of the COVID-19 Pandemic.
- 4.2 You accept the conditions of, and acknowledge the risks arising from, attending the Site or participating in an Event and being provided with Our Services.
- 4.3 You acknowledge that Your personal information will be processed in accordance with the Operator's privacy policy which is available at <https://www.thebend.com.au/> and where You suffer from any injury, sickness or death whilst in attendance at the Site (including during an Event), You consent to the release by health services of its personal health information to Our insurers and any of Our authorised representatives who may use the information in the preparation and release within and outside Australia of accident or incident information and reports to interested parties for the purposes of accident investigation, accident prevention and safety activities, news services including broadcast services, or for the purposes of processing insurance claims.
- 4.4 You acknowledge and agree that You have had a sufficient opportunity to read these Conditions and fully understand its terms.
- 4.5 By attending the Site for any reason, You accept these Conditions and acknowledge the risks arising from attending the Site and/or participating in an Event and being provided with Our Services.
- 5.1 We reserve the right to prohibit entry or evict You if You are under the influence of drugs or alcohol, are disorderly or engage in offensive or other inappropriate behaviour, vandalism or evade legal admission.
- 5.2 We reserve the right to prohibit Your entry if You are carrying prohibited or restricted items or We may confiscate those items.
- 5.3 We may refuse Your entry to the Site or remove You from the Site if in Our opinion You

breach any of these Conditions, interfere with the enjoyment or safety of other persons, or present a lost, stolen, counterfeit, damaged or unreadable Ticket or COVID-19 Vaccination Certificate or the necessary documentation allowing You access to the Site.

- 5.4 We may refuse Your entry or remove You from the Site and/or an Event if You are in breach of any condition outlined in these Conditions.
- 5.5 We reserve the right to prohibit entry or evict You or any person in Our absolute discretion.
- 5.6 At Our discretion, We may refuse Your entry in the future, including but not limited to a life ban from the Site.
- 5.7 We may refuse Your entry where We have placed restrictions on You attending the Site and/or any Events.
- 5.8 You should allow sufficient time to enter the Site or to attend any Event that You wish to watch. We take no responsibility for delays in entry or exit for any reason, including lining up for security checks.

## 6. CONDITIONS OF ENTRY

- 6.1 We reserve the right to conduct bag searches and will request that if You are carrying bags into the Site You open them for inspection. If You do not provide consent, We may refuse Your entry to the Site.
- 6.2 As per the *Tobacco Products Regulation Act 1997 (SA)*, the Site is smoke-free in and at all indoor and outdoor dining areas, including all food courts and where food is served and consumed.
- 6.3 We reserve the right to:
  - 6.3.1 extend searches by security or a relevant law authority;
  - 6.3.2 view Your QR code check-in verification prior to or upon entry to the Site;
  - 6.3.3 request and view Your COVID-19 Vaccination Certificate prior to or upon entry to the Site; and
  - 6.3.4 implement any additional conditions as may be determined appropriate by notifying You prior to or upon entry to the Site.

## 7. RESTRICTED OR PROHIBITED ITEMS

- 7.1 You must not, without Our prior written consent bring any of the following items onto the Site or into any Event;
  - 7.1.1 alcoholic beverages;

- 7.1.2 glass bottles or containers (excluding medical requirements);
- 7.1.3 glass objects (excluding sunglasses, binoculars and prescription glasses);
- 7.1.4 any beverage container with the manufacturer's seal broken;
- 7.1.5 any hard drink coolers or ice boxes;
- 7.1.6 any structure or item that may be used to erect a structure or which is capable of supporting the weight of a person;
- 7.1.7 any chairs, lounges, benches or stools (other than folding chairs or stools);
- 7.1.8 animals (other than assistance dogs);
- 7.1.9 weapons of any kind;
- 7.1.10 laser pointers;
- 7.1.11 fireworks, flares or explosives;
- 7.1.12 commercial, political, religious or offensive signs, banners, clothing or any other items displaying such messages; or
- 7.1.13 any other items which could reasonably be deemed to cause public nuisance or offence to any other person or could be used to disrupt or interrupt an Event, hinder, obstruct or interfere with any driver at the Site, or adversely affect public safety.

## 8. YOUR SAFETY AND BEHAVIOUR

- 8.1 You must immediately comply with directions and announcements from Us and other authorised authorities.
- 8.2 You are responsible for Your own conduct whilst in the Site and must pay for the cost of repair of any damage caused to the Site as a result of Your conduct.
- 8.3 Your behaviour must be safe and respectful at all times.
- 8.4 You must not enter restricted areas or areas designated as performance areas of the Site at any time. If You are found in these restricted areas, You may be evicted from the Site and/or fined and/or subject to legal action.

## 9. CHANGES TO EVENT AND CANCELLATION

- 9.1 We reserve the right to add, withdraw or substitute drivers, performers or activities at

the Site or for an Event, including any concerts or other entertainment associated with an Event, vary programs and audience capacity from time to time.

- 9.2 We will not be liable to You for loss or damage (including indirect or consequential damage) suffered as a result of or arising from or in any way connected to cancellation, postponement or change to an Event (or any part of the Event).

## **10. PERSONAL ITEMS**

- 10.1 If You bring personal items into the Site, You do so at Your own risk.
- 10.2 We will not be held responsible for any damage to, loss or theft of, Your personal property.

## **11. PHOTOGRAPHS AND BROADCASTS**

- 11.1 Photographs, video and audio taken by You within the Site may be used only for private, non-commercial purposes. It is not to be used for profit, gain, public advertisement, display or for any other purpose except the private enjoyment of the person making the footage.
- 11.2 On request by Us, You must assign all rights to any photographs, video and audio to Us or Our nominees.
- 11.3 You expressly consent to Us and any person nominated by Us (including but not limited to the South Australian Tourism Commission) recording and perpetually using Your image and/or voice for the purposes of worldwide commercial exploitation without payment or compensation. Recording of this likeness may be undertaken using a variety of methods, including by television cameras and photography.
- 11.4 Flash photography or other forms of photography may impose safety risks and be banned, including around certain areas.

## **12. GENERAL**

- 12.1 If part or all of any clause of these Conditions are illegal, invalid or unenforceable then it will be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable, but if that is not possible, it will be severed from these Conditions and the remaining provisions will continue to apply.
- 12.2 These Terms are governed by the laws in force from time to time in South Australia. The parties submit to the exclusive jurisdiction of the courts of South Australia and the Commonwealth of Australia.