

THE BEND MOTORSPORT PARK

TICKET TERMS & CONDITIONS

1. INTERPRETATION

In these Terms:

- 1.1 **"Associated Entities"** means and sanctioning bodies, promoters, sponsor organisations, competitors, entrants, land owners and lessees, organisers of the Event their respective servants, officials, representatives and agents;
- 1.2 **"Conditions of Entry"** means those conditions issued by the Operator in relation to the Site;
- 1.3 **"Event"** means the event which is being held by the Event Holder at the Site;
- 1.4 **"Event Holder"** means:
 - 1.4.1 the Operator; and
 - 1.4.2 if the Event is being held by a party other than the Operator, includes the party authorised by the Operator to hold the Event;
- 1.5 **"Operator"** means The Bend Motorsport Park Pty Ltd ABN 91 609 932 685 of 270 The Parade, Kensington South Australia 5068;
- 1.6 **"Personal Injury"** means bodily injury and includes mental and nervous shock and death;
- 1.7 **"Site"** means The Bend Motorsport Park located at 543 Dukes Highway, Tailem Bend SA
- 1.8 **"Ticket"** means a ticket which has been issued by the Event Holder or a party authorised by the Event Holder to the Ticket Holder; and
- 1.9 **"Ticket Holder"** means the holder of a Ticket which has been issued by the Event Holder.

2. CONDITIONS

- 2.1 Every Ticket allowing entry to the Event is subject to:
 - 2.1.1 these Terms and Conditions as amended by the Operator from time to time;
 - 2.1.2 any reasonable direction issued by the Event Holder, its employees, officers, agents or professional advisers;
 - 2.1.3 the Conditions of Entry; and
 - 2.1.4 other terms and conditions as directed by Event Holder.
- 2.2 Each purchaser must be over 18 years of age to purchase a Ticket.
- 2.3 Each hard card, car pass, Ticket or other credential is issued subject to the warning and the conditions set out below, whether

or not the text of the warning and conditions are printed on, or annexed to, the pass or Ticket itself.

3. GENERAL TICKET TERMS

- 3.1 Tickets remain the property of the Event Holder and cannot be exchanged or refunded after purchase.
- 3.2 Tickets are non-transferable prior to, on the day or during the day of the Event and must be held at all times and produced by the Ticket Holder if requested.
- 3.3 Tickets may have conditions or limitations on the areas of access during an Event which will be noted at the time of sale for the type of Ticket purchased.
- 3.4 Pass outs may be available during the Event and Ticket Holder's must subject themselves to methods of recording this which together with a valid Ticket for that day must be presented to regain entry.
- 3.5 The Operator may vary these Terms and Conditions at any time by updating them. Any variations will only apply to Ticket purchases made after these Terms and Conditions have been updated.
- 3.6 The Event Holder reserves the right to add, withdraw or substitute any drivers, performers, concert artists, acts and bands or activities associated with the Event, vary programs, seating arrangements, audience capacity, Site opening and closing times and the right to publish additional conditions from time to time.
- 3.7 The Event Holder will refund payments made by Ticket Holders to the Event Holder for Tickets on if the entire Event is cancelled and cannot be rescheduled.
- 3.8 The Event Holder does not make any warranty, implied or express, that the Event will be provided with due care and skill or that any materials provided in connection with the services will be fit for purpose for which they are supplied, and Ticket Holder's agree to attend or participate in the Event at their own risk.
- 3.9 The Event Holder takes all reasonable care to ensure that Tickets are correctly priced and only available for sale when intended, however sometimes errors may occur. The Event Holder may cancel an order made as a result of any such error, although in the case of a pricing error the Event Holder will endeavour to contact the Ticket Holder to give the Ticket Holder the option of purchasing the Ticket at the correct price.

4. RESALE CONDITIONS

- 4.1 Resale or transfer of Tickets at a price or for compensation that is of a greater value than the face value of the Ticket is prohibited without the written consent from the Event Holder. This includes use in advertising, promotion, competitions or commercial purposes. If granting such consent, the Event Holder may attach additional conditions to any Tickets as they see fit.
- 4.2 Breach of this clause 6.1, may result in entry refusal and/or the ticket being revoked/cancelled.

5. REFUNDS AND REPLACEMENTS

- 5.1 Except as set out below, payments made to the Event Holder will not be refunded under any circumstances, including but not limited to:
- 5.1.1 the non-appearance of any particular person, group or personality such as a driver, performer or band (whether advertised or not);
- 5.1.2 any variation to the on-track Event program, conveniences and attractions such as postponement or cancellation of any part of the Event by the race stewards;
- 5.1.3 any variation to the off-track Event program, conveniences and attractions such as postponement or cancellation of any entertainment, amusements or interactive displays;
- 5.1.4 any adverse weather conditions;
- 5.1.5 any other circumstance beyond the reasonable control of the Event Holder.
- 5.2 The Event Holder will refund payments made by Ticket Holders to the Event Holder for Tickets only in the following circumstances:
- 5.2.1 the entire Event if cancelled and cannot be rescheduled; or
- 5.2.2 the dates of the Event are changed after the release by CAMS of the confirmed calendar.
- 5.3 In respect of a Ticket for which no monetary consideration has been paid to the Event Holder, 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.
- 5.4 Nothing in this clause 8 affects Ticket Holders' rights under the *Competition and Consumer Act 2010* (Cth) 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.

- 5.5 To the maximum extent permitted by law, the maximum refund that the Ticket Holder is entitled to is limited to the amount for which the ticket was purchased (including any fees or charges).
- 5.6 Proof of purchase of Tickets may be required.
- 5.7 The Event Holder is not liable for any other losses incurred by the Ticket Holder as a result of the cancellation, rescheduling or relocation of an Event, including any travel and accommodation expenses.
- 5.8 Refunds or exchanges are not offered by the Event Holder due to change of personal circumstances.
- 5.9 The Event Holder will only replace lost, stolen, damaged or destroyed Tickets if the authenticity of the Ticket can be verified, including proof of purchase, and if the Ticket Holder give reasonable notice before the Event.
- 5.10 The Ticket Holder may charge a reasonable fee for the replacement of Tickets.
- 5.11 The Event Holder may not replace general admission Tickets or any Ticket where seating is unallocated.

6. OTHER CONDITIONS

- 6.1 All Ticket Holders must have valid ID when in attendance.
- 6.2 The Event Holder may request the Ticket Holder at any time to produce a valid Ticket. All Tickets remain the property of the Event Holder.
- 6.3 Children 3 years and under are free but must not occupy a separate seat (they need to occupy the same seat as their parent or guardian who is a Ticket Holder).
- 6.4 All minors must be accompanied by an adult. Ticket Holders who accompany children at the Event are responsible for the care, conduct and supervision of those children and must keep those children within sight at all times.
- 6.5 Children may not be permitted to enter certain areas of the Event as determined by the Event Holder acting in its sole discretion.
- 6.6 Ticket Holders holding a concession Ticket must provide identification confirming concession status at the time of entry to the Site.
- 6.7 Disability access may be restricted to certain parts of track.
- 6.8 All Ticket Holders must act with safety and follow all appropriate safety signage and restriction requirements at all times.

6.9 All prices quoted are in AUD and include GST, as applicable. Foreign exchange fees may apply if not paying in AUD.

7. EVENTS OUTSIDE OUR CONTROL

7.1 The Event Holder will not be liable or responsible for any failure to perform, or delay in performance of, any of the Event Holder's obligations that is caused by an Event Outside our Control.

7.2 For the purposes of these Terms and Conditions An "Event Outside our Control" is defined as any act or event beyond the Event Holder's reasonable control, including without limitation, strikes, lock-outs, or other industrial action by third parties, riots, wars, fire, explosions, storms, flood, earthquakes, etc.

8. SECURITY

8.1 The security of the Ticket Holder's information is important to the Event Holder. When the Ticket Holder enters sensitive information (such as credit card numbers) on the Event Holder's website, the Event Holder encrypts that information using secure socket layer technology (SSL). When credit card details are collected, the Event Holder passes them onto a third party service provider in order to be processed as required. The Event Holder does not permanently store complete credit card details. By using the facilities on the Event Holder's website, users of the website are taken to provide their unconditional consent for the Event Holder to pass on the Ticket Holder's information to third party service providers and the Ticket Holder releases and indemnifies the Event Holder from all loss, damage, claims and actions relating to such action by the the Event Holder.

8.2 The Event Holder take all reasonable steps to ensure the security of the Event Holder's systems. Any information which that the Event Holder or the Associated Entities hold for the Ticket Holder is stored on secure cloud based servers. In addition, all employees and the contractors of the Event Holder and the Associated Entities who provide services relating to the Event Holder's information systems are obliged to respect the confidentiality of any personal information held by the Event Holder. To the maximum extent permitted by law, the Event Holder will not be held responsible for any loss that may arise from unauthorised access to the Ticket Holder's personal information.

8.3 The Event Holder exercises all reasonable due care to ensure that your information is secure on its systems. However, the possibility exists that the information could be unlawfully observed by a third party while the data is being transmitted over the internet or while stored on cloud based servers. The Event Holder accepts no liability that may arise if any other persons

obtain the information that the user submits on the website during the course of purchasing a Ticket.

9. ADDITIONAL TERMS AND CONDITIONS

9.1 From time to time, the Tickets will be offered for sale and distribution by the Operator as agent for a promoter or Event Holder (Seller). These Tickets are sold subject to any additional terms and conditions of any Seller for the particular Event (Seller's Terms). The Seller's Terms may be disclosed as part of the Event information on the Operator's website at the time of purchase. The Seller's Terms are also available from the Operator on request.

9.2 Where the Operator acts as agent for the Seller in the sale of any Ticket (except as specified in these Terms and Conditions), all claims in connection such tickets or Events are the sole responsibility of the Seller and, except to the extent required by law (including the Australian Consumer Law) the Operator otherwise has no liability to the Ticket Holder.

10. GENERAL

10.1 If part or all of any clause of these Terms and 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 Terms and Conditions and the remaining provisions will continue to apply.

10.2 These Terms and Conditions 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.