

THE BEND MOTORSPORT PARK

CONDITIONS OF ENTRY (“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 “**Event**” means the event/s which is being held by the Event Holder at the Site at the time that the Patron is on Site;
- 1.3 “**Event Holder**” means:
 - 1.3.1 the Operator; and
 - 1.3.2 if the Event is being held by a party other than the Operator, includes the party authorised by the Operator to hold the Event;
- 1.4 “**Operator**” means The Bend Motorsport Park Pty Ltd ABN 91 609 932 685 of 270 The Parade, Kensington South Australia 5068;
- 1.5 “**Patron**” includes any person attending on the Site including those attending an Event and any person, including those who, at any time, holds or purchases or otherwise acquires a Ticket, pass, credential or other document or authorisation sold or granted by the Event Holder allowing entry to the Event or the Site;
- 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, Taillem Bend SA ;
- 1.8 “**Ticket**” means a ticket which has been issued by the Event Holder to the Ticket Holder;
- 1.9 “**Ticket Holder**” has the meaning set out in clause 2; and
- 1.10 “**Ticket Terms and Conditions**” means the terms and conditions issued by the Event Holder in relation to the Tickets.

2. CONDITIONS

The Patron’s attendance at the Site including the Event is subject to:

- 2.1 these Conditions as amended by the Operator from time to time;

- 2.2 any direction issued by the Event Holder, its employees, officers, agents or professional advisers; and

- 2.3 the Ticket Terms and Conditions and any other terms and conditions as directed by the Event Holder.

Any person who enters the Site accepts and understands as binding these Conditions and accompanying risks, obligations and responsibilities. It is each Patron’s responsibility to inform themselves of all of these Conditions and any other terms and conditions relating to the Site prior to the Patron’s entry into the Site. All conditions relating to the Site can be found at www.thebend.com.au.

3. INDEMNITY AND RELEASE

- 3.1 To the maximum extent permitted by law, if a Patron enters the Site including participation in the Event, its rights to sue the Event Holder and any of the Associated Entities under the *Competition and Consumer Act 2010* (Cth) in the event that the Patron is 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 the Event (including entering the Site) , the Patron agrees:

- 3.2.1 to release the Event Holder and the Associated Entities from all liability for the Patron’s death, Personal Injury (including burns), psychological trauma, loss or damage (including property damage) (collectively, harm) howsoever arising from the Patron’s attendance on Site and/or participation in or the Event, whether caused by the negligence of any of the Event Holder and/or Associated Entities or otherwise;

- 3.2.2 to indemnify and hold harmless the Event Holder and Associated Entities and each of them from any loss, liability damage or cost they may incur arising out of or related to the Patron’s attendance at the Site and/or participation in the Event;

- 3.2.3 that the Event Holder, and the Associated Entities 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; and
- 3.2.4 to attend the Site and/or participate in the Event at the Patron's own risk and voluntarily assume all risks arising from the Patron's participation in the Event or attendance at the Site whether caused by the negligence of any of the Associated Entities or otherwise, and
- 3.2.5 that this release extends to all acts of negligence by the Associated Entities, including negligent rescue operations and is intended to be as broad and inclusive as is permitted by law and that if any portion thereof is held invalid, it is agreed that the balance shall notwithstanding, continue in full legal force and effect.

4. RISK

- 4.1 The Patron acknowledges that the risks associated with attending the Site and/or participating in the Event include the risk that the Patron may suffer harm as a result of:
 - 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 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; and
 - 4.1.4 motor sport being dangerous and that accidents causing harm can and do happen and may happen to the Patron.
- 4.2 The Patron accepts the conditions of, and acknowledge the risks arising from, attending the Site or participating in the Event and being provided with the Event services by the Event Holder, and the Associated Entities.

- 4.3 The Patron acknowledges that its personal information will be processed in accordance with the Operator's privacy policy which is available from <https://www.thebend.com.au/> and where the Patron suffers from any injury, sickness or death whilst in attendance at the Site (including during the Event), the Patron consents to the release by health services of its personal health information to the Event Holder's insurers and any authorised representative of the Event Holder 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 The Patron acknowledges and agrees that it has had a sufficient opportunity to read these Conditions and fully understand its terms.
- 4.5 All Patron's attending the Site and any Event accept these Conditions, and acknowledge the risks arising from, attending the Site and/or participating in the Event and being provided with the Event services by the Event Holder and the Associated Entities.

5. REFUSAL OF ENTRY AND EVICTION FROM THE SITE

- 5.1 The Event Holder reserves the right to prohibit entry or evict any Patron under the influence of drugs or alcohol, who are disorderly or engage in offensive or other inappropriate behaviour, vandalism or evade legal admission.
- 5.2 The Event Holder reserves the right to prohibit entry to Patrons carrying prohibited or restricted items or to confiscate those items.
- 5.3 The Event Holder may refuse entry to the Site or remove a Patron from the Event if in the Event Holder's opinion that person breaches any of these conditions, interferes with the enjoyment or safety of other persons, or presents a lost, stolen, counterfeit, damaged or unreadable Ticket or the necessary documentation allowing the Patron access to the Event.
- 5.4 The Event Holder may refuse entry or remove a Patron from Site and/ or the Event if the Patron is in breach of any condition outlined in these Conditions.
- 5.5 The Event Holder reserves the right to prohibit entry or evict any Patron in its absolute discretion.

- 5.6 The Event Holder at its discretion may refuse entry of any Patron in the future, including but not limited to a life ban from the Site.
- 5.7 The Event Holder may refuse entry of any Patron where any of its Associated Entities have placed restrictions on that Patron attending any Events.
- 5.8 All Patrons should allow sufficient time to enter the Event to attend any Event that it wishes to watch. The Event Holder and the Associated Entities take no responsibility for delays in entry for any reason, including lining up for security checks.

6. CONDITIONS OF ENTRY

- 6.1 The Event Holder reserves the right to conduct bag searches and will request that all Patrons carrying bags into the Site open them for inspection. Patrons who do not provide consent may be refused entry to the Site.
- 6.2 As per the *Tobacco Products Regulation Act 1997 (SA)*, the Event 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 The Event Holder reserves the right to extend searches by security or a relevant law authority as may be determined appropriate.

7. RESTRICTED OR PROHIBITED ITEMS

- 7.1 Patrons may not, without prior written consent from the Event Holder bring any of the following items onto the Site or into the 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; or
 - 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 Patron or could be used to disrupt or interrupt the Event, hinder, obstruct or interfere with any driver taking part in the Event, adversely affect public safety.

8. PATRON SAFETY AND BEHAVIOUR

- 8.1 Patrons must immediately comply with directions and announcements from the Event Holder, Site staff and other authorities.
- 8.2 Patrons are responsible for their 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 their conduct.
- 8.3 Patron's behaviour must be safe and respectful at all times.
- 8.4 Patrons must not enter restricted areas or areas designated as performance areas of the Site at any time. If Patrons are found in these restricted areas, they may be evicted from the Site and/or fined and/or subject to legal action.

9. CHANGES TO EVENT AND CANCELLATION

- 9.1 The Event Holder and the Associated Entities reserve the right to add, withdraw or substitute drivers, performers or activities including any concerts or other entertainment associated with the Event, vary programs and audience capacity from time to time.
- 9.2 The Event Holder and the Associated Entities will not be liable to any Patron 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 Patrons bringing personal items into the Site do so at their own risk.
- 10.2 The Event Holder will not be held responsible for any damage to, loss or theft of, Patron's personal property.

11. PHOTOGRAPHS AND BROADCASTS

- 11.1 Photographs, video and audio taken 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 the Event Holder, Patrons must assign all rights to any photographs, video and audio to the Event Holder or its nominees.
- 11.3 Patrons expressly consent the Event Holder to record and use their 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.