

2018 CORPORATE EXPERIENCES



Pit Lane Balcony Suite

Purpose built corporate facility located on Level 1 at the southern end of the pit building featuring a balcony overlooking pit straight.

Pit Lane Suite

Purpose built corporate facility located on Level 1 at the southern end of the pit building with views of pit straight.

Roof Top Villa

An open air villa with marquees. Located on Level 2 with spectacular panoramic views of the race circuit.

Exclusive Packages feature the following;

- Host passes (1 per 20 guests)
- Guest passes - branded hardcards and lanyards for each day
- Option for 2 day only by request
- Access to Supercars Paddock for all guests
- Tables (with white table linen) & chairs - for number of guests booked
- Bar & buffet - catering table and fridge
- Catering - choose from a range of set menus from The Bend's caterer
- Televisions
- Power
- Event programs for each guest
- 2 daily corporate park passes per 20 guests
- Suite signage

Limestone Suite

Our premium experience. The Limestone Suite is a dedicated corporate room located in the state of the art pit building.

Shared Packages include the following;

- Individual tickets for each day
- Access to the Supercar Paddock for all guests
- Catering - morning tea, afternoon tea and a substantial buffet-style lunch
- Beverage package consisting of premium beer, wine and a selection of premixed spirits
- An extensive selection of non-alcoholic beverages including soft drinks, juices, bottled water, tea and coffee all day
- Capped numbers with themed furnishings
- Reserved and managed table seating
- Televisions
- Dedicated host for the suite
- Driver appearances - including autograph and photo opportunities
- Entertaining interviews, providing guests with an update of the weekend's events and a unique insight into the world of Supercars
- Event programs for each guest

Contact:

Damian Triffitt
m +61 419 651 775
d.triffitt@thebend.com.au

PACKAGE DETAILS

EXCLUSIVE PACKAGES (Tick relevant package below, does not include catering)			
EXPERIENCE	NO. OF GUESTS	PRICE (\$ inc. GST)	PAYMENT DATES
<input type="checkbox"/> PIT LANE BALCONY	50	\$55,000	Deposit: Balance:
<input type="checkbox"/> PIT LANE SUITE	50	\$55,000	Deposit: Balance:
<input type="checkbox"/> ROOF TOP VILLA	40	\$44,000	Deposit: Balance:
<input type="checkbox"/> ROOF TOP VILLA	20	\$22,000	Deposit: Balance:
<input type="checkbox"/> HOTEL VILLA	20	SOLD OUT!	Deposit: Balance:
SHARED PACKAGES (Tick relevant package below)			
EXPERIENCE	NO. OF GUESTS	PRICE (\$ inc. GST)	PAYMENT DATES
<input type="checkbox"/> LIMESTONE SUITE		\$1,650 per head	Deposit: Balance:
<input type="checkbox"/> LIMESTONE SUITE 2 DAY		\$1,250 per head	Deposit: Balance:

TERMS & CONDITIONS

THE BEND MOTORSPORT PARK TERMS AND CONDITIONS – CORPORATE HOSPITALITY PACKAGES ("Terms")

1. INTERPRETATION

In these Terms:

- 1.1. "Balance" means the Total Ticket Price less the Deposit;
- 1.2. "Booking Application Form" means the form to be completed by the Client for the Corporate Suites;
- 1.3. "Claim" means any claim, action, proceeding, demand, cost, damage, loss, expense, liability incurred or suffered by, or brought or made or recovered against any person and however arising (whether or not presently ascertained, immediate, future or contingent)
- 1.4. "Client" means the Client as set out in the Booking Form and includes employees, contractors, guests, invitees and associates of the Client;
- 1.5. "Corporate Suites" means the suites at The Bend Motorsport Park which will cater for the:
 - 1.5.1. Exclusive Package; and/or
 - 1.5.2. Shared Package;
- 1.6. "Deposit" means the amount set out in the invoice issued by the Operator, on the terms set out in the Invoice
- 1.7. "Delivery Method" means express post or any other method as agreed between the Client and the Operator;
- 1.8. "Event" means the event which the Client has booked the Corporate Suite for;
- 1.9. "Event Date" means the date of the Event;
- 1.10. "Exclusive Package" means the room or space booked by the Client (and identified in the Booking Form) for a fixed price for a given capacity, with catering charged as extra on a per person basis for a given selected menu.
- 1.11. "GST" has the same meaning as set out in the A New Tax System (Goods and Services Tax) Act 1999 (Cth);
- 1.12. "Guest" means a guest of the Client to whom a valid Ticket has been issued under these Terms
- 1.13. "Operator" means The Bend Motorsport Park Pty Ltd ABN 91 609 932 685 of 270 The Parade, Kensington South Australia 5068;
- 1.14. "Personal Injury" means bodily injury and includes mental and nervous shock and death;
- 1.15. "Shared Package" mean the shared facility which is charged on a per person basis inclusive of a set menu for catering.

1.16. "Site" means The Bend Motorsport Park;

1.17. "Terms and Conditions of Entry" means the terms and conditions of entry into The Bend Motorsport Park available at www.thebend.com.au as updated from time to time;

1.18. "Ticket" means a ticket which has been issued by the Operator to the Client (or a Guest of the Client);

1.19. "Ticket Price" means the price per person (if applicable and/or unless otherwise stated) inclusive of GST as stated in the Booking Form; and

1.20. "Total Ticket Price" means the total Ticket Price (if applicable) or amount payable by the Client as stated in the Invoice issued by the Operator on its acceptance of the Client's Booking Application Form

2. CONFIRMATION OF BOOKING

2.1. Bookings for the Corporate Suites will be confirmed by the Operator in writing upon completion of the Booking Application Form, the issue of an Invoice by the Operator and payment of the Deposit by the Client.

2.2. Upon payment of the Balance, the tickets will be sent to the Client via the Delivery Method 1-3 weeks prior to the Event to the address provided by the Client to the Operator on the Booking Form.

2.3. For the avoidance of doubt, Tickets will not be sent to the Client until the Total Ticket Price has been paid in full.

3. PAYMENT

3.1. The Balance must be paid:

3.1.1. for the Exclusive Package, 90 days prior to the Event Date; and

3.1.2. for the Shared Package, 60 days prior to the Event Date.

3.2. Failure of the Client to pay the Total Ticket Price in accordance with these Terms, entitles the Operator to immediately terminate these Terms by notice in writing to the Client, and the Client will forfeit any rights it may have in respect of the refund of any amounts paid by the Client.

4. CONDITIONS OF USE

4.1. For the Shared Package;

4.1.1. each Guest will receive Shared Package accreditation (including a valid Ticket) which must be held by the Guest at all times to gain access to the Shared Package facilities;

4.1.2. each Guest will receive a wristband which entitles each Guest to the food and beverage package. This wristband must be worn at all times by the Guest whilst attending the Shared Package facilities;

4.1.3. each guest must comply with the Terms and Conditions of Entry; and

4.1.4. each guest must comply with any directions provided by The Operator.

4.2. For the Exclusive Package:

4.2.1. each Guest will receive Exclusive Package accreditation (including a valid Ticket) which must be held by the Guest at all times to gain access to the Exclusive Package facilities;

4.2.2. each guest must comply with the Terms and Conditions of Entry; and

4.2.3. each guest must comply with any directions provided by The Operator.

4.3. Tickets cannot be used by more than Guest per day.

4.4. Tickets and any accreditation provided by the Operator may not be used for promotional purposes or on sold by any third party without the prior written permission of the Operator.

4.5. Guest must hold (and display upon request) their Ticket at all times whilst on the Site.

5. CANCELLATION

5.1. All Client cancellations must be in writing to the Operator.

5.2. For the Exclusive Package:

5.2.1. if the Client provides the Operator with more than 91 days' notice in writing of a cancellation prior to the Event Date, the Operator is entitled to retain the Deposit paid by the Client and will refund all other amounts paid by the Client;

5.2.2. if the Client provides the Operator with notice of the cancellation within 75 days of the Event Date, the Operator may retain an amount equal to 50% of the Total Ticket Price and will refund all other amounts paid by the Client; and

5.2.3. if the Client provides the Operator with notice of the cancellation within 60 days of the Event Date, the Operator is entitled to retain 100% of the Total Ticket Price and the Client is not entitled to any refund.

TERMS & CONDITIONS

5.3. For the Shared Package:

5.3.1. if the Client provides the Operator with 61 days or more notice of the cancellation prior to the Event Date, the Operator is entitled to retain the Deposit paid by the Client and will refund all other amounts paid by the Client;

5.3.2. if the Client provides the Operator with notice of the cancellation within 60 days of the Event Date, the Operator may retain an amount equal to 50% of the Total Ticket Price and will refund all other amounts paid by the Client; and

5.3.3. if the Client provides the Operator with notice of the cancellation within 30 days of the Event Date, the Operator is entitled to retain 100% of the Total Ticket Price and the Client is not entitled to any refund.

5.4. If any part of the Ticket Price is to be refunded to the Client pursuant to these Terms, the Operator will refund any amounts by way of direct bank transfer to the Client within the 14 days of the Operator confirming the Client's entitlement to a refund and the Client providing its direct bank transfer details.]

6. RESTRICTIONS

6.1. Children under the age of 12 are not permitted to enter the Shared Package facilities.

6.2. Children under the age of 18 are permitted at the discretion of the Client in the Exclusive Package facilities.

6.3. All children under the age of 18 in the Exclusive Package facilities must be accompanied by an adult at all times and must hold Exclusive Package facility accreditation (including but not limited to a valid Ticket) in order to gain access.

7. INDEMNITY AND RELEASE

7.1. The Client acknowledges that motor sport is dangerous and that accidents causing Personal Injury and loss or damage to property can happen and that the Client attends the Event at its own risk.

7.2. To the maximum extent permitted by law, you release, forever hold harmless and indemnify the Operator, its related entities ("Associated Companies") and the directors, officers, employees, agents, contractors, partners, shareholders, representatives and members of the Associated Companies and any sponsors, promoters, or organisers of the Event ("Associated Entities") from and against all and any Claims, arising out of or in connection with these Terms and the Client's entry into and use of the Corporate Suites at the Event, including, without limitation, any Claim for any Personal Injury to the Client or any Guest, loss of or damage

to the Client's property and/or any Claims arising in connection with the Client's participation or attendance at the Event including as a result of any acts or omissions (but excluding reckless conduct) of The Operator, the Associated Companies and/or the Associated Entities (the "Indemnitees"). This release and indemnity covers all Claims that the Client or anyone acting on behalf of the Client is able to exclude, release liability or indemnify in respect of, at law.

7.3. To the maximum extent permitted by law, all conditions, warranties, guarantees, rights, remedies, liabilities and other terms implied by statute, custom or the common law are excluded from these Terms. If a supply under these Terms is a supply of goods or services to a consumer within the meaning of the Australian Consumer Law as set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth) ("ACL"), nothing contained in these Terms excludes, restricts or modifies the application of any provision, the exercise of any right or remedy, or the imposition of any liability under the ACL which cannot lawfully be excluded, restricted or modified, provided that, to the extent that the ACL permits us to limit our liability, then our liability will be excluded.

7.4. To the maximum extent permitted by law, neither the Operator nor the Client will be liable to the other for consequential losses. For the purpose of these Terms, consequential loss includes loss of profit, business interruption, loss of business opportunity or any other indirect, consequential, special, contingent or penal damage or loss.

7.5. The Operator may remove any person who, in the Operator's sole discretion, is not acting in the interests of safety or is acting in such a way that is likely to cause damage, nuisance or injury in the Operator's opinion.

7.6. The Client acknowledges and agrees that areas such as pit lane are dangerous and that there may be a possibility of an accident which causes Personal injury damage or other loss. The Client enters pit lane and other high danger areas at its own risk.

7.7. The Operator will not be liable for any loss or damage to an item of property owned by the Client or a Guest and brought into a Corporate Suite.

7.8. Entry of the Client to the Corporate Suites is subject to the Operator's Terms and Conditions of Entry.

8. NOTICES

8.1. Any notice required to be given to a

party in respect of the Hire must be in writing and delivered personally to the other party or be posted to the party to whom it is to be given at the party's postal address, facsimile number or email address.

8.2. A notice sent by pre-paid post will be deemed to have been received two (2) Business Days after posting. If sent by facsimile or email, it will be deemed to have been received on receipt by the sender of a confirmation slip or other confirmation of transmission, provided that the onus of proving receipt by the other party shall be on the sender.

9. ASSIGNMENT

9.1. The Client may not assign or transfer its rights in these Terms without the Operator's prior written consent. The granting of such consent is entirely at the discretion of the Operator.

9.2. The Operator may assign or transfer the Operator's rights or obligations under these Terms without the Client's consent.

10. PRIVACY

The Client acknowledges that the Operator may collect, hold, use and disclose the Client's personal information for purposes related to Corporate Suite hire, running the Event and for any other purpose as set out in the Operator's Privacy Policy which can be found at www.thebend.com.au.

11. SEVERANCE

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

12. GOVERNING LAW AND JURISDICTION

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.