

2012 FORMULA 1 AUSTRALIAN GRAND PRIX CONDITIONS OF ENTRY

Use of any ticket, pass, credential or other document or general or specific authorisation granted by the Australian Grand Prix Corporation (**AGPC**) (including without limitation, a Children's Ticket as defined in condition 14) (each a **Ticket**) allowing entry to the Formula One event (as defined in the *Australian Grands Prix Act 1994* (Vic) (the **Act**)) known as the 2012 FORMULA 1 AUSTRALIAN GRAND PRIX (**Event**) and entry to and presence at the Event by any person (**Patron**) is subject to the following conditions (**Conditions of Entry**). Patrons are strongly encouraged to read and inform themselves of the Conditions of Entry. By entering the Event, Patrons are deemed to have accepted and understood as binding on them, all Conditions of Entry and any accompanying risks, obligations and responsibilities. If Patrons have any queries in relation to the Conditions of Entry they can phone 1800 100 030. Patrons who breach the Conditions of Entry may be liable to penalty including but not limited to a fine under the regulations made under the Act (**Regulations**) and expulsion from the Event.

1. **PATRONS ARE REMINDED AND AGREE ACCEPT AND ACKNOWLEDGE THAT MOTOR RACING, THE EVENT AND CERTAIN ACTIVITIES ASSOCIATED THEREWITH (INCLUDING, WITHOUT LIMITATION, SUPPORT EVENTS) ARE DANGEROUS AND ACCIDENTS CAN HAPPEN.**

Patrons are warned that there is a possibility of an accident causing injury, death or property damage or loss and attendance at the Event is at Patrons' own risk. Patrons acknowledge that the risks associated with attending or participating in the Event include but are not limited to the risk of suffering harm as a result of motor vehicles (or parts of them) colliding with other motor vehicles, persons or property. Patrons acknowledge that entry to and remaining at the Event has a degree of danger and, to the extent permitted by law (in particular sections 32N of the *Fair Trading Act 1999* (Vic) and section 139A of the *Competition and Consumer Act 2010* (Cth)), hereby exclude, release and forever discharge AGPC, the Crown in right of the State of Victoria, the Minister administering the Act, the Minister administering the *Crown Land (Reserves) Act 1978* (Vic), Parks Victoria, State Sport Centres Trust, Confederation of Australian Motor Sport Ltd, FIA, Formula One Administration Ltd, Formula One World Championship Limited (**FOWC**), Formula One Management Limited (**FOM**), Formula One Licensing B.V., Formula One Asset Management Limited, Sporting and Technical Services Limited, Event sponsors, APP Corporation Pty Ltd or such other engineering project manager appointed by AGPC, and all other persons involved in the organisation, conduct and promotion of the Event (**Associated Entities**) from all liability for any and all claims, loss, damage, costs or expenses arising from any personal injury or death (whether arising from negligence (but excluding gross negligence) or otherwise), arising from or connected with Patrons' participation in Recreational Services (as defined below) at the Event. Patrons also acknowledge that Albert Park Lake is unsuitable for swimming or diving and the water in the lake is not fit for human consumption.

To the extent permitted by law (in particular sections 32N of the *Fair Trading Act 1999* (Vic) and section 139A of the *Competition and Consumer Act 2010* (Cth)), Patrons acknowledge that, to the extent to which Patrons participate at the Event in:

- (a) a sporting activity or similar leisure time pursuit; or
- (b) an activity that:
 - (i) involves a significant degree of physical exertion or physical risk; and
 - (ii) is undertaken for the purposes of recreation, enjoyment or leisure;

(Recreational Services)

including, without limitation, the on-track post race celebrations at the conclusion of the Event, pit walks and participation in various amusements and interactive displays, the Associated Entities do not make any warranty that the Recreational Services at the Event will be provided with due care and skill or that any materials provided in connection with the Recreational Services will be fit for the purposes for which they are supplied. Patrons acknowledge that, to the extent that any warranty is implied it is excluded to the full extent permitted by law.

WARNING: If you participate in these activities your rights to sue the supplier under the **Fair Trading Act 1999** if you 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 of Entry.

NOTE: The change to your rights as set out in these Conditions of Entry, does not apply if your death or injury is due to gross negligence on the supplier's part. "Gross negligence" is defined in the Fair Trading (Recreational Services) Regulations 2004.

For the purpose of this condition 1 "the supplier" will mean and include the Associated Entities.

Without limiting any other release or limitation of liability contained in these Conditions of Entry, but to the extent permitted by law, the Associated Entities will not be liable for any indirect or consequential loss (including but not limited to loss of earnings) suffered by you or caused by any acts or omissions of the Associated Entities, their directors, employees, agents and contractors arising out of or in relation to the Event.

Nothing in this condition 1 or these Conditions of Entry generally affects your rights under the *Competition and Consumer Act 2010 (Cth)*, *Fair Trading Act 1999 (Vic)* 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.

A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.

2. AGPC or its representatives, or any person appointed as an authorised person pursuant to the Regulations (**Authorised Person**), may, with reasonable cause, refuse entry to any Patron or direct any Patron to leave the Event.
3. Tickets are non-transferable on the day or during the day of presentation. Upon exit, the Patron's hand must be stamped to regain entry on the same day. The stamp must be shown together with a valid Ticket clipped for that day to regain entry.
4. No Patron, except the holder of a Ticket allowing entry to a reserved area or occupation of a reserved seat, will enter or remain in a reserved area or occupy a reserved seat.
5. Patrons must not, without the prior written consent of AGPC, have in their possession at the Event, or bring into the Event, any of the following items:
 - (a) any alcoholic beverage (unless purchased at the Event);
 - (b) any glass bottle or container (unless purchased at the Event);
 - (c) any beverage container with the manufacturer's seal broken (unless purchased at the Event);
 - (d) any drink cooler or ice box, other than one predominantly constructed of polystyrene;
 - (e) any chair, lounge, bench or stool, other than a folding chair or folding stool;
 - (f) any prohibited weapon, controlled weapon or dangerous article within the meanings of the *Control of Weapons Act 1990 (Vic)*, the possession of which would constitute an offence under that Act;
 - (g) any firearm within the meaning of the *Firearms Act 1996 (Vic)*, the possession of which would constitute an offence under that Act, or any dangerous goods within the meaning of the *Dangerous Goods Act 1985 (Vic)*;
 - (h) any animal, other than a guide dog used to assist a Patron who is blind, deaf or otherwise suffering a disability;
 - (i) any metal flag or banner pole, any extendable flag or banner pole, any flag or banner pole longer than 1 metre, or any flag or banner used or to be used in contravention of condition 6(s);
 - (j) any whistle, loud hailer, horn or bugle;
 - (k) any firework, laser pointer, or distress signal within the meaning of the Regulations;
 - (l) any public address system, electronic equipment, broadcast equipment or similar device which may interfere with broadcast equipment or similar device being used by AGPC or other persons authorised by AGPC in connection with the Event;
 - (m) any vehicle within the meaning of the *Road Safety Act 1986 (Vic)* including any golf buggy or bicycle or any skateboard, roller skates, roller blades or scooter;
 - (n) any item the possession of which does not have an ordinary and reasonable use by a Patron at the Event and which may be used to damage or deface property, buildings or any part of the area used for the Event (including without limitation any spray paint), disrupt or interrupt the Event,

hinder, obstruct or interfere with any driver taking part in the Event, adversely affect public safety, excavate any part of Albert Park or erect any structure;

- (o) any item in such quantity that a reasonable person could infer that the item is to be used for commercial purposes;
 - (p) any goods or tickets for the purpose of sale or commercial distribution to Patrons;
 - (q) without limiting condition 6(za), any photographic, video or audio recording equipment AGPC deems unacceptable for the purposes of condition 16 below, which may include (without limitation) audio recorders, camera tripods, monopods or lenses with a total focal strength of greater than 300mm and digital recording equipment.
6. Patrons must not, without the prior written consent of AGPC:
- (a) be on the grand prix circuit;
 - (b) remain at the Event outside the published closing times of the Event;
 - (c) leave the Event other than through a designated exit;
 - (d) remove any glass object from a reserved area;
 - (e) enter any fenced or cordoned off area, or interfere with any activity undertaken by AGPC in any fenced or cordoned off area;
 - (f) erect any structure, or erect or display any sign or banner;
 - (g) pick, damage or uproot any tree or shrub, disturb or interfere with any fauna, or excavate any part of Albert Park;
 - (h) climb or remain on any tree or structure;
 - (i) post, stick or place any poster, placard, bill, banner, print, paper or any advertising material on any building, structure, fence, tree or cordon;
 - (j) distribute any printed or visual matter or distribute, display or promote any advertising or promotional material, samples of goods or services or any other matter or thing;
 - (k) distribute, hawk, sell, offer or expose for sale any goods or services or collect money or orders from Patrons for goods and services;
 - (l) sell, offer or make available for sale, or give away any ticket to the Event;
 - (m) misuse, deface, damage, or tamper with any building, seat, chair, table, structure, vehicle, vessel, truck, pipe, tap, tap-fitting, conduit, electrical equipment, wiring, or sign;
 - (n) block any thoroughfare including, without limitation, any stairs, steps, aisle, gangway, overpass, underpass, pontoon, bridge, passage, entry or exit;
 - (o) deposit litter, except in a receptacle provided for that purpose;
 - (p) throw or kick any stone, bottle or other projectile;
 - (q) disrupt, interrupt or behave in any manner that may disrupt or interrupt any race, event or activity;
 - (r) act or conduct oneself in such a way as to hinder, obstruct or interfere with a driver of any vehicle taking part in a race or to adversely affect the safety of the public;
 - (s) deliberately obstruct the view of any Patron seated in a seat in the immediate vicinity, or cause unreasonable inconvenience to any Patron, official or employee or contractor of AGPC, or interfere with the comfort of any Patron or their enjoyment of the Event;
 - (t) use indecent or obscene language or threatening or insulting words or otherwise behave in a threatening, abusive, riotous, indecent or insulting manner;
 - (u) enter or remain, or cause any person to enter or remain, in the Albert Park Lake;
 - (v) interfere with, obstruct or hinder an Authorised Person in the exercise of his or her powers, functions or duties;
 - (w) operate or use a loud hailer, public address system, broadcast device or other device which may interfere with electronic or radio communications being used by AGPC or other persons authorised by AGPC in connection with the Event;
 - (x) conduct public surveys or opinion polls, solicit money, donations or subscriptions from members of the public;
 - (y) busk or conduct entertainment;
 - (z) smoke in a designated no smoking area; or
 - (za) make, create, store, record or transmit any kind of sound recording, visual footage or audio-visual footage (**Recording**), or store, record or transmit 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. It is forbidden to take into Albert Park any equipment that may enable a person to do the aforementioned acts. Personal electronic devices (including still image cameras, mobile telephones and other personal communication devices) are permitted at the Event unless otherwise advised, provided that any Recording, Data and any image, including photographic images and any still pictures derived or capable of being derived from a Recording (**Image**) of the Event that is recorded, stored and/or created thereon is used for personal, private and non-commercial purposes only.

7. Patrons are responsible for their own property and the Associated Entities will not be liable for loss or damage to any property brought to the Event. There is no cloaking available at the Event for prohibited items, except as required by law.
8. Any person who does not comply with these Conditions of Entry (in particular conditions 5 and 6) may be directed to leave or expelled from the Event and refused re-entry for a period of 24 hours.
9. AGPC or an Authorised Person may, at any time, require a Patron to produce a valid ticket, to open for inspection any vehicle, bag, basket or other receptacle, or to turn out their pockets. Patrons who fail to comply with such a request may be refused entry or directed to leave the Event and refused re-entry for a period of 24 hours.
10. Any consent given by AGPC or an Authorised Person may be revoked by AGPC or any Authorised Person at any time. If such consent is withdrawn, the Patron must immediately remove or hand to AGPC or an Authorised Person the offending article or immediately leave the Event through the nearest exit, as directed by AGPC or an Authorised Person.
11. Patrons must comply with all reasonable directions of AGPC or its agents (including any Authorised Person).
12. No representation is made to Patrons holding General Admission Tickets that there is space available in any particular viewing area.
13. Concession Patrons must show approved identification (State Government Seniors Card, Pensioner Concession Card or Full Time Student Card (including International)) to the Ticket seller and at the entrance to Albert Park.
14. Subject to the conditions of sale of Tickets to the Event, children 12 years of age and under are entitled to obtain general admission to the Event either free of charge* or as part of the family ticket offer, or admission to a grandstand (as the case may be) provided that they are in possession of either a GA Children's Ticket, a Family Ticket, or a GS Children's Ticket (as the case may be) obtained in accordance with the conditions of sale of tickets to the Event (together, a **Children's Ticket**) (for details see condition 19 below). Upon seeking entry to Albert Park, AGPC, its representatives, or an Authorised Person, may require the child to produce evidence of their age, or alternatively, AGPC, its representative or an Authorised Person may make a reasonable assessment of the child's age. AGPC may refuse entry to any person bearing a Children's Ticket whom it assesses as being over 12 years of age, and AGPC's, its representative's or the Authorised Person's assessment of the person's age will be final and determinative of the person's entry to and attendance at the Event. A GA Children's Ticket or a Family Ticket does not entitle the bearer to access a reserved area or to occupy a reserved seat.

* Please note that transaction and delivery fees apply unless the relevant Ticket is purchased or otherwise obtained at the Event.

15. Patrons who bring children to the Event are responsible for the care, conduct and supervision of those children at all times and must keep those children within sight at all times, particularly when in the vicinity of Albert Park Lake. Children may not be permitted to enter certain areas at the Event for safety reasons as determined or advised by AGPC in its absolute discretion.
16. Without limiting any action available to AGPC pursuant to the Act or any amendment thereof, it is a condition of entry to the Event that:
 - (a) a person cannot make, create, record, transmit, reproduce or use any Recording, Data or Image for any form of public advertisement, transmission, display, or for profit or commercial gain, or for any other purpose (except for the private enjoyment of the person making the Recording, Data or Image) without the prior written consent of AGPC, FOM and / or FOWC; and
 - (b) if a person 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, FOM and / or FOWC, that person will, on request by AGPC, FOM and / or FOWC, assign in writing all copyright and all other intellectual property in any such Image or Recording to FOWC or its assignees or nominees as directed by AGPC, FOM and/or FOWC (Different conditions may apply to accredited persons as specified in separate agreements or conditions, which separate arrangements or conditions will prevail to the extent of inconsistency).

17. Patrons acknowledge that AGPC and third parties authorised by AGPC may make, create, store, record, transmit, reproduce or use Recordings and Images or any of them of, at, or in relation to the Event (including, without limitation, of Patrons). Unless the Patron otherwise reaches an agreement with AGPC, each Patron hereby grants the FIA, FOWC, FOM, AGPC and third parties authorised by them permission to use Recordings and/or Images, or other images or likenesses of the Patron, in any media (including publication within and outside Victoria, Australia) and for any purpose without identification or compensation or payment of any kind. Patrons can contact AGPC (contact details in condition 19) in order to reach such an agreement.
18. AGPC collects personal information about Patrons 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 particular, AGPC may collect the name, address and phone number of Patrons for the purposes of coordinating the seating and/or viewing arrangements at the Event and of conducting research, marketing and promotional activities in relation to the Event and such other subsequent events.

Unless the Patron otherwise reaches an agreement with AGPC to the contrary, the Patron consents to AGPC (and other third parties such as those mentioned in condition 17) taking photographs, film, tape and other images or likenesses of the Patron, or any sound recording, and using them as described in condition 17. A Patron can reach such an agreement with AGPC by contacting AGPC at the address below or by advising AGPC at the time of collection.

Also, Patrons hereby consent to the use and disclosure of their personal information (that is, other than personal information of the kind referred to in condition 17) by AGPC to research, marketing and promotional organisations for the purposes set out in the first paragraph of this condition 18 unless the Patron otherwise notifies AGPC by contacting it as described below. Unless Patrons advise otherwise, Patrons consent to receiving future promotional and marketing material from AGPC, including via electronic messages (e.g. email, SMS, via social media sites etc), and telephoning Patrons for an indefinite period.

Patrons have certain rights to access their personal information held by AGPC and can request access by contacting the AGPC Privacy Officer at PO Box 577 South Melbourne, Victoria, 3205.

19. Patrons are reminded that their Ticket, the Event and their entry to and presence at the Event is subject to conditions of sale, these Conditions of Entry, the Act and the Regulations. Details are available from AGPC at PO Box 577 South Melbourne, Victoria, 3205 or at www.grandprix.com.au.
20. Entry to Sidetracked is strictly limited to persons who are over the age of 18. Valid photo identification (e.g. drivers licence, passport or acceptable proof of age card) must be presented upon entry to the Sidetracked facility. Any person who, upon request, fails to produce valid photo identification may be refused entry to, or requested to leave, the Sidetracked facility.
21. Patrons acknowledge and agree that any part or parts of these Conditions of Entry which contravene the law of the relevant jurisdiction and are not enforceable (or part or parts thereof), are severable and do not invalidate the remaining conditions.