

2012 FORMULA 1 AUSTRALIAN GRAND PRIX CONDITIONS OF SALE

Each ticket, and each pass, credential or other document or general or specific authorisation granted by the Australian Grand Prix Corporation (**AGPC**) including without limitation Children's Tickets (as defined in condition 4) (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**) is subject to the following conditions:

1. Tickets cannot be exchanged after purchase.
2. Subject to condition 3 below, Tickets will not be refunded under any circumstances, including but not limited to, the possible non-appearance of any particular person, group or personality (including any performers or bands) expected by the Ticket holder, whether expected to enter an event or not and whether advertised or not, or in the event of any variation to the programs, other conveniences and attractions, or any adverse weather conditions or any circumstances beyond the reasonable control of the AGPC. Tickets obtained from sources not authorised by AGPC may have been lost, stolen or counterfeit and may not be honoured for admission.

AGPC is not obliged to replace a Ticket under any circumstances, including but not limited to, loss or theft. AGPC reserves its rights, however, to replace a Ticket which has been lost or stolen and to charge a fee for that replacement, in its sole and absolute discretion.

3. AGPC will refund the cost of the Ticket to the original purchaser only if:
 - (a) the entire Event is cancelled and cannot be rescheduled;
 - (b) subject to condition 13, the dates of the Event are changed after they have been confirmed by the Federation Internationale de l'Automobile (**FIA**);
 - (c) subject to condition 14, there is a significant change to your reserved seating arrangements; or
 - (d) you are entitled to a refund by virtue of the operation of the *Competition and Consumer Act 2010* (Cth), the *Fair Trading Act 1999* (Vic) or equivalent legislation.

If, on any particular day of the Event, less than 1 hour of on-track activity (which includes any Formula One and/or support category practice sessions, qualifying and/or racing) occurs, the original purchaser of the Ticket will:

- (a) if the Ticket is a single day Ticket for the relevant day, be entitled to a refund of the cost of the single day Ticket; or
- (b) if the Ticket is a 4 day Ticket, be entitled to a refund of a portion of the cost of the Ticket depending on the relevant day cancelled, such refund to be reasonably determined by AGPC.

AGPC is not, however, liable to you for any loss or damage you suffer as a result of or arising from or in any way connected with the Event (or any part thereof) being cancelled, postponed or changed.

For the avoidance of doubt, in respect of a Ticket for which monetary consideration has not been paid to AGPC, no refund or other costs will be paid or payable to the holder of such Ticket pursuant to this condition 3. Furthermore, AGPC will not be liable to the holder of such Ticket for any loss or damage suffered as a result of or arising from or in any way connected with the Event (or any part thereof) being cancelled, postponed or changed.

Any Ticket holder with a valid enquiry in relation to a request for a refund pursuant to this condition 3 should call 1800 100 030.

Nothing in this condition 3 or the Conditions (as defined in condition 5) 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.

4. Subject to these Conditions (as defined in condition 5), children aged 12 and under will be entitled to obtain:

- a) a general admission Ticket to the Event free of charge* provided that they are accompanied by an adult who has purchased a fully paid general admission Ticket to the Event (a **GA Children's Ticket**); or
- b) a grandstand Ticket to the Event for AUD\$99* (for the four days of the Event, or any of Thursday, Friday, Saturday or Sunday) provided that they are accompanied by an adult who has purchased a fully paid Ticket for that grandstand for the relevant day(s) of validity of the corresponding child's Ticket (a **GS Children's Ticket**); or
- c) a general admission ticket to the Event as part of a family ticket offer comprising general admission Tickets to the Event for two adults and two children aged 12 and under (**Family Ticket**),
(each of them, a **Children's Ticket**).

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

In order to gain entry pursuant to a Children's Ticket, the relevant child and the adult(s) referred to in this condition 4 must first obtain a Children's Ticket either by phoning 1800 100 030, from AGPC's website at www.grandprix.com.au, or from a FoxTix outlet located at entrances to the Event. Upon seeking to obtain a Children's Ticket, AGPC or its representatives may require evidence of the child's age, or alternatively, AGPC or its representatives may make a reasonable assessment of the child's age in which case AGPC's or its representative's assessment will be final and determinative. AGPC (or its representative) may refuse entry to any person bearing a Children's Ticket whom it assesses as being over 12 years of age, and will not provide a refund in respect of any such Children's Ticket. However, in respect of any such person who holds a GS Children's Ticket, AGPC may (subject to the Conditions (as defined in condition 5 below)) allow that person to upgrade to an applicable fully paid grandstand Ticket (against which will be credited the initial AUD\$99 paid for that GS Children's Ticket).

- 5. Any Ticket purchased or otherwise acquired and the Ticket holder's entry to and presence at the Event is subject to these conditions of sale, the conditions of entry (displayed at Event entrances and available from AGPC or at www.grandprix.com.au), the Act and any relevant regulations under the Act (the **Conditions**). It is your responsibility to inform yourself of these Conditions and, if you are purchasing or otherwise obtaining a Ticket for another person, informing that person of these Conditions. By purchasing or otherwise acquiring a Ticket, you are deemed to have accepted and understood as binding on you all Conditions and any accompanying risks, obligations and responsibilities. Details are available from AGPC, PO Box 577, South Melbourne, Victoria, 3205 or at www.grandprix.com.au. Ticket holders who breach these Conditions 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.
- 6. 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.
- 7. Tickets are non-transferable on the day or during the day of presentation. Upon exit, the Ticket holder'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.
- 8. Tickets may not be sold, on-sold, exchanged for fee or reward or other valuable consideration or otherwise commercially dealt with without the prior written consent of AGPC, which may attach any conditions it sees fit thereto. If a Ticket has been dealt with in contravention of this condition 8, the bearer of the Ticket may be denied admission or may be directed to leave the Event.
- 9. AGPC reserves the right, with reasonable cause, to refuse entry to any person or remove any person from the Event. In particular, any person who does not comply with the conditions of entry (including without limitation conditions 5 and 6 of the conditions of entry), the Act and any regulations made under the Act (in particular, the Regulations) may be refused entry or removed from the Event.
- 10. Tickets may not be used for advertising or other promotional purposes (including prizes, contests or sweepstakes) without the prior written consent of AGPC (in its absolute discretion), which, if granted, may attach any conditions it sees fit thereto.

11. Conditions at the Event (including access, seating, protection from weather, terrain and facilities available) vary from time to time. Some areas at the Event are exposed to direct sunlight and heat. You are required to take appropriate care for your own wellbeing including with regards to your hydration and sun protection.
12. **TICKET HOLDERS 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.**

Ticket holders are warned that there is a possibility of an accident causing injury, death or property damage or loss and Ticket holders attending the Event do so at their own risk. Ticket holders 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. Ticket holders 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 Ticket holders' participation in Recreational Services (as defined below) at the Event. Ticket holders 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)), Ticket holders acknowledge that to the extent to which Ticket holders 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. Ticket holders 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 this notice.

NOTE: The change to your rights as set out in this notice, 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 12 "the supplier" will mean and include the Associated Entities.

Without limiting any other release or limitation of liability contained in these Conditions, 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.

For the avoidance of doubt, nothing in this condition 12 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.

13. Ticket holders acknowledge that the Event may be held on any such dates as approved and confirmed by the FIA in late 2011. If you purchase Tickets prior to the dates of the Event being confirmed by the FIA, then you acknowledge and agree that the provisional dates of the Event may change and that you will not be entitled to a refund in such circumstances. If the published provisional dates are changed, such changes will either be notified directly to the original purchaser or published at www.grandprix.com.au and each existing Ticket will be valid for the rescheduled dates. AGPC otherwise reserves the right to add, withdraw or substitute any drivers, performers or activities including any concerts or other entertainment associated with the Event, vary programs, other conveniences and attractions and audience capacity from time to time and such changes will either be notified directly to the original purchaser or published at www.grandprix.com.au.
14. Any authorised impression or map of the circuit is provided as a guide only to the approximate locations of seating, viewing areas and other conveniences and attractions around the Grand Prix circuit and may not be drawn to scale. AGPC reserves the right to determine actual and final location of and details concerning seating, viewing areas and other conveniences and attractions without notice. Natural or other obstructions may impede viewing in some areas and you acknowledge and accept that no reliance is placed on such impression or map of the circuit when purchasing Tickets. If AGPC makes any significant changes to your reserved seating arrangements (as determined by AGPC in its absolute discretion), AGPC will notify you directly of such changes. If you are not happy with the changed reserved seating arrangement, AGPC will offer you the opportunity to exchange your Ticket for a Ticket of the same or lower face value to another reserved seating or general admission area. If this is still not acceptable to you, AGPC will refund the cost of your Ticket in accordance with condition 3.
15. 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, store, record, transmit, reproduce or use any kind of sound recording, visual footage or audio-visual footage (**Recording**), and any image, including photographic images and any still pictures derived or capable of being derived from a Recording (**Image**) of the Event, or store, record, transmit, reproduce or use 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 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 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).
16. Ticket holders 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 Ticket holders). Unless the Ticket holder otherwise reaches an agreement with AGPC, each Ticket holder 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 Ticket holder, in any media (including publication within and outside Victoria, Australia) and for any purpose without identification, compensation or payment of any kind. Ticket holders can contact AGPC (contact details in condition 17 below) in order to reach such an agreement.
17. AGPC collects personal information about Ticket holders 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, email address and phone number of Ticket holders 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 Ticket holder otherwise reaches an agreement with AGPC to the contrary, the Ticket holder consents to AGPC (and other third parties such as those mentioned in condition 16) taking photographs,

film, tape and other images or likenesses of the Ticket holder, or any sound recording, and using them as described in condition 16. A Ticket holder can reach such an agreement with AGPC by contacting AGPC at the address below or by advising AGPC at the time of collection.

Also, Ticket holders hereby consent to the use and disclosure of their personal information (that is, other than personal information of the kind referred to in condition 16) by AGPC to research, marketing and promotional organisations for the purposes set out in the first paragraph of this condition 17 unless the Ticket holder otherwise notifies AGPC by contacting it as described below. Unless Ticket holders advise otherwise, Ticket holders 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 the Ticket holder for an indefinite period.

Ticket holders 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.

18. 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.
19. Ticket holders acknowledge and agree that any part or parts of these conditions of sale 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.