

# Melbourne Racing Club

## General Conditions of Attendance

### General

1. Any Ticket howsoever purchased or obtained (including without limitation by Order or Ticket request, telephone, internet sales, through a package or walk-up purchases at official Melbourne Racing Club (**MRC**) outlets or Venues, and your entry to and presence at MRC Venues or official events is subject to these conditions and the conditions of entry displayed at Venue entrances (**Conditions**). You should also note that transaction limits may apply to Ticket purchases at the sole discretion of the MRC.
2. Nothing in paragraph 35 or these Conditions affects your rights under the Trade Practices Act 1974 (Cth), Fair Trading Act 1999 (Vic) or similar legislation regarding implied conditions and warranties under which MRC gives you certain non-excludable and unlimited warranties, including that MRC provides services with due care and skill.
3. It is your responsibility to inform yourself of the Conditions. By purchasing a Ticket, you are deemed to have accepted and understood as binding on you all Conditions and any accompanying risks, obligations and responsibilities. These conditions can also be found on the website [www.melbournerracingclub.net.au/terms](http://www.melbournerracingclub.net.au/terms)

### Risk

4. If you enter the Venue there is a possibility of an accident causing injury, death or property damage or loss and you need to be aware that such risks exist. The risks associated with entry to the Venue include but are not limited to the risk of suffering injury, harm or loss as a result of:
  - (a) temporary structures (including without limitation umbrellas, marquees and gazebos), parts thereof or other debris being dislodged by wind and coming into contact with people, vehicles or structures;
  - (b) incidents involving the movement of horses (including without limitation where horses jump fences, railings or break free – whether being led or ridden in their stalls – and come into contact with people, vehicles or structures; or
  - (c) harmful acts (whether intentional or inadvertent) committed by persons \*(including without limitation, intoxicated persons) present at the Venue.
5. Whilst at the Venue you are responsible for your own property. You must not leave your bags or possessions unattended at any time. MRC or its Venues will not be liable for loss or damage to any property brought to any of the Venues except where arising from a breach by the MRC of the statutory warranty of due care and skill.

### Breach of Conditions

6. Breach of a Condition may:
  - (a) result in refusal of entry to a Venue;
  - (b) lead to you being evicted from the Venue;
  - (c) require you to surrender articles in your possession;
  - (d) result in confiscation and/or cancellation of the Ticket and /or non-refund of the price of the Ticket;
  - (e) constitute an offence under the Sports Event Ticketing (Fair Access) Act 2002 (Vic); and/or
  - (f) result in you being reported to an appropriate law enforcement body.

### Access

7. The Venues provide wheelchair access and spaces for individuals with a disability. Unless you are an individual with a disability, you may not sit or stand in any seating areas or any other areas reserved for individuals with a disability.

8. You must comply with any reasonable directions given by to you by MRC. MRC or a person authorised by MRC may, at any time, inspect any vehicle, bag, basket or other receptacle or require you to turn out your pockets.
9. If you hold a valid Companion Card (or recognised equivalent) you are entitled to an additional Ticket provided free of charge for your personal carer who must be in person with you at all times at the Venue. You must request a Ticket for your carer at the time of purchase and present a valid Companion Card (or recognised equivalent) as evidence of your entitlement. A companion is a Ticket holder and is also bound by these Conditions. Please contact MRC on 03 9257 7200 or visit [www.melbournerracingclub.net.au](http://www.melbournerracingclub.net.au), if you require additional information about accessibility.
10. All dates, times, events and Venues of every event are as specified on the [www.melbournerracingclub.net.au](http://www.melbournerracingclub.net.au) website from time to time and may change without notice to you. Programs, menus and the duration and timing of performances, events and other activities conducted at the Venue may be subject to alteration without notice. MRC reserves the right to vary, add, withdraw or substitute advertised programs, menus and facilities at any time.
11. No representation is made to patrons holding general admission Tickets that there is space available in any particular viewing area.
12. Your entitlement to a refund or exchange in these circumstances is set out elsewhere in these Conditions and in the MRC Refund and Exchange Policy described in Items 15.

### **Ticketing**

13. If you are under 18 years of age at the time of purchase, you may only purchase Tickets under the supervision and with the permission of your parent(s) or guardian(s). In respect of all Tickets you receive, you must comply and must ensure that each subsequent holder of any of your Tickets complies with:
  - (a) these Conditions;
  - (b) where applicable, the Conditions of Corporate Hospitality, found by contacting the MRC on 03 9257 7100 or on the website [www.melbournerracingclub.net.au/general/terms/](http://www.melbournerracingclub.net.au/general/terms/)
  - (c) all laws and regulations, including the relevant provisions of the Sports Event Ticketing (Fair Access) Act 2002 (Vic);
  - (d) an Order, where applicable; and
  - (e) the rules and regulations of the Venue at which the event is held, including terms of entry and any restrictions on restricted or prohibited items.
14. It is an essential term of these Conditions and of the right of admission to the session conferred on the holder of a Ticket that you and each subsequent holder of the Ticket agree with MRC;
  - (a) not to sell or distribute the Ticket above face value unless you are authorised in writing to sell or distribute it on behalf of MRC; and
  - (b) not to use the Ticket for advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services and not to bundle it with other goods or services without MRC's prior written consent.
15. Once your Order or Ticket request is sent to MRC or you accept possession of a Ticket you cannot cancel, change or otherwise reject your Tickets and, without limiting paragraph 35, refunds and exchanges are allowed only as expressed in these Conditions and described in more detail in the MRC Refund and Exchange Policy, a copy of which can be obtained by contacting MRC on 03 9257 7200 or on the website [www.melbournerracingclub.net.au](http://www.melbournerracingclub.net.au).
16. Tickets not purchased or obtained through MRC or its authorised sales agents might be stolen or counterfeit Tickets. MRC accepts no responsibility for stolen or counterfeit Tickets purchased or obtained through unauthorised sources. Spectators in possession of Tickets that are counterfeit or have been reported as lost or stolen will be refused entry or removed from

the Venue at MRC's sole discretion. MRC is not obliged to replace Tickets under any circumstances, including, but not limited to loss or theft. MRC reserves the right, however, to replace a Ticket which has been lost or stolen and charge a fee for that replacement, in its sole discretion.

17. If you are requested by MRC or a person authorised by MRC, you must produce your Ticket for inspection. Tickets which are unreadable due to mutilation of any kind may not be accepted. Should you fail to produce your Ticket, MRC retains the right to remove you from the relevant Venue. Re-admission to any Venue, including the issuing of pass-outs will be at the absolute discretion of MRC.
18. MRC is not liable to you for any loss or damage you suffer as a result of the events or any Race days being cancelled, postponed or changed. This paragraph does not affect your entitlement to a refund or exchange as provided for in these Conditions and described in more detail in the MRC Refund and Exchange Policy.
19. Where you wish to rely on a concession Ticket for entry into the Venue you must produce a valid Department of Social Security Pensioner Concession Card or a current and valid secondary or tertiary Student Identification card or you may be denied entry or asked to leave the Venue. Students will not be eligible for concession admission on BMW Caulfield Cup Day.

### **Conditions of Entry**

20. MRC, or any person authorised by MRC, reserves the right, with reasonable cause, to refuse entry to any Ticket holder or remove any Ticket holder from a Venue.
21. Unless you hold a Ticket allowing entry to a reserved area (including without limitation the Members' Reserve and corporate marquees) or occupation of a reserved seat, you must not enter or remain in a reserved area or occupy a reserved seat. If you hold a Ticket for a particular reserved area or seat, you must only enter the particular reserved area or sit in the particular reserved seat indicated on your Ticket.
22. If you bring children to MRC events and Venues you are responsible for the care, conduct and supervision of those children at all times and must keep those children within your sight at all times. Children may not be permitted to enter certain areas at the Event for safety reasons as determined solely by MRC.
23. Unless otherwise authorised by Racing Victoria Limited Stewards, entry onto the racetrack is strictly prohibited. If you do enter the racetrack you will be:
  - (a) fined,
  - (b) expelled from the Venue,
  - (c) banned from attending further MRC events,
  - (d) subject to legal action; or
  - (e) any combination of (a) – (d).
24. You must not, without the prior written consent of MRC, bring any of the following items into a Venue on a Race day:
  - (a) any alcoholic beverages;
  - (b) Except for consumption by infants, beverages of any kind contained in any beverage receptacle, including but without limitation, bottles, cans and thermoses without the prior written consent of MRC;
  - (c) any glass bottle or containers or other glass objects (excluding sunglasses, binoculars and prescription or reading glasses);
  - (d) cans;
  - (e) any open beverage container;
  - (f) any drink coolers, ice boxes or eskies;

- (g) except for single fold-up chairs, any structure or item that may be used to erect a structure, or which is capable of supporting the weight of a person including, without limitation, sun lounges, lounges, benches or stools;
- (h) prohibited weapons or controlled weapons within the meaning of the Control of Weapons Act 1990 (Vic) whose possession would constitute an offence under that Act or articles capable of being used as weapons or anything which may be used in a way which adversely affects the safety of Patrons or participants in any race or other activity, damages property, or interferes with the comfort of Patrons or with their enjoyment of the Event. Eg. knives etc.;
- (i) any object that could be used to distract, hinder or interfere with any horse, athlete, official, or trainer taking part in the Race day, or disrupt, interrupt, or behave in a manner that may disrupt or interrupt, any, event or activity, whether intentionally or otherwise including (without limitation) a laser pointer);
- (j) any animals (other than horses taking part in the Race day or an animal providing assistance to an individual with a disability);
- (k) any flags or banners larger than 1 metre x 1 metre, or with handles longer than 1 metre;
- (l) any whistle, horn, musical instrument, loud hailer, public address system, electronic or other broadcast device or any other device which may interfere with electronic or radio communications or broadcasting signals or equipment used by MRC or other persons authorised by MRC in connection with MRC events or MRC Venues;
- (m) any vehicle or transportation devices including without limitation, any motorcar, motorcycle, motor scooter, bicycle, scooter, skateboard, roller skates or roller blades;
- (n) any fireworks, flares or distress signals;
- (o) any item that you intend (or such quantities of the item from which MRC can reasonably infer that you intend) to distribute, hawk, sell, offer, expose for sale or display for marketing or promotional purposes;
- (p) any dangerous good, including, but without limitation, combustible liquids, etc.;
- (q) any object, device or substance that may be used to deface or damage any part of the area used for the MRC events including (without limitation) any spray paint;
- (r) torn up paper; or
- (s) any device that in the opinion of the Racing Stewards may interfere with thoroughbred horses; and
- (t) Any item or attire that may be considered offensive by any of the club's authorised representative.

25. You must not, in or around a MRC Venue:

- (a) post, stick or place or attempt to post, stick or place any poster, placard, bill, banner, print, paper or any advertising material on any building, structure, fence, tree or cordon without the prior written consent of MRC;
- (b) pick any flower or injure or uproot any tree, shrub, flower or other plant or disturb or interfere with any fauna;
- (c) climb or attempt to climb or remain on any tree or structure without the written consent of MRC;
- (d) 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, without the prior written consent of MRC;
- (e) distribute, hawk, sell, offer or expose for sale any goods or services or collect money Orders from patrons for goods and services, without the prior written consent of MRC;
- (f) misuse, deface, damage, remove from the MRC Venues or tamper with or attempt to misuse, deface, damage, remove from MRC Venues or tamper with any building, seat,

chair, table structure, vehicle, craft, truck, pipe, tap, tap fitting, conduit, electrical equipment, wiring, or sign or excavate or cause to be excavated any part of the area used for the MRC;

- (g) block any thoroughfare including, without limitation, any stairs, steps, aisle, gangway, overpass, underpass, pontoon, bridge, passage, entry or exit;
  - (h) deposit litter, except in a receptacle provided for that purpose;
  - (i) throw or attempt to throw any stone, bottle, projectile or other object;
  - (j) disrupt, interrupt or behave in any manner that may disrupt or interrupt any race, event or activity, distract, hinder or interfere with a horse or athlete, interfere with the comfort of other patrons or their enjoyment of the event;
  - (k) use indecent or obscene language or threatening or insulting words, or otherwise behave in a threatening, abusive, riotous, indecent or insulting manner;
  - (l) urinate or defecate otherwise than in a building or structure specifically provided for that purpose;
  - (m) interfere with, obstruct or hinder MRC or its employees, agents or contractors in the exercise of his or her powers, functions or duties;
  - (n) operate or use a loud hailer, public address system or other broadcast device;
  - (o) conduct public surveys or opinion polls, solicit money, donations or subscriptions from members of the public, without the written consent of MRC;
  - (p) conduct entertainment without a licence from MRC;
  - (q) smoke in areas within a Venue nominated by MRC as non-smoking;
  - (r) use photographic, video or audio recording equipment in areas where such use is prohibited or as otherwise directed by MRC or its employees, agents or contractors; or
  - (s) inflate, or cause to inflate, any balloon, receptacle, device or structure;
  - (t) open an umbrella within the Venue whilst there is a race in progress, where the umbrella may impede the view of patrons of the race; or
  - (u) bring a pram or pusher into a seating area, or any other area specified by MRC or its authorised representative.
26. MRC or any person authorised by MRC shall, in its sole discretion, prevent you from entering or evict you from a Venue if you are under the influence of alcohol or drugs.
27. MRC or any person authorised by MRC may, at any time, search (including but not limited to the use of metal detectors) and inspect you or any bag, basket or other receptacle in your possession or control and may require you to turn out your pockets. MRC reserves the right in its sole discretion to confiscate any item in contravention of these Conditions and to retain and/or dispose of any such item. MRC reserves the right to refuse admission to a Venue to ensure compliance with these Conditions.
28. Patrons refusing to be searched by the MRC's authorised representatives or who are in possession of Prohibited Goods are deemed to be undesirable persons as per regulation XXV of the Caulfield Racecourse Reserve Regulations and will be refused entry to the racecourse premises and/or expelled from the racecourse premises. The MRC also reserves the right to refuse entry and to remove any person whose appearance and/or behaviour is considered to be offensive. A person found breaching the conditions of entry is not entitled to a refund of any money paid for Ticket cost.
29. You agree not to hold yourself out or otherwise promote yourself or any good or service as being associated with the Event where you are not authorised by MRC to do so in a way that would infringe the rights of those parties commercially associated with the event.

### **Images and Recordings**

30. Unless authorised in writing by the MRC (i.e. official photographers, television crews etc), you must not bring into or use in the immediate surrounds of any Venue any photographic, video

or audio recording equipment MRC deems unacceptable for the purposes of paragraphs 29 and 30 above (or otherwise for commercial purposes), which may include (without limitation) audio recorders, camera tripods, monopods or lenses with a total focal strength of greater than 200mm and commercial digital video equipment.

31. Photographs, film and/or moving footage taken within any Venue may be used only for private non-commercial purposes. Publication or distribution of such photographs in any media is expressly forbidden.
32. The making or distribution of broadcasts, telecasts, commentary interviews, news report or statistics (by any means in any format or media including any such commentary made by mobile phone or other wireless device) is expressly forbidden.
33. Unless you reach a prior agreement with MRC to the contrary, any photograph film, moving footage, tape or other images taken of you whilst at a Venue by or on behalf of MRC will be taken for the purpose of, and may be used, to help promote the MRC, and related events. Unless you reach a prior agreement with MRC to the contrary, your image may be published, broadcast, or otherwise distributed by MRC or any third party authorised by it in any media (with or without identification) and in publications within as well as outside Victoria and you waive on an irrevocable, worldwide, perpetual basis all rights to object to such broadcast or distribution in any media. Paragraph 40 provides more information about the use of personal information by MRC.

#### **Miscellaneous**

34. Conditions at Venues vary, including access, seating, protection from weather, terrain and facilities available. Some areas of Venues are exposed to direct sunlight and heat. You are required to take appropriate care for your hydration and sun protection.
35. You acknowledge and agree that, to the extent permitted by law, MRC, or the Venues will not be liable for any indirect or consequential loss suffered by you or caused by any acts or omissions of MRC or the Venues, their directors, employees, agents, and contractors arising out of or in relation to a Race day or event relating to the MRC except where arising from a breach by the MRC of the statutory warranty of due care and skill.
36. You will indemnify MRC against liability for or in respect of any claims, demands, actions, suits or proceedings, costs, expenses, loss, damage, injury or death of any person arising out of or in connection with your acts or omissions while at the Venue.
37. These Conditions are subject to change without notice. The MRC will use its best endeavours to list all changes on the website: [www.melbournracingclub.net.au/terms](http://www.melbournracingclub.net.au/terms)

#### **Privacy Notice: Please read carefully**

38. MRC respects your privacy. The personal information that MRC or Ticketing agents collect from you on the Order in relation to the purchase of Tickets or otherwise shall be used for the purpose of your interaction with MRC in relation to the event written on the Ticket and for the conduct and promotion of the MRC. For these purposes, it may be disclosed to MRC's official service providers or contractors or as otherwise authorised or acquired by law. Paragraph 32 deals with the taking or use of any photos or other images of you at Venues. You have certain rights to access your personal information held by MRC and you can find out more about how to do this and your privacy rights generally on the MRC website at [www.melbournracingclub.net.au](http://www.melbournracingclub.net.au).
39. MRC may determine, in its absolute discretion, which terms/s of these Conditions are enforced from time to time and this may vary across Ticket purchases and Venues.
40. These Conditions:
  - (a) are governed by the legislative requirements of the Commonwealth of Australian and the State of Victoria;
  - (b) represent the entire agreement between MRC and you in respect of its subject matter; and

- (c) do not exclude or derogate from terms implied by law which cannot be excluded, however any Conditions which contravene the law of the relevant jurisdiction under which any legal action is legitimately taken are severable and do not invalidate the remaining Conditions.

## **Key Terms**

In this document:

**Condition** means any term or part of the whole of these Conditions of Attendance and any incorporated terms;

**Order** means a completed purchase details form for a Ticket obtained by ballot;

**Race day** means a Race day scheduled for a time, date and Venue holding the prescribed sporting programme as specified on the website [www.melbournracingclub.net.au](http://www.melbournracingclub.net.au) from time to time;

**Ticket** means Race day Tickets, event Tickets, enclosure Tickets including, but not limited to wristbands, swing tags, lanyards;

**Venue** means the areas to which the Ticket grants you access, including the area defined by the field of play where the Race day or event is conducted, plus the associated perimeters, stands, the seating bowl, public areas, thoroughfares executive or sponsor areas, bars or restaurants and extends to all surrounding areas or spaces under the control of MRC for the purpose of the Race days and events;

**You** means the individual Ticket holder or purchaser; and

**Race track** means the area where horses run on the grass during a race.

**Companion Card** means a card that is issued to people with a significant, permanent disability, who are unable to access most community activities and Venues without attendant care support. The card contains a photograph of the cardholder and is presented when booking or purchasing a Ticket at events or Venues. MRC will issue the cardholder with a second Ticket for their companion at no charge. Under section 42 of the Equal Opportunity Act 1995 (Victoria) and section 8 of the Disability Discrimination Act 1992 (Commonwealth), it is unlawful to discriminate against a person with a disability who requires the assistance of a companion.