

terms & conditions

Private and Shared Facilities at Melbourne Cup Carnival

1. DEFINITIONS

Associated Persons means the Client's officers, agents, employees, invitees, guests and any person to whom the Client has on-sold the Facility (and that person's officers, agents, employees, invitees and guests) where permitted by VRC as contemplated by clause 11.

Client means the company or other organisation (or the individual, if no organisation is listed) in whose name a Facility is booked (as reflected in the applicable booking or confirmation form), or such organisation or other person as may be substituted for that party with the written consent of VRC.

Course means the Flemington Racecourse (or any other racecourse at which VRC holds a race meeting) including the 'Car Park' and the 'Reserved Car Park' (as the term 'Car Park' and 'Reserved Car Park' is defined in the Course Conditions).

Course Conditions means the Ticketing and Conditions of Entry for Flemington Racecourse as amended from time to time and posted at entrances to the Course, available from VRC's website at www.flemington.com.au/terms-conditions or available from VRC on request.

Credit Card Fees means any credit card fees (including the fees specified at clause 3.6) in relation to any Facility Payment.

Event means any particular event or series of events on a day, comprising horse racing and/or other sporting or entertainment activities conducted at the Course by, or under authorisation from, VRC.

Facility means a Private Facility or a Shared Facility.

Facility Payments means, in relation to a Facility for a day, payments by the Client to VRC in relation to that Facility for that day, excluding Credit Card Fees.

Feature Race on a day means the horse racing Event which either: (a) offers the most prize money on that day; or (b) is advertised as the feature race in all marketing collateral for that day despite the Event having less prize money than another horse racing Event on that day.

Melbourne Cup Carnival refers collectively to Events held by VRC during the period which includes the first Tuesday in November and runs from the preceding Saturday to the following Saturday, including such Events as they may be rescheduled.

On-seller means a Client who has been authorised by VRC to sell on behalf of VRC one or more, or a combination of, Private Facility or Shared Facility packages.

Private Facility means, during the Melbourne Cup Carnival:

- (a) a marquee package in The Winning Post or the Trackside Enclosures;
- (b) a suite package in the Hill Stand Corporate / Super Box Suites, Mounting Yard and Manifold Room Suites;
- (c) The Gallery; or

- (d) any package or facility that may replace any of the above or be offered for sale exclusively to corporate or business clients by reference to these terms and conditions.

Shared Facility means a hospitality package during the Melbourne Cup Carnival in:

- (a) The Parade Lounge, The Rose Room, Makybe Diva, The Perch or Home Straight marquees;
- (b) The Terrace, Panorama or Skyline Restaurants;
- (c) the P&O or The Village enclosures; or
- (d) any package or facility involving dining that may replace any of the above or be offered for sale (other than exclusively to corporate and business clients) by reference to these terms and conditions.

VRC means Victoria Racing Club Limited (ACN 119 214 078).

Withheld Costs means costs relating to the Client's Facility incurred by VRC that VRC is not able to avoid or recoup despite using reasonable endeavours.

2. AGREEMENT

2.1 By signing and sending the booking form to VRC, or by making a booking with VRC or its authorised agents, including via the internet, for the relevant Facility, the Client agrees to comply with:

(a) these terms and conditions; and

(b) the Course Conditions,

(collectively the **Conditions**)

as amended from time to time by VRC, which are available at www.flemington.com.au/terms-conditions and upon request from VRC.

- 2.2 These terms and conditions prevail over the Course Conditions to the extent of any inconsistency.
- 2.3 The Client must ensure that the Associated Persons are, prior to their entry to the Course (or in the case of Associated Persons who are the customers of on-sellers, prior to booking a ticket), made aware of, and agree to comply with, the Conditions
- 2.4 The Associated Persons must, and the Client must procure that the Associated Persons, comply with the Conditions at all times as contemplated by clause 2.3.
- 2.5 The Client must, and must ensure that the Associated Persons, while present at the Course, comply with:
 - (a) all relevant laws; and
 - (b) all relevant published policies of VRC, including those relating to liquor, gambling and conduct.

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- 2.6 The Client must ensure that persons to whom it has issued tickets for its Facility do not resell those tickets unless authorised in writing to do so by VRC. While some tickets may be transferable, they must not be resold.
- 2.7 No cancellation or termination of a booking by the Client will be accepted by VRC after VRC sends a booking confirmation to the Client.
- 2.8 Booking confirmation is subject to the availability of the requested Facility.
- 3. PAYMENT**
- 3.1 All applications for Shared Facility bookings should be accompanied by full payment in the form of a cheque or by completion of the credit card details on the Client's booking form or online, unless an invoice is requested by the Client. Where an invoice is requested, the full amount owing must be paid by the Client within 14 days of the date of the booking. VRC will only confirm bookings for Shared Facilities once full payment from the Client is received and all funds have cleared.
- 3.2 Where a Client makes a Private Facility booking prior to 30 June, unless otherwise agreed, VRC will invoice the Client for 50% of the full amount owing, payable within 14 days of the date of the invoice, and the remaining amount owing will be payable by no later than 31 July.
- 3.3 Where a Client makes a Private Facility booking after 30 June, unless otherwise agreed, the full amount owing is payable within 7 days of the date of the invoice.
- 3.4 Failure by a Client to pay for a Facility as required by this clause 3 will entitle VRC to terminate that Client's Facility booking. If a booking is cancelled by VRC in accordance with this clause 3.4, all payments made by the Client to VRC will be forfeited by the Client and VRC will be entitled to recover from the Client any outstanding monies owing to it in respect of the Client's booking of the Facility.
- 3.5 The Client agrees and acknowledges that VRC will not issue any refunds for any payment made by the Client under any circumstances except in accordance with clause 4.
- 3.6 For all credit card payments over the value of \$10,000 (before the charges specified in this clause 3.6 are applied) the following charges will apply in addition to any other payment made under this clause 3:
- (a) Visa/MasterCard/Amex – 1.5% of transaction value inclusive of GST.
 - (b) Diners – 2% of transaction value inclusive of GST.
- 4. REFUNDS**
- 4.1 Clause 4 of the Course Conditions do not apply to refunds or exchanges in relation to Facilities. Rights to refunds or exchanges in relation to Facilities are dealt with exclusively by this clause 4.
- 4.2 Where monetary consideration has not been paid for a Facility by a Client, no exchange, refund or other costs will be paid or payable pursuant to this clause 4.
- 4.3 If all Events scheduled for a particular day at the Course for which the Client has made Facility Payments are cancelled prior to the advertised time for the opening of gates for admission to the Course and clause 4.5 below does not apply, subject to clause 4.4 VRC will refund to the Client the Facility Payments (less part or all of the Withheld Costs as reasonably determined by VRC in all the relevant circumstances).
- 4.4 If the Client has purchased a package at a Facility, and made Facility Payments for that package, which cover more than one day of Events, and if the cancellation, postponement or relocation referred to in clauses 4.3, 4.5, 4.6 or 4.7 applies to one or more of the dates the subject of that package but not all of them, VRC will refund to the Client a proportion of the Facility Payments (less part or all of the Withheld Costs relating to the day or days so cancelled, postponed or relocated as reasonably determined by VRC in all the relevant circumstances), such proportion to be reasonably determined by VRC having regard, amongst other things, to which day or days are so cancelled, postponed or relocated, which Events are rescheduled for other dates already scheduled for Events and (where the cancellation referred to in clause 4.7 applies) the matters referred in clause 4.7.
- 4.5 If all Events scheduled for a particular day at the Course for which the Client has made Facility Payments and in any Car Park to which the Client has access, are not held on that day but some or all are postponed to a later date on which VRC makes the relevant (or a comparable) Facility available (the **Postponed Date**), not being a date already scheduled for Events, VRC will either (at the Client's election):
- (a) subject to clause 4.4, refund to the Client the Facility Payments (less part or all of the Withheld Costs as reasonably determined by VRC in all the relevant circumstances); or
 - (b) provide to that Client the relevant (or a comparable) Facility for the Postponed Date (if available).
- 4.6 Where there is a relocation of Events and VRC does not provide an equivalent or similar facility to the Client's Facility at the alternative venue, then the Facility Payments will not entitle the Client and Associated Persons to attend the relocated Events; and VRC (subject to clause 4.4) will refund to the Client the Facility Payments (less part or all of the Withheld Costs as reasonably determined by VRC in all the relevant circumstances).
- 4.7 If some Events scheduled for a particular day at the Course and/or Car Park are held but, prior to the running of the Feature Race:
- (i) all remaining Events for that day are cancelled for any reason, whether for safety reasons or otherwise, and
 - (ii) as a result, the holders of tickets to the Client's Facility are required by VRC or other officials to promptly leave the

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Course and Car Park and are not entitled to return to the Course or Car Park on that day,

then, subject to clause 4.4, VRC will refund the Client a proportion of the Facility Payments made in respect of those tickets (less part or all of the Withheld Costs as reasonably determined by VRC in all the relevant circumstances), such proportion to be reasonably determined by VRC having regard, amongst other things, to the number of horse racing Events scheduled to be run at the Course on that day which were not run due to cancellation and the services which were to be made available at the Facility on that day which were not made available due to the evacuation of the Course.

4.8 Refunds in relation to on-sold tickets:

- (a) Where the Client has on-sold tickets in relation to its Facility to any person in accordance with clause 11 and the Client receives a refund from VRC in accordance with this clause 4 in respect of a particular day, the Client must promptly refund to each person who has so purchased tickets to its Facility from the Client for that day a pro-rata proportion (based on the number of tickets to the Facility so purchased by the relevant person from the Client for that day as a proportion of total tickets to the Facility purchased by the Client for that day) of the amount of the refund given to the Client by VRC.
- (b) If any person who has (in accordance with clause 11) purchased tickets to the Facility from the Client referred to in sub-clause (a) for a relevant day (the **Subsequent Purchaser**) has further on-sold those tickets in accordance with clause 11, and the Client referred to in sub-clause (a) gives a refund to the Subsequent Purchaser in accordance with sub-clause (a) in respect of that day, then the Subsequent Purchaser must promptly refund to each person who has so purchased tickets to the Facility from it for that day a pro-rata proportion (based on the number of tickets to the Facility so purchased by the relevant person from the Subsequent Purchaser for that day as a proportion of total tickets to the Facility purchased by the Subsequent Purchaser for that day) of the amount of the refund given to the Subsequent Purchaser by the Client referred to in subclause (a).
- (c) Where VRC provides to the Client the relevant (or a comparable) Facility for a Postponed Date in accordance with clause 4.5, the Client must make that Facility available for that Postponed Date to each person who purchased tickets to its Facility in accordance with clause 11 for the date which was postponed.
- (d) If a Subsequent Purchaser (who has, in accordance with clause 11, purchased tickets to the Facility from the Client for a day to which clause 4.5 applies) has further on-sold those tickets in accordance with clause 11, and the Client referred to in sub-clause (a) has obtained from VRC the relevant (or a comparable) Facility for that Postponed Date in accordance with clause 4.5(b), then the Subsequent Purchaser must make that Facility available for that Postponed Date to each person who purchased tickets to the Facility from it in accordance with clause 11 for the date which was postponed.

- (e) Persons who have purchased tickets in relation to a Facility from a person other than VRC must seek a refund (or, where clause 4.5(b) applies, access to the relevant (or a comparable) Facility for the Postponed Date) from the person from whom they purchased their tickets. Under no circumstances will VRC pay any refund (or, where clause 4.5(b) applies, provide tickets to the relevant (or a comparable) Facility for the Postponed Date) in relation to tickets to Facilities, other than to Clients in accordance with this clause 4.

4.9 Refunds and exchanges are not otherwise available, including:

- (a) if there is a relocation (within Melbourne) of Events to which clause 4.6 does not apply, a change as to which participants are in an Event or in the format of or any other element of any Event or as to which Events take place on a particular day or in the schedule of Events for that day, or the arrangement of substitute Events; or
- (b) if the Client's, or any of the Associated Persons', circumstances change, or they change their minds.

- 4.10 If the Client is entitled to a refund under this clause 4, in order to obtain the refund the Client must write to VRC Customer Service at 448 Epsom Road, Flemington, Victoria, 3031 or by email at customerservice@vrc.net.au, providing adequate proof of purchase of the Facility and of payment of the Facility Payments, such materials to be received by VRC's Customer Service within 30 days after the date of the Events for which such refund is sought. If the Client is entitled to the relevant or a comparable Facility for a Postponed Date (if available) under clause 4.5, any such requests must be made promptly by the Client to the Customer Service Manager having regard to the date of the Postponed Date; delays in such a request may affect the availability of any Facility for the Postponed Date.

5. USE OF FACILITY, DRESS STANDARDS AND CONDUCT

- 5.1 All Clients applying for a Private Facility must accompany their application with documentation evidencing proof of a current public liability insurance policy noting the interests of VRC, and listing the particulars of the policy's coverage, which must be consistent with the indemnity provision set out in clause 8.3 of the Course Conditions and clause 14 of these terms and conditions. The public liability insurance referred to in this clause must be for the amount of \$20 million per occurrence, unless otherwise agreed in writing between the parties.
- 5.2 Private Facility Clients are permitted to use their facility only on the raceday or racedays for which the Private Facility has been booked and paid for and only during the hours nominated or to be nominated by VRC. Each Private Facility Client is responsible for entry of all Associated Persons into, and their conduct in, its Private Facility. The Client may, at its own cost, use representatives of the officially appointed security company to control admission of Associated Persons to its Private Facility.
- 5.3 The Client must ensure that all Associated Persons are made fully aware of VRC dress standards in the Facility, which VRC will provide

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or make available to the Client. VRC reserves the right to refuse entry to any Associated Persons if they are not dressed in accordance with the relevant VRC dress standards.

- 5.4 Due to some Facilities being temporary facilities, VRC does not guarantee that all Facilities have wheelchair and pram access. Please notify us at the time of booking to discuss any special requirements.
- 5.5 The Client must obtain written approval from VRC to conduct any alterations or additions to the Private Facility. All such approved alterations and additions are outside the standard package purchased by the Client and will be at the cost of the Client and will be subject to VRC's design rules, which will be provided to the Client upon request.
- 5.6 VRC and its approved contractors accept no responsibility for any property of the Client or its Associated Persons.
- 5.7 Private Facility Clients requiring power points in excess of the power points supplied as part of the standard facility package will be charged a fee per additional power point. VRC reserves the right to decline additional power points, and to refuse or restrict the use of any appliance, due to the potential effect on safety, amenity or power supply at the Course.
- 5.8 Where internet access is available in any Private Facility or Shared Facility, VRC is under no obligation to provide Clients or its Associated Persons access to a wired connection.
- 5.9 On purchase of the four-day package, the furniture component of the standard package will remain in the Private Facility for the four days of the Melbourne Cup Carnival, unless otherwise agreed.
- 5.10 The Client may order, through a VRC-approved temporary infrastructure contractor a change in, or addition to, the furniture component of the Private Facility, at additional cost to be borne solely by the Client.
- 5.11 The Client acknowledges, and agrees to advise Associated Persons attending the Client's Facility, that marquees and other temporary structures cannot be insulated or temperature-controlled to the same extent as permanent structures and that extreme weather conditions may result in some discomfort for patrons despite VRC's efforts.

6. FACILITY SIGNAGE

- 6.1 In marquee Facilities, the Client is provided with signage identifying the Client's marquee. No external branding other than the marquee signage supplied will be permitted unless the Client is party to a sponsorship agreement with VRC that grants it broader signage rights.
- 6.2 Corporate signage outside the Hill Stand Suites, The Mounting Yard and the Manifold Room is limited to the signage supplied in the package by VRC.
- 6.3 The Client must submit the required artwork for its marquee Facility signage to VRC as referred to in clauses 6.1 and 6.2 by no

later than 30 September. After this date, plain text only may be supplied. On-sellers' Client listings which are to be featured on the relevant sign may only be displayed in plain text.

- 6.4 Corporate signage is not permitted in any Shared Facility.

7. ISSUE OF TICKETS

- 7.1 Without limiting clause 7.2, Clients will only be issued raceday ticketing and car park passes (if applicable) once full payment has been received by VRC.
- 7.2 In addition to clause 7.1:
- (a) VRC will arrange for tickets for Private Facilities to be sent via courier to the address nominated by the Client on its booking form in late September/early October
 - (b) VRC will advise Clients when they may collect tickets for Shared Facilities from VRC's Administration Office.
 - (c) If a Client who has booked a Shared Facility nominates to have its tickets sent via Australia Post's Registered Post service, tickets will be sent to the Client from early October onwards. VRC will have no responsibility for lost or stolen tickets. Overseas Clients must nominate a Victorian address for mailing of tickets.
 - (d) All Private Facility tickets (with the exception of host passes) require catering to be purchased for the tickets to be valid. Where a Private Facility Client does not purchase catering for the full number of tickets issued, these tickets will be considered "unused tickets". Clients are required to return all unused tickets by no later than two weeks prior to Derby Day, otherwise full catering charges will apply. Unused tickets can be exchanged by the Client for racecourse general admission tickets.
 - (e) Requests from Private Facility Clients to purchase additional Private Facility tickets must be mailed or faxed to VRC in writing on the appropriate form and received by VRC by 5pm, 15 October (or where this date is a weekend, by 5pm on the next business day).

8. ENTRY AND DISPLAY OF TICKETS

- 8.1 The Client must ensure that its guests display the correct ticketing at all times. No person will be admitted to any Facility without the correct official VRC ticketing appropriate for the particular Facility. VRC and the appointed caterer reserve the right to refuse to admit or serve a person who does not display the correct ticketing, and may require that person to immediately leave the relevant Facility or the Course.
- 8.2 Where a Client or guest wishes to rely on a concession ticket or other discount for entry to the Course, the Client or guest (as the case may be) must produce a valid, Centrelink-issued Pensioner Concession Card, a Companion Card, a current and valid (secondary or tertiary) Student I.D. Card or any other card or proof that VRC has advised will be accepted for this purpose. Otherwise, they may

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be denied entry or be asked to leave the relevant Facility or the Course.

9. LOST OR STOLEN TICKETS

9.1 Replacement tickets may be issued at VRC's discretion, at a cost of \$60 for each ticket.

9.2 VRC will only consider requests for replacement tickets that are in writing and that specify the exact wristband and/or seat numbers and valid credit card details for payment.

9.3 Clients must make arrangements to collect replacement tickets from VRC's Administration Office at times nominated by VRC prior to the Event day for which the tickets are valid.

10. CATERING

10.1 The Client accepts that the VRC-appointed caterer will be the sole permitted provider of catering in the Client's Facility. No food or beverages other than that provided by the Caterer is permitted to be brought into a Facility.

10.2 Private Facility Clients must liaise directly with the officially appointed caterer for the provision of all catering, food and beverage requirements.

10.3 Private Facility Clients ordering extra Private Facility tickets for the Melbourne Cup Carnival must advise the appointed caterer of their additional requirements no later than 15 October (or where this date is a weekend, by the next business day).

10.4 All catering ordered by Private Facility Clients must be fully paid for no later than the date specified in the agreement between the Private Facility Client and the relevant caterer (except for extra tickets under clause 10.3, which must be paid for no later than 15 October). VRC reserves the right to cancel a Facility (without refund) should payment to the appointed caterer not be made by the required date.

10.5 VRC and its appointed caterer follow guidelines for Responsible Serving of Alcohol. Alcoholic beverages will not be served to persons under the age of 18 years, or to a Client or an Associated Person who is reasonably believed to be in a state of intoxication.

10.6 Should a Client or any Associated Person be in breach of liquor licensing laws, or procure, aid or abet the breach of such laws by any other person, VRC may cancel the Client's Facility (without refund) and require the Client and the Client's guests to leave the Course.

11. ONSELLING

11.1 The Client must not sell or on-sell any part of its Facility (including any ticket to the relevant Facility) without the prior written approval of VRC.

11.2 On-selling, where permitted by VRC, will be governed under a separate agreement. Failure to comply with that agreement may result in on-selling rights being revoked.

12. ADVERTISING AND PROMOTIONS

12.1 The Client must not advertise or promote, or procure the advertising or promotion of, their Facility or the Event in any way without the prior written consent of VRC.

12.2 The Client must not use tickets to a Facility or the Event for advertising or other promotional purposes (including, without limitation, prizes, contests or sweepstakes) without the prior written consent of VRC.

12.3 The Client must not (except with the prior written consent of VRC) in any reference to or advertising or promotion of the Client or its activities use the name of VRC, or of any Event promoted by or on behalf of VRC, or in any way suggest any connection between the Client and VRC, that the Client or any of the Client's activities are endorsed by VRC, or that the Client is a sponsor or in some other way connected to VRC or any event promoted by or on behalf of VRC.

13. SUPPLIERS

13.1 Clients booking Private Facilities are required to use VRC-appointed official suppliers for any services required by the Client which are offered by those officially appointed providers.

13.2 Clients who wish to engage suppliers to provide a service that is not offered by the officially appointed suppliers must obtain prior written consent from VRC. Otherwise, those suppliers may be denied entry to the Course or the Client's Facility.

13.3 The Client will comply with all contractual terms (whether written or not) in place between it and each authorised supplier relating to a Private Facility. This includes the obligation to pay such amounts for goods and/or services as reflect the number of persons in respect of whom that Private Facility and the relevant goods and/or services have been booked (regardless of whether that number of persons ultimately attend the Private Facility). VRC will not be responsible for the enforcement of these contractual terms or liable for any breach of such terms by the Client or the authorised supplier.

14. INDEMNITY AND LIABILITY

14.1 Clauses 2.3 and 8 of the Course Conditions apply to these terms and conditions.

14.2 Without limiting the indemnity in clause 8 of the Course Conditions, the Client indemnifies VRC 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 the conduct of the Client or any of the Client's Associated Persons while at the Course.

15. TERMINATION

15.1 Without limiting VRC's rights under clause 3.4 or any other right VRC has at law, VRC may terminate a Client's booking (or any part of a

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booking where more than one booking is made) immediately without notice if:

- (a) the Client fails to comply with the Conditions (as set out in clause 2.1) or any other condition contained in the booking form for the relevant Facility;
- (b) the Race Day on which the booking is made changed in any respect which VRC, in its sole discretion, considers to be material;
- (c) the Client becomes the subject to bankruptcy, liquidation or winding up procedures or otherwise becomes or threatens to become insolvent;
- (d) there is a serious likelihood that damage may be caused to the Facility for which the booking is made or where VRC considers that an emergency exists; or
- (e) VRC's name or reputation, in its sole opinion, is, or is likely to be, brought into disrepute by any act or omission of the Client or the Client is involved, or suspected of being involved in any illegal conduct or activity.

16. CHANGE OF FACILITY

16.1 VRC may at any time, by written notice to the Client (or verbally during, or within 24 hours prior to, the Event should circumstances require relocation at that time), relocate a Facility or move the Client and all Associated Persons to:

- (a) another Facility or location at the Course; or
- (b) a private or shared facility or other location at another venue within Melbourne to which an Event has been relocated.

16.2 In the event that a relocation under clause 15.1 occurs due to an event or act beyond the control of VRC (such as weather), clause 17 will apply.

16.3 VRC will use all reasonable endeavours to ensure that the new facility or location is equivalent or similar to that originally booked by the Client. To the extent that this cannot be achieved, VRC will provide a refund in accordance with clause 4.6, whether the relocation applies merely to the Facility or to the whole Event.

17. FORCE MAJEURE

17.1 Except as expressly provided under clause 4, under no circumstances will VRC be liable to the Client or to any Associated Persons if VRC is unable to perform its obligations to the Client due to any event or act beyond the control of VRC.