

terms & conditions

General Admission Season Pass

1. DEFINITIONS

Course Conditions means these *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.

Racemeeting means a racemeeting conducted by the VRC.

Racing Season means the period from 1 August to 31 July inclusive.

Season Pass means a non-transferable ticket permitting access to general admission areas of Flemington Racecourse during the Racemeetings, including the Melbourne Cup Carnival, in the Racing Season that the ticket is purchased or renewed.

Season Pass Holder means a person who holds a current, financial Season Pass. A "financial Season Pass Holder" is a person who has renewed or paid for his or her annual Season Pass in full for that Racing Season.

Terms and Conditions means these terms and conditions as amended from time to time.

VRC means Victoria Racing Club Limited ACN 119 214 078.

2. AGREEMENT

2.1 These Terms and Conditions govern all aspects of the Season Pass. Every Season Pass Holder is subject to these Terms and Conditions as well as the Course Conditions, and any other terms and conditions that VRC notifies to the Season Pass Holder as being applicable from time to time. To the extent that there are any inconsistencies between these Terms and Conditions and the Course Conditions, these Terms and Conditions will take precedence, unless the context otherwise requires.

2.2 If these Terms and Conditions are not acceptable to the Season Pass Holder, the Season Pass should be returned to VRC immediately. The use of the Season Pass to gain entry to a Racemeeting shall constitute the Season Pass Holder's acceptance of these Terms and Conditions.

2.3 Every effort has been made to ensure that the information provided to Season Pass Holders in relation to the Season Pass is correct but the VRC is in no way responsible or liable if any information provided to Season Pass Holders regarding the Season Pass is inaccurate or incomplete.

2.4 VRC reserves the right to change the Terms and Conditions of the Season Pass at any time. The VRC shall use all reasonable endeavours to advise Season Pass Holders of any such changes, but shall not be liable in any way for any failure to do so.

2.5 A Season Pass Holder must be aged 18 years or older.

3. USE OF YOUR SEASON PASS

3.1 The VRC Season Pass is and shall remain the property of the VRC at all times and must be returned to VRC on demand.

3.2 The VRC Season Pass is valid for use only by the Season Pass Holder and is not transferable under any circumstances and will cease upon the death of the Season Pass Holder, unless it is otherwise terminated beforehand.

3.3 VRC may at any time by written notice suspend or cancel the pass or rights (including rights to any specified benefits) of a Season Pass Holder found to be transferring or otherwise misusing his or her pass.

3.4 The VRC Season Pass is valid for use only during the Racing Season for which it has been purchased or renewed.

3.5 In the event of loss or theft of a Season Pass, it is the responsibility of the Season Pass Holder to immediately advise VRC.

3.6 VRC will not be liable for misuse of a lost or stolen Season Pass or for any delay in providing a replacement card.

3.7 Replacement Cards – a replacement card fee of \$30.00 (GST inclusive) will be charged.

3.8 Replacement Card fee waivers – the replacement card fee will be waived upon request under the following circumstances: (a) Stolen Card – police report or reference number required; or (b) Faulty Card – card has inoperable barcode.

4. PROMOTIONS AND BENEFITS

4.1 VRC may allow Season Pass Holders to participate in promotions and to receive benefits which the VRC, in its sole and absolute discretion, chooses to make available.

4.2 VRC may at any time and without prior notice change the promotions and benefits made available to Season Pass Holders. The VRC shall have no obligation to provide any particular benefit.

4.3 VRC shall not be liable in any way to any Season Pass Holder in relation to the availability or withdrawal of a particular benefit that may have been previously made available, displayed or promoted to Season Pass Holders.

4.4 If a benefit or promotion is wholly or partly provided by a third party, VRC will not be responsible or liable for the acts or omissions of that third party. Claims in respect of such benefits or promotions must be addressed with the third party responsible.

5. FEES

Any application or renewal of the Season Pass must be accompanied by full payment of the fees (including GST) as advised by the VRC.

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6. TERMINATION

- 6.1 The VRC reserves the right to suspend or cancel a Season Pass at any time in its absolute discretion. Refunds will only be provided in accordance with clause 4 of the Course Conditions.
- 6.2 In the event that a Season Pass Holder is in breach of the Course Conditions, the VRC reserves the right to suspend or cancel their Season Pass at any time in its absolute discretion.

7. GENERAL

- 7.1 Subject to the Course Conditions, if any part of a scheduled Racemeeting including any race, performance, event or any other element of the Racemeeting is cancelled, abandoned, postponed or relocated, in whole or in part, due to adverse weather conditions or for any other cause beyond the VRC's control, there is no right to refund, exchange or credit any component of the Season Pass.
- 7.2 Programs, menus, duration and timing may be subject to alteration without notice. The VRC reserves the right to vary, add, withdraw or substitute advertised programs, menus and facilities.
- 7.3 In the absence of manifest error, the VRC's determination regarding any matter under these Terms and Conditions is conclusive and will not be disputed by a Season Pass Holder.

8. PERSONAL INFORMATION

- 8.1 VRC collects personal information on the Season Pass renewal and application forms in order to facilitate your season pass and its benefits. You agree that VRC may use this information for future direct marketing purposes and to help us improve our services. Your personal information may also be provided to third parties authorised by VRC for the above purposes. Season Pass Holders may access the information that VRC holds about them by contacting VRC's Privacy Officer at 448 Epsom Road, Flemington, Victoria, 3031.
- 8.2 You may access these Terms and Condition (and the Course Conditions referred to therein) at www.flemington.com.au/terms-conditions.