

# terms & conditions

## Members' Events

### 1. DEFINITIONS

**Car Park** means:

- the car parks and grounds controlled by or on behalf of the VRC and used for the parking of vehicles or other purposes, and includes any public car parks and unreserved Members' car parks; and
- any car park which is reserved for use by VRC members, VRC staff, corporate clients or contractors or volunteers participating in Events.

**Course** means Flemington Racecourse and the Car Parks.

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

**Member** means a Full, Life, Restricted, Junior, Phar Lap or Provisional Member of the VRC who is financial – that is, a Member who does not owe any subscription fees or other fees to the VRC.

**Members' 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 or at any other venue as determined by or under authorisation from VRC, and may include VRC Racing Rewards Program events.

**Super Saturday** means the race meeting conducted by VRC in March (or at such other time as VRC determines) in which the Australia Cup is run.

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

### 2. GENERAL

2.1 Entry by a person to a Members' Event is subject to:

- these terms and conditions;
- the Course Conditions (as applicable); and
- any other terms and conditions advised to the Member,

as amended from time to time by VRC and available at <http://www.flemington.com.au/terms-conditions>.

(together, the **Conditions**)

2.2 By purchasing tickets to or attending a Members' Event, a Member is deemed to have accepted and understood as binding on them the Conditions and any accompanying risks, obligations and responsibilities.

2.3 These Terms and Conditions prevail over the Course Conditions (as applicable) to the extent of any inconsistency.

2.4 Members must read and ensure they are informed of the Conditions. Members must ensure that their guests are informed of, and procure compliance with the Conditions at all times.

2.5 Members agree and acknowledge that Members are responsible for any non-compliance by their guests with the Conditions, and for any of their guests' acts or omissions while present at a Members' Event.

2.6 While present at a Members' Event, Members agree to act safely and in accordance with all requirements and directions of the VRC, its authorised representatives or relevant authorities.

### 3. BOOKINGS, PAYMENT AND REFUNDS

3.1 All applications for Members' Events must be accompanied by full payment in the form of a cheque or by completion of the credit card details on the relevant booking form, or as provided to VRC over the telephone at the time of booking. VRC will only confirm bookings and issue tickets once full payment from the Member is received and all funds have cleared.

3.2 For all credit card payments over the value of \$10,000 (before the charges specified in this clause 3.2 are applied) the following charges will apply:

- Visa/MasterCard/Amex – 1.5% of transaction value inclusive of GST.
- Diners – 2% of transaction value inclusive of GST.

3.3 Members acknowledge that there is limited ticketing for each Members' Event and that the VRC reserves the right to determine how many guest tickets will be allocated for each Member, for each Members' Event.

3.4 VRC's Racing Reward Program will offer the ability to redeem a limited number of Member's tickets for selected Members' Events. The number of tickets that can be redeemed for each Members' Event will vary, but in any event will not exceed two (2) Racing Rewards tickets for any Members' Event.

3.5 Members must be aware of guest ticket restrictions prior to attempting to book Members' Events tickets. Please refer to the Members' & Racing Rewards Handbook for restriction details and terms and conditions.

3.6 Members' Events dates, fees and conditions are subject to change without notice.

3.7 Cancellation of a Member's attendance at a Members' Events will only be accepted where **received** a minimum of 5 business days prior to the Members' Event and can be done so by contacting Customer Service in writing (email) at [customerservice@vrc.net.au](mailto:customerservice@vrc.net.au) or by post to the attention of Customer Service, Victoria Racing Club, 448 Epsom Road, Flemington, Vic, 3031. Subject to VRC discretion, no refunds will be given for cancellations that occur after this time or for non-attendance at the Member's Event.

3.8 Members agree and acknowledge that the VRC will not issue any refunds for any payment made by a Member under any circumstances except in accordance with clause 3.7.

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- 3.9 Tickets for all bookings will be mailed out to Members up to 4 days prior to the Members' Event. Members will be required to collect ticketing at the Raceday & Ticketing Office or at the door of a Members' Event if a booking is made within 4 days prior to the Members' Event date.
- 4. ENTRY**
- 4.1 Only official Members' Events tickets will be accepted for entry into any Members' Events. VRC will not accept photocopies and may refuse to accept tickets that have been defaced or otherwise damaged.
- 4.2 No person will be admitted to any Members' Event without the correct ticket. VRC persons authorised to act on behalf of the VRC and its appointed caterers reserve the right to refuse to admit entry or serve a person who does not have the correct ticket.
- 4.3 Members' Events held within the Members' Enclosure require Members' Enclosure tickets, unless otherwise specified.
- 5. LOST OR STOLEN TICKETS**
- 5.1 The VRC will only consider requests for replacement tickets that are made to VRC in writing at [customerservice@vrc.net.au](mailto:customerservice@vrc.net.au) or over the telephone by contacting Customer Service on 1300 727 575, and that specify the exact ticket and/or seat numbers and valid credit card details for payment (or details of other payment method). Any such decision to reissue is at VRC's absolute discretion and VRC may charge an additional fee for the reissue of any such ticket.
- 5.2 Members or a Member's nominee (authorised in writing by the Member) must make arrangements to collect replacement tickets from the VRC's Administration Office at times nominated by the VRC prior to the Event day for which the tickets are valid.
- 6. DRESS STANDARDS AND CONDUCT**
- 6.1 Members must comply with, and must ensure that their guests are made fully aware of and comply with VRC dress standards when present at the Course. VRC will provide or make available VRC dress standards to the Member. VRC reserves the right to refuse entry to any Member or guest of a Member if they are not dressed in accordance with the relevant VRC dress standards. Where a Members' Event is held at another Member's Event location, Members must (and must ensure that their guests) dress in accordance with the applicable dress standards for that location.
- 6.2 Members agree to comply, and take full responsibility for their guests' compliance with Course Conditions relating to proper behaviour on the Course (including Members' Events).
- 6.3 If the VRC finds that a breach of paragraph 6.2 has occurred, it may (in addition to the broad disciplinary powers granted under the VRC by-laws) refuse in future to allocate tickets or passes to the Member or any guest of the Member, or otherwise restrict entitlements.
- 7. CATERING**
- 7.1 Members accept that the VRC's appointed caterers are the sole providers of catering at Member's Events. No food or beverages other than those provided by the caterer or arranged through VRC are permitted to be brought into a Members' Event.
- 7.2 Programs, menus, duration and timing of a Members' Event may be subject to alteration at any time without notice. VRC reserves the right to vary, add, withdraw or substitute advertised Member's Events, programs and menus at any time and without notice.
- 7.3 VRC and its accredited, appointed caterers follow guidelines for the responsible service of alcohol. Staff members are instructed not to serve any alcoholic beverages to guests under the age of 18 years, or to guests who are reasonably believed to be in a state of intoxication. Intoxicated Members' or their guests may be asked to leave and must do so immediately, where they are reasonably believed to be in a state of intoxication.
- 8. PARTICIPATION IN PROMOTIONS AND USE OF IMAGES**
- 8.1 Members (and each guest of a Member) acknowledges and agrees that attending a Members' Event may include the taking of promotional photographs. Members (and guests of Members) agree that by attending a Members' Event, VRC may use all photographs without restriction or compensation and without further recourse to the Member (or guest of a Member) in its advertising and promotional materials and official communications, forever and in any media whatsoever.
- 8.2 VRC and third parties authorised by VRC may collect personal information in an entry form used in a promotion at a Members' Event in order to conduct the promotion. By entering the promotion, the entrant (being a Member or a guest of a Member) agrees that the VRC and third parties authorised by VRC may use this information for future direct marketing purposes and to help VRC improve its services. Members (and guests of Members) personal information may also be provided to third parties for the purpose of administering the promotion or providing the prize. Members' (and guests of Members) may access the information that VRC holds about them by contacting the VRC's Privacy Officer at 488 Epsom Road, Flemington, Victoria, 3031.
- 8.3 Where a prize awarded as part of a promotion is from a sponsor or partner of VRC, the prize may be subject to the terms and conditions of any such partner or sponsor. It is the prize winner's responsibility to ensure that they comply with all such terms and conditions. VRC will not be liable for any failure of the prize winner to comply with the terms and conditions of the prize of any such partner or sponsor.
- 9. RESTRICTIONS ON IMAGES, RECORDINGS AND BROADCASTS**
- 9.1 Members (and any guest of a Member) are not permitted to bring in to or use in any Members' Event any photographic or video equipment that VRC, in its absolute and unfettered discretion, deems unacceptable for the purpose of ensuring compliance with paragraph 9.2 and 9.3 below, which may include (without limitation) camera tripods, monopods, lenses with a maximum

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focal length equal to or greater than the equivalent of 200mm in the 35mm format, digital cameras with a resolution equal to or greater than 10 mega-pixels or professional digital video equipment.

9.2 Members (and any guest of a Member) must not take or make any video recordings, films, still pictures, photographs or any other images within a Members' Event, nor use, publish or distribute any images for profit, gain, public advertisement, display or for any other purpose except for the private enjoyment of the person taking or making the images. On request by VRC, Members (and their guests) must assign to VRC in writing, on a royalty free basis, all intellectual property in photographic or video images taken at a Members' Event and irrevocably consent to VRC (and any other person authorised by VRC) doing anything which, but for the consent, would or may infringe moral rights in the images.

9.3 Members (and any guest of a Member) must not, whilst present at a Members' Event, make or distribute any broadcasts, telecasts, interviews, news reports or statistics (by any means in any format or media including mobile phone or other wireless communications device) pertaining to a Members' Event.

### 10. ONSELLING

10.1 Members or any guest of a Member are not permitted to sell their Member's Event ticketing. Any Member who attempts to do so will have their ticket cancelled and will be referred to the VRC Disciplinary Committee.

10.2 Any form of unauthorised advertising or promotion of a Members' Event, or any associated right or entitlement package is deemed to be onselling.

### 11. INDEMNITY AND LIABILITY

11.1 Members and their guests acknowledge and agree that, to the extent permitted by law, VRC will not be liable for any loss or damage suffered by a Member, a guest of a Member or any other person present at a Members' Event caused by any acts or omissions of VRC or employees, agents or contractors of VRC, or any other persons present at the Members' Events or the Course. Nothing in this paragraph 11.1 or these Terms and Conditions affects the liability VRC may have for any:

- (a) breach by VRC of any express term of these conditions; or
- (b) breach by VRC of any term implied into these conditions under general law; or
- (c) tort committed by the VRC.

11.2 Any liability of VRC to a Member (or a guest of a Member) under these Terms and Conditions or otherwise will not extend to any loss of chance, profits, revenue, income, dividends or winnings or indirect or consequential losses.

11.3 Without limiting the indemnity in clause 8.3 of the Course Conditions, Members indemnify 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 a Member's or any guest of a Member's acts or omissions while at a Members' Event or the Course.

11.4 Nothing in these Terms and Conditions affect the rights of any persons under the *Competition and Consumer Act 2010 (Cth)* regarding consumer guarantees.

### 12. CANCELLATION AND CHANGES TO MEMBERS' EVENTS

12.1 VRC reserves the right to cancel a Members' Event for any reason whatsoever.

12.2 VRC may at any time, by written notice to the Member (or verbally during, or within 24 hours prior to the Members' Event should circumstances require a relocation at that time), relocate a Member's Event or move the Member and the Members' guests to:

- (a) another Members' Event or location at the Course; or
- (b) a Members' Event or other location at another venue within Melbourne to which a Members' Event has been relocated.

12.3 In the event a relocation under clause 12.2 occurs due to an event or act beyond the control of VRC (such as weather) clause 13 will apply.

12.4 VRC will use all reasonable endeavours to ensure that the location is equivalent or similar to the original location. To the extent that no alternative meeting the requirements of this clause 12.4 can be made available, VRC may cancel the Members' Event, in which case Members and their guests will be entitled to a refund consistent with clause 4.1(b) of the Course Conditions.

### 13. FORCE MAJEURE

Except as expressly provided under clause 3 and clause 12, under no circumstances will VRC be liable to the Member of any guest of a Member if VRC is unable to perform its obligations to the Member due to any event or act beyond the control of VRC.