

**2012 PHILLIP ISLAND SUPERBIKE WORLD CHAMPIONSHIP  
CONDITIONS OF ENTRY  
TO PHILLIP ISLAND GRAND PRIX CIRCUIT**

Use of any ticket, pass, credential or other document (each a "Ticket") allowing entry to the Phillip Island Grand Prix Circuit ("Circuit") during the 2012 Phillip Island Superbike World Championship event (including support events) ("Event") and entry to and presence at the Event by any person ("Patron") is subject to the following Conditions. Patrons are strongly encouraged to read and inform themselves of these Conditions. By entering the Circuit, Patrons are deemed to have accepted and understood as binding on them all Conditions and any accompanying risks, obligations and responsibilities. If Patrons have any queries in relation to the Conditions they can contact PI SBK Pty Ltd on 03 5952 2710.

**1. RELEASE FROM LIABILITY – GRANTED BY SPECTATORS AND ALL OTHER ENTRANTS TO CIRCUIT**

**WARNING TO THE PUBLIC** – Motor racing is **DANGEROUS** and spectators attending the Circuit do so entirely at their own risk. It is a condition of admission that all persons having a connection with the promotion and/or organisation and/or conduct of the Event, including the owners of the land and the riders and owners of vehicles and passengers in or on the vehicles, are absolved from liability arising out of accidents causing damage or personal injury to spectators or ticket holders, except where due care and skill has not been exercised.

Without limiting the foregoing, to the fullest extent permitted by law, Patrons hereby exclude, release and forever discharge each of PI SBK Pty Ltd ('PI SBK'), the Crown in right of the State of Victoria, The Minister & Officers of the Department of Planning and Community Development, Victorian Major Events Company Pty Ltd, Fox Group Holdings Pty Ltd, Linfox Property Group Pty Ltd, PI Operations Pty Ltd, PI Circuit Pty Ltd, PI Visitor Centre Pty Ltd, PI Graydens Pty Ltd, PI Sunrise-McGuigan Pty Ltd, Infront Motor Sports S.r.l. ("Infront Motor Sports"), Federation Internationale de Motocyclisme ("FIM"), Motorcycling Australia Ltd and Motorcycling Victoria, Event sponsors and their directors, employees, agents and contractors and all other persons involved in the organisation, conduct and promotion of the Event (all of whom and which are collectively described as "Associated Entities") from all liability for claims, loss, damage, costs or expenses of any nature arising from or connected with Patrons' attendance at the Event, except where due care and skill has not been exercised or in other circumstances where Patrons' rights may not legally be excluded.

**2. RELEASE FROM LIABILITY – GRANTED BY PARTICIPANTS IN RECREATIONAL SERVICES**

In addition to the release granted in paragraph 1, to the extent permitted by the law and to the extent to which Patrons 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,

Patrons:

- (c) hereby exclude, release and forever discharge each of the Associated Entities from all liability for claims, loss, damage, costs or expenses arising from any personal injury or death (whether arising from the Associated Entities' negligence or lack of due care and skill (other than gross negligence) or otherwise), arising from or connected with Patrons' participation in Recreational Services at the Event; and

- (d) acknowledge that 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. Patrons 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 paragraph 2, "the supplier" shall mean and include Associated Entities.

### **3. RELEASE FROM LIABILITY – CONSEQUENTIAL LOSS**

Without limiting any other release or limitation contained in these Conditions, to the extent permitted by law, the Associated Entities will not be liable for any indirect or consequential loss suffered by you arising out of or in relation to the Event.

4. Nothing in these Conditions of Entry affects your rights under the Competition and Consumer Act 2010 (Cth), the Australian Consumer Law (Victoria), the Fair Trading Act 1999 (Vic) or similar legislation regarding implied conditions and warranties to the extent that such rights or implied conditions or warranties cannot be excluded by law.
5. PI SBK, with reasonable cause, may refuse entry to or remove any Patron from the Event.
6. Tickets will not be refunded, replaced or exchanged except as required by law. If a refund is made, PI SBK Pty Ltd may, to the extent permitted by law, retain any fee it has charged. Tickets may not, without the prior written consent of PI SBK Pty Ltd, be resold or offered for resale at a premium (including via on-line auction sites) or used for advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services, either by the original purchaser or any subsequent bearer. If the Ticket is sold or used in breach of this condition, the Ticket may be cancelled without a refund and the bearer may be refused admission. Tickets are non-transferable on the day or during the day of presentation. Upon exit, the Patron's hand must be stamped to regain entry on the same day. The stamp must be shown along with a valid Ticket clipped for that day to regain entry.
7. No Patron, except the holder of a Ticket allowing entry to a reserved area or occupation of a reserved seat, shall enter or remain in a reserved area or occupy a reserved seat.
8. Patrons may not, without the consent of PI SBK, bring any of the following items into the Event:
  - (a) any alcoholic beverages;
  - (b) any glass bottles or containers or other glass objects (excluding sunglasses, binoculars and prescription glasses);
  - (c) any beverage container (including plastic bottles or cans) on which the manufacturer's seal has been broken;
  - (d) any drink coolers, esky or ice boxes (other than one predominantly constructed of polystyrene);
  - (e) 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, any chairs, lounges, benches or stools (other than a folding fabric chair or folding fabric stool);
  - (f) 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;
  - (g) any object that could be used to distract, hinder or interfere with the driver or rider of any vehicle or craft taking part in the Event, or could be used to disrupt or interrupt, or could behave in a manner that may disrupt or interrupt, any race, event or activity, whether intentionally or otherwise, including (without limitation) a laser pointer;
  - (h) any animal (other than, if the person is blind, deaf or otherwise suffering a disability, a guide dog);

- (i) any metal flag or banner pole, any extendable flag or banner pole, any flag or banner pole longer than 1 metre, or any flag or banner used or to be used in contravention of condition 9(r);
  - (j) any whistle, loud hailer, public address system, electronic or other broadcasting device, or any other device which may interfere with electronic or radio communications or broadcasting signals and equipment used by PI SBK, or other persons authorised by PI SBK, in connection with the Event;
  - (k) any vehicle or transportation devices, including, without limitation, any motorcar, motorcycle, bicycle, scooter, skateboard, roller skates or roller blades;
  - (l) any fireworks, flares or distress signals;
  - (m) any item that the Patron intends (or such quantities of the item from which PI SBK can reasonably infer that the Patron intends) to distribute, hawk, sell, offer or expose for sale;
  - (n) any dangerous goods;
  - (o) any object, device or substance that may be used to deface or damage any part of the area used for the Event including (without limitation) any spray paint; or
  - (p) any photographic, video or audio recording equipment PI SBK deems unacceptable for the purpose of Condition 17 below, which may include (without limitation) audio recorders, camera tripods, monopods or lenses with a total focal strength of greater than 300mm and digital video equipment.
9. Patrons must not:
- (a) pick any flower or injure or uproot any tree, shrub, flower or other plant or disturb or interfere with any fauna;
  - (b) climb or attempt to climb or remain on any tree or structure without the written consent of PI SBK;
  - (c) 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 barrier without the written consent of PI SBK;
  - (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 consent of PI SBK;
  - (e) distribute, hawk, sell, offer or expose for sale any goods or services or collect money or orders from Patrons for goods or services, without the prior written consent of PI SBK;
  - (f) misuse, deface, damage, remove from the Circuit or tamper with or attempt to misuse, deface, damage, remove from the Circuit or tamper with any building, seat, chair, table, structure, vehicle, craft, truck, tap, tap fitting, conduit, electrical equipment, wiring or sign or excavate or cause to be excavated any part of the area used for the Event;
  - (g) block any thoroughfare including, without limitation, any stairs, steps, aisle, gangway, overpass, underpass, bridge, passage, entry or exit;
  - (h) deposit litter, except in a receptacle provided for the purpose;
  - (i) throw or attempt to throw any stone, bottle or other projectile;
  - (j) disrupt, interrupt or behave in any manner that may disrupt or interrupt any race, event or activity, distract, hinder or interfere with a driver of any vehicle or craft or 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 the purpose;
  - (m) operate or use a loud hailer, public address system or other broadcast device;
  - (n) conduct public surveys or opinion polls or solicit money, donations or subscriptions from members of the public, without the written consent of PI SBK;
  - (o) conduct entertainment without a licence from PI SBK;
  - (p) smoke in a designated no smoking area;
  - (q) use photographic video or audio recording equipment in areas where such use is prohibited or otherwise than as directed by PI SBK or its agents; or
  - (r) deliberately obstruct the view of any Patron seated in the immediate vicinity, or cause unreasonable annoyance to any Patron, official or employee or contractor of PI SBK, or interfere with the comfort of any Patron or their enjoyment of the Event.
10. Any person who does not comply with these Conditions (in particular conditions 8 and 9) may be removed from the Event and have their Ticket and any object brought into the Event in contravention of these Conditions confiscated by PI SBK.
11. PI SBK may, at any time, inspect any bag, basket or other receptacle or require a Patron to turn out their pockets, bag, basket or other receptacle or inspect any boot of any vehicle.

12. Any consent given by PI SBK to the bringing on to the Circuit of any article may be revoked by PI SBK at any time. If such consent is withdrawn, the Patron must immediately remove or hand to PI SBK the offending article or immediately leave the Event through the nearest exit.
13. Patrons must comply with all directions of PI SBK or its agents.
14. No representation is made to Patrons holding General Admission Tickets that there is space available in any particular viewing area.
15. Concession Patrons must show approved identification (Pensioner Concession Card, State Government Seniors Card or Full Time Student Card (including International)) to the ticket sellers and at the entrance to the Circuit.
16. Patrons who bring children to the Event are responsible for the care, conduct and supervision of those children at all times and must keep those children within sight at all times. Children may not be permitted to enter certain areas at the Event for safety reasons as determined by PI SBK. Child access to the Bar SBK facilities is subject to the child producing a valid Bar SBK wristband. The child must also be accompanied by an adult who is responsible for the care, conduct and supervision of the child and must keep the child within sight at all times. For grandstand seating children aged 3 and under may sit on their parents' laps in the grandstand, however they must not occupy a seat. Children aged 4 and above must purchase a grandstand seat to gain access to the grandstand.
17. Without limiting any action available to PI SBK, it is a condition of entry to the Event that:
  - (a) a person cannot make or reproduce or use any film or other form of moving photograph, moving picture, still pictures or any sound recording or any of them ("Footage") of the Event or any part of it for profit, gain, public advertisement, display or for any other purpose except for the private enjoyment of the person making the Footage, without the consent of PI SBK and Infront Motor Sports;
  - (b) if a person makes or reproduces or uses such Footage of the Event or any part of it with or without the consent of PI SBK and Infront Motor Sports, that person must on request by PI SBK assign, in writing, all copyright and all intellectual property in the Footage to either PI SBK, Infront Motor Sports or their assignees as directed by PI SBK; and
  - (c) any filming from the Pit Roof Corporate Area is strictly prohibited.
18. Patrons acknowledge that PI SBK and third parties authorised by PI SBK may make or record film, photographs or other forms of moving picture, still picture or any of them of the Event (including, without limitation, of Patrons). Unless the Patron otherwise reaches an agreement with PI SBK, each Patron hereby grants Infront Motor Sports, PI SBK and third parties authorised by them permission to use photographs, film, tape, or other images or likenesses of the Patron in any media (including publication within or outside Victoria, Australia) and for any purpose without identification or compensation or payment of any kind. Patrons can contact PI SBK (contact details in Condition 19) in order to reach such an agreement.
19. PI SBK collects personal information about Patrons which is necessary for it to operate the Event and to promote the Event and subsequent Superbike World Championships and related and similar events. In particular, PI SBK may collect the name, address and phone number of Patrons 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 Patron otherwise reaches an agreement with PI SBK to the contrary, the Patron consents to PI SBK (and other parties such as those mentioned in Condition 18) collecting personal information about the Patron for these purposes. A Patron can reach such an agreement with PI SBK by contacting PI SBK at the address below or by advising PI SBK at the time of collection. Also, Patrons hereby consent to the use by and disclosure of their personal information to research, marketing and promotional organisations for the purposes set out in this Condition 19 unless the Patron otherwise notifies PI SBK by contacting it as described below. Unless Patrons advise otherwise, Patrons consent to receiving future promotional and marketing material from PI SBK, including via electronic messages (e.g. email, SMS etc). Patrons have certain rights to access their personal information held by PI SBK and can request access by contacting the PI SBK Privacy Officer at RMB 500GP Cowes 3922, Victoria.

20. Patrons are reminded that their Ticket, the Event and entry to and presence at the Event is subject to conditions of sale, these conditions of entry and all applicable laws (including, without limitation, in respect of those parts of the Circuit which form part of an "event venue" under the Major Sporting Events Act 2009 (Vic), the crowd management provisions of that Act). Details are available from PI SBK, RMB 500GP, Cowes, Victoria, 3922 or at [www.worldsbk.com.au](http://www.worldsbk.com.au). These Conditions of Entry are intended to add to and not to derogate from the rights of PI SBK (and other Associated Entities) and the obligations of Patrons under applicable laws.
21. Patrons acknowledge and agree that any condition of these Conditions of Entry which contravenes the law of a relevant jurisdiction and is not enforceable (or part or parts thereof) may be read down and is severable and does not invalidate the remaining conditions.

**2012 PHILLIP ISLAND SUPERBIKE WORLD CHAMPIONSHIP  
CONDITIONS OF ENTRY TO THE CAMPING GROUND  
AT THE PHILLIP ISLAND GRAND PRIX CIRCUIT**

Use of any ticket, pass, credential or other document (each a **"Camping Ground Ticket"**) allowing entry to the camping ground (**"Camping Ground"**) at the Phillip Island Grand Prix Circuit (**"Circuit"**) during the 2012 Phillip Island Superbike World Championship event (**"Event"**) and entry to and presence at the Camping Ground by any person (**"Patron"**) is subject to the following Conditions of Entry to the Camping Ground (together the **"Conditions"**). Patrons are strongly encouraged to read and inform themselves of these Conditions. By entering the Camping Ground, Patrons are deemed to have accepted and understood as binding on them all Conditions and any accompanying risks, obligations and responsibilities. If Patrons have any queries in relation to the Conditions they can contact PI SBK Pty Ltd on 03 5952 2710.

1. All Patrons will be required to show identification (ie: drivers licence, concession card etc) prior to entry to the Camping Ground.
2. In order to gain entry to the Camping Ground:
  - (a) prior to or at 4.00pm on Saturday 25<sup>th</sup> February 2012, Patrons must produce both a valid Camping Ground Ticket and either a valid three day General Admission, Bar SBK, Grandstand or Corporate Hospitality ticket or a valid credential;
  - (b) after 4.00pm on Saturday 25<sup>th</sup> February 2012, Patrons must produce both a valid Camping Ground Ticket and either a valid Sunday only General Admission ticket or a valid Bar SBK ticket, or a Grandstand ticket or a Corporate Hospitality ticket or a valid credential.

Patrons will exchange both the relevant admission ticket and the Camping Ground Ticket on arrival at the Circuit for a colour coded non-transferable wristband which will be recognised as the valid entry ticket for the Camping Ground and the Circuit. This wristband must be produced at all times in order to gain entry to the Camping Ground and the Circuit. Patrons with Bar SBK tickets, Corporate Hospitality tickets or credentials will retain those tickets or credentials for the purpose only of admission to the relevant facility, and those tickets or credentials will not be valid for admission to the Camping Ground or the Circuit.

3. Patrons may bring the following items into the Camping Ground:
  - (a) subject to condition 4 below, tents, marquees and other temporary structures used solely for camping purposes (**"Tents"**);
  - (b) barbeques (including gas bottles); and
  - (c) firewood, provided that each piece of firewood is pre-split and is no longer than 500mm in length.
4. In respect of Tents brought into and used in the Camping Ground, Patrons acknowledge and agree to the following:
  - (a) no Tents may be erected which require occupancy permits;
  - (b) no Tents may be erected prior to Camping Ground opening times; and
  - (c) Tents must not exceed an area of 1 person per 6 square metres.
5. In respect of those parts of the Camping Ground which are designated motorcycle access camping ground areas, Patrons may not bring into the Camping Ground any car or other vehicle other than a registered motorcycle, except for the purposes of unloading and loading, for which there shall be a thirty minute time limit. Patrons consent to PI SBK Pty Ltd removing vehicles from such areas after the expiry of the time limit and the Patron releases PI SBK Pty Ltd, its agents, contractors, employees and officers from any loss, damage, claims or liability arising from or connected with such removal.
6. Patrons may not in the Camping Ground:
  - (a) allow any fire to be or become out of control;
  - (b) light any fire on a nominated Total Fire Ban day unless authorised to do so by PI SBK Pty Ltd; or
  - (c) except to the extent otherwise permitted by these Conditions, use any vehicle or transportation devices (registered or otherwise) including, without limitation, any motorcar, motorcycle, bicycle, scooter, skateboard, roller skates or roller blades and including, without limitation, on the Go-Kart track.

7. Any person who does not comply with these Conditions may be removed from the Camping Ground and may have any vehicle or transportation device brought into or used within the Camping Ground in contravention of these Conditions removed from the Camping Ground and their Camping Ground Ticket or wristband and any object brought into the Camping Ground in contravention of these Conditions may be confiscated by PI SBK Pty Ltd.
8. PI SBK Pty Ltd may, at any time, inspect any vehicle, tent or camping equipment, bag, basket or other receptacle or require a Patron to turn out their pockets, bag, basket or other receptacle.
9. Patrons must comply with the Conditions of Entry to Phillip Island Grand Prix Circuit which follow. Those Conditions of Entry also apply to entry to the Camping Ground and all references in those Conditions of Entry:
  - (a) to the Circuit, are taken to include the Camping Ground; and
  - (b) to the Event, are taken to include activities associated with the Patron's use and occupation of the Camping Ground.
10. Patrons acknowledge and agree that any condition of these Conditions which contravenes the law of a relevant jurisdiction and is not enforceable (or part or parts thereof) may be read down and is severable and does not invalidate the remaining conditions.

**2012 PHILLIP ISLAND SUPERBIKE WORLD CHAMPIONSHIP  
CONDITIONS OF ENTRY  
TO PHILLIP ISLAND GRAND PRIX CIRCUIT**

Use of any ticket, pass, credential or other document (each a "Ticket") allowing entry to the Phillip Island Grand Prix Circuit ("Circuit") during the 2012 Phillip Island Superbike World Championship event (including support events) ("Event") and entry to and presence at the Event by any person ("Patron") is subject to the following Conditions. Patrons are strongly encouraged to read and inform themselves of these Conditions. By entering the Circuit, Patrons are deemed to have accepted and understood as binding on them all Conditions and any accompanying risks, obligations and responsibilities. If Patrons have any queries in relation to the Conditions they can contact PI SBK Pty Ltd on 03 5952 2710.

**1. RELEASE FROM LIABILITY – GRANTED BY SPECTATORS AND ALL OTHER ENTRANTS TO CIRCUIT**

**WARNING TO THE PUBLIC** – Motor racing is **DANGEROUS** and spectators attending the Circuit do so entirely at their own risk. It is a condition of admission that all persons having a connection with the promotion and/or organisation and/or conduct of the Event, including the owners of the land and the riders and owners of vehicles and passengers in or on the vehicles, are absolved from liability arising out of accidents causing damage or personal injury to spectators or ticket holders, except where due care and skill has not been exercised.

Without limiting the foregoing, to the fullest extent permitted by law, Patrons hereby exclude, release and forever discharge each of PI SBK Pty Ltd ('PI SBK'), the Crown in right of the State of Victoria, The Minister & Officers of the Department of Planning and Community Development, Victorian Major Events Company Pty Ltd, Fox Group Holdings Pty Ltd, Linfox Property Group Pty Ltd, PI Operations Pty Ltd, PI Circuit Pty Ltd, PI Visitor Centre Pty Ltd, PI Graydens Pty Ltd, PI Sunrise-McGuigan Pty Ltd, Infront Motor Sports S.r.l. ("Infront Motor Sports"), Federation Internationale de Motocyclisme ("FIM"), Motorcycling Australia Ltd and Motorcycling Victoria, Event sponsors and their directors, employees, agents and contractors and all other persons involved in the organisation, conduct and promotion of the Event (all of whom and which are collectively described as "Associated Entities") from all liability for claims, loss, damage, costs or expenses of any nature arising from or connected with Patrons' attendance at the Event, except where due care and skill has not been exercised or in other circumstances where Patrons' rights may not legally be excluded.

**2. RELEASE FROM LIABILITY – GRANTED BY PARTICIPANTS IN RECREATIONAL SERVICES**

In addition to the release granted in paragraph 1, to the extent permitted by the law and to the extent to which Patrons 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,

Patrons:

- (c) hereby exclude, release and forever discharge each of the Associated Entities from all liability for claims, loss, damage, costs or expenses arising from any personal injury or death (whether arising from the Associated Entities' negligence or lack of due care and skill (other than gross negligence) or otherwise), arising from or connected with Patrons' participation in Recreational Services at the Event; and
- (d) acknowledge that 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. Patrons 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 paragraph 2, "the supplier" shall mean and include Associated Entities.

### **3. RELEASE FROM LIABILITY – CONSEQUENTIAL LOSS**

Without limiting any other release or limitation contained in these Conditions, to the extent permitted by law, the Associated Entities will not be liable for any indirect or consequential loss suffered by you arising out of or in relation to the Event.

4. Nothing in these Conditions of Entry affects your rights under the Competition and Consumer Act 2010 (Cth), the Australian Consumer Law (Victoria), the Fair Trading Act 1999 (Vic) or similar legislation regarding implied conditions and warranties to the extent that such rights or implied conditions or warranties cannot be excluded by law.
5. PI SBK, with reasonable cause, may refuse entry to or remove any Patron from the Event.
6. Tickets will not be refunded, replaced or exchanged except as required by law. If a refund is made, PI SBK Pty Ltd may, to the extent permitted by law, retain any fee it has charged. Tickets may not, without the prior written consent of PI SBK Pty Ltd, be resold or offered for resale at a premium (including via on-line auction sites) or used for advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services, either by the original purchaser or any subsequent bearer. If the Ticket is sold or used in breach of this condition, the Ticket may be cancelled without a refund and the bearer may be refused admission. Tickets are non-transferable on the day or during the day of presentation. Upon exit, the Patron's hand must be stamped to regain entry on the same day. The stamp must be shown along with a valid Ticket clipped for that day to regain entry.
7. No Patron, except the holder of a Ticket allowing entry to a reserved area or occupation of a reserved seat, shall enter or remain in a reserved area or occupy a reserved seat.
8. Patrons may not, without the consent of PI SBK, bring any of the following items into the Event:
  - (a) any alcoholic beverages;
  - (b) any glass bottles or containers or other glass objects (excluding sunglasses, binoculars and prescription glasses);
  - (c) any beverage container (including plastic bottles or cans) on which the manufacturer's seal has been broken;
  - (d) any drink coolers, esky or ice boxes (other than one predominantly constructed of polystyrene);
  - (e) 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, any chairs, lounges, benches or stools (other than a folding fabric chair or folding fabric stool);
  - (f) 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;
  - (g) any object that could be used to distract, hinder or interfere with the driver or rider of any vehicle or craft taking part in the Event, or could be used to disrupt or interrupt, or could behave in a manner that may disrupt or interrupt, any race, event or activity, whether intentionally or otherwise, including (without limitation) a laser pointer;
  - (h) any animal (other than, if the person is blind, deaf or otherwise suffering a disability, a
  - (i) guide dog);
  - (j) any metal flag or banner pole, any extendable flag or banner pole, any flag or banner pole longer than 1 metre, or any flag or banner used or to be used in contravention of condition 9(r);
  - (k) any whistle, loud hailer, public address system, electronic or other broadcasting device, or any other device which may interfere with electronic or radio communications or broadcasting signals and equipment used by PI SBK, or other persons authorised by PI SBK, in connection with the Event;
  - (l) any vehicle or transportation devices, including, without limitation, any motorcar, motorcycle, bicycle, scooter, skateboard, roller skates or roller blades;
  - (m) any fireworks, flares or distress signals;

- (n) any item that the Patron intends (or such quantities of the item from which PI SBK can reasonably infer that the Patron intends) to distribute, hawk, sell, offer or expose for sale;
- (o) any dangerous goods;
- (p) any object, device or substance that may be used to deface or damage any part of the area used for the Event including (without limitation) any spray paint; or
- (q) any photographic, video or audio recording equipment PI SBK deems unacceptable for the purpose of Condition 17 below, which may include (without limitation) audio recorders, camera tripods, monopods or lenses with a total focal strength of greater than 300mm and digital video equipment.

9. Patrons must not:

- (a) pick any flower or injure or uproot any tree, shrub, flower or other plant or disturb or interfere with any fauna;
- (b) climb or attempt to climb or remain on any tree or structure without the written consent of PI SBK;
- (c) 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 barrier without the written consent of PI SBK;
- (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 consent of PI SBK;
- (e) distribute, hawk, sell, offer or expose for sale any goods or services or collect money or orders from Patrons for goods or services, without the prior written consent of PI SBK;
- (f) misuse, deface, damage, remove from the Circuit or tamper with or attempt to misuse, deface, damage, remove from the Circuit or tamper with any building, seat, chair, table, structure, vehicle, craft, truck, tap, tap fitting, conduit, electrical equipment, wiring or sign or excavate or cause to be excavated any part of the area used for the Event;
- (g) block any thoroughfare including, without limitation, any stairs, steps, aisle, gangway, overpass, underpass, bridge, passage, entry or exit;
- (h) deposit litter, except in a receptacle provided for the purpose;
- (i) throw or attempt to throw any stone, bottle or other projectile;
- (j) disrupt, interrupt or behave in any manner that may disrupt or interrupt any race, event or activity, distract, hinder or interfere with a driver of any vehicle or craft or 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 the purpose;
- (m) operate or use a loud hailer, public address system or other broadcast device;
- (n) conduct public surveys or opinion polls or solicit money, donations or subscriptions from members of the public, without the written consent of PI SBK;
- (o) conduct entertainment without a licence from PI SBK;
- (p) smoke in a designated no smoking area;
- (q) use photographic video or audio recording equipment in areas where such use is prohibited or otherwise than as directed by PI SBK or its agents; or
- (r) deliberately obstruct the view of any Patron seated in the immediate vicinity, or cause unreasonable annoyance to any Patron, official or employee or contractor of PI SBK, or interfere with the comfort of any Patron or their enjoyment of the Event.

10. Any person who does not comply with these Conditions (in particular conditions 8 and 9) may be removed from the Event and have their Ticket and any object brought into the Event in contravention of these Conditions confiscated by PI SBK.

11. PI SBK may, at any time, inspect any bag, basket or other receptacle or require a Patron to turn out their pockets, bag, basket or other receptacle or inspect any boot of any vehicle.

12. Any consent given by PI SBK to the bringing on to the Circuit of any article may be revoked by PI SBK at any time. If such consent is withdrawn, the Patron must immediately remove or hand to PI SBK the offending article or immediately leave the Event through the nearest exit.

13. Patrons must comply with all directions of PI SBK or its agents.

14. No representation is made to Patrons holding General Admission Tickets that there is space available in any particular viewing area.

15. Concession Patrons must show approved identification (Pensioner Concession Card, State Government Seniors Card or Full Time Student Card (including International)) to the ticket sellers and at the entrance to the Circuit.

16. Patrons who bring children to the Event are responsible for the care, conduct and supervision of those children at all times and must keep those children within sight at all times. Children may not be permitted to enter certain areas at the Event for safety reasons as determined by PI SBK. Child access to the Bar SBK facilities is subject to the child producing a valid Bar SBK wristband. The child must also be accompanied by an adult who is responsible for the

care, conduct and supervision of the child and must keep the child within sight at all times. For grandstand seating children aged 3 and under may sit on their parents' laps in the grandstand, however they must not occupy a seat. Children aged 4 and above must purchase a grandstand seat to gain access to the grandstand.

17. Without limiting any action available to PI SBK, it is a condition of entry to the Event that:

- (a) a person cannot make or reproduce or use any film or other form of moving photograph, moving picture, still pictures or any sound recording or any of them ("Footage") of the Event or any part of it for profit, gain, public advertisement, display or for any other purpose except for the private enjoyment of the person making the Footage, without the consent of PI SBK and Infront Motor Sports;
- (b) if a person makes or reproduces or uses such Footage of the Event or any part of it with or without the consent of PI SBK and Infront Motor Sports, that person must on request by PI SBK assign, in writing, all copyright and all intellectual property in the Footage to either PI SBK, Infront Motor Sports or their assignees as directed by PI SBK; and
- (c) any filming from the Pit Roof Corporate Area is strictly prohibited.

18. Patrons acknowledge that PI SBK and third parties authorised by PI SBK may make or record film, photographs or other forms of moving picture, still picture or any of them of the Event (including, without limitation, of Patrons). Unless the Patron otherwise reaches an agreement with PI SBK, each Patron hereby grants Infront Motor Sports, PI SBK and third parties authorised by them permission to use photographs, film, tape, or other images or likenesses of the Patron in any media (including publication within or outside Victoria, Australia) and for any purpose without identification or compensation or payment of any kind. Patrons can contact PI SBK (contact details in Condition 19) in order to reach such an agreement.

19. PI SBK collects personal information about Patrons which is necessary for it to operate the Event and to promote the Event and subsequent Superbike World Championships and related and similar events. In particular, PI SBK may collect the name, address and phone number of Patrons 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 Patron otherwise reaches an agreement with PI SBK to the contrary, the Patron consents to PI SBK (and other parties such as those mentioned in Condition 18) collecting personal information about the Patron for these purposes. A Patron can reach such an agreement with PI SBK by contacting PI SBK at the address below or by advising PI SBK at the time of collection. Also, Patrons hereby consent to the use by and disclosure of their personal information to research, marketing and promotional organisations for the purposes set out in this Condition 19 unless the Patron otherwise notifies PI SBK by contacting it as described below. Unless Patrons advise otherwise, Patrons consent to receiving future promotional and marketing material from PI SBK, including via electronic messages (e.g. email, SMS etc). Patrons have certain rights to access their personal information held by PI SBK and can request access by contacting the PI SBK Privacy Officer at RMB 500GP Cowes 3922, Victoria.

20. Patrons are reminded that their Ticket, the Event and entry to and presence at the Event is subject to conditions of sale, these conditions of entry and all applicable laws (including, without limitation, in respect of those parts of the Circuit which form part of an "event venue" under the Major Sporting Events Act 2009 (Vic), the crowd management provisions of that Act). Details are available from PI SBK, RMB 500GP, Cowes, Victoria, 3922 or at [www.worldsbk.com.au](http://www.worldsbk.com.au). These Conditions of Entry are intended to add to and not to derogate from the rights of PI SBK (and other Associated Entities) and the obligations of Patrons under applicable laws.

21. Patrons acknowledge and agree that any condition of these Conditions of Entry which contravenes the law of a relevant jurisdiction and is not enforceable (or part or parts thereof) may be read down and is severable and does not invalidate the remaining conditions.

**2012 PHILLIP ISLAND SUPERBIKE WORLD CHAMPIONSHIP  
CONDITIONS OF SALE  
PHILLIP ISLAND GRAND PRIX CIRCUIT**

Each ticket and each pass, credential or other document, (each a “**ticket**”) allowing entry to the Phillip Island Grand Prix Circuit (“**Circuit**”) and surrounding campgrounds (“**Campgrounds**”) during the 2012 Phillip Island Superbike World Championship event (“**Event**”) is subject to the following conditions.

1. Except as required by law, and subject to condition 2, tickets will not be refunded, replaced or exchanged for any reason, including but not limited to, the possible non-appearance of any particular person, group or personality expected by the ticket holder, whether expected to enter an event or not and whether advertised or not, or any adverse weather conditions or any circumstances beyond the reasonable control of PI SBK Pty Ltd (“**PI SBK**”). Ticket prices may include a non refundable service fee. If a refund is made, PI SBK Pty Ltd may, to the extent permitted by law, retain any fee it has charged.
2. PI SBK is not obliged to replace a ticket under any circumstances, including, but not limited to, loss or theft. PI SBK reserves its rights, however, to replace a ticket which has been lost or stolen and charge a fee for that replacement, in its sole and absolute discretion.
3. Tickets obtained from sources not authorised by PI SBK may have been lost, stolen or counterfeit and may not be honoured for admission.
4. Any ticket purchased 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 at [www.worldsbk.com.au](http://www.worldsbk.com.au), and all applicable laws (including, without limitation, in respect of those parts of the Circuit which form part of an “event venue” under the Major Sporting Events Act 2009 (Vic), the crowd management provisions of that Act). These conditions of sale and the conditions of entry are intended to add to and not to derogate from the rights of PI SBK (and other Associated Entities) and the obligations of ticket holders under applicable laws.

Details of conditions of entry are available from PI SBK, RMB 500GP, Cowes, Victoria, 3922 or at [www.worldsbk.com.au](http://www.worldsbk.com.au). It is your responsibility to inform yourself of those 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.

5. Published concessional ticket prices are available only to those classes of persons which PI SBK officially publishes as being eligible for the concessional price. Identification and/or evidence of qualification for the concessional price may be required and must be produced if requested, both when purchasing tickets and when entering the Event.
6. Tickets are non-transferable on the day or during the day of presentation. Upon exit, the ticketholder’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.
7. Tickets may not, without the prior written consent of PI SBK, which may attach thereto any conditions it sees fit, be resold or offered for resale at a premium (including via on-line auction sites) or used for advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services, either by the original purchaser or any subsequent bearer. If the ticket is sold or used in breach of this condition, the ticket may be cancelled without a refund and the bearer may be refused admission.
8. PI SBK reserves the right, with reasonable cause, to refuse entry to any person or remove any person from the Event.
9. Conditions at the Event (including access, seating, protection from the weather, terrain and facilities available) vary from time to time. Some areas of the Event are exposed to direct sunlight and heat. You are required to take appropriate care for your own wellbeing including with regard to your hydration and sun protection.

10. Ticket holders acknowledge that the Event may be held on any such dates as approved by the FIM. PI SBK reserves the right to add, withdraw or substitute any riders, performers, activities or races associated with the Event, vary programs, other conveniences, attractions and audience capacity and determine and publish additional conditions applicable to the ticket holder from time to time.
11. Any authorised impression or map of the Circuit is provided as a guide only to approximate locations of seating, viewing areas and other conveniences and attractions around the Phillip Island Grand Prix Circuit and may not be drawn to scale. PI SBK 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 the ticket holder acknowledges and accepts that no reliance is placed on such impression or map of the Circuit when purchasing tickets.
12. Without limiting any action available to PI SBK, it is a condition of entry to the Event that:
  - (a) a person cannot make or reproduce or use any film or other form of moving photograph, moving picture, still pictures or any sound recording or any of them ("**Footage**") of the Event or any part of it for profit, gain, public advertisement, display or for any other purpose except for the private enjoyment of the person making the Footage without the consent of PI SBK and Infront Motor Sports;
  - (b) if a person makes or reproduces or uses such Footage of the Event or any part of it with or without the consent of PI SBK and Infront Motor Sports, that person must on request by PI SBK assign, in writing, all copyright and all intellectual property in the Footage to either PI SBK, Infront Motor Sports or their assignees as directed by PI SBK; and
  - (c) any filming from the Pit Roof Corporate Area is strictly prohibited.
13. Ticket holders acknowledge that PI SBK and third parties authorised by PI SBK may make or record film, photographs or other forms of moving picture, still picture or any of them of the Event (including, without limitation, of ticket holders). Unless the ticket holder otherwise reaches an agreement with PI SBK, each ticket holder hereby grants Infront Motor Sports, PI SBK and third parties authorised by them permission to use photographs, film, tape, or other images or likenesses of the ticket holder in any media (including publication within or outside Victoria, Australia) and for any purpose without identification or compensation or payment of any kind. Ticket holders can contact PI SBK (contact details in Condition 14) in order to reach such an agreement.
14. PI SBK collects personal information about ticket holders which is necessary for it to operate the Event and to promote the Event and subsequent Superbike World Championships and related and similar events. In particular, PI SBK may collect the name, 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 PI SBK to the contrary, the Ticket holder consents to PI SBK (and other parties such as those mentioned in Condition 13) collecting personal information about the ticket holder for these purposes. A ticket holder can reach such an agreement with PI SBK by contacting PI SBK at the address below or by advising PI SBK at the time of collection. Also, ticket holders hereby consent to the use by and disclosure of their personal information to research, marketing and promotional organisations for the purposes set out in this Condition 14 unless the ticket holder otherwise notifies PI SBK by contacting it as described below. Unless ticket holders advise otherwise, ticket holders consent to receiving future promotional and marketing material from PI SBK, including via electronic messages (e.g. email, SMS etc). Ticket holders have certain rights to access their personal information held by PI SBK and can request access by contacting the PI SBK Privacy Officer at RMB 500GP Cowes 3922, Victoria.
15. Ticket holders acknowledge and agree that any part or parts of these conditions of sale which contravene the law of a relevant jurisdiction and are not enforceable may be read down and are severable and do not invalidate the remaining conditions.

## 16. RELEASE FROM LIABILITY – GRANTED BY SPECTATORS AND ALL OTHER ENTRANTS TO CIRCUIT

**WARNING TO THE PUBLIC** – Motor racing is **DANGEROUS** and spectators attending the Circuit do so entirely at their own risk. It is a condition of admission that all persons having a connection with the promotion and/or organisation and/or conduct of the Event, including the owners of the land and the riders and owners of vehicles and passengers in or on the vehicles, are absolved from liability arising out of accidents causing damage or personal injury to spectators or ticket holders, except where due care and skill has not been exercised.

Without limiting the foregoing, to the fullest extent permitted by law, ticket holders hereby exclude, release and forever discharge each of PI SBK Pty Ltd ('PI SBK'), the Crown in right of the State of Victoria, The Minister & Officers of the Department of Planning and Community Development, Victorian Major Events Company Pty Ltd, Fox Group Holdings Pty Ltd, Linfox Property Group Pty Ltd, PI Operations Pty Ltd, PI Circuit Pty Ltd, PI Visitor Centre Pty Ltd, PI Graydens Pty Ltd, PI Sunrise-McGuigan Pty Ltd, Infront Motor Sports S.r.l. ("Infront Motor Sports"), Federation Internationale de Motocyclisme ("FIM"), Motorcycling Australia Ltd and Motorcycling Victoria, Event sponsors and their directors, employees, agents and contractors and all other persons involved in the organisation, conduct and promotion of the Event (all of whom and which are collectively described as "Associated Entities") from all liability for claims, loss, damage, costs or expenses of any nature arising from or connected with ticket holders' attendance at the Event, except where due care and skill has not been exercised or in other circumstances where ticket holders' rights may not legally be excluded.

## 17. RELEASE FROM LIABILITY – GRANTED BY PARTICIPANTS IN RECREATIONAL SERVICES

In addition to the release granted in paragraph 1, to the extent permitted by the law and 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,

ticket holders:

- (c) hereby exclude, release and forever discharge each of the Associated Entities from all liability for claims, loss, damage, costs or expenses arising from any personal injury or death (whether arising from the Associated Entities' negligence or lack of due care and skill (other than gross negligence) or otherwise), arising from or connected with ticket holders' participation in Recreational Services at the Event; and
- (d) acknowledge that 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 paragraph 2, "the supplier" shall mean and include Associated Entities.

#### **18. RELEASE FROM LIABILITY – CONSEQUENTIAL LOSS**

Without limiting any other release or limitation contained in these conditions, to the extent permitted by law, the Associated Entities will not be liable for any indirect or consequential loss suffered by you arising out of or in relation to the Event.

19. Nothing in these conditions affects your rights under the Competition and Consumer Act 2010 (Cth), the Australian Consumer Law (Victoria), the Fair Trading Act 1999 (Vic) or similar legislation regarding implied conditions and warranties to the extent that such rights or implied conditions or warranties cannot be excluded by law.