

**2011 YAMAHA 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 2011 Phillip Island Superbike World Championship event ("Event") and entry to and presence at the Event by any person ("Patron") is subject to the following conditions:

**1. PATRONS ARE REMINDED AND AGREE ACCEPT AND ACKNOWLEDGE THAT MOTOR RACING, THE EVENT AND CERTAIN ACTIVITIES ASSOCIATED THEREWITH (INCLUDING, WITHOUT LIMITATION, SUPPORT EVENTS) ARE DANGEROUS AND ACCIDENTS CAN HAPPEN.**

Patrons are warned that there is a possibility of an accident causing injury, death or property damage or loss and attendance at the Event is at Patrons own risk. Patrons acknowledge that the risks associated with attending or participating in the Event include but are not limited to the risk of suffering harm as a result of motorcycles (or parts of them) colliding with other motorcycles, persons or property. Patrons acknowledge that entry to and remaining at the Event has a degree of danger and, to the extent permitted by law (in particular sections 32J and 32JA of the Fair Trading Act 1999 (Vic) and section 74 of the Trade Practices Act 1974 (Cth)), hereby exclude, release and forever discharge 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 all other persons involved in the organisation, conduct and promotion of the Event (Associated Entities) from all liability for claims, loss, damage, costs or expenses arising from any personal injury or death (whether arising from negligence (but excluding gross negligence) or otherwise), arising from or connected with Patrons' participation in Recreational Service (as defined below) at the Event. To the extent permitted by the law (in particular sections 32J and 32JA of the Fair Trading Act 1999 (Vic) and section 74 of the Trade Practices Act 1974 (Cth)), Patrons acknowledge that, 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, participation in various amusements and interactive displays, 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 clause 1 "the supplier" shall mean and include Associated Entities.

Without limiting any other release or limitation contained in these Conditions, the Associated Entities will not be liable for any indirect or consequential loss suffered by you or caused by any acts or omissions of the Associated Entities, their directors, employees, agents and contractors arising out of or in relation to the Event.

Nothing in this Condition 1 or these Conditions of Entry generally affects your rights under the Trade Practices Act 1974 (Cth), Fair Trading Act 1999 (Vic) or similar legislation regarding implied conditions and warranties to the extent that such implied conditions or warranties cannot be excluded by law.

- 2. PI SBK, with reasonable cause, may refuse entry to or remove any Patron from the Event.
- 3. 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.

4. 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.
5. 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);  
any beverage container (including plastic bottles or cans) with the manufacturer's seal has been broken;
  - (c) 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 disrupt, interrupt, or behave in a manner that may disrupt or interrupt, any race, event or activity, whether intentionally or otherwise including (without limitation) a laser pointer (as that expression is defined in the Major Events (Crowd Management) Act 2003 (Vic));
  - (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 6(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 (as that expression is defined in the Major Events (Crowd Management) Act 2003 (Vic));
  - (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 (as that expression is defined in the Major Events (Crowd Management) Act 2003);
  - (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 14 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.
6. 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 and 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, 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 as otherwise 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.
7. Any person who does not comply with these Conditions (in particular conditions 5 and 6) 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. Pursuant to the Major Events (Crowd Management) Act 2003 (Vic), any patron who has been removed from the Event is prohibited from re-entering the Event for a period of 24 hours.
8. PI SBK may, at any time, inspect any bag, basket or other receptacle or require a patron to turn out their pockets or inspect any boot of any vehicle.
9. Any consent given by PI SBK 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.
10. Patrons must comply with all directions of PI SBK or its agents.
11. No representation is made to Patrons holding General Admission Tickets that there is space available in any particular viewing area.
12. 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 Phillip Island Grand Prix Circuit (as defined in the Act).
13. 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.
14. 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, 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.

15. 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 purpose without identification or compensation or payment of any kind. Patrons can contact PI SBK (contact details in Condition 16) in order to reach such an agreement.
16. 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 15) taking photographs, film, tape and other images or likenesses of the Patron and using them as described in Condition 15. 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 and disclosure of their personal information (that is, other than personal information of the kind referred to referred to in Condition 15) by PI SBK to research, marketing and promotional organisations for the purposes set out in the first paragraph of this Condition 16 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.
17. 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, the Major Events (Crowd Management) Act 2003 (Vic) and the Act and any relevant regulations under those Acts. Details are available from PI SBK, RMB 500GP, Cowes, Victoria, 3922 or at [www.worldsbk.com.au](http://www.worldsbk.com.au)
18. 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.