

**2011 YAMAHA 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 2011 Yamaha 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) PATRONS ARE REMINDED 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 Organisation 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 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 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.

All Patrons will be required to show identification (ie: drivers licence, concession card etc) prior to entry to the campground

2) In order to gain entry to the Camping Ground:

- (a) prior to or at 4.00pm on Saturday 26th February 2011, 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 26th February 2011, 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) PI SBK Pty Ltd may, with reasonable cause, refuse entry to or remove any Patron from the Camping Ground.

4) Patrons may bring the following items into the Camping Ground:

- (a) subject to condition 17 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.

5) Except as set out in Clause 4 above, Patrons may not, without the prior written consent of PI SBK Pty Ltd, bring any of the following items into the Camping Ground:

- (a) any alcoholic beverages;
- (b) any glass bottles or containers or other glass objects (excluding sunglasses, binoculars and prescription glasses);
- (c) any 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;
- (d) 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)*);
- (e) any animal (other than if a person is blind, deaf or otherwise suffering a disability, a guide dog);
- (f) any metal flag or banner pole, any extendable flag or banner pole longer than 1 metre, or any flag or banner used or to be used in contravention of condition 6(j);
- (g) any whistle, loud hailer, public address system, electronic or other broadcast device or any other device which may interfere with electronic or radio communications or broadcasting signals and equipment used by PI SBK Pty Ltd, or other persons authorised by PI SBK Pty Ltd, in connection with the Event;
- (h) where the Camping Ground is a designated motorcycle access 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 and Patrons consent to PI SBK Pty Ltd removing such vehicles from such areas and the Patron releases PI SBK Pty Ltd, it's agents, contractors,

employees and officers from any loss, damage, claims or liability arising from or connected with such removal ;

- (i) any fireworks, flares or distress signals (as that expression is defined in the *Major Events (Crowd Management) Act 2003 (Vic)*);
- (j) any item that the Patron intends (or such quantities of the item from which PI SBK Pty Ltd can reasonably infer that the Patron intends) to distribute, hawk, sell, offer or expose for sale;
- (k) any dangerous goods (as that expression is defined in the *Major Events (Crowd Management) Act 2003 (Vic)*);
- (l) except to the extent otherwise permitted by these Conditions, any vehicle or transportation devices (registered or otherwise) including, without limitation, any motorcar, motorcycle, bicycle, scooter, skateboard, roller skates or roller blades; or
- (m) 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.

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 Pty Ltd;
- (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 prior written consent of PI SBK Pty Ltd;
- (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 prior written consent of PI SBK Pty Ltd;
- (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 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, rubbish bin, structure, vehicle, craft, truck, pipe, tap, tap fitting, fire extinguisher, 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, pontoon, bridge, passage, entry or exit;
- (h) deposit litter, except in a receptacle provided for that purpose;
- (i) throw away or attempt to throw any stone, bottle or missile;
- (j) cause any nuisance, interfere with any other person's property, 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 or cause unreasonable annoyance to any Patron, official or employee of PI SBK Pty Ltd;
- (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 that 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 or collect money or orders from members of the public for goods and services, without the written consent of PI SBK Pty Ltd;
- (o) conduct entertainment without a licence from PI SBK Pty Ltd;
- (p) smoke in a designated non smoking area;
- (q) allow any fire to be or become out of control;
- (r) light any fire on a nominated Total Fire Ban day unless authorised to do so by PI SBK Pty Ltd; or
- (s) 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 within the Camping Ground, including, without limitation, on the Go-Kart track.

- 7) Any person who does not comply with these Conditions (in particular conditions 5 and 6) 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. Pursuant to the *Major Event (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 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) Any consent given by PI SBK Pty Ltd may be revoked by PI SBK Pty Ltd at any time. If such consent is withdrawn, the Patron must immediately remove or hand to PI SBK Pty Ltd the offending article or immediately leave the Camping Ground through the nearest exit.
- 10) Patrons must comply with all directions of PI SBK Pty Ltd or its agents.
- 11) Concession Patrons must show approved identification (Pensioner Concession Card, Seniors Card or Full Time Student Card (including International)) to the Camping Ground Ticket seller and at the entrance to the Camping Ground.
- 12) Patrons who bring children to the Camping Ground 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 Pty Ltd.
- 13) Without limiting any action available to PI SBK Pty Ltd, pursuant to the Act or any amendment thereof, it is a condition of entry to the Event that:
 - (a) a person cannot make or reproduce or use any film, photograph or other form of 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 persons making the Footage, without the consent of PI SBK Pty Ltd 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 Pty Ltd, that person must on request by PI SBK Pty Ltd assign, in writing, all copyright and all intellectual property in the Footage to either PI SBK Pty Ltd, Infront Motor Sports or their assignees as directed by PI SBK Pty Ltd; and
 - (c) any filming from Pit Roof is strictly prohibited.
- 14) Patrons acknowledge that PI SBK Pty Ltd and third parties authorised by PI SBK Pty Ltd 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 Pty Ltd, each Patron hereby grants FIM, Infront Motor Sports, PI SBK Pty Ltd 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 the compensation or payment of any kind.
- 15) PI SBK Pty Ltd collects personal information about Patrons which is necessary for it to operate the Event and to help promote the Event and subsequent Superbike World Championships and related and similar events. In particular PI SBK Pty Ltd may collect 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 Pty Ltd to the contrary, the Patron consents to PI SBK Pty Ltd (and other third parties such as those mentioned in Condition 14) taking photographs, film, tape and other images or likenesses of the Patron and using them as described in Condition 14.

A Patron can reach such an agreement with PI SBK Pty Ltd by contacting PI SBK Pty Ltd at the address below or by advising PI SBK Pty Ltd 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 in Condition 14) by PI SBK Pty Ltd to research, marketing and promotional organisations for the purposes set out in the first paragraph of this Condition 15 unless the Patron otherwise notifies PI SBK Pty Ltd by it as described below. Unless Patrons advise otherwise, Patrons consent to receiving future promotional and marketing material from PI SBK Pty Ltd, including via electronic messages (e.g. email, SMS etc).

Patrons have certain rights to access their personal information held by PI SBK Pty Ltd and can request access by contacting PI SBK Pty Ltd at RMB 500 GP Cowes 3922, Victoria

- 16) Patrons are reminded that their entry to and presence at the Camping Ground is subject to conditions of sale and conditions of entry relating to the Event, the *Major Events (Crowd Management) Act 2003* (Vic) and the Act and any relevant regulations under those Acts. Details are available from PI SBK Pty Ltd, RMB 500GP Cowes 3922, Victoria or visit www.worldsbk.com.au
- 17) 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.

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 do not invalidate the remaining conditions.