

**2011 YAMAHA 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 2011 Yamaha Phillip Island Superbike World Championship event (“**Event**”) is subject to the following conditions.

1. Tickets cannot be exchanged after purchase.
2. Subject to Condition 3 below, tickets will not be refunded under any circumstances, 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. Tickets obtained from sources not authorised by PI SBK may have been lost, stolen or counterfeit and may not be honoured for admission.

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. 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), the *Major Events (Crowd Management) Act 2003 (Vic)* and any relevant regulations under the Act. It is your responsibility to inform yourself of these 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. Details are available from PI SBK, RMB 500GP, Cowes Vic 3922 or at [www.worldsbk.com.au](http://www.worldsbk.com.au)
4. 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.
5. 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.
6. Tickets must not be sold, on-sold, exchanged for a fee or reward or any other valuable consideration or otherwise commercially dealt with without the prior written consent of PI SBK which may attach any conditions it sees fit thereto. If a ticket has been dealt with in contravention of this condition, the bearer of the ticket will be denied admission.
7. PI SBK reserves the right, with reasonable cause, to refuse entry to any person or remove any person from the Event. 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. Tickets may not be used for advertising or other promotional purposes (including prizes, contests or sweepstakes), without the consent of PI SBK, which may attach thereto any conditions it sees fit.
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. 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 patrons attending the Event do so at your 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 Services (as defined below) at the Event.

To the extent permitted by law (in particular sections 32J and 32JA or the *Fair Trading Act 1999* (Vic) and section 74 of the *Trade Practices Act 1974* (Cth)), patrons acknowledge that to participate at the Event in:

- (a) a sporting activity or similar leisure 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 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 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 Act (Recreational Services) Regulations 2004.

For the purposes of condition 10 "the supplier shall mean and include the Associated Entities.

Without limiting any other release or limitation of liability 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 paragraph 10 or these Conditions of Sale 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 and warranties cannot be excluded by law.

11. Patrons 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 purchaser from time to time.
12. 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.
13. Without limiting any action available to PI SBK, it is a condition of sale that all patrons acknowledge and accept that 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 photograph, moving picture, still picture 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, Infront Motor Sports etc.; and
  - (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 shall on request by PI SBK assign, in writing, all copyright and all intellectual property in the Footage to either PI SBK, Infront Motor Sports etc or their assignees as directed by PI SBK; and
  - (c) any filming from Pit Roof Corporate Hospitality areas is strictly prohibited.
14. Patrons acknowledge that PI SBK and third parties authorised by PI SBK may make or record film or other forms of moving picture, still picture or any of them of the Event (including, without limitation, of patrons). 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 and outside Victoria) and for any purpose without compensation or payment of any kind.
15. PI SBK collects personal information about patrons which is necessary for it to operate the Event and to help promote the Event and subsequent Phillip Island World Superbike 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 the 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 third parties such as those mentioned in Condition 14) taking photographs, film, tape and other images or likenesses of the ticket holder and using them as described in Condition 14. 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, 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 to research, marketing and promotional organisations for the purposes set out in the first paragraph of Condition 15 unless the ticket holder 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.

16. Patrons 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, however such conditions (or parts thereof) may be read down and are severable and do not invalidate the remaining conditions.