



Each ticket and each pass, credential or other document (each a "ticket") issued by or on behalf of PI Operations Pty Ltd ACN 108 623 463 ("PI OPERATIONS") allowing entry to the relevant ticket holder ("Ticket Holder") to the Phillip Island Grand Prix Circuit campgrounds ("Campgrounds") during the 2020 Phillip Island Classic Festival of Motorsport event ("Event") is subject to the following conditions.

- 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 nonappearance 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 OPERATIONS. Ticket prices may include a non refundable service fee. If a refund is made, PI OPERATIONS may, to the extent permitted by law, retain any fee it has charged.
- 2. PI OPERATIONS is not obliged to replace a ticket or provide a refund for a lost, stolen or damaged ticket (including but not limited to, where a ticket does not arrive in the mail), but may do so in its absolute discretion (provided the Ticket Holder can show proof of purchase) in which case the Ticket Holder is responsible for any reasonable fees (if any) applicable to the issuing of a new ticket.
- 3. Tickets obtained from sources not authorised by PI OPERATIONS 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 and Campgrounds is subject to these Conditions of Sale, the Conditions of Entry displayed at Event entrances and entrances to the Campgrounds and at www.phillipislandcircuit.com.au (and which may be varied from time to time by PI OPERATIONS, acting reasonably), and all applicable laws (including, but not limited to, 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 OPERATIONS and the obligations of Ticket Holders under applicable laws.

Details of Conditions of Entry are available from PI OPERATIONS, RMB 500GP, Cowes, Victoria, 3922 or emailing <u>ticketing@phillipislandcircuit.com.au</u> or visiting <u>www.phillipislandcircuit.com.au</u> (but are subject to variation from time to time by PI OPERATIONS, acting reasonably). It is your responsibility to inform yourself of all conditions relating to the Event. By purchasing a ticket, you accept and understand 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 OPERATIONS 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 Campgrounds.
- 6. Tickets may not, without the prior written consent of PI OPERATIONS, 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, but not limited to, 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.
- 7. PI OPERATIONS reserves the right, with reasonable cause, to refuse entry to any person or remove any person from the Campgrounds.
- 8. Conditions at the Campgrounds (including, but not limited to, access, protection from the weather, terrain and facilities available) vary from time to time. Some areas of the Campgrounds are exposed to direct sunlight and heat. Ticket Holders are required to take appropriate care for their wellbeing including, but not limited to, with regard to hydration and sun protection.
- 9. Ticket holders acknowledge that the Event may be held on any such dates as approved by the FIA and that the promoter of the Event, Victorian Historic Racing Register Inc ("VHRR") may add, withdraw or substitute any drivers, 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.
- 10. Without limiting any action available to PI OPERATIONS, it is a condition of entry to the Camping Grounds and the Event that:
 - 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 OPERATIONS and VHRR;
 - 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 OPERATIONS and VHRR, that person must on request by PI OPERATIONS assign, in writing, all copyright and all intellectual property in the Footage to either PI OPERATIONS, VHRR or persons nominated by them as directed by PI OPERATIONS; and
 - any filming from the Pit Roof Corporate Area is strictly prohibited.
- 11. Ticket holders acknowledge that PI OPERATIONS and third parties authorised by PI OPERATIONS 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). Each ticket holder hereby grants PI OPERATIONS and third parties authorised by it 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 including on the basis that Australian Privacy Principle 8.1 will not apply to disclosure of images or likenesses outside Australia) and for any purpose without identification or compensation or payment of anykind.

- 12. PI OPERATIONS collect personal information about patrons attending events at the Phillip Island Grand Prix Circuit, including, but not limited to, the 2020 Phillip Island Classic Festival of Motorsport or subsequent Phillip Island Classic Festival of Motorsport events. PI OPERATIONS may collect the name, address, phone number and email address of ticket holders, as well as film, photographic and other footage, for the purposes of coordinating arrangements at the Event and of conducting research, marketing and promotional activities in relation to the Event, similar events and other activities held at Phillip Island Grand Prix Circuit. Personal information may also be used for accounting and Event management purposes, for managing access to the Campgrounds and the Circuit, for reporting incidents to Worksafe Victoria and other relevant authorities under applicable laws and for legal proceedings. Film and photographic footage may be used as set out in Condition 10. If the Ticket Holder does not provide PI OPERATIONS with the personal information described above:
 - the Ticket Holder may not be admitted to the Campgrounds; and
 - PI OPERATIONS may not be able to provide the Ticket Holder with information about products and services that the Ticket Holder may want, including information about discounts, sales or special promotions.

PI OPERATIONS may disclose the personal information it collects to its employees, related bodies corporate, contractors and service providers (including, but not limited to, research, marketing and promotional organisations) as well as to relevant authorities as set out above. PI OPERATIONS is not likely to disclose the information to overseas recipients (other than images, as set out in Condition 10).

PI OPERATIONS' privacy policy is available on our website

(www.phillipislandcircuit.com.au) and contains more details about:

- the personal information PI OPERATIONS collects and how PI OPERATIONS deals with that information;
- how a ticket holder may access the personal information which PI OPERATIONS holds about them and seek correction of that information; and
- how a ticket holder may complain about a breach of the Australian Privacy Principles and how PI OPERATIONS will deal with such a complaint.

Alternatively, to find out more about how PI OPERATIONS collects and uses personal information, contact PI Operations Pty Ltd Privacy Officer at RMB 500GP Cowes 3922, Victoria (Tel: +61 3 5952 2710).

Unless a ticket holder advises PI OPERATIONS to the contrary, the ticket holder consents to receiving future promotional and marketing material from PI OPERATIONS and its related entities, including, but not limited to, via electronic messages (e.g. email, SMS etc.). If a Ticket Holder does not wish to receive promotional and marketing material, they should select the unsubscribe option where applicable or contact the PI Operations Pty Ltd Privacy Officer at RMB 500GP Cowes 3922, Victoria (Tel: +61 3 59522710).

- 13. Camping Tickets collection as follows:
 - Camping Tickets pre-purchased will be available for collection from Gate 2 Campground Ticket Office from 9.00am on Thursday 5th March 2020 with appropriate photo identification required for collection.
- 14. 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.
- 15. These conditions are governed by the laws in force from time to time in Victoria. The parties submit to the exclusive jurisdiction of the courts of Victoria.
- 16. Ticket Holders must not:
 - use 'insignia or trademarks or other intellectual property owned by PI OPERATIONS, VHRR or any related entity of either of them;
 - conduct any advertising or promotion whatsoever in relation to the Circuit or the Event, including, without limitation, any corporate signage or corporate identification within or outside the Circuit;
 - offer Tickets for advertising or other promotional purposes (including prizes, contests or sweepstakes); or
 - use the name of PI OPERATIONS, VHRR or any related entity of either of them
 or refer to any event promoted by PI OPERATIONS, VHRR or any related entity
 of either of them in any way that connects PI OPERATIONS, VHRR or the related
 entity with the Ticket Holder so as to indicate that PI OPERATIONS, VHRR or
 any related entity of either of them endorses the Ticket Holder or its activities or
 that the Ticket Holder is a sponsor or in some other way connected with PI
 OPERATIONS, VHRR (or any related entity of either of them) or the Circuit or
 any event promoted by PI OPERATIONS, VHRR or any related entity of
 either of them,

without written consent of PI OPERATIONS, which consent may be subject to VHRR's approval and is otherwise exercisable by PI OPERATIONS in its absolute discretion and may include such conditions as PI OPERATIONS sees fit.