

# TERMS & CONDITIONS OF SALE

Each ticket and each pass, credential or other document (each a "Ticket") issued by or on behalf of PI SBK Pty Ltd ACN 108 623 730 ("PI SBK") allowing entry for the relevant ticket holder ("Ticket Holder") to the Phillip Island Grand Prix Circuit ("Circuit") and surrounding camping grounds ("Camping Grounds") during the 2020 Motul FIM Superbike World Championship, Yamaha Finance Round, Phillip Island event ("Event") is subject to the following conditions ("Conditions").

**1.** Ticket Holders are advised that the dates of the Event are not fixed until ratified by FIM, which is expected to occur by the end of November 2019 (but may occur later). If a Ticket is acquired prior to the dates of the Event being ratified by FIM, the Ticket Holder acknowledges and agrees that the provisional dates of the Event may change and that the Ticket Holder will not be entitled to a refund in such circumstances. If the published provisional dates are changed, such changes will be published at [www.phillipislandcircuit.com.au](http://www.phillipislandcircuit.com.au) and each acquired Ticket will be valid for the rescheduled dates. PI SBK reserves the right to add, withdraw or substitute any riders, performers or activities including, but not limited to, any concerts or other entertainment associated with the Event and to vary programs, other conveniences and attractions and audience capacity from time to time.

**2.** Subject to Condition 4 and to any requirements of law to the contrary, PI SBK will not be liable to any Ticket Holder for any loss or damage (including, but not limited to, indirect or consequential loss or damage, for example, but not limited to, travel and accommodation costs) suffered as a result of or arising from or in any way connected to cancellation, postponement or change to the Event (or any part of the Event).

**3.** Except as set out in Condition 4, PI SBK will not be liable to refund payments made for Tickets under any circumstances, including, but not limited to:

- (a) the non-appearance of any particular person, group or personality such as a team, rider, performer or band (whether advertised or not);
- (b) any variation to the on-track Event program, conveniences and attractions such as postponement or cancellation of any part of the Event program by race stewards;
- (c) any variation to the off-track Event program, conveniences and attractions such as postponement or cancellation of any entertainment, amusements or interactive display;
- (d) any adverse weather conditions; and
- (e) any other circumstance beyond the reasonable control of PI SBK.

**4.** Subject to Conditions 5-8 (inclusive), PI SBK will refund Ticket Holders for payments made for Tickets only in the following limited circumstances:

(a) on a particular day of the Event, less than 1 hour of on-track activity (which includes any Motul FIM Superbike World Championship, Yamaha Finance Round, Phillip Island and/or support category practice sessions, qualifying and/or racing) occurs, subject to the following:

- (i) if the Ticket is a single day Ticket – the Ticket Holder will receive a refund of the price of the single day Ticket; or
- (ii) if the Ticket is a 3 day Ticket – the Ticket Holder will receive a proportionate refund of a fair portion of the price of the Ticket depending on the relevant day cancelled, the amount of such refund to be reasonably determined by PI SBK;
- (b) the entire Event is cancelled and cannot be rescheduled;
- (c) the dates of the Event are changed after ratification by FIM (see Condition 1) and the Ticket Holder does not wish to use the Ticket to attend the Event on the rescheduled dates; or
- (d) PI SBK is required by law to provide a refund.

**5.** Refunds made in accordance with Condition 4 will only be made if the Ticket Holder applies for a refund in writing by emailing [ticketing@phillipislandcircuit.com.au](mailto:ticketing@phillipislandcircuit.com.au) or writing to PI SBK Pty Ltd and includes the following details:

- (a) Ticket Holder's name;
- (b) Ticket Holder's address; and
- (c) proof of purchase (for example, the Ticket or a transaction receipt of purchase), and the refund application is received by PI SBK within 21 days after the last scheduled day of the Event.

**6.** Refunds will not be made for Tickets purchased through non-authorized sellers.

**7.** Refunds will only be made for the specified price of the Ticket. Refunds will not be provided for fees such as third party service and delivery fees, postal charges, bank fees and other third party charges. Interest will not be payable in respect of any monies refunded. No refunds will be made for Tickets which, for any reason, were provided free of charge.

**8.** Nothing in these Conditions affects Ticket Holders' rights under Schedule 2 to the Competition and Consumer Act 2010 (C/wealth) or similar legislation regarding consumer guarantees, implied conditions or warranties to the extent that those rights, guarantees, implied conditions or warranties cannot be excluded by law.

**9.** If the Event is cancelled or rescheduled, PI SBK will use reasonable endeavours to notify Ticket Holders of the cancellation. PI SBK does not guarantee that Ticket Holders will be informed of such cancellation before the date of the Event.

**10.** PI SBK 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.

**11.** Tickets obtained from sources not authorised by PI SBK may have been lost, stolen or counterfeit and will not be honoured for admission.

**12.** Any Ticket purchased and the Ticket Holder's entry to and presence at the Circuit, the Camping Grounds and the Event is subject to these Conditions, the Conditions of Entry displayed at Event entrances (and, in the case of the Camping Grounds, the Conditions of Entry to Camping Grounds displayed at the entry to the Camping Grounds) and at [www.worldsbk.com.au](http://www.worldsbk.com.au) (and which may be varied from time to time by PI SBK, 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 and the Conditions of Entry are intended to add to and not to derogate from the rights of PI SBK and the obligations of Ticket Holders under applicable laws.

**Details of Conditions of Entry and Conditions of Entry to Camping Grounds are available by writing to PI SBK PTY LTD, RMB 500GP, Cowes, Victoria, 3922 or emailing [ticketing@phillipislandcircuit.com.au](mailto:ticketing@phillipislandcircuit.com.au) or visiting [www.worldsbk.com.au](http://www.worldsbk.com.au) (but are subject to variation from time to time by PI SBK, acting reasonably). If you are unsure about the meaning of any conditions in respect of the Event you can also call PI SBK on the toll free hotline 1300 728 007. 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.**

**13.** Published concessional ticket prices are available only to those classes of persons which PI SBK officially publishes as being eligible for the concessional price which includes Pensioners, State Government Seniors and Full Time Students. Identification and/or evidence of qualification for the concessional price may be required and must be produced if requested, both when purchasing Tickets in person and when entering the Event.

**14.** Tickets are non-transferable on the day or during the day of presentation. Upon exit from the Circuit, the Ticket Holder's hand must be stamped to regain entry to the Event on the same day. The stamp must be shown together with a valid Ticket clipped for that day to regain entry.

# TERMS & CONDITIONS OF SALE

**15. 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, but not limited to, 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.**

**16.** PI SBK reserves the right, with reasonable cause, to refuse entry to any person or remove any person from the Event.

**17.** Conditions at the Event (including, but not limited to, 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. Ticket Holders are required to take appropriate care for their wellbeing including, but not limited to, with regard to hydration and sun protection.

**18.** 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 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.

**19.** Ticket Holders must only occupy the area or seat to which their Ticket applies. No representation is made to Ticket Holders holding general admission tickets that there is space available in any particular viewing area.

**20.** 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 Dorna WSBK Organization S.r.l ("Dorna");

**(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 Dorna, that person must on request by PI SBK assign, in writing, all copyright and all intellectual property in the Footage to either PI SBK, Dorna or persons nominated by them as directed by PI SBK; and

**(c)** any filming from the Pit Roof Corporate Area is strictly prohibited.

**21.** 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, but not limited to, of Ticket Holders). Each Ticket Holder hereby grants PI SBK, Dorna 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 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 any kind.

**22.** PI SBK ACN 108 623 730 and PI OPERATIONS PTY LTD ACN 108 623 463 (we, our, us) collect personal information about patrons attending events at the Phillip Island Grand Prix Circuit including, but not limited to, the Motul FIM Superbike World Championship, Yamaha Finance Round, Phillip Island or subsequent Phillip Island FIM Superbike World Championships. PI SBK and PI Operations Pty Ltd 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, subsequent Phillip Island FIM Superbike World Championships, 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 Facility 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 20. If the Ticket Holder does not provide us with the personal information described above:

- the Ticket Holder may not be admitted to the Event; and
- we 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.

We may disclose the personal information we collect to our 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. We are not likely to disclose the information to overseas recipients (other than images, as set out in condition 20).

Our privacy policy is available on our website ([www.phillipislandcircuit.com.au](http://www.phillipislandcircuit.com.au)) and contains more details about:

- the personal information we collect and how we deal with that information;
- how a ticket holder may access the personal information which we hold 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 we will deal with such a complaint.

Alternatively, to find out more about how we collect and use 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 us to the contrary, the Ticket Holder consents to receiving future promotional and marketing material from us and our 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 5952 2710).

**23.** Tickets shall be delivered/collected as follows:

**(a)** Delivery/collection of General Admission and Camping Ground tickets is subject to the delivery/collection method nominated by the Ticket Holder via the Ticketek website at the time of purchase.

**(b)** Corporate Ticket Holders will be required to collect tickets from the Gate 2 Accreditation Centre from Thursday 27th February 2020 upon presentation of their confirmation letter and appropriate photo identification.

**24.** General Admission and Camping Ground Ticket Holders who have nominated to receive tickets via mail will be delivered (within Australia only) by Standard or Registered Post via Australia Post depending on the method you select at the time of purchase. Postage may be charged in addition to the price of the Ticket (and is non-refundable). It is your responsibility to provide accurate postal details. PI SBK will not be responsible for any Tickets that are lost in transit.

**25.** Ticket Holders acknowledge and agree that any part or parts of these Conditions 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.

**26.** 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.

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**27.** Ticket Holders must not:

- (a) use 'Superbike' insignia or trademarks or other intellectual property owned by PI SBK, Dorna or any related entity of either of them;
  - (b) 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;
  - (c) offer tickets to the Event for advertising or other promotional purposes (including prizes, contests or sweepstakes); or
  - (d) use the name of PI SBK, Dorna or any related entity of either of them or refer to any event promoted by PI SBK, Dorna or any related entity of either of them in any way that connects PI SBK, Dorna or the related entity with the Ticket Holder so as to indicate that PI SBK, Dorna 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 SBK, Dorna (or any related entity of either of them) or the Circuit or any event promoted by PI SBK, Dorna or any related entity of either of them,
- without written consent of PI SBK, which consent may be subject to Dorna's approval and is otherwise exercisable by PI SBK in its absolute discretion and may include such conditions as PI SBK sees fit.

## VIP HOSPITALITY CONDITIONS OF SALE

### 1. CHILDREN

Children under 18 years of age must hold a valid ticket to gain entry into the VIP facility and must be accompanied and supervised by a parent or guardian at all times (who must be 18 years of age or over). For children's prices please contact the Phillip Island Grand Prix Circuit office on 03 5952 2710.

### 2. SHARED FACILITY

If PI SBK specifies that the facility is a "shared" facility, the ticket holder is limited to joint or shared use of the facility during the specific VIP hospitality periods. The ticket holder has no private use of the shared facility and so must not:

- (a) make any alterations or additions to the facility; or
- (b) use the facility other than contemplated by agreement;

Without the prior written consent of PI SBK (which consent is exercisable in its absolute discretion and may include such Conditions as PI SBK sees fit).

### 3. AVAILABILITY OF FACILITY

(a) if in respect of any event:

- (i) PI SBK does not build the facility for any reason;
- (ii) PI SBK is unable to obtain the rights to use the facility; or
- (iii) the facility is not available for use by the ticket holder for any other reason,

PI SBK will endeavour to offer the ticket holder an alternative facility for the specified VIP hospitality periods. The exact particulars of the alternative facility will be at the sole discretion of PI SBK

(b) where an alternative facility is offered to the ticket holder by PI SBK, the ticket holder may accept or reject the alternative facility by providing written notice to PI SBK.

(c) if the ticket holder accepts the alternative facility this agreement will remain in force subject to the following:

- (i) any reference to the facility is to be read as a reference to the alternative facility
- (ii) the total fee will be adjusted to any fee previously published by PI SBK for the alternative facility. If no such fee has been published the ticket holder and PI SBK will negotiate in good faith as to the revised total fee of the alternative facility.
- (d) if the ticket holder rejects the alternative facility offered by PI SBK this agreement may be terminated by either party by written notice. In such circumstance's PI SBK will refund all monies paid to PI SBK pursuant to the agreement with the ticket holder (excluding reasonable expenses incurred by PI SBK that is not able to avoid or recoup despite its reasonable endeavours. Upon receipt of those monies by the ticket holder PI SBK will thereby be released and discharged by the ticket holder from all claims and damages of any kind)

(e) other than as set out in Condition 30(d), PI SBK has no liability to the ticket holder for, and hereby releases and discharges PI SBK from, all direct, indirect and consequential damages, losses, costs and expenses that may be suffered by the ticket holder as the result of the unavailability of a facility in the circumstances described in Condition 30(a).

### 4. LOCATION OF THE FACILITY

PI SBK reserves the right to determine the final location of the facility at Event, including, without limitation, the positioning of individual facilities within the area known as Pit Roof and Gardner Straight South.

### 5. CORPORATE TICKETS

(a) the ticket holder must pay the total fee either:

- (i) up front or in full;
- (ii) or, if confirmation date is prior to 1st November 2019 the ticket holder may elect to pay a 50% non-refundable deposit of the total payment due and payable within 7 days of booking date. Payment of the balance is due and payable in full by 6th December 2019.

Tickets will not be released until all payments are received and all funds are cleared

(b) the ticket holder must display the correct ticket in a clear and visible manner at all times within the Circuit. PI SBK or its representatives may refuse entry to the Event or the facility if the ticket holder is not displaying the correct ticket. PI SBK and the catering agent may refuse service to the ticket holder who is not displaying the correct ticket within the Event or facility

(c) the ticket holder must keep his or her ticket safe and in good condition as PI SBK is not obliged to replace any ticket under any circumstances including, but not limited to, cases of loss or theft – however PI SBK may, in its sole and absolute discretion, replace a ticket which has been lost or stolen (and may charge a fee for that replacement).

(d) tickets can be collected from the Gate 2 Accreditation Centre from Thursday 27th February 2020.

VIP Hospitality Tickets will not be mailed out to the ticket holder.

### OTHER

(a) responsible service of alcohol to the ticket holder shall be operated by PI SBK and the catering agent. All bar opening and closing times (including in private facilities) may be subject to change by PI SBK in its absolute discretion.

(b) the ticket holder must ensure that the noise levels are not excessive, and conduct is not disruptive in the facility (in the opinion of PI SBK). PI SBK reserves the right to prohibit entry of any person or eject any person from the Circuit on behaviour deemed inappropriate by PI SBK or its representatives.

(c) the ticket holder must adhere to the dress code; neat, smart casual attire for both males and females (adults and children), including appropriate footwear. No ripped denim, tank tops, singlets or thongs will be permitted.