



## Conditions of Entry

### WARNING – MOTOR SPORT IS DANGEROUS

#### Definitions

“Event” means any racing, practice, promotion, activity, occurrence or show to be held at the Venue.

“Loss” means

- (a) damage or loss, including direct loss, economic loss, or loss of profits, property damage, psychological trauma, death or personal injury (including illness), consequential or special damage, loss of use and loss of revenue;
- (b) liability of any kind whatsoever, compensation, costs, charges, expenses, claims or other obligation, including:
  - i. the cost of defending or settling a claim; and
  - ii. legal fees on a solicitor-client basis; and

which occurs whether it arises:

- (a) under contract, tort (including negligence), indemnity or otherwise; and
- (b) directly or indirectly.

“Operator” means Western Australian Sports Centre Trust trading as VenuesWest and its authorised, officers, agents, employees and contractors.

“Patron” means any person attending or entering the Venue for or in connection with an Event.

“State” means the State of Western Australia.

“Ticket” means any ticket, pass, credential, or other document for access to the Venue for any Event whether paid or complimentary.

“Venue” means Perth Motorplex, Anketell Road Kwinana, Western Australia.

#### Liability

In consideration of being able to attend or participate in the Event (and as a condition of the purchase or issue of any ticket or entry to the Venue), the Patron agrees as follows:

1. **(RELEASE)** The Patron agrees, to the extent permitted by law, to release the Operator and the State and controlling bodies (means Australian National Drag Racing Association Limited ACN 149 309 151 and/or National Association Of Speedway Racing Incorporated ABN 11 373 518 738), promoters and sponsor organisations of the sport and of the Event, land owners and lessees of the Venue and organisers of the Event and race teams, competitors, and their respective employees, officials, representatives and agents (collectively, the "**Associated Entities**") from any and all Loss which the Patron may suffer or incur whether directly or indirectly from:
  - (a) the Patron's participation in or attendance at the Event;
  - (b) the Patron's use of the Venue, including any loss of, damage to or theft of the Patron's property; and
  - (c) any act or omission on the part of the Operator or any of the Associated Entities.
2. **(NO WARRANTY)** The Patron acknowledges that, to the extent permitted by law, the Operator and the Associated Entities do not make any warranty, implied or express, that any services for the Event or the Venue will be provided with due care and skill or that any materials provided in connection with the Event will be fit for the purpose for which they are supplied.

3. **(OWN RISK)** The Patron agrees to attend or participate in the Event and use the Venue at the Patron's own risk. The Patron acknowledges and accepts that motor sport is dangerous and that accidents causing harm may occur.
4. **(WARNING - RISKS OF EVENT)** The Patron acknowledges that the Operator and the Associated Entities warn the Patron that there are risks associated with attending or participating in the Event and using the Venue including the risk that the Patron may suffer harm, including psychological trauma, personal injury (including illness), death or damage to property, as a result of:
  - (a) motor vehicles (or parts of them) colliding with other motor vehicles, persons or property;
  - (b) debris hitting persons or property;
  - (c) acts of violence and other harmful acts (whether intentional or inadvertent) committed by persons attending or participating in the Event; and
  - (d) the unsuitability or failure of facilities, including safety barriers and fencing, at the Venue to prevent harm.

NOTE: The Patron is being supplied with a *recreational service* (as that term is defined in the *Competition and Consumer Act 2010* (Cth) and the *Consumer Law (WA)*) and the Event is a *recreational activity* and may be a *dangerous recreational activity* (as those terms are defined in the *Civil Liability Act 2002* (WA)). Those laws may impact the legal rights the Patron might otherwise have in relation to the Event.

### Conditions of Entry to the Venue

Each Patron acknowledges and accepts the following as conditions of entry to the Venue:

1. The Operator, with reasonable cause, may refuse entry to or remove any Patron from the Event. Reasonable cause includes, without limitation, a failure to comply with any of these conditions of entry.
2. 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 together with a valid Ticket clipped for that day to regain entry.
3. 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.
4. Patrons must not, without the prior written consent of the Operator, bring any of the following items into the Event or Venue:
  - (a) any alcohol or illicit drugs;
  - (b) any glass bottles or containers or other glass objects (excluding sunglasses, binoculars and prescription glasses);
  - (c) any beverage container (including plastic bottles or cans) with the manufacturer's seal broken;
  - (d) 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);
  - (e) any structures or items such as sunshades, awnings, tents or other structures;
  - (f) weapons of any kind 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;
  - (h) any vehicle or transportation devices, including, without limitation, any motorcar, motorcycle, bicycle, scooter, skateboard, roller skates or roller blades, other than mobility scooters for approved disabled persons;
  - (i) any animal (other than a disability assistance animal);
  - (j) any 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 the Operator, or other persons authorised by the Operator in connection with the Event;

- (k) any fireworks, flares or distress signals;
  - (l) any item that the Patron intends (or such quantities of the item from which the Operator can reasonably infer that the Patron intends) to distribute, hawk, sell, offer or expose for sale;
  - (m) any dangerous goods (as defined under Western Australian law);
  - (n) 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;
  - (o) any photographic, video or audio recording equipment the Operator deems to be of a commercial nature and unacceptable for the purposes of Condition 6 below, which may include (without limitation) video and digital cameras, audio recorders, camera tripods, monopods, camera stands or lenses with a total focal strength of greater than 300mm and digital video equipment.
5. Patrons must not at the Venue:
- (a) damage 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 building without the written consent of the Operator;
  - (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 cordon without the prior written consent of the Operator;
  - (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 the Operator;
  - (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 the Operator;
  - (f) misuse, deface, damage, remove from the Venue or tamper with or attempt to misuse, deface, damage, remove from the Venue or tamper with any building, seat, chair, table, structure, vehicle, craft, truck, pipe, 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, roadway, underpass, bridge, passage, entry or exit at the Venue;
  - (h) deposit litter, except in a receptacle provided for that purpose;
  - (i) throw or attempt to throw any stone, bottle or other projectile;
  - (j) block the view of any Patron with an umbrella, sunshade or other device;
  - (k) 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;
  - (l) use indecent or obscene language or threatening or insulting words or otherwise behave in a threatening, abusive, riotous, indecent or insulting manner;
  - (m) urinate or defecate otherwise than in a building or structure specifically provided for that purpose;
  - (n) operate or use a loud hailer, public address system or other broadcast device;
  - (o) conduct public surveys or opinion polls, solicit money, donations or subscriptions from members of the public, without the written consent of the Operator;
  - (p) conduct entertainment without a licence from the Operator;
  - (q) smoke in a designated no smoking area;
  - (r) remove alcoholic beverages from the Venue;
  - (s) use any photographic, video or audio recording equipment the Operator deems unacceptable for the purposes of Condition 6 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; or
  - (t) use photographic, video or audio recording equipment in areas where such use is prohibited or as otherwise directed by the Operator or its agents.
6. Without limiting any action available to the Operator, it is a condition of entry to the Event that:
- (a) Patrons acknowledge that any film or other form of photograph, moving picture, still pictures or any sound recording of the Event or of any Patron at the Event ("Footage") is approved for personal use only and the Patron must not use such items for any commercial purposes or in any internet or public or media broadcast;
  - (b) a person cannot make or reproduce or use any Footage 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 the Operator;

- (c) if a person makes or reproduces or uses such Footage of the Event or any part of it with or without the consent of the Operator, that person must on request by the Operator assign, in writing, all copyright, all intellectual property and any derived remuneration from the Footage to either the Operator or their assignees as directed by the Operator.
7. Any person who does not comply with these Conditions may be removed from the Event or the Venue and their Ticket and any object brought into the Event in contravention of these Conditions may be confiscated by the Operator or its agents. Any Patron who has been removed from the Venue is prohibited from re-entering the Event or Venue for a minimum period of 24 hours or as decided by the Operator.
8. The Operator may, at any time, inspect any vehicle, bag, basket or other receptacle or require a Patron to turn out their pockets. A Patron may be asked to undergo a search, pat down and/or metal detector search when entering the Venue or in order to remain at the Venue, and if a Patron refuses, the Operator may at its discretion prohibit the Patron from entering the Venue or remove the Patron from the Venue.
9. The Operator at any time may revoke any consent given by the Operator.
10. Patrons must comply with all directions of the Operator or its agents.
11. No representation is made to Patrons holding Tickets that there is space available on viewing areas.
12. Concession Patrons must show approved identification to the Ticket seller and at the entrance to the Venue and the Event.
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 or other reasons as determined by the Operator.
14. Patrons acknowledge that the Operator and authorised third parties may make or record film or other forms of moving picture, still picture or any of them, including (without limitation) of the Event and Patrons). Unless otherwise agreed with the Operator, each Patron hereby grants permission to the Operator to use photographs, film, tape, or other images or likenesses of the Patron or the Patron's voice in any media (including publication within or outside Western Australia) and for any purpose without identification, compensation or payment of any kind.
15. Patrons acknowledge that CCTV cameras may record activities in the Venue, recordings from which may be used for any purpose as determined by the Operator.
16. The Operator may collect personal information about Patrons (including, without limitation, the name, address, phone number, image or likeness of Patrons) which is necessary for it to operate the Event including (without limitation) 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 subsequent and related or similar Events. Patrons consent to the use and disclosure of their personal information by the Operator to research, marketing and promotional organisations for the above purposes. If Patrons do not wish the Operator to use or disclose their personal information for these purposes or wish to gain access to their personal information held by the Operator (if any), Patrons should contact the Operator at PO Box 241 Kwinana 6966, Western Australia.
17. Nothing in these conditions of entry excludes or derogates from terms implied by law, which cannot be excluded.