

# the birdcage & members' reserved car parks terms & conditions

**An easy to download version of these terms and conditions is available on the car parks section of the VRC website [www.vrc.net.au](http://www.vrc.net.au)**

## General

**1.** Entry by any person to a Reserved Car Park is subject to these terms and conditions. By entering a Reserved Car Park, you are deemed to have accepted and understood as binding on you these terms and conditions and any accompanying risks, obligations and responsibilities. It is your responsibility to read and inform yourself of these terms and conditions. Separate terms and conditions apply in relation to the Public Car Parks and the Course itself, including the Course Conditions, which are to be read subject to these conditions. Clients must ensure that each of their guests is familiar and complies with these terms and conditions. Clients agree and acknowledge that they are responsible for any non-compliance by their guests with these terms and conditions, and for any of their guests' acts or omissions while present at a Car Park or the Course.

**2.** Upon receipt by a Client of a booking confirmation from Victoria Racing Club Limited ACN 119 214 078 (VRC) in relation to a Facility, these terms and conditions will also constitute a binding agreement between the Client and VRC.

**3.** Unless you hold a ticket or pass allowing entry to a Reserved Car Park, you must not enter or remain in (or allow your vehicle to remain in) a Reserved Car Park. If you hold a ticket or pass for a particular Reserved Car Park, you must only enter the Reserved Car Park indicated on your ticket or pass.

**4.** If you bring children into a Reserved Car Park, you are responsible for the care, conduct and supervision of those children at all times, and will be liable for their acts or omissions committed in any Car Park or the Course.

**5.** You must not, without the express authorisation of VRC, enter the racetrack itself or stalls or any area where the movement of horses occurs, or any area of the Course or Car Parks where persons generally, including ticket holders, are prohibited to enter (as indicated by fencing, cordons, locked doors, signage or otherwise). If you do enter a prohibited area, you (and the Client, if you are not the Client) may be (without limitation) expelled from the Reserved Car Park, expelled from the relevant area or the Course, banned from entering Car Parks and the Course in the future or subject to legal action.

**6.** You acknowledge that, in any Reserved Car Park, there is a possibility of an accident causing injury, death or property damage or loss, and that entry to a Reserved Car Park is at your own risk. The risks associated with entry to a Reserved Car Park include (but are not limited to) the risk of suffering injury or harm as a result of:

- (a) vehicles being stolen, or items within vehicles being stolen;
- (b) collisions between vehicles, between vehicles and people or between vehicles and structures;
- (c) temporary structures (such as umbrellas and gazebos), parts thereof or other debris being dislodged by the wind and coming into contact with persons, vehicles or structures;
- (d) incidents involving the movement of horses (such as horses jumping or breaching fences, railings or barriers, breaking free – whether being led or ridden or in their stalls – and coming into contact with persons, vehicles or structures); or
- (e) acts of violence or other harmful acts (whether intentional or inadvertent) committed by persons (including those who are intoxicated) in a Car Park or the Course.

**7.** If you breach these conditions, or VRC (with reasonable cause) so directs, you (and the Client, if you are not the Client) may without limitation:

- (a) be required to leave a Car Park or the Course;
- (b) have your or the Client's car towed (at your expense);
- (c) be refused entry to the Reserved Car Park;
- (d) be refused entry to the Course;
- (e) have any ticket or pass confiscated or cancelled without refund;

(f) be reported to an appropriate law enforcement body;

(g) where you are a Member, have your Membership suspended or cancelled; or

(h) where you are a Client, have any Pedestrian Passes issued to you cancelled.

**8.** You must comply with any directions given to you by VRC or persons authorised by VRC. VRC or a person authorised by VRC may, at any time, inspect any vehicle, bag, basket or other receptacle or require you to turn out your pockets.

**9.** If you become aware of any incidents, matters or circumstances in contravention of these conditions, or if you have any issues that you wish to bring to VRC's attention, you may call the VRC Help Desk on (03) 9371 7194. You should do this as soon as possible to assist VRC to provide a helpful response.

**10.** Any part of these conditions which contravenes the law of the relevant jurisdiction will not be enforceable, but such conditions (or parts thereof) are severable and do not invalidate the remaining conditions.

## Allocations, Bookings and Payment

**11.** Allocation of Car and Super Site Facilities will be conducted by random computer allocation at the completion of the 4-week application period. The Hedges, Chalets and Members' Pavilion will be allocated in order of receipt of full payment.

**12.** Facilities are allocated subject to availability.

**13.** Dates, Facilities, fees and conditions are correct at time of printing and are subject to change without notice. VRC may at any time, by written notice to you (or verbally during, or within 24 hours prior to, the Event should circumstances require relocation at that time), relocate a Facility or move the Client and all persons sharing the Client's Facility to:

- (a) another Facility or location at the Course; or
- (b) a facility or other location at another venue within Melbourne to which an Event has been relocated.

In the event that a relocation under this clause 13 occurs due to an event or act beyond the control of VRC (such as weather), clause 13 will apply. VRC will use all reasonable endeavours to ensure that the new facility or location is equivalent or similar to that originally booked by the Client. To the extent that no facility can be made available, VRC may cancel the booking, in which case the Client will be entitled to a refund consistent with clause 68, whether the relocation applies merely to the Facility or to the whole Event.

13A. Except as expressly provided under these conditions or the Course Conditions, under no circumstances will VRC be liable to the Client, or to any person sharing the Client's Facility, if VRC is unable to perform its obligations to the Client due to any event or act beyond the control of VRC.

**14.** All bookings for Facilities must be accompanied by full payment in the form of a cheque made payable to "Victoria Racing Club Limited" or "VRC", or by completion of the credit card details for direct debit outlined on the booking form. Bookings will not be processed until full payment is received by VRC and all funds have cleared.

**15.** Refunds for cheque payments of unsuccessful applications (or part thereof) may take up to 14 days to be processed.

**16.** After successful allocation of a Facility to a Client, refunds will only be issued in accordance with paragraphs 68 and 70 below.

**17.** For all credit card payments received over the value of \$10,000, the following charges will apply: Diners - 2.0% of transaction value inclusive of GST; VISA/MasterCard/AMEX - 1.5% of transaction value inclusive of GST.

## Pedestrian Passes

**18.** Pedestrian Passes will be issued to Clients at a time advised by VRC (anticipated to be at or around the start of October).

**19.** No additional passes will be provided for Car, Super, The Hedges or Chalets or the Members' Pavilion.

**20.** No Pedestrian Passes will be issued until payment is received in full by VRC in relation to the relevant Facility.

## Signage

**21.** Other than as provided in paragraph 22, signage in the Reserved Car Parks is limited to the use of umbrellas

approved by VRC, which may provide or withhold such approval in its absolute discretion. Without limiting this discretion, any use of multiple umbrellas with similar branding is unlikely to be permitted. The use of flags is limited to VRC sponsors only. No other signage is permitted. Prohibited signage includes banners, posters and any other promotional material.

**22.** Signage in The Chalets and The Hedges is limited to the signage provided by VRC and no further signage or promotional material will be allowed. If any other signage is erected, it will be removed immediately. Any costs incurred by VRC or a third party in connection with the removal of signage will be at the cost of the Client.

## Reserved Car Park Conduct and Prohibited Items

**23.** For the comfort and safety of persons present in a Reserved Car Park, you are not permitted to bring into a Reserved Car Park (or have in your possession in a Reserved Car Park) any of the following without the written consent of VRC:

- (a) 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 persons at the Course or the Car Parks, damages property, or interferes with the comfort of persons at the Course or the Car Parks or with their enjoyment of any Event;

(b) any object that could be used to distract, hinder or interfere with any animal or person taking part in an Event, or disrupt, interrupt, or behave in a manner that may disrupt or interrupt, any Event, whether intentionally or otherwise including (without limitation) a laser pointer device (or a device incorporating a laser pointer);

(c) any animals (other than, if the person is blind, deaf or otherwise suffering a disability, a guide dog);

(d) any flags larger than 1 metre x 1 metre or with handles longer than 1 metre or any banner;

(e) any whistle, loud hailer, public address system, television, electronic or other broadcast device or any other device which may interfere with electronic or radio communications or broadcasting signals or equipment used by VRC or other persons authorised by VRC in connection with an Event;

(f) any fireworks, flares or distress signals;

(g) any item that you intend (or such quantities of the item from which VRC can reasonably infer that you intend) to distribute, hawk, sell, offer or expose for sale;

(h) any dangerous goods (as that term is defined in section 3(1) of the Dangerous Goods Act 1985 (Vic));

(i) any object, device or substance that may be used to deface or damage any part of the Course including (without limitation) any spray paint or permanent markers;

(j) any hay bales or torn up or shredded paper, confetti, rice, streamers or similar items;

(k) any barrel or keg of any size, or any container capable of holding more than 4 litres of liquid;

(l) any generator, refrigerated van, heater or other appliance that has not been approved in writing by VRC;

(m) any unregistered road vehicle (including a scooter) and any skateboard, roller skates or roller blades (or similar items); or

(n) any item (including without limitation any article of clothing, poster or sign) bearing any image, slogan or text which is indecent, discriminatory, obscene, insulting or threatening or which may be offensive to other persons present at the Course (as determined by VRC in its sole discretion).

Any consent given by VRC may be revoked by VRC. If such consent is withdrawn, you must immediately dispose of the offending article or leave the Reserved Car Parks with it via the nearest exit (other than by entering the Course), taking your vehicle with you.

**24.** You must not, while at a Reserved Car Park:

- (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;

(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, vehicle, structure, fence, tree or cordon;

(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;

(e) distribute, hawk, sell, offer or expose for sale any goods or services or solicit or collect subscriptions, donations, money or orders from persons present at the Car Parks or the Course;

(f) misuse, deface, damage, remove from a Reserved Car Park or tamper with or attempt to misuse, deface, damage, remove from a Reserved Car Park 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 a Reserved Car Park;

(g) block any thoroughfare including, without limitation, any road, 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 or attempt to throw any stone, bottle or other projectile;

(j) disrupt, interrupt or behave in any manner that may disrupt or interrupt any Event, distract, hinder or interfere with a participant in an Event or interfere with the comfort of other persons at the Reserved Car Parks or the Course;

(k) use offensive, indecent or obscene language or threatening or insulting words or otherwise behave in an offensive, threatening, abusive, riotous, indecent or insulting manner;

(l) urinate or defecate, except in a receptacle specifically provided for that purpose by VRC;

(m) interfere with, obstruct or hinder VRC, or persons authorised by VRC, in the exercise of their powers, functions or duties;

(n) operate or use a loud hailer, public address system or other broadcast device;

(o) conduct public surveys or opinion polls;

(p) conduct entertainment;

(q) smoke in a designated no smoking area; or

(r) act in a manner that may startle, 'spook', distract, interfere with or cause harm to any horse present at the Course, or to any person in proximity to any horse present at the Course.

**25.** VRC or persons authorised by VRC may, in their sole discretion, prevent you from entering a Reserved Car Park, evict you from the Reserved Car Park or have your car towed, if VRC or persons authorised by VRC reasonably believe that you are under the influence of alcohol or drugs. You agree that this paragraph 25 does not obligate VRC to undertake any monitoring or compliance methods to ensure that persons present at the Reserved Car Parks are not intoxicated, and VRC will not be responsible for the conduct of intoxicated persons who are present at the Reserved Car Parks, or persons who became intoxicated at the Reserved Car Parks, including any damage or injury caused by such persons. This paragraph 25 does not seek to exclude any legal responsibilities that VRC or persons authorised by VRC may have in relation to the responsible service of alcohol at the Course.

**26.** You agree not to hold yourself out or otherwise promote yourself (except to identify yourself as a Member) or any good or service as being associated with the Car Parks, the Course, VRC or any Event conducted by VRC.

## Use of Facility

**27.** If an area becomes unusable because of weather or other reasons, VRC will advise the Client of alternative arrangements. Alternative Car, Super, Hedges, Chalets or the Members' Pavilion Facilities cannot be guaranteed. Facilities or other tickets are only refundable in accordance with paragraphs 68 and 70 below.

**28.** VRC, its caterers and other accredited parties accept no responsibility for any equipment or property left by you in the Reserved Car Parks.

**29.** A Client may only transfer a Reserved Car Park pass to another Member.

**30.** On your Car Site Facility, subject to any VRC direction otherwise, you will be entitled to:

(a) park a vehicle that complies with the vehicle guidelines in clause 34; and

(b) erect an umbrella (other than a personal rain umbrella), which must be anchored securely to the ground and must not feature any logo or other branding, except for that normally used by the manufacturer. You may be directed at any time by VRC to immediately take down your umbrella and you must comply with such a direction. This direction can be made by VRC, its representatives or its appointed agents. Such direction may be given by any one or more of a number of means including face to face, audio announcements or visual announcements; and

(c) erect an annex structure in accordance with clause 32.

**31.** Car Site Facilities are for traditional 'boot' car parties. All roadways and paths between parking bays are to be kept clear at all times.

**32.** Where you erect an annex structure on your Car Site Facility, it must be anchored securely to the ground and comply strictly with the following guidelines:

(a) The structure MUST be no larger than

3m x 3m with a roof no higher than 2.5m.

(b) The structure must have no sides or flooring.

(c) There can only be a maximum of one (1) structure per site. Structures will not be permitted on a Super Site Facility in the Domain or the Nursery.

(d) The structure must not feature any logo or other branding, except for that normally used by the manufacturer. Any person who attempts to erect any structure outside of these guidelines will be required to dismantle it immediately. All structures that are erected will be governed by all regulations and legislation pertaining to temporary structures. You may be directed at any time by VRC to immediately take down your structure and you must comply with such a direction. This direction can be made by VRC, its representatives or its appointed agents. Such direction may be given by any one or more of a number of means including face to face, audio announcements or visual announcements.

**33.** No fencing or boundaries above the height of 1.5 metres may be formed on or around a Car Site Facility.

**34.** The maximum dimensions of a vehicle that can be parked in a Car Site Facility are: length – 5.5m, width – 2.8m and height – 2.2m. No trailers will be permitted.

**35.** No cars are to be parked on Super Site Facilities at any stage during the Melbourne Cup Carnival.

**36.** Clients are responsible for the conduct of guests who enter their Facility during the Melbourne Cup Carnival. Car, Super, Hedges or Chalet Site holders are permitted to use their Facility only on the advertised racedays.

**37.** VRC and its approved caterers accept no responsibility for security of goods in the Reserved Car Parks.

**38.** Vehicle access into the Members' Reserved Car Parks will be permitted until 10am. The Reserved Car Parks close at 7pm on each day of the Melbourne Cup Carnival, but patron entry will be refused from 6pm. Vehicle access to the Reserved Car Parks for the purpose of removing your property will be permitted from 8pm or such other time or day as VRC may advise.

**39.** You accept that noise must be kept to a level that does not disturb adjacent Site occupants or to a level that VRC deems acceptable. Noise that is deemed by VRC to be unacceptable must cease immediately. In particular, music in the Car Parks is restricted to the use of a vehicle's fitted radio or stereo. Any other form of amplified music device (such as a portable stereo system) is prohibited, together with any form of in-car stereo that is not deemed by VRC as appropriate. Music is therefore not permitted in Super Site facilities.

Music in the Car Parks can only be played in between races and must be kept to an acceptable level as determined by VRC.

If VRC asks you to turn down or cease playing music, you must immediately comply with this request, failing which you may be required to leave the Course.

**40.** No flooring can be placed in a Car or Super Site Facility.

**41.** The use of generators in The Domain, The Nursery and The Rails Car Parks is prohibited.

**42.** Catering for Super Site Facilities is self-catered hamper-style only. No cooking equipment or food/beverage service facilities are permitted in a Facility, without prior written consent from VRC.

**43.** If you obtain VRC's approval to bring cooking equipment to the Reserved Car Parks, such equipment and its use must comply with all relevant laws and safety regulations.

**44.** If you wish to bring your BBQ, you can do so subject to the following conditions:

(a) All equipment must be in safe working order, with a gas bottle no older than 10 years.

(b) You agree to have your equipment inspected by VRC fire warden(s).

(c) If the BBQ is not regarded as safe and meeting all regulations pertaining to the safe operation of such equipment, VRC may confiscate the BBQ for the entire day.

(d) In the unlikely occurrence that a total fire ban is invoked or as directed by VRC, you must not use any BBQ.

(e) The BBQ must be gas powered only, without limiting VRC's discretion to withhold approval at any appliance, no charcoal BBQ's, spit cookers or similar items will be permitted.

#### Catering

**45.** VRC and its accredited caterers follow guidelines for Responsible Serving of Alcohol. Alcoholic beverages are not to be served to anyone under the age of 18 years, or to anyone in a state of intoxication.

**46.** Should a Client not pay any amount due to VRC-accredited caterers, the matter will be referred to the VRC for consideration of disciplinary action under VRC By-Laws, which may include suspension of the privileges of Membership of VRC.

**47.** Should a Client or their invited guests breach (or put the relevant liquor license in breach of) any liquor licensing laws or aid or abet the breach of such laws, the Client may be referred to VRC for disciplinary action.

**48.** Car Site Facility Clients may bring their own food, beverages and furniture. However, only VRC-accredited caterers are permitted to deliver to Car Parks or the Course. Other caterers will not be permitted access to deliver to Car Parks or the Course.

**49.** Car Site passes are not transferable to caterers or other businesses. Any caterer or other business found in a Car Park or at the Course without VRC accreditation will be refused access or ejected.

#### Hiring

**50.** Super Site Facility Clients accept that they must use VRC's appointed hirer for all equipment hire.

**51.** If a Car Site Facility Client wishes an equipment hire company to enter the Course or any Car Park, that company must be on the panel of VRC-accredited hirers. Other hirers are not permitted to Car Parks or the Course.

#### Onselling, Facility Managers

**52.** Clients are not permitted to sell, sublet or otherwise part with, or grant an interest in, any part of their Facility, including any Pedestrian Passes. Any Client who is discovered attempting to do so may have their Facility cancelled (along with any applicable Pedestrian Passes) and will be referred to VRC's disciplinary committee.

**53.** Any form of unauthorised advertising or promotion of a Facility is deemed to be onselling.

**54.** Clients can engage a person or organisation to manage their Facility, but under no circumstances can this person or organisation act as a selling agent (for tickets to a Facility). In the event of this occurring, the Client is deemed to be onselling and will be referred to VRC for disciplinary action. Any Facility manager intending to operate within the Course must first be accredited by VRC, who may provide or withhold such accreditation in its absolute discretion and will only consider accreditation where the Client has agreed to obtain its food, beverage and equipment requirements from providers accredited

by VRC to work within the relevant Car Park.

**55.** Clients are entitled to share the cost of entertainment with their guests. However, if the Client is operating their Facility to earn a profit, they are deemed to be onselling and will be referred to VRC for disciplinary action.

#### Reserved Car Park Ticketing

**56.** Only official VRC Pedestrian Passes and Members' Enclosure tickets or passes will be accepted for entry into any of the Facilities. VRC will not accept photocopies, and may refuse to accept tickets that have been defaced or otherwise damaged.

**57.** Guests of Clients (Pedestrian Pass holders) are restricted to public areas of the Course and the designated area in which their Client's Facility is located.

**58.** Clients must ensure that guests scan their tickets or passes correctly at all times. Failure to do so may result in entry being refused. No person will be admitted to any area of the Reserved Car Parks without the correct ticket or pass.

#### Lost or Stolen Tickets

**59.** Replacement Pedestrian Passes will be issued at a charge of \$15 per ticket.

**60.** Only written requests with the exact ticket numbers, together with credit card details for payment, will be accepted.

**61.** Members must make arrangements to collect replacement tickets from the VRC Membership Office prior to race day.

**62.** VRC will not accept responsibility for tickets lost or misplaced by Australia Post (or any other third party). However, VRC will endeavour to replace these tickets if given sufficient notice.

#### Approved Contractors

**63.** Clients taking up a Facility may hire equipment from the following panel of VRC-accredited hirers:

(a) Harry The Hirer Contact: Gemma Sutcliffe Ph: (03) 9429 6666

(b) Mr Party Hire Contact: Andrea King/ Dave King/Tim Collopy Ph: (03) 9569 4699

(c) Harts Party Hire Contact: Shaun Talmadge Ph: (03) 9530 9900.

#### Liability and Indemnity

**64.** You agree and acknowledge that, to the extent permitted by law, VRC will not be liable for any loss or damage suffered by you, persons under your supervision (including children) or any other person present at a Car Park or the Course, or caused by any acts or omissions of VRC or employees, agents or contractors of VRC, or any other persons present at a Car Park or the Course. Nothing in this paragraph 64 or these conditions affects any liability that VRC may have for any:

(a) breach by VRC of any express term of these conditions;

(b) breach by VRC of any term implied into these conditions under the general law; or

(c) tort committed by VRC.

Any liability of VRC to you under these conditions or otherwise will not extend to loss of chance, profits, revenue, income, dividends or winnings or indirect or consequential loss.

**65.** You indemnify VRC against liability for or in respect of any claims, demands, actions, suits or proceedings, costs, expenses, loss, damage, personal injury or death of any person arising out of or in connection with any of your, or your guests', children's, employees', contractors' or agents', acts or omissions while at a Car Park or the Course.

**66.** Nothing in these conditions affects the rights of any person under the Trade Practices Act 1974 (Cth), the Fair Trading Act 1999 (Vic) or similar legislation regarding implied conditions or warranties.

#### Cancellations and Refunds

**67.** Pedestrian passes are not refundable under any circumstances unless an Event is cancelled or postponed, in which case clauses 10 and 11 of the Course Conditions apply.

**68.** Clauses 10 and 11 of the Course Conditions do not apply to refunds or exchanges in relation to Facilities. Rights to refunds or exchanges in relation to Facilities are dealt with exclusively as follows:

(a) Where monetary consideration has not been paid for a Facility by a Client, no exchange, refund or other costs will be paid or payable.

(b) If all horse racing Events scheduled for a particular day at the Course for which the Client has made Facility Payments are cancelled prior to the advertised time for the opening of gates for admission to the Course and paragraph 68(d) below does not apply, VRC will, subject to paragraph 68(c), refund to the Client the Facility Payments (less part or all of the Withheld Costs as reasonably determined by VRC in all the relevant circumstances).

(c) If the Client has purchased a package at a Facility, and made Facility Payments for that package, which cover more than one day of Events, and if the cancellation, postponement or relocation referred to in paragraphs 68(b), (d), (e) or (f) applies to one or more of the dates the subject of that package but not all of them, VRC will refund to the Client a proportion of the Facility Payments (less part or all of the Withheld Costs relating to the day or days so cancelled, postponed or relocated as reasonably determined by VRC in all the relevant circumstances), such proportion to be reasonably determined by VRC having regard, amongst other things, to which day or days are so cancelled, postponed or relocated, which Events are rescheduled for other dates already scheduled for Events and (where the cancellation referred to in paragraph 68(f) applies) the matters to which paragraph 68(f) refers.

(d) If all Events scheduled for a particular day at the Course for which the Client has made Facility Payments and in any Car Park to which the Client has access, are not held on that day but some or all are postponed to a later date on which VRC makes the relevant (or a comparable) Facility available (the Postponed Date), not being a date already scheduled for Events, VRC will either (at the Client's election):

(i) subject to paragraph 68(c), refund to the Client the Facility Payments (less part or all of the Withheld Costs as reasonably determined by VRC in all the relevant circumstances); or

(ii) provide to that Client the relevant (or a comparable) Facility for the Postponed Date (if available).

(e) Where there is a relocation of Events and VRC does not provide an equivalent or similar facility to the Client's Facility at the alternative venue, then the Facility Payments will not entitle the Client or anyone else to attend the relocated Events, and VRC (subject to paragraph 68(c)) will refund to the Client the Facility Payments (less part or all of the Withheld Costs as reasonably determined by VRC in all the relevant circumstances).

(f) If some Events scheduled for a particular day at the Course and/or Car Park are held but, prior to the running of the Feature Race:

(i) all remaining Events for that day are cancelled for any reason, whether for safety reasons or otherwise, and

(ii) as a result the holders of tickets to the Client's Facility are required by the VRC or other officials to promptly leave the Course and Car Park and are not entitled to return to the Course or Car Park on that day, then subject to paragraph 68(c), VRC will refund the Client a proportion of the Facility Payments made in respect of those tickets (less part or all of the Withheld Costs as reasonably determined by VRC in all the relevant circumstances), such proportion to be reasonably determined by VRC having regard, amongst other things, to the number of horse racing Events scheduled to be run at the Course on that day which were not run due to cancellation and the services which were to be made available at the Facility on that day which were not made available due to the evacuation of the Course.

**69.** Refunds and exchanges are not otherwise available, including:

(a) if there is a relocation (within Melbourne) of Events to which paragraph 68(e) does not apply, a change as to which participants are in an Event or in the format of or any other element of any Event or as to which Events take place on a particular day or in the schedule of Events for that day, or the arrangement of substitute Events; or

(b) if the Client's, or any guests', circumstances change, or they change their minds.

**70.** If the Client is entitled to a refund under paragraph 68, in order to obtain the refund the Client must write to the Customer Service Manager, VRC at 448 Epsom Road, Flemington, Victoria, 3031, providing adequate proof of purchase of the Facility and of payment of the Facility Payments, such materials to be received by VRC's Customer Service Manager within 30 days after the date of the Events for which such refund is sought. If the Client is entitled to the relevant or a comparable Facility for a Postponed Date (if available) under paragraph 68(d), any such requests must be made promptly by the Client to the Customer Service Manager having regard to the date of the Postponed Date. Delays in such a request may affect the availability of any Facility for the Postponed Date.

**71.** Clients are reminded that they are responsible for the behaviour of their guests. If a Client or Client's guest is in breach of any of these conditions, the Client may be referred to VRC for consideration of disciplinary action under VRC By-Laws, which may include suspension or cancellation of the privileges of Membership of VRC. In the event of serious, continued, repeated or multiple breaches, the Client and all of the Client's guests (regardless of the individual or individuals responsible) may also be required by VRC to leave the Course immediately without any entitlement to refund or compensation.

#### Images, recordings and broadcasts

**72.** You must not bring into or use within the Car Parks or the Course any photographic or video equipment that VRC, in its absolute discretion, deems unacceptable for the purposes of paragraphs 73 and 74 below, which may include (without limitation) camera tripods, monopods, lenses with a maximum focal length equal to or greater than the equivalent of 200mm in the 35mm format, digital cameras with a resolution equal to or greater than 10 mega-pixels or professional digital video equipment.

**73.** You must not take or make any video recordings, films, still pictures, photographs or any other images within a Car Park or the Course, nor use, publish or distribute any images, for profit, gain, public advertisement, display or for any other purpose except for the private enjoyment of the person taking or making the images. On request by VRC, you must assign to VRC in writing on a royalty-free basis all intellectual property in the images and irrevocably consent to VRC (and any other person authorised by VRC) doing anything which, but for the consent, would or might infringe moral rights in the images.

**74.** You must not, while present at a Car Park or the Course, make or distribute any broadcasts, telecasts, commentary, interviews, news reports or statistics (by any means in any format or media including any such commentary made by mobile phone or other wireless communications device) pertaining to an Event.

#### Privacy

**75.** You acknowledge that VRC and third parties authorised by VRC may make or record film, photographs or other forms of moving picture, still picture or any of them of an Event (including, without limitation, of persons viewing an Event). Unless you otherwise reach an agreement with VRC, you hereby grant to VRC, and to third parties authorised by VRC, permission to use photographs, film, tape, or other images or likenesses of you, in any media (including publication within and outside Victoria, Australia) and for any purpose (including promotional purposes) without identification or compensation or payment of any kind. You may contact VRC in order to reach such an agreement.

**76.** Your personal information may also be collected for the purposes of:

(a) administering a Facility booking, allocating tickets or otherwise providing you with goods and services at a Car Park or the Course;

(b) responding to your queries or complaints;

(c) resolving disputes;

(d) investigating incidents; or

(e) ensuring the safety of anyone at the Car Parks or Course, or otherwise as legislation may permit or require.

**77.** VRC may disclose the personal information held by VRC to contractors and service providers engaged by VRC for the purposes described above, and also to conduct marketing activities on behalf of VRC.

**78.** You have certain rights to access your personal information held by VRC and can request access by contacting VRC's Privacy Officer at 448 Epsom Rd, Flemington, VIC 3031.

**79.** The Client may access the VRC's Privacy Policy, together with a copy of these conditions (and other conditions pertaining to the Car Parks and the Course) at [www.vrc.net.au](http://www.vrc.net.au)

#### Racing Rewards

**80.** 'Racing Rewards' Members are reminded that, in order to accrue reward points, they must scan their Membership Card through the electronic turnstiles.

#### Definitions

**81.** In these terms and conditions, the following expressions each have the meaning ascribed to them:

**Car Park** means a Public Car Park or Reserved Car Park.

**Car Site Facility** means a car site in either The Nursery or The Rails.

**Client** means the Member listed on the booking form as booking a Facility.

**Course** means the Flemington racecourse excluding the surrounding grounds and the Car Parks.

**Course Conditions** means the Conditions of Ticketing and Entry to Flemington Racecourse posted at entrances to the Course, available on VRC's website at [www.vrc.net.au](http://www.vrc.net.au) or available from VRC on request.

**Event** means any particular race day, horse race or other sporting or entertainment activity conducted at the Course by, or under authorisation from, the VRC.

**Facility** means a Car Site Facility, a Super Site Facility, a Hedges or Chalet Site or Members' Pavilion in The Birdcage Enclosure as such facilities are offered and described by VRC and includes any such facility that may be renamed or replaced by VRC or any other facility offered by reference to these terms and conditions.

**Facility Payments** means, in relation to a Facility for a day, payments by the Client to VRC in relation to that Facility for that day, excluding credit card fees.

**Feature Race on a day** means the horse racing Event which has the most prize money on that day.

Melbourne Cup Carnival refers collectively to Events held by VRC during the 8-day period known as Melbourne Cup Carnival and incorporating the race days known as Derby Day, Melbourne Cup Day, Oaks Day and Stakes Day, and includes any such Event as rescheduled.

**Member** means a full, life or provisional financial Member of VRC.

**Pedestrian Pass** means a pass for a single person (and not a vehicle) to enter a particular Reserved Car Park.

**Public Car Parks** means the car parks and grounds surrounding the Course and controlled by VRC, other than Reserved Car Parks.

**Reserved Car Parks** means the Nursery, Domain and Rails Members' car parks and the Birdcage Enclosure.

**Super Site Facility** means a Site in The Domain or The Nursery measuring 11 x 3 metres or as otherwise designated by VRC.

**Withheld Costs** means costs relating to the Client's Facility incurred by VRC that VRC is not able to avoid or recoup despite using reasonable endeavours.

**You** means an individual who has entered a Facility or (where applicable) a Client.