

TERMS AND CONDITIONS

Northern Territory Major Events Company Pty Ltd (NTMEC) is a government owned major events company tasked with the attraction of major sporting and cultural events that provide substantial economic and social benefits to the Northern Territory (NT).

These terms apply to any event, performance, show, activity, conference or function (whether or not ticketed), that is owned by NTMEC (Event) and staged at any venue, stadium, arena or designated area that is controlled by NTMEC (Venue) and include any incorporated terms (Terms).

By purchasing or holding a ticket (you), you agree to these Terms. It is a condition of your ticket purchase for an Event and a condition of entry to a Venue that you comply with these Terms.

No Resale at Premium

1. It is an essential condition of the right of admission to an Event conferred on the holder of a ticket that you and each subsequent holder of the ticket agrees with NTMEC not to (without NTMEC's prior written consent):
 - a) resell or transfer, or attempt to resell or transfer, the ticket at a price greater than the face value of the ticket (including via on-line auction sites);
 - b) use it for advertising, promotion, competitions or commercial purposes; and
 - c) bundle it with other goods or services, such as food and beverage, accommodation or transport.
2. If this condition is breached, NTMEC may deny the holder admission to the Event and retain the price of the ticket.

Refusal of Entry

3. For the comfort, safety and enjoyment of all patrons, NTMEC and Venue management reserve the right to refuse entry to an Event of a person or item in the following circumstances:
 - a) a ticket is damaged, defaced, forged or copied or has not been purchased from an authorised ticket agent;
 - b) persons are, or are considered on reasonable grounds by NTMEC or Venue management or their respective agents or contractors, to be intoxicated, under the influence of drugs or disorderly or the presence of the person would be detrimental to, or compromise safety at, the Event;
 - c) persons wearing or displaying commercial, political or other offensive signage or logos (except for official merchandise or other Event related clothing worn in good faith);
 - d) unauthorised persons or persons not in possession of a valid ticket or accreditation;
 - e) persons who refuse to submit themselves or their belongings for inspection;
 - f) items which have the potential to cause injury or public nuisance, including Restricted and Prohibited Items; and
 - g) due to adverse weather, dangerous situations or any other causes that may affect the safety of patrons.
 - h) Late arrivals may result in non-admittance to an Event unless a suitable break is available in the programme.

General Conditions of Entry

4. The following applies as a condition of entry into a Venue:
 - a) Venue reserves the right to inspect and search bags brought into or out of Venue;
 - b) Persons 13 years and under must be under the direct supervision of a ticket holding parent or legal guardian at all times;
 - c) You must not enter any Venue's restricted areas, such as back of house, competition and performance areas, dressing rooms, VIP and hospitality areas or any other area not accessible by the public;
 - d) Pass-outs may be issued at the discretion of the Venue;
 - e) Narcotics (other than those prescribed by a registered medical practitioner) must not be taken into or out of the Venue;
 - f) Alcoholic beverages must not be taken into or out of the Venue. It is an offence for minors to purchase or consume alcohol or for persons to supply alcohol to minors. Alcohol may only be consumed in clearly marked areas of the Venue;
 - g) Patrons are not permitted to bring beverages (other than sealed bottled water) into the Venue. Consideration will be given to those with special dietary requirements;
 - h) Patrons are permitted to bring food for personal consumption into the venue;
 - i) Smoking (including the use of electronic cigarettes or similar devices) is prohibited in certain areas of the Venue in accordance with the NTMEC's smoking management plan;
 - j) No beach umbrellas or shade structures may be brought into the Venue;
 - k) Unauthorised soliciting, collections and customer surveying is not permitted
5. You must not engage in any form of ambush marketing and must not conduct any activity that conflicts with, impairs, infringes or denigrates the rights of any official sponsor or NTMEC.

Eviction from Venue

6. NTMEC or a Venue reserves the right to eject from a Venue without refund any patron who:
 - a) breaches any General Condition of Entry;
 - b) does not produce a valid ticket on request;
 - c) is in breach of any of these Terms;
 - d) unreasonably obstructs the viewing of other patrons;
 - e) may be a source of danger, nuisance, or annoyance or otherwise give rise to concerns in relation to the safety and security arrangements for an Event, including excessive noise, use of foul, obscene, abusive or racist language or gestures, the wearing or other display of commercial, political or offensive signage or logos, or the throwing of any object that might injure or cause damage to people or property;
 - f) fails to comply with instructions from a police or security officer;
 - g) is in possession of any item listed on the Restricted and Prohibited list;
 - h) is suspected of committing, or being likely to commit, or having committed a criminal offence within the Venue;

- i) enters any area at the Venue which he/she is or may be prohibited from entering;
- j) damages, interferes with or tampers with any NTMEC or Venue property; or
- k) refuses to comply with requests made by Venue management or NTMEC staff.

Restricted and Prohibited Items

7. The following restricted and prohibited items are not permitted into a Venue:
 - Glass or cans
 - Illegal substances, including controlled, dangerous or illicit drugs
 - Flares or fireworks
 - Laser pointers
 - Weapons, or resemblance of weapons, including knives, firearms, blunt offensive objects, batons and those with sharp ends
 - Projectile items, including balls, frisbees, rackets or similar objects
 - Bicycles, skateboards, skates and scooters and helmets of any form
 - Political or offensive materials
 - Recording devices (for commercial purposes) and tripods
 - Selfie sticks
 - Flag poles of more than 1 metre in length / banners or flags larger than 1m x 2m
 - Eskies and bags of larger dimensions than 35cm in height, 20cm in width and 30cm in length (i.e. too large to be stored under a seat), including motorized eskies.
 - Animals (other than trained assistance dogs)
 - Musical instruments and noise makers, including drums, whistles, air horns and loud hailers without the prior consent of Venue management
 - Other items as determined by NTMEC that may cause injury, public nuisance or safety concerns. Please check the FAQ on the Event website.

Patron Safety and Behaviour

8. You must comply with the directions or announcements from NTMEC or Venue staff and any other requirements relating to access and safety given by NTMEC or Venue staff or authorities.
9. You must maintain safe, prudent and respectful behaviour at all times. A patron is responsible for his or her own conduct whilst in a Venue for an Event and must pay for the cost of repair of any damage caused to a Venue as a result of their conduct.
10. You must not enter the competition or designated performance areas of a Venue at any time and, if you do, you may be fined, expelled from that Venue and subject to legal action.
11. You must remain appropriately clothed while in the Venue. Patrons are required to keep shirts on at all times.

Liability and Risk

12. Patrons wishing to bring personal items into Venue do so at their own risk. NTMEC will not be held responsible for any damage to, loss or theft of, your personal property.
13. NTMEC does not guarantee that you will have

an uninterrupted and/or uninhibited view of an Event from your location within the venue, nor does NTMEC give any warranty as to the quality, content or duration of an Event.

14. There are risks and inherent dangers associated with attending Events and associated activities that may result in patrons being injured. To the extent permitted by law, you agree not to bring any claim or proceeding against NTMEC for any damage, loss, injury or liability you may suffer in accessing a Venue or attendance at an Event.
15. Patrons attending an Event do so at their own risk, and assume all risk and liability for personal injury or death, including that of any minors under their care. NTMEC bears no liability for any personal injuries, health problems or death sustained at or after an Event, including directly or indirectly resulting from any existing medical condition. NTMEC takes no responsibility for any hearing damage or loss. Use earplugs if necessary.
16. If NTMEC is liable to you for any breach of these terms or any tort committed by NTMEC (including negligence but not including fraud), NTMEC's liability to you is limited (at NTMEC's election) to NTMEC repaying any amounts paid by you or supplying or resupplying any tickets to which you are entitled.

Photographs and Broadcasts

17. Cameras (including digital cameras), audio and video recorders may be brought into a Venue only at the discretion of NTMEC.
18. Photographs taken within a Venue may be used only for private non-commercial purposes. For the avoidance of doubt, commercial purposes include licensing, merchandising, memorabilia, or marketing.
19. Patrons are not permitted to transmit, broadcast, sell, license or otherwise publish, disseminate or reproduce any recordings (including photographic, video or sound recordings) of the event without NTMEC's prior written approval.
20. If you make, reproduce or use any recording, data or image prohibited under this condition, you must assign in writing all copyright and intellectual property rights to NTMEC or its nominee.
21. With or without your knowledge, you may be recorded on CCTV or other forms of surveillance in, or in the vicinity of, the Venue, filmed or photographed individually or in a crowd scene by any person and your voice recorded at an Event (or any one or more of these things). You irrevocably and unconditionally consent in perpetuity and without compensation to the recording, filming, photographing, transmission and use (or any one or more of these things) by NTMEC and its nominees (or either) of your likeness and voice (or either) by any means (including, audio and visual recordings by television cameras and photographers) throughout the world, to the fullest extent possible, including for official broadcast and promotional purposes (or either).

Event Changes and Cancellation

22. NTMEC may add, withdraw, reschedule or substitute artists, athletes or teams (as applicable) or vary advertised programmes, prices, times, venues, seating arrangement or audience capacity without any compensation to you.

23. NTMEC may postpone, cancel, interrupt or stop an Event, or deny access to a Venue, due to adverse weather, dangerous situations or any other causes without any compensation to you.

24. NTMEC is not liable to you for any loss or damage you suffer as a result any Event being cancelled, postponed or changed. NTMEC disclaims the existence of any common law duty of care to you.
25. No refund or exchange of tickets will be made under any circumstances, except at an Event's discretion if that Event is postponed or cancelled, and then according to that Event's refund and exchange policy.

Privacy Statement

26. NTMEC respects the privacy of the individuals on whom NTMEC collects, uses and discloses personal information. The personal information that NTMEC collects is used for the purpose of the sale and distribution of your tickets, as reasonably required for the proper and efficient staging of Events and to give effect to any of its rights under these Terms.
27. You may request access to personal information NTMEC holds about you by sending an email to major.events@nt.gov.au.

General

28. NTMEC will not replace your ticket, if lost, stolen, forgotten, damaged, forged or unreadable.
29. NTMEC may choose not to enforce a term of these Terms in some cases in its absolute discretion without affecting its right to enforce that term in other cases, including by replacing tickets (except forged tickets) if you can demonstrate proof of purchase and identity acceptable to NTMEC.
30. If you are under 18 years of age, you may use NTMEC ticketing websites and purchase tickets only with the supervision of a parent, guardian or other adult person.
31. These Terms are governed by the law applicable in the Northern Territory and each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Northern Territory.

Amendments

32. NTMEC reserves the right to update, modify or change these Terms from time to time. Any changes will be available on NTMEC's website.

CAMS DISCLAIMER

RISK WARNING AND ASSUMPTION OF RISK

Motor Sport Activities are inherently dangerous recreational activities and there is significant risk of injury, disability or death.

If you do not wish to be exposed to such risks, then you should not participate in Motor Sport Activities.

I acknowledge that:

- the risks associated with attending or participating in Motor Sport Activities include but are not limited to the risk that I may suffer harm as a result of:
- motor vehicles (or parts of them) colliding with other motor vehicles or persons or property;
- others participants acting dangerously or with lack of skills;
- high levels of noise exposure;
- acts of violence and other harmful acts (whether intentional or inadvertent) committed by person

attending or participating in the event; and

- the failure or unsuitability of facilities (including grand-stands, fences and guard rails) to ensure my safety.

EXCLUSION OF LIABILITY, RELEASE and INDEMNITY

In exchange for being able to attend or participate in Motor Sport Activities, I agree:

- to release CAMS and the Entities to the extent that any or all of them are providing Recreational Services from all liability for:
- my death;
- any physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
- the contraction, aggravation or acceleration of a disease;
- the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs;
- that is or may be harmful or disadvantageous to me or the community; or
- that may result in harm or disadvantage to me or the community,

howsoever arising from my participation in or attendance at the Motor Sport Activities;

- to indemnify and hold harmless and keep indemnified CAMS and the Entities to the maximum extent permitted by law in respect of any Claim by any person;
- to be bound to the rules, regulations and policies of the Entities; and
- to attend at or participate in the Motor Sport Activities at my own risk.

I understand that:

- nothing in this document excludes, restricts or modifies any rights that I may have as a result of significant personal injury that is caused by the Reckless Conduct of CAMS and the Entities as the supplier of Motor Sport Activities / Recreational Services;
- nothing in this document prevents the Entities from relying on any laws (including statute and common law) that limit or preclude their liability;
- nothing in this document excludes any term or guarantee which under statute cannot be excluded; however the liability of the Entities is limited to the minimum liability allowable by law;
- nothing in this document precludes me from making a claim under a CAMS insurance policy where I am expressly entitled to make a claim under that insurance policy; and
- CAMS has arranged some limited personal injury insurance coverage which may provide me with some protection for loss, damage or injury that I may suffer during my participation in the Motor Sport Activities. However, I acknowledge and accept that the insurance taken out by CAMS may not provide me with full indemnity for loss, damage or injury that I may suffer during my participation in the Motor Sport Activities, and that I may have to pay the excess if a Claim is made under an insurance policy on my behalf. I agree that my own insurance arrangements are ultimately my responsibility and I will arrange any additional coverage at my expense after taking into account CAMS insurance arrangements, this document and my own circumstances.