

# Ticketing Terms & Conditions of Entry

## DARWIN TRIPLE CROWN SUPERCARS

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Northern Territory Major Events Company Pty Ltd (**NTMEC**) is a government owned major events company tasked with the attraction and delivery 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 ticketed or not), that is owned by NTMEC (**Event**) and staged at any venue, stadium, arena or designated area that is controlled by NTMEC (**Venue**) and includes 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 listed in clause 7; and
  - g) due to adverse weather, dangerous situations or any other causes that may affect the safety of patrons.

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- 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) NTMEC or Venue Management reserve the right to inspect and search bags brought into or out of the 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 of the 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 or NTMEC;
  - 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 only 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, the Venue or NTMEC.

### Eviction from Venue

- 6. NTMEC or a Venue reserves the right to eject from a Venue without refund any patron who in its sole opinion:
  - 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;

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- 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 listed in clause 7;
- 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.
- l) Refuses any requests made by Venue management in relation to the Event COVID-19 Management Plan

### **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

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- 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 all items of clothing and footwear 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 attending 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 in 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**

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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. Except as required by law, no refund or exchange of tickets will be made under any circumstances if that Event is postponed or cancelled, and then according to that Event's refund and exchange policy (if any).

### **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 will be in accordance with its Privacy Policy found on its website and 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.

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27. You may request access to personal information NTMEC holds about you by sending an email to [major.events@nt.gov.au](mailto: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 the 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.

### COVID -19

33. Ensuring the health and safety of the community is our top priority, and patrons will be denied entry to the Venue should they have symptoms that may place persons at risk or endanger or impact on public health.
34. By purchasing or accepting tickets to an NTMEC Event, you and your guest(s) acknowledge that, even with rigorous control measures in place at the Venue, there remains at this time, an unquantifiable risk of transmission of viral illness including COVID-19. By attending the Venue you and your guest(s) acknowledge that you have considered those risks and your personal circumstances, including any health condition or vulnerability that you or your guest(s) may have, and the circumstances of persons with whom you will be in close contact following your attendance at the Venue. You acknowledge that, for a small number of people, COVID-19 has very serious health consequences. NTMEC expressly relies on you to bring this health issue waiver to the attention of your guest(s). NTMEC will rely on this health issue waiver and proceed on the basis that you and your guest(s) acknowledge and accept these risks.
35. The primary ticketholder agrees to be the primary contact in the Event of any contact tracing required, and you will be responsible for knowing the contact details of all attendees in your group. In the Event that the Department of Health, or another Government Department, makes a formal request, we may be required to disclose your contact information for contact tracing purposes, including your full name, contact email and/or contact phone number.
36. NTMEC strongly recommends that you and your guest(s) have the Australian Government COVIDSafe App installed and in use on all mobile phones, with Bluetooth activated.

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37. Venue Patrons are expected to follow any requests in regards to COVID-19 including maintaining physical distancing requirements and Venue instruction relating to COVID-19.

38. Any requests relating to COVID-19 that are not adhered to will be treated as non-compliance with Venue requirements and subject to eviction from the Venue.

### **MOTORSPORTS AUSTRALIA DISCLAIMER**

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 attend at or participate in Motor Sport Activities.

**WARNING:** If you participate in these activities your rights to sue the supplier under the Competition and Consumer Act 2010 if you are killed or injured because the activities were not supplied with due care and skill or were not reasonably fit for their purpose, are excluded, restricted or modified in the way set out in or on this sign.

In exchange for being able to attend or participate in the Motor Sport Activities, you agree: • to release the Confederation of Australian Motor Sport Ltd (trading as Motorsport Australia) and the Entities\* to the extent that any or all of them are providing Recreational Services from all liability for:

- a) your death;
- b) any physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
- c) the contraction, aggravation or acceleration of a disease;
- d) 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:
  - i. that is or may be harmful or disadvantageous to you or the community; or
  - ii. that may result in harm or disadvantage to you or the community,

howsoever arising from your participation in or attendance at the Motor Sport Activities; • to indemnify and hold harmless and keep indemnified the Confederation of Australian Motor Sport Ltd (trading as Motorsport Australia) and each of the Entities to the maximum extent permitted by law in respect of any Claim by any person; and • to attend at or participate in the Motor Sport Activities at your own risk. **NOTE:** The change to your rights, as set out in or on this sign, does not apply if your death or injury is due to reckless conduct on the supplier's part. "Reckless Conduct" means conduct where the supplier of the recreational services is aware, or should reasonably have been aware, of a significant risk that the conduct could result in personal injury to another person and engages in the conduct despite the risk and without adequate justification. See section 139A of the Competition and Consumer Act 2010.

\*A full list of Motorsport Australia associated entities can be viewed at <https://motorsport.org.au/Events/disclaimers>