



Conditions of Sale

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, 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:

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

“Operator” means Evolve Facility Management Pty Ltd and its authorised, officers, agents, employees and contractors.

“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.

“ticket holder” means the holder or purchaser of a Ticket.

“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 this Ticket), the ticket holder agrees as follows:

1. **(RELEASE)** The ticket holder 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 and competitors, and their respective employees, officials, representatives and agents (collectively, the "**Associated Entities**") from any and all Loss which the ticket holder may suffer or incur whether directly or indirectly from:
 - (a) the ticket holder’s participation in or attendance at the Event;
 - (b) the ticket holder’s use of the Venue, including any loss of, damage to or theft of the ticket holder’s property; and
 - (c) any act or omission on the part of the Operator or any of the Associated Entities.



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2. **(NO WARRANTY)** The ticket holder acknowledges that, to the extent permitted by law, the Operator and 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 ticket holder agrees to attend or participate in the Event and use the Venue at the ticket holder's own risk. The ticket holder acknowledges and accepts that motor sport is dangerous and that accidents causing harm may occur.
4. **(WARNING - RISKS OF EVENT)** The ticket holder acknowledges that the Operator and the Associated Entities warn the ticket holder that there are risks associated with attending or participating in the Event and using the Venue, including the risk that the ticket holder 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 ticket holder 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 ticket holder might otherwise have in relation to the Event.

Ticket Terms and Conditions

Each ticket issued by the Operator or promoter of an Event for attendance or participation at an Event is subject to the following conditions:

1. Tickets cannot be exchanged for another Event.
2. Subject to clause 3 below, tickets will not be refunded under any circumstances, including but not limited to, the possible non-appearance of any particular person, group, competitor, attraction or personality expected to enter an Event and whether advertised or not; or any adverse weather conditions or any circumstances beyond the reasonable control of the Operator.
3. Should the Event be abandoned less than two hours prior to the scheduled completion of the Event the ticket may, at the discretion of the Operator, be valid for the next scheduled event of the same type and value. No money will be refunded.
4. Tickets obtained from sources not authorised by the Operator may not be honoured for admission to the Venue.
5. The Operator is not obliged to replace a ticket under any circumstances, including but not limited to, loss or theft.
6. Any Ticket purchased and the ticket holder's entry to and presence at the Venue is subject to these Conditions of Sale and the Conditions of Entry, available by request at the Venue.



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7. Published concessional ticket prices are available only to those classes of persons which the Operator officially publishes as being eligible for the concessional price. Identification and/or evidence of qualification for the concessional price may be required and must be produced if requested, both when purchasing tickets and when entering the Event.
8. Tickets are non-transferable on the day or during the day of presentation. Upon exit, the ticket holder'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.
9. Tickets may not be sold, on-sold, exchanged for fee or reward or other valuable consideration or otherwise commercially dealt with without the prior written consent of the Operator, which may attach any conditions it sees fit. If a ticket has been dealt with in contravention of this condition, the bearer of the ticket will be denied admission.
10. The Operator reserves the right, with reasonable cause, to refuse entry to any person or remove any person from the Event. Any ticket holder who has been removed from the Event will be prohibited from re-entering the Event and Venue for a minimum period of 24 hours and is not entitled to any refund. Tickets may not be used for advertising or other promotional purposes (including prizes, contests or sweepstakes) without the consent of the Operator, which may attach any conditions it sees fit.
11. Ticket holders acknowledge that the Event may be held on such dates as approved by the Operator. The Operator reserves the right to add, withdraw or substitute any riders, performers or activities associated with the Event, vary programs, seating arrangements, other conveniences and attractions and audience capacity and determine and publish additional conditions applicable to the ticket holder from time to time.
12. Nothing in these conditions of sale excludes or derogates from terms implied by law which cannot be excluded.