

Terms & Conditions – Dining & Corporate Conditions

1. DEFINITIONS

Associated Persons means the Client's officers, agents, employees, invitees, guests and any person to whom the Client has on-sold the Facility (and that person's officers, agents, employees, invitees and guests) where permitted by VRC as contemplated by clause 11.

Client means the company or other organisation (or the individual, if no organisation is listed) in whose name a Facility is booked (as reflected in the applicable booking or confirmation form), or such organisation or other person as may be substituted for that party with the written consent of VRC.

Corporate Facility means:

- a marquee package in The Winning Post, The Home Straight, The Home Turn or The Trackside enclosures; or
- a suite package in the Hill Stand Suites, or any package or facility that may replace any of the above or be offered for sale exclusively to corporate or business clients by reference to these terms and conditions.

Conditions of Entry has the meaning given to that term in clause 2.1(c).

Course means the Flemington Racecourse (or any other racecourse at which the VRC holds a race meeting) including the 'Car Park' (as the term 'Car Park' is defined in the Conditions of Entry).

Credit Card Fees means any credit card fees (including the fees specified at clause 3.7) in relation to any Facility Payment.

Dining Facility means a dining package, archer: (a) The Champions, Makye Diva, Incher or Carbine Marquee, the International Lounge or the Lawn Stand Boxes; or (b) The Terrace, Panorama, Skyline, Sainly Place or Gallery Restaurants; or (c) The Banks@Ascot or Riverside Enclosures, or any package or facility involving dining that may replace any of the above or be offered for sale (other than exclusively to corporate and business clients) by reference to these terms and conditions.

Event means any particular event or series of events on a day, comprising horse racing and/or other sporting or entertainment activities conducted at the Course by, or under authorisation from, VRC.

Facility means a Corporate Facility or a Dining Facility. **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 offers the most prize money on that day.

On-seller means a Client who has been authorised by VRC to sell on behalf of VRC one or more, or a combination of, Corporate Facility or Dining Facility packages.

VRC means Victoria Racing Club Limited (ABC No. 214 078).

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

2. AGREEMENT

2.1 By signing and sending the application or booking form for the relevant Facility to VRC, the Client agrees to comply with:

- these terms and conditions;
- the Car Park Terms and Conditions; and
- the Conditions of Ticketing and Entry to Flemington Racecourse (**Conditions of Entry**), (collectively the **Conditions**), as available from time to time by VRC, which are available at <http://www.melbournecup.com/conditions/> and upon request from VRC.

2.2 These terms and conditions prevail over the Conditions of Entry and the Car Park Terms and Conditions to the extent of any inconsistency.

2.3 The Client must ensure that the Associated Persons are, prior to their entry to the Course (or in the case of Associated Persons who are the customers of On-sellers, prior to booking a ticket), made aware of, and agree to comply with, the Conditions as if they were 'Clients' (excluding clauses 3 and 4 other than clauses 4.8(b) and 4.8(d)).

2.4 The Associated Persons must, and the Client must procure that the Associated Persons, comply with the Conditions at all times as contemplated by clause 2.3.

2.5 The Client must, and must ensure that the Associated Persons, while present at the Course, comply with:

- all relevant laws; and
 - published policies of VRC, including those relating to liquor, gambling and conduct.
- 2.6** The Client must ensure that persons to whom it has issued tickets for its Facility do not resell those tickets unless authorised in writing to do so by VRC.

2.7 No cancellation or termination of a booking by the Client will be accepted by VRC after receipt by the Client of a booking confirmation from the VRC.

2.8 Booking confirmation is subject to the availability of the requested Facility.

3. PAYMENT

3.1 All applications for bookings for Dining Facilities must be accompanied by full payment in the form of a cheque or by completion of the credit card details for direct debit outlined on the Client's booking form. Bookings for Dining Facilities will not be confirmed until full payment is received and all funds have cleared.

3.2 VRC will invoice all Clients booking Corporate Facilities prior to 18 June 2010 for the full amount, with 50% of the full invoice payable within fourteen days and the remaining balance of the invoice payable in full by 30 July 2010.

3.3 Bookings for Corporate Facilities after 18 June 2010 must be accompanied by full payment in the form of a cheque or by providing full credit card details for direct debit payment as outlined on the Client's application form.

3.4 Failure by a Client to pay for a Corporate Facility as required by clauses 3.2 and 3.3 will entitle the VRC to cancel that Client's Corporate Facility booking. If a booking is cancelled by VRC, all payments made by the client to VRC will be forfeited by the Client.

3.5 The Client agrees and acknowledges that VRC will not issue any refunds for any payment made by the Client under any circumstances except in accordance with clause 4.

3.6 Bookings for Dining Facilities will close 14 days prior to the relevant race day.

3.7 For all credit card payments over the value of \$10,000 (before the charges specified in this clause 3.7 are applied) the following charges will apply in addition to any other payment made under this Clause 3:

- Visa/MasterCard/Amex – 1.5% of transaction value inclusive of GST;
- Diners – 2% of transaction value inclusive of GST.

4. REFUNDS

4.1 Clauses 10 and 11 of the Conditions of Entry do not apply to refunds or exchanges in relation to Facilities. Rights to refunds or exchanges in relation to Facilities are dealt with exclusively by this clause 4.

4.2 Where monetary consideration has not been paid for a Facility by a Client, no exchange, refund or other costs will be paid or payable pursuant to this clause 4.

4.3 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 clause 4.5 below does not apply, subject to clause 4.4 VRC 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).

4.4 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 clauses 4.3, 4.5, 4.6 or 4.7 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 clause 4.7 applies) the matters referred in clause 4.4.

4.5 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): (a) subject to clause 4.4, 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 (b) provide to that Client the relevant (or a comparable) Facility for the Postponed Date (if available).

4.6 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 and Associated Persons to attend the relocated Events; and VRC (subject to clause 4.4) 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).

4.7 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:

- all remaining Events for that day are cancelled for any reason, whether for safety reasons or otherwise, and
- 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 clause 4.4, 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.

4.8 Refunds in relation to on-sold tickets:

- Where the Client has on-sold tickets to its Facility to any person in accordance with clause 11 and the Client receives a refund from VRC in accordance with this clause 4 in respect of a particular day, the Client must promptly refund to each person who has so purchased tickets to its Facility from the Client for that day a pro-rata proportion (based on the number of tickets to the Facility so purchased by the relevant person from the Client for that day as a proportion of total tickets to the Facility purchased by the Client for that day) of the amount of the refund given to the

Client by VRC.

(b) If any person who has (in accordance with clause 11) purchased tickets to the Facility from the Client referred to in sub-clause (a) for a relevant day (the **Subsequent Purchaser**) has further on-sold those tickets in accordance with clause 11, and the Client referred to in sub-clause (a) gives a refund to the Subsequent Purchaser in accordance with sub-clause (a) in respect of that day, then the Subsequent Purchaser must promptly refund to each person who has so purchased tickets to the Facility from it for that day a pro-rata proportion (based on the number of tickets to the Facility so purchased by the relevant person from the Subsequent Purchaser for that day as a proportion of total tickets to the Facility purchased by the Subsequent Purchaser for that day) of the amount of the refund given to the Subsequent Purchaser by the Client referred to in sub-clause (a).

(c) Where VRC provides to the Client the relevant (or a comparable) Facility for a Postponed Date in accordance with clause 4.5, the Client must make that Facility available for that Postponed Date to each person who purchased tickets to its Facility in accordance with clause 11 for the date which was postponed.

(d) If a Subsequent Purchaser (who has, in accordance with clause 11, purchased tickets to the Facility from the Client for a day to which clause 4.5 applies) has further on-sold those tickets in accordance with clause 11, and the Client referred to in sub-clause (a) has obtained from the VRC the relevant (or a comparable) Facility for that Postponed Date in accordance with clause 4.5(b), then the Subsequent Purchaser must make that Facility available for that Postponed Date to each person who purchased tickets to the Facility from it in accordance with clause 11 for the date which was postponed.

(e) Persons who have purchased tickets in relation to a Facility from a person other than VRC must seek a refund (or, where clause 4.5(b) applies, access to the relevant (or a comparable) Facility for the Postponed Date) from the person from whom they purchased their tickets. Under no circumstances will VRC pay any refund (or, where clause 4.5(b) applies, provide tickets to the relevant (or a comparable) Facility for the Postponed Date) in relation to tickets to Facilities, other than to Clients in accordance with this clause 4.

4.9 Refunds and exchanges are not otherwise available, including: (a) if there is a relocation (within Melbourne) of Events to which clause 4.6 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 of the Associated Persons', circumstances change, or they change their minds.

4.10 If the Client is entitled to a refund under clause 4, 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 clause 4.5, 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.

5. USE OF FACILITY

5.1 All Clients must accompany their application for a booking with documentation providing convincing proof of a current public liability insurance policy noting the interests of VRC and Racing Victoria Limited, and listing the particulars of the policy's coverage, which must be consistent with the indemnity provision set out in clause 32 of the Conditions of Entry and clause 14 of these terms and conditions.

5.2 Corporate Facility Clients are permitted to use their facility only on the race day or race days for which the Corporate Facility has been booked and paid for (and secondary or tertiary tickets nominated to be nominated by VRC. Each Corporate Facility Client is responsible for entry of guests into, and their conduct in, its Corporate Facility. The Client may, at its own cost, use representatives of the officially appointed security company to control admission of guests to its Corporate Facility.

5.3 The Client must obtain written approval from VRC to conduct any alterations or additions to the Corporate Facility. All such approved alterations and additions are outside the standard package purchased by the Client and will be at the cost of the Client.

5.4 Subject to clause 5.3, Corporate Facility Clients may, at their own cost, decorate the interior of their Corporate Facility. The Client will have full responsibility for the security, delivery, assembly and set up of all decorations and associated materials. In addition to obtaining VRC's approval for all decorative items, the Client must obtain approval from Harry the Hirer for any items that will be suspended from, affixed to or that will in any way impact upon, or apply any significant pressure to, the Corporate Facility structure.

5.5 The VRC and its approved contractors accept no responsibility for any property of the Client or its Associated Persons.

5.6 Corporate Facility Clients requiring power points in excess of the power points supplied as part of the standard facility package will be charged a fee of \$200 per additional power point. VRC reserves

the right to decline additional power points, and to refuse or restrict the use of any appliance, due to the potential effect on safety, amenity or power supply at the Course.

5.7 On purchase of the four-day package, the furniture component of the standard package will remain in the Corporate Facility for the four days of the carnival.

5.8 The Client may order, through a VRC-approved contractor, a change in, or addition to, the furniture component of the Corporate Facility, at additional cost to be borne by the Client.

5.9 The Client acknowledges, and agrees to advise Associated Persons attending the Client's Facility, that marquees and other temporary structures cannot be insulated or temperature-controlled to the same extent as permanent structures and that extreme weather conditions may result in some discomfort for patrons despite VRC's efforts.

6. FACILITY SIGNAGE

6.1 Corporate signage outside the corporate marquees is restricted to the front fence sign supplied in the package by VRC and corporate umbrellas, which can be provided by the Client or the outdoor garden tables included in the corporate marquee package. Clients occupying Corporate Facilities with balconies will require VRC approval prior to erecting corporate umbrellas. VRC's approval may be made subject to conditions. Despite any approval given by VRC, VRC may later, in the interests of safety but at its sole discretion, determine that umbrellas not be erected (or, on the day, be taken down) or may impose restrictions on their use.

6.2 Corporate signage outside the Hill Stand Suites is limited to the signage supplied in the package by VRC.

6.3 The Client must submit artwork for Corporate Facility signage to VRC no later than 24 September 2010. After this date, plain text only may be supplied. On-sellers' Client listings which are to be featured on the relevant sign may only be displayed in plain text.

6.4 Corporate signage is not permitted in any Dining Facility.

7. ISSUE OF TICKETS

7.1 VRC will arrange for tickets for Corporate Facilities to be sent via courier to the address nominated by the Client on its application form during the week commencing 27 September 2010.

7.2 Clients may collect tickets for Dining Facilities from VRC from the week commencing 4 October 2010. If the Client nominates to have tickets sent via Australia Post's Registered Post service, VRC will have no responsibility for lost or stolen tickets. Overseas Clients must nominate a Victorian address for mailing of tickets.

7.3 No tickets will be issued until full payment is received and all funds have cleared.

7.4 Clients booking a Corporate Facility and not requiring catering for the full number of tickets issued are required to return the unused tickets by 15 October 2010; otherwise, full catering charges will apply. Unused tickets can be exchanged by the Client for racecourse general admission tickets.

7.5 Requests from Corporate Facility Clients to purchase additional Corporate Facility tickets must be mailed or faxed to VRC in writing on the appropriate form and received by VRC by 5pm, 15 October 2010.

7.6 No host passes will be provided for Dining Facility bookings.

8. ENTRY AND DISPLAY OF TICKETS

8.1 The Client must ensure that its guests display the correct ticketing at all times. No person will be admitted to the Facility without the correct official VRC ticketing appropriate for the particular Facility. VRC and the appointed caterer reserve the right to refuse to admit or serve a person who does not display the correct ticketing, and may require that person to immediately leave the relevant Facility or the Course.

8.2 Where a Client or guest wishes to rely on a concession ticket or other discount for entry to the Course, the Client or guest (as the case may be) must produce a valid, Centrelink-issued Pensioner Concession Card, a Companion Card, a current and valid secondary or tertiary Student I.D. Card or any other card or proof that VRC has advised will be accepted for this purpose. Otherwise, they may be denied entry or be asked to leave the relevant Facility or the Course.

9. LOST OR STOLEN TICKETS

9.1 Replacement tickets may be issued at VRC's discretion, in which event the following charges will apply:

- Tickmaster ticket – \$25 per ticket.
 - Wristbands or Hill Stand Suite Tickets – \$60 each.
- 9.2** The VRC will only consider requests for replacement tickets that are in writing and that specify the exact wristband and/or seat numbers and valid credit card details for payment.

9.3 Clients must make arrangements to collect replacement wristbands or Hill Stand Suite Tickets from the VRC's Administration Office prior to the race day(s) for which the tickets are valid or from the on-course Corporate Marketing Office located at the entrance to the Trackside Enclosure on other race days. Replacement Tickmaster tickets can be collected from the Ticketmaster Office located at Level of the Hill Stand at the Course. Entry to the Course will be at the Client's own expense.

9.4 VRC will not accept responsibility for tickets lost or misplaced by Australia Post through Registered Mail – refer to clause 7.2.

10. CATERING

10.1 The Client accepts that the VRC-appointed caterer will be the sole permitted provider of catering in the Client's Facility.

10.2 Corporate Facility Clients must liaise directly with the officially appointed caterer for the provision of all catering, food and beverage requirements.

10.3 Corporate Facility Clients ordering extra Corporate Facility tickets must advise the appointed caterer of their additional requirements no later than 15 October 2010.

10.4 All catering ordered by Corporate Facility Clients must be fully paid for no later than the date specified in the agreement between the Corporate Facility Client and the relevant caterer (except for extra tickets under clause 10.3, which must be paid for no later than 15 October 2010). VRC reserves the right to cancel a Facility (without refund) should payment to the appointed caterer not be made by the required date.

10.5 VRC and its appointed caterer follow guidelines for Responsible Serving of Alcohol. Staff members are instructed not to serve any alcoholic beverages to guests under the age of 18 years, or to guests who are reasonably believed to be in a state of intoxication.

10.6 Should a Client or its guests be in breach of liquor licensing laws, or procure, aid or abet the breach of such laws by any other person, VRC may cancel the Client's Facility (without refund) and require the Client and the Client's guests to leave the Course.

11. ONSELLING

11.1 The Client must not sell or on-sell any part of its Facility (including any ticket to the relevant Facility) without the prior written approval of VRC.

11.2 On-selling, where permitted by VRC, will be governed under a separate agreement. Failure to comply with that agreement may result in on-selling rights being revoked.

12. ADVERTISING AND PROMOTIONS

12.1 The Client must not advertise or promote, or procure the advertising or promotion of, their Facility or the Event in any way without the prior written consent of VRC.

12.2 The Client must not use tickets to a Facility or the Event for advertising or other promotional purposes (including, without limitation, prizes, contests or sweepstakes) without the prior written consent of VRC.

12.3 The Client must not (except with the prior written consent of VRC) in any reference to or advertising or promotion of the Client or its activities use the name of VRC, or of any Event promoted by or on behalf of VRC, or in any way suggest any connection between the Client and VRC, that the Client or any of the Client's activities are endorsed by VRC, or that the Client is a sponsor or in some other way connected to VRC or any event promoted by or on behalf of VRC.

13. SUPPLIERS

13.1 Clients booking Corporate Facilities are required to use VRC-appointed official suppliers for any services required by the Client which are offered by those officially appointed providers.

13.2 Clients who wish to engage suppliers to provide a service that is not offered by the officially appointed suppliers must obtain prior written consent from VRC. Otherwise, those suppliers may be denied entry to the Course or the Client's Facility.

13.3 The Client will comply with all contractual terms (whether written or not) in place between it and each authorised supplier relating to a Corporate Facility. This includes the obligation to pay such amounts for goods and/or services as reflect the number of persons in respect of whom that Corporate Facility and the relevant goods and/or services have been booked (regardless of whether that number of persons ultimately attend the Corporate Facility).

14. INDEMNITY AND LIABILITY

14.1 Clauses 1, 31 and 32 (inclusive) of the Conditions of Entry apply to these terms and conditions.

14.2 Without limiting the indemnity in clause 32 of the Conditions of Entry, the Client indemnifies VRC against liability for or in respect of any claims, demands, actions, suits or proceedings, costs, expenses, loss, damage, injury or death of any person arising out of or in connection with the conduct of any of the Client's Associated Persons while at the Course.

15. CHANGE OF FACILITY

15.1 VRC may at any time, by written notice to the Client (or verbally if done so within 24 hours prior to the Event) should circumstances require relocation at that time, relocate a Facility or move the Client and all Associated Persons to:

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

15.2 In the event that a relocation under this clause 15.1 occurs due to an event or act beyond the control of VRC (such as weather), clause 16 will apply.

15.3 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 this cannot be achieved, VRC will provide a refund in accordance with clause 4.6, whether the relocation applies merely to the Facility or to the whole Event.

16. FORCE MAJEURE

16.1 Except as expressly provided under clause 4, under no circumstances will VRC be liable to the Client or to any Associated Persons if VRC is unable to perform its obligations to the Client due to any event or act beyond the control of VRC.