Conditions of Sale

Each ticket, and each pass, credential or other document, (each, a Ticket) issued by Speedway Promotions Pty Ltd (known as Eastern Creek Speedway) is subject to the following conditions.

WARNING - MOTOR SPORT IS DANGEROUS

In exchange for being able to attend or participate in the event, (and as a condition of the purchase or issue of this ticket), you agree:

- To release the Eastern Creek Speedway, controlling bodies of the sport, promoters, sponsor organisations, land owners and lessees, organisers of the event, race teams, competitors, their respective servants, officials, representatives and agents (collectively, the "Associated Entities") from all liability for your death, personal injury (including burns), psychological trauma, loss or damage (including property damage) ("harm") howsoever arising from your participation in or attendance at the event (including any negligence on the part of the Associated Entities), except to the extent prohibited by law;
- That the Associated Entities do not make any warranty, implied or express, that the event services will be provided with due care and skill or that any materials provided in connection with the services will be fit for the purpose for which they are supplied; and
- To attend or participate in the event at your own risk,

And you acknowledge that;

- The risks associated with attending or participating in the event include the risk that you may suffer harm as a result of:
- Motor vehicles (or parts of them) colliding with other motor vehicles, persons or property;
- Acts of violence and other harmful acts (whether intentional or inadvertent) committed by persons attending or participating in the event; and
- The failure or unsuitability of facilities (including grand-stands, fences and guard rails) to ensure the safety of persons or property at the event.

• Motor sport is dangerous and that accidents causing harm can and do happen and may happen to you.

You accept the conditions of, and acknowledge the risks arising from, attending or participating in the event and being provided with the event services by the Associated Entities.

- 1. Tickets cannot be exchanged after any event.
- 2. Subject to Condition 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 by the Ticket holder, whether expected to enter an event or not and whether advertised or not; or any adverse weather conditions or any circumstances beyond the reasonable control of the Companies.
- 3. Should the event be abandoned prior to the sixth event the ticket may be valid for one of the next four scheduled speedway events subject to price variation. No money will be refunded. Should the event be abandoned prior to 50% of the program being completed the ticket may be used to obtain a 50% discount off a ticket to the same value to any one (1) of our next four (4) events. No money will be refunded.
- 4. Tickets obtained from sources not authorised by Operator may not be honoured for admission.
- 5. The Companies are 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 at the venue, available on the Eastern Creek Speedway internet site or by request at the venue.
- 7. Published concessional Ticket prices are available only to those classes of persons, which the Companies officially publish as being eligible for the concessional price. Identification and/or evidence of qualification for the concessional price will 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 Companies, which may attach any conditions it sees fit thereto. If a Ticket has been dealt with in contravention of this condition, the bearer of the Ticket will be denied admission.
- 10. Companies reserve the right, with reasonable cause, to refuse entry to any person or remove any person from the Event. Any Patron who has been removed from the Event will be prohibited from re-entering the venue for a period of 24 hours.
- 11. Tickets may not be used for advertising or other promotional purposes (including prizes, contests or sweepstakes) without the consent of Companies, which may attach any conditions seen fit thereto.
- 12. Ticket holders acknowledge that the Event may be held on such dates as approved by The Companies. The Companies reserve the right to add, withdraw or substitute any drivers, 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.
- 13. Nothing in these conditions of sale excludes or derogates from terms implied by law, which cannot be excluded.
- 14. This is a tax invoice
- 15. ABN: 98648814779

Definitions:

Companies: Speedway Promotions Pty Ltd, Eastern Creek Speedway and their authorised, agents, contractors, staff and officials.

Venue: Eastern Creek Speedway, Ferrers Road, Eastern Creek, New South Wales.

Event: Any racing, practice, promotion, activity, occurrence or show held at the venue.

Ticket: Any ticket, pass, credential or other document issued for access to the venue for any event wether paid or complimentary.

Patron: Any person attending the venue for an event.