



PI Operations Pty Ltd

A.B.N 62 108 623 463

RMB 500GP. Back Beach Road. Cowes Victoria 3922

05/23

FORM D

TERMS AND CONDITIONS OF USE INCLUDING RELEASE AND INDEMNITY

Warning: these terms and conditions affect your legal rights. Please read them carefully

I, the person whose details are set out below, agree with the Owner and Operator referred to below to use the Phillip Island Circuit (**Circuit**), whether as a rider, driver, passenger or otherwise, on the terms and conditions **SET OUT ON THIS PAGE AND ON THE REVERSE PAGE** in consideration of the Owner and the Operator allowing me to enter the Circuit.

RISK WARNING AND ACKNOWLEDGEMENT

I AGREE AND ACKNOWLEDGE THAT:

- Motor racing and associated sports are dangerous
- Other people will be using the Circuit at the same time as me
- My presence at the Circuit and participation in the activities set out below and other activities at the Circuit may expose me to danger of injury or death or of damage to property either from incidents caused by me or by another person or persons or by the nature of activities conducted at the Circuit
- I undertake all risks associated with my participation at the Circuit voluntarily
- I am aware of and accept all the risks involved in my presence at the Circuit and participation in the activities and the risk associated with any health conditions I may have
- I acknowledge that this warning constitutes a warning in accordance with any relevant legislation including the Wrongs Act 1958 (Vic).

I warrant that I hold all licences required for the activities in which I intend to participate (including, as applicable, a current drivers licence, motorcycle licence, Motorsport Australia licence or Motorcycling Australia licence) and that either:

- I am 18 years or over; or
- I am participating in an activity sanctioned by Motorsport Australia or Motorcycling Australia and my parent or guardian has also signed the Parent / Guardian – Deed of Consent / Indemnity where indicated below.

SCHEDULE

Please STAFF PARTICIPANT OFFICIAL MEDIA

NAME OF USER: _____ ADDRESS: _____

SUBURB: _____ STATE: _____ PCODE: _____

EMAIL: _____ TELEPHONE: _____ MOBILE: _____

DATE OF BIRTH _____ TYPE OF VEHICLE: _____ NOISE LEVEL: _____

INTRODUCING PARTY: _____

ACTIVITIES: _____ START DATE: _____ FINISH DATE: _____

DRIVERS LICENCE: STATE OR COUNTRY: _____ NUMBER: _____ EXPIRES: _____

MOTORCYCLE LICENCE: STATE OR COUNTRY: _____ NUMBER: _____ EXPIRES: _____

SPECIAL LICENCE: NUMBER: _____ Motorsport Australia / Motorcycling Australia

OTHER: _____

[ALL LICENCES MUST BE AUSTRALIAN LICENCES UNLESS THE OPERATOR, IN THE OPERATOR'S SOLE DISCRETION, ELECTS TO ACCEPT AN OVERSEAS EQUIVALENT]

EXECUTED AS A DEED POLL: I HAVE READ AND UNDERSTAND THESE CONDITIONS AND ACCEPT AND AGREE TO THEM AND SIGN THIS DOCUMENT VOLUNTARILY

SIGNED SEALED AND DELIVERED BY THE USER:

SIGNATURE: _____ PRINT NAME: _____ DATE: _____

PARENT/GUARDIAN – DEED OF CONSENT/INDEMNITY – DETAILS OF PARENT/GUARDIAN

FIRST NAME: _____ LAST NAME: _____

ADDRESS: _____

SUBURB: _____ POSTCODE: _____

DATE OF BIRTH: _____ MOBILE: _____

EMAIL: _____

I, THE PERSON NAMED ABOVE, BEING THE PARENT or GUARDIAN OF NAME: _____ (“MINOR”)

with full knowledge of the dangers involved, as set out in the form above, HEREBY REQUEST that the Minor be permitted to participate in activities at the Circuit. I AGREE THAT:

- The releases, exclusions and limitations in Conditions 7-10 overleaf are, to the extent permitted by law, given by me personally and also on behalf of the Minor.
- To the fullest extent permitted by law, I indemnify and hold harmless the Operator, the Owner, the Affiliates and their respective Personnel in respect of all and any Loss whatsoever or howsoever suffered or incurred by the Operator, the Owner, the Affiliates or their respective Personnel to the extent arising in any way whatsoever from or in connection with the Minor's involvement in the Activities or the Minor's presence at the Circuit.
- I agree that this Parent/Guardian – Deed of Consent/Indemnity is a separate deed made by me in favour of the Operator, the Owner, the Affiliates and their respective Personnel and is effective whether or not there is a legally binding contract between any of those persons and the Minor.

Parent/Guardian to complete ENTIRE section - Signed sealed and delivered by:

SIGNATURE: _____ PRINT NAME: _____ DATED: _____

ADDRESS/CITY/STATE: _____

PHONE NUMBER: _____

USE OF THE CIRCUIT

- 1 The Activities set out in the Schedule shall be the only activities permitted and conducted at the Circuit by the User.
- 2 The User's right to carry out the Activities at the Circuit does not include any rights to film or broadcast still or moving pictures (all called Film Activities) on or from the Circuit, and the User must not do so unless the Film Activities are specifically authorised in writing by the Operator. The User acknowledges that the Operator enters into various sponsorship and signage agreements from time to time for sponsorship both of the Circuit generally and of events at the Circuit, and for signage at the Circuit, and the Operator will suffer loss and damage (including loss of these opportunities) if film or video taken at or broadcast from the Circuit is digitally altered to remove or replace existing signage or to impose signage or advertising to give the visual appearance that the signage or advertising is physically located on the Circuit or is allowed or endorsed by the Operator. The User agrees that the potential extent of damage to the Operator by a breach of this Condition justifies the Operator in seeking injunctive relief.
- 3 The User shall comply with the Circuit Regulations and with any lawful direction given by the Operator. If the Operator, acting reasonably, considers the behaviour or activities of the User at the Circuit to be unacceptable, the Operator may direct the User to leave the Circuit without any liability to compensate the User in any way and, if the User fails to leave immediately, may eject the User.
- 4 The User shall not enter upon any Restricted Area at the Circuit except during the periods specifically authorised by the Operator and further shall only enter upon the Racetrack for the purposes of driving a Motor Vehicle in the normal course of track work.
- 5 The User warrants that:
 - (a) the User holds the drivers licence or motorcycle licence and (where specified on the front page of this document) the Motorsport Australia or Motorcycling Australia licence, details of which are on the front page, and that the licence(s) is/are current;
 - (b) the User is 18 years or older; and
 - (c) the User's Motor Vehicle is in a roadworthy and safe condition for use at the Circuit.

RISK WARNING

- 6 The User acknowledges that:
 - (a) motor racing and the Activities are dangerous, and accidents can happen;
 - (b) other persons may be using the Racetrack and the Circuit generally at the same time as the User;
 - (c) the User's presence at the Circuit may expose the User to danger of death or injury from incidents or situations caused by, created or contributed to by the User or by other persons or by the nature of the activities conducted at the Circuit;
 - (d) the Owner and Operator make no representation or warranty that the Activities can be conducted safely on the Racetrack and the User is responsible for making the User's own assessment of the suitability of the Racetrack for the Activities and the User's participation in the Activities and must take all necessary precautions for the User's own safety and the safety of other participants in the Activities and other persons present at the Circuit;
 - (e) subject to any other express term set out in this document, no representation, condition or warranty (express or implied) other than any imposed at law and not capable of being excluded by these terms and conditions has been made or given by the Operator to the User in respect of the Circuit or in respect of any goods or services supplied in connection with the Activities; and
 - (f) the User shall enter upon and use the Circuit entirely at the User's own risk.

LIMITATION OF LIABILITY - GENERAL

- 7 (a) To the fullest extent permitted by law, the User hereby releases and discharges the Operator, the Owner, the Affiliates and their respective Personnel in respect of any Loss whatsoever and howsoever suffered, incurred or made at any time by the User arising in any way whatsoever from or in connection with the Activities or the User's presence at the Circuit.
- (b) Condition 7(a) does not exclude or modify any term, condition, warranty or statutory right which may be implied or which may otherwise apply by operation of custom, law or statute (including by the Competition and Consumer Act 2010 (Cth), the Australian Consumer Law (Victoria) or the Australian Consumer Law and Fair Trading Act 2012 (Vic)) if to do so would contravene that law or make any part of condition 7(a) void.
- (c) In addition to the above, to the extent permitted by law, the User hereby excludes, releases and forever discharges the Operator, the Owner, the Affiliates and their Respective Personnel from any liability for Loss arising in any way whatsoever from or connected with the negligence of the Operator, the Owner, the Affiliates and their Respective Personnel.

LIMITATION OF LIABILITY - RECREATIONAL SERVICES

- 8 Where the User is being supplied with recreational services, then in addition to and without limiting the limitation of liability in condition 7, to the extent permitted by the law the User hereby releases and discharges the Operator, the Owner, the Affiliates and their respective Personnel in respect of any Loss whatsoever and howsoever suffered, incurred or made at any time by the User where that Loss arises from:
 - (a) death;
 - (b) physical or mental injury of an individual (including the aggravation, acceleration or recurrence of such an injury of the individual);
 - (c) contraction, aggravation or acceleration of a disease of an individual; or
 - (d) coming into existence, aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to an individual that is or may be harmful or disadvantageous to the individual or community or that may result in harm or disadvantage to the individual or community,however it may be caused and even if caused by negligence or lack of due care and skill (other than reckless conduct) of the Operator, the Owner, the Affiliates or their respective Personnel, arising in any way whatsoever in connection with the supply of recreational services to the User. In this provision, "reckless conduct" means conduct of the person being released where that person is aware, or should reasonably have been aware, of a significant risk that the conduct could result in personal injury to another person and which that person engages in despite the risk and without adequate justification. The release in this condition 8 is intended to exclude the User's rights under Subdivision B of Division 1 of Part 3-2 of the Australian Consumer Law and all other rights which may legally be excluded.

WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012

If you sign this form, you will be agreeing that your rights to sue the supplier under the Australian Consumer Law and Fair Trading Act 2012 are excluded, restricted or modified in the way set out in this form, if you are killed or injured because the services provided were not in accordance with the statutory guarantees outlined below.

Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to you-

- are rendered with due care and skill; and
- are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
- might reasonably be expected to achieve any result you have made known to the supplier.

In accordance with section 22 of the Australian Consumer Law and Fair Trading Act 2012, the exclusion of these statutory guarantees is brought to your attention by this form.

NOTE: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. Gross negligence, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the Australian Consumer Law and Fair Trading Regulations 2022 and section 22(3)(b) of the Australian Consumer Law and Fair Trading Act 2012.

For the purposes of these terms and conditions, "the supplier" shall mean and include the Operator, the Owner, the Affiliates, and their respective Personnel. The User acknowledges that the supply of the right of use of the Circuit and other services under this document constitutes "recreational services" (being:

- (a) A sporting activity or similar leisure time pursuit; or
- (b) An activity that:
 - (i) Involves a significant degree of physical exertion or physical risk; and
 - (ii) Is undertaken for the purposes of recreation, enjoyment, or leisure).

INDEMNITY

- 9 To the fullest extent permitted by law, the User indemnifies and holds harmless the Operator, the Owner, the Affiliates and their respective Personnel in respect of all and any Loss whatsoever or howsoever suffered or incurred by the Operator, the Owner, the Affiliates or their respective Personnel to the extent arising in any way whatsoever from or in connection with the User's involvement in the Activities or the User's presence at the Circuit.

CONSUMER GUARANTEES

- 10 Other than under clause 8, if a consumer guarantee applies to the User as a "consumer" under the Australian Consumer Law (ACL) or equivalent applicable legislation which cannot be excluded or limited, the limitation of liability set out in this document will be subject to, and will not apply to the extent that it limits or excludes, such protections and consumer guarantees applicable to consumers. However where the ACL (or equivalent applicable legislation) permits the Operator or the Owner to limit the remedies available to a consumer for a breach of a consumer guarantee, the User acknowledges and agrees that the Operator and the Owner are entitled to limit the remedies available to the User, at the Operator or the Owner's option, in the case of goods, to the repair or replacement of the goods, the supply of equivalent goods or the payment of the cost of having the goods repaired or replaced or having equivalent goods supplied and, in the case of services, to supplying the services again or paying the cost of having the services supplied again.

OBLIGATIONS OF THE USER

- 11 The User shall not cause any damage to the Circuit (including any buildings or fittings on the Circuit) during the User's use of the Circuit and shall leave the Circuit in a clean and safe condition (and fair wear and tear is not excepted).
- 12 Any Motor Vehicle deemed by the Operator (acting reasonably) to exceed the Operator's permitted noise levels for an Activity may be barred from using the Circuit and shall be withdrawn immediately by the User and the Operator shall have no liability to compensate the User in any way.

PERSONAL INFORMATION

- 13 The Owner and Operator (we, our, us) collect personal information from Users completing the front of this form and during the course of Activities engaged in by the Users. The information collected includes the details provided on the front of this form. In the course of your participation in Activities, we may also collect photographs and electronic images (including, but not limited to, moving images). The information you provide is collected by us for the purpose of ensuring that we have a record that you have accepted these terms and conditions (which acceptance may be used in any future legal proceedings) as well as providing you with products and services, conducting research, marketing and promotional activities (including as set out in clause 14), business processing activities, contract and event management, legal investigations and responding to your enquiries. If you do not provide the information requested (or do not consent to its collection), we may elect not to permit you to participate in Activities at the Circuit. We may share information about you with third parties including, but not limited to, WorkSafe Victoria, law enforcement agencies, event promotion consultants and service providers for the purposes referred to above. Other than pictures and recordings for promotional purposes as set out in clause 14, we are not likely to disclose the information to overseas recipients. We will not send promotional and marketing material to you if you ask us not to by selecting the unsubscribe option where applicable or by calling us or emailing us. You can refer to our Privacy Policy on our website www.phillipislandcircuit.com.au. The Privacy Policy contains more information about your right to access and seek the correction of the information we hold about you or to complain about a breach of the Australian Privacy Principles and how we will deal with such a complaint. Alternatively, you may direct any queries you may have in relation to the Privacy Policy or the use of information about you to PI Operations Pty Ltd, RMB 500GP, Cowes, Victoria, 3922 or email info@phillipislandcircuit.com.au, phone +61 3 5952 2710 or fax +61 3 5952 3160.
- 14 The User consents to the Owner and Operator using the User's name, likeness, image and/or voice (including photograph, film or other recording) in any media for an unlimited period without remuneration for the purpose of promoting the Circuit and other events at the Circuit.

COMPLIANCE BY USER'S ASSOCIATES

- 15 The User shall ensure that all persons at the Circuit who are accompanying the User or were invited by the User (including persons assisting the User in connection with the Activities) comply with the terms of this document as if each reference in this document to the User were also a reference to those persons.

DEFINITIONS

- 16 In this document:
 - Activities** means the activities referred to in the Schedule to the front page of this Form.
 - Affiliates** means related entities of the Operator and includes PI Visitor Centre Pty Ltd ACN 108 623 043, PI Graydens Pty Ltd ACN 108 623 070, PI Sunrise-McGuigan Pty Ltd ACN 108 623 089, Linfox Property Group Pty Ltd ACN 058 015 642 and Fox Group Holdings Pty Ltd ACN 058 015 777.
 - Australian Consumer Law** means Schedule 2 of the *Competition and Consumer Act 2010* (Cth).
 - Circuit** means the Phillip Island Grand Prix Circuit, including its land, buildings, track, roads, infrastructure, facilities and equipment including common areas.
 - Circuit Regulations** means the regulations governing the hire of the Circuit, as amended from time to time, current copies of which are available upon request.
 - Loss** means loss, damage, liability, costs, injury (including death), charges and expenses of any kind whatsoever (including economic loss) whether arising under statute, from negligence, personal injury, death, property damage or infringement of third party rights or otherwise.
 - Motor Vehicle** includes motorcars or motorcycles.
 - Operator** means PI Operations Pty Ltd and its Personnel (except other users on the day of the User's access to the Circuit).
 - Owner** means PI Circuit Pty Ltd and its Personnel (except other users on the day of the User's access to the Circuit).
 - Personnel** means the officers, employees, agents, contractors, consultants, volunteers and invitees of an entity.
 - Racetrack** means the racing track situated at the Circuit.
 - Restricted Areas** means those areas of the Circuit designated by the Operator from time to time to be subject to access controls and requirements to be complied with by the User and includes the Racetrack, all pit areas, all areas in field of the Racetrack (except the fenced area at the rear of the pit area), all areas from the edge of the Racetrack to the first line of spectator fencing and all other areas fenced off and signposted "Restricted Area".
 - User** means the person noted on the Schedule on the front page of this Form.Where any form of the word "include" is used, it is to be read as if followed by the words "without limitation".

To the extent necessary to enable any person who is not a party to this document to enforce a release or indemnity in this document in favour of that person, the Operator holds the benefit of the release and indemnity both in its personal capacity and on trust for each such person. However, only the Operator is entitled to agree to a variation to the terms of any release or indemnity.

Any provision of these terms and conditions which is prohibited by law or unenforceable must be read down so as to give it as much effect as possible. If it is not possible to give the provision any effect at all, then it must be severed from the rest of the terms and conditions. That does not invalidate the remaining terms and conditions.