

## CONDITIONS OF TICKETING & ENTRY

### General

1. Your entry to the Moonee Valley Racing Club Inc. ("**MVRC**") racecourse (including the car park) located at McPherson Street, Moonee Ponds ("**Racecourse**") is subject to these terms and conditions of entry ("**Conditions**").
2. It is your responsibility to inform yourself of these Conditions. By entering the Racecourse, or possessing a ticket for entry to the Racecourse, you are deemed to have accepted and understood as binding on you these Conditions and any accompanying risks, obligations and responsibilities.

### Conditions of Entry

3. The MVRC reserves the right to refuse entry to or remove any person from the Racecourse.
4. Unaccompanied minors (under 18 years of age) are not permitted entry to the premises except where engaged by MVRC under a contract of employment or services, or licensed by Racing Victoria Ltd to undertake work relating to horse racing such as a jockey and strapper. Minors may only enter the premises in the company of a responsible adult. A "responsible adult" is any one of more of the minor's parent, step-parent, guardian, grandparent, spouse or a person who is acting in place of a parent and who could reasonably be expected to exercise responsible supervision of the minor.
5. To ensure compliance with clause 4, MVRC and/or its authorised representatives or contractors may at any time:
  - (a) refrain from making concession tickets to the Racecourse available for purchase on the internet; and
  - (b) conduct identification checks for patrons purchasing a concession ticket, purchasing alcohol within the Racecourse or seeking to place a bet at a tote or on an electronic betting terminal.
6. If you bring minors to the Racecourse, you are responsible for the care, conduct and supervision of those minors at all times and must keep those minors within your sight at all times.
7. MVRC prohibits certain goods from being brought into the Racecourse. A current list of these goods is listed in the attachment headed "**Prohibited Goods**". MVRC reserves the right to add to or change this list at any time.
8. You must immediately comply with all laws and any reasonable directions given to you by MVRC, its representatives or Racing Victoria Limited Racing Officials, including any emergency evacuation or procedure or any other occupational health and safety requirement. MVRC may search you and any goods in your possession or control to determine whether you have complied with clause 7.

### Course Conditions

9. MVRC prohibits certain behaviour, conduct and activities at the Racecourse. A current list of the prohibited behaviour, conduct and activities is listed in the attachment headed "**Prohibited Behaviour, Conduct and Activities**". MVRC reserves the right to add to or change this list at any time.
10. You are responsible for your own property (including, without limitation, any motor vehicle) and MVRC will not be liable for loss, damage to or theft of any property brought to the Racecourse.
11. It is unlawful for minors under 18 years of age to purchase alcohol or to gamble, and minors are prohibited at all times from doing so at the Racecourse.

### Conditions of Ticketing

12. No admission tickets will be issued until full payment is received and all funds cleared.
13. MVRC does not accept any responsibility for lost or stolen admission tickets.
14. You must keep a record of the printed number on each ticket. If tickets are lost or stolen prior to the day of the event, the MVRC will replace the lost or stolen tickets on supply to it of the printed number on the lost ticket.

15. You must make arrangements to collect replacement tickets from the MVRC prior to the event.
16. For all tickets you receive or purchase, you must comply, and ensure that each subsequent holder of the tickets complies, with these Conditions.
17. MVRC will refuse entry on presentation of photocopied tickets, unless this is in accordance with a MVRC approved arrangement for the distribution of tickets.
18. Unless you hold an appropriate admission ticket for entry to a reserved area (including, without limitation, members' areas and corporate marquees) or a ticket for a reserved seat, you must not enter a reserved area or occupy a reserved seat.
19. If you hold an admission ticket for entry to a reserved area (including, without limitation, members' areas and corporate marquees) or a ticket for a reserved seat, you must not enter a reserved area or occupy a reserved seat other than the area or seat indicated on your admission ticket.
20. In the event that duplicate copies of tickets are detected MVRC reserves the right to refuse entry to all persons bearing tickets with the same number.
21. If you obtain a ticket other than from MVRC or its authorised ticket agency, your ticket may be counterfeit. You may be refused entry to, or removed from, the Racecourse where you are in possession of a counterfeit ticket.

#### **On Selling**

22. You are not permitted to sell or on-sell your ticket (by any means) without the prior written approval of MVRC, including but not limited to use for advertising, promotion or other commercial purposes, such as giveaways, trade promotions or competitions.
23. The holder of a ticket which has been offered for re-sale, or which has been purchased by way of on-sale without MVRC's approval, may be refused entry or removed from the Racecourse.

#### **Cancellation, Refund Policy & Conditions**

24. The schedule for any horse racing event ("**Event**") held at the Racecourse and the proposed format for its conduct are subject to change.
25. If an Event is cancelled before the scheduled commencement time, it may be rescheduled, and you will be offered an admission ticket to the rescheduled Event or a refund of the cost of your admission ticket.
26. If you experience a change in personal circumstances and are unable to attend the Event, then upon application MVRC may provide you with a complimentary ticket/s of an equivalent value to an upcoming race meeting. If requested, MVRC may provide you with a refund. This will be determined at MVRC's sole discretion on a case by case basis and only if reasonable notice is provided.
27. If an Event is cancelled after it has commenced but before the feature race for that day has been conducted, then you may choose between receiving a ticket to the rescheduled event or a prorated refund based on the portion of the races at the Event which have not taken place.
28. If an Event is cancelled after it has commenced and after the feature race, then, upon application, you will be offered a complimentary ticket to a standard race meeting.
29. You will only be provided a refund if you can produce and return to the MVRC your admission ticket. In some cases, the MVRC (in its sole discretion) may require proof of purchase.

#### **Liability and Indemnity**

30. There are certain risks associated with your attendance at the Racecourse. This includes the possibility of an accident causing death, injury, damage or loss of property and harm caused as a result of an incident involving or arising from the movement of horses, the consumption of alcohol or the behaviour or conduct of other patrons. Furthermore, MVRC makes no representations regarding the weather conditions, shelter at the Racecourse or your level of comfort while at the Racecourse.

31. Under Victorian and Commonwealth consumer protection legislation, MVRC provides you with certain non-excludable and unlimited warranties, including that MVRC will provide its services to you with due skill and care.
32. You indemnify and agree to keep indemnified MVRC and its employees, contractors and agents against any liability for any claim, loss (including pure economic loss), damage, costs and expenses arising from your acts or omissions at the Racecourse.
33. MVRC's liability to you is limited to any loss or damage caused by MVRC's negligent acts or omissions or as a result of a breach by MVRC of the statutory implied warranties referred to in clause 31.
34. Under no circumstances whatsoever will MVRC accept liability for any loss suffered by you as a result of the cancellation or postponement of any Event held at the Racecourse or for any expectation damages associated with your attendance at the Racecourse, including without limitation, damages on the basis of loss of chance or opportunity.

#### **Use of Images and Material created at the Racecourse**

35. You acknowledge that you may be filmed, televised, photographed and otherwise recorded by MVRC and its authorised representatives while at the Racecourse. MVRC owns all rights in these images and material, including without limitation intellectual property rights, and has the right to reproduce, use or license the use of these images and material as it sees fit without your further approval being required.
36. A person may only take images of activities at the Racecourse for personal use and must not make available any images for public advertisement, display, commercial exploitation, sale, broadcasting, or distribution by any person by any means without MVRC's prior written approval, which may be withheld or subject to conditions (including the payment of money) at MVRC's absolute discretion.
37. Where the Club or Racing Victoria Limited Stewards ("**Stewards**") reasonably suspect images are being taken for non-personal use, the person taking the images may be liable to immediate removal from the Racecourse at the direction of the Club or Stewards.
38. You acknowledge and agree that any video recordings, films, still pictures, photographs or any other images taken by you at or in the Racecourse that breach these Conditions:
  - (a) must not be publicly or privately uploaded to any internet website, social media page or any other forum; and
  - (b) must be immediately destroyed and may be destroyed by MVRC or its authorised representatives in its or their sole and absolute discretion.
39. You acknowledge and agree that you consent to:
  - (a) MVRC pleading this clause 39 of the Conditions as a bar to the conduct specified in clause 38(a); and
  - (b) any and all attempts by MVRC to have any offending video recordings, films, still pictures, photographs or other images removed from any place of publication, including but not limited to public and private social media pages.

#### **Breach of Condition**

40. MVRC may prohibit you from entering or expel you from the Racecourse using reasonable force if it considers you are in breach of a Condition or if it considers that you are intoxicated or under the influence of illicit substances, in possession of a prohibited substance or acting in a manner detrimental to the enjoyment of other patrons.
41. MVRC reserves the right in its sole discretion, without otherwise limiting the rights available to it under these Conditions or at law, to:
  - (a) prohibit entry to the Racecourse to ensure compliance with these Conditions;
  - (b) expel you from the Racecourse;

- (c) search any person to determine whether you have a prohibited good and require you to surrender and confiscate any goods in contravention of these Conditions and retain or dispose of such goods;
- (d) confiscate or cancel your admission ticket without refund;
- (e) report you to an appropriate law enforcement body; and
- (f) impose any other lawful penalty it deems appropriate.

### **Privacy**

42. MVRC collects your personal information to operate the Racecourse, conduct the Event, provide you with services and to enhance security and protect the safety of patrons of the Racecourse (including through surveillance equipment such as security cameras). The personal information you have provided to MVRC is collected, used and disclosed in accordance with the MVRC Privacy Policy (available from <https://www.thevalley.com.au/privacy-policy>). MVRC may share your personal information with third parties such as its ticketing agency and other companies engaged to carry out functions and activities on MVRC's behalf, including direct marketing, companies MVRC engages to operate rewards and loyalty programs or otherwise in accordance with MVRC's Privacy Policy. Your information is not generally disclosed overseas. MVRC's Privacy Policy contains information about how you may access and request correction of your personal information and provides information about how a complaint will be dealt with by MVRC. If you do not wish to receive promotional material from MVRC, MVRC's sponsors or third parties, you must advise MVRC by email or telephone or via the specific opt-out procedures in the relevant communication.

### **Medical Treatment**

43. If you suffer any injury or illness, you agree that a representative of MVRC may provide or facilitate evacuation, first aid and/or medical treatment at your expense and that your acceptance of these Conditions constitutes your consent to such evacuation, first aid and/or medical treatment. You agree to reimburse MVRC for any costs or expenses incurred in providing such medical treatment.

### **Unauthorised Promotion**

44. You must not, without the written authorisation of MVRC, represent in any way, including by advertising material, statement or inference, that:
- (a) you are a sponsor or affiliate of, or in any other way connected with, the Event or a feature race; and
  - (b) MVRC has approved of, or supports in any other way, any goods or services offered for sale or supply by you.
45. If MVRC reasonably believes that any advertising material that has been brought into the Racecourse or is displayed in or at the Racecourse makes a representation in contravention of this clause, MVRC or its authorised representatives may:
- (a) remove, obliterate, conceal or dispose of the advertising material; or
  - (b) direct a person whom MVRC reasonably believes is responsible for bringing in or displaying the advertising material to do any of the things specified in subclause (a).

### **General**

46. You acknowledge and agree that any part of these Conditions that contravenes the law of Victoria or Australia will not be enforceable, but that such conditions (or parts thereof) are severable and do not invalidate the remaining clauses of these Conditions.
47. These Conditions are governed by the laws of the State of Victoria, Australia and you agree to submit to the exclusive jurisdiction of the courts of Victoria.

**SCHEDULE 1**  
**Prohibited Goods**

1. liquor or any alcoholic beverages
2. glass objects
3. cans
4. opened beverage containers or those with the manufacturer's seal broken
5. drink coolers, ice boxes or eskies
6. firearms, knives or any other implement that may be used as a weapon or used in a way which affects the safety of those in the Racecourse, damages property, or interferes with the comfort of patrons at the Racecourse
7. a "dangerous article", "prohibited weapon" or "controlled weapon" each within the meaning of those terms as defined in the *Control of Weapons Act 1990* (Vic)
8. flares, distress signals including pyrotechnic devices, rockets and smoke generators
9. or other explosives or flammable good or equipment
10. laser lights or laser pointers
11. drones or similar unmanned aerial vehicles or surveillance devices
12. musical instruments
13. whistles and loud hailers, horns, bugles, vuvuzelas
14. a flag or banner larger than one metre by one metre or with a handle longer than one metre
15. rollerblades, skateboards, hoverboards or scooters
16. torn up paper, confetti, rice or streamers
17. sporting goods such as footballs, soccer balls or tennis balls
18. folding or camp chairs, lounges, benches, stools or tables
19. animals excluding racehorses entered into events at the Racecourse or authorised accompanying ponies and an animal used for your assistance if you are blind, deaf or otherwise have a disability
20. dangerous goods as defined in the *Dangerous Goods Act 1985* (Vic)
21. except if authorised by MVRC, any item you intend (or such quantities of the item from which MVRC can reasonably infer that you intend) to distribute, sell, offer or expose for sale
22. any item bearing any image, slogan or text that is indecent, discriminatory, obscene, insulting or threatening, as determined by MVRC in its sole discretion
23. except if authorised by MVRC, public address systems, electronic equipment, broadcast equipment or similar device that may interfere with the broadcast equipment or similar devices being used by MVRC
24. any item the possession of which does not have an ordinary and reasonable use by a person within the Racecourse
25. any other objects, device or substance that may be used to deface or damage any part of the Racecourse or which, in the opinion of the MVRC, has the potential to cause injury, offence, embarrassment or disturbance to any other person

## **SCHEDULE 2**

### **Prohibited Behaviour, Conduct & Activities**

You must not, in or around the Racecourse engage in the following prohibited behaviour, conduct and activities.

1. Litter
2. Throw or attempt to throw objects
3. Hinder or obstruct, or attempt to hinder or obstruct, a horse, jockey or trainer
4. Advertise, offer or expose for sale any goods or articles or bring any goods, articles, utensils or appliances which you intend to advertise, offer or expose for sale
5. Possess, use or attempt to use a prohibited item (see **Prohibited Goods**)
6. Except if authorised by MVRC, provide any services for fee, gain or reward, collect or attempt to collect money, distribute advertising matter, play musical instruments, use any audio or broadcasting equipment or a camera for commercial purposes
7. Post, stick or place or attempt to post, stick or place any printed material on any part of the Racecourse without the prior written consent of MVRC
8. Block any thoroughfare including, without limitation, any stairs, steps, aisle, gangway, overpass, underpass, bridge, passage, entry or exit
9. Climb any tree, flagpole or other fixture
10. Set off any firework
11. Dig up or disturb the surface of any road or other land including the race track
12. Fail to comply with a reasonable request or direction given by MVRC or its authorised representatives for the purpose of securing good order and management and enjoyment of the Racecourse, or any part of the Racecourse
13. Misuse, deface, damage, remove from the Racecourse or tamper with or attempt to misuse, deface, damage, remove from the Racecourse or tamper with any building, animal, plant, structure, signage, equipment or thing
14. Inflate, or cause to inflate, any item or good
15. Systematically collect or pick up used betting tickets discarded by others (other than as part of the authorised rubbish collection)
16. Use indecent or obscene language or threatening or insulting words, or otherwise behave in a provocative, disorderly, threatening, abusive, riotous, unsafe, indecent or insulting manner or act in a manner detrimental to the enjoyment of other patrons.
17. Behave in any manner that unduly interferes with the amenity of the Racecourse or the enjoyment of the Event by patrons, or causes serious alarm or affront to a person by disorderly conduct
18. Use a loud speaker, public address system or other broadcast device
19. Operate or use any electronic device or audio equipment to broadcast sound or video at a volume likely to cause a nuisance to another person or to unduly interfere with the amenity of the Racecourse
20. Busk
21. Interfere with, obstruct or hinder any employees, agents or contractors of MVRC in the exercise of his or her powers, functions or duties
22. Disrupt or attempt to disrupt, or behave in a manner that may disrupt or interrupt the Event, any horse race or activity relating to the Event or a particular horse race

23. Deliberately obstruct the view of any other person seated in a seat in the immediate vicinity
24. Conduct entertainment without the prior written consent of MVRC
25. Engage or participate in any conduct, protest or demonstration that may disturb or offend others or which may disrupt or hinder proceedings
26. Use photographic, video or audio recording equipment in areas where such use is prohibited
27. Make, record or transmit or attempt to make, record or transmit any form of still or moving film or sound recording or digital or analogue image of any part of the Event or a horse race other than for the private enjoyment of the person making, recording or transmitting it, without the written authorisation of MVRC
28. Communicate information relating to estimated or actual betting odds by any means to any person not on the Racecourse.
29. Conduct surveys or opinion polls, solicit money, donations or subscriptions from patrons, without the prior written consent of MVRC
30. Smoke in areas nominated by MVRC as no-smoking
31. Enter the non-public access areas of the Racecourse, including the physical racetrack, stalls or any area which is cordoned off or to which signage prohibits entry
32. Obstruct a person in the performance of the person's work or duties in relation to the Event or administration of the Racecourse
33. MVRC adopts a responsible service of alcohol policy. A person under the age of 18 years must not attempt to obtain admission onto the licensed areas of the Racecourse, unless accompanied by a parent or guardian. You must not supply underage patrons with alcohol.

### SCHEDULE 3 Car Parks

The following conditions apply when you enter, leave or use the Car Parks at the Racecourse or any of our venues.

In these conditions references to:

- (a) **"Car Parks"** mean the car parks controlled by or on behalf of MVRC and used for the parking of vehicles or other purposes, including public car parks and unreserved car parks, or any car parks designated as such by MVRC from time to time;
  - (b) **"Conditions"** mean the MVRC 'Conditions of Ticketing and Entry' available at <https://www.thevalley.com.au/terms-and-conditions>;
  - (c) **"we", "us"** and **"our"** means Moonee Valley Racing Club Inc. (ABN 45 806 588 917), its employees, agents, and independent contractors;
  - (d) **"you"** means the person using, or intending to use the Car Park;
  - (e) **"your vehicle"** includes a vehicle driven, or intended to be driven, by you into the Car Park; and
  - (f) capitalised terms not otherwise defined have the same meaning as that given to them in the Conditions.
1. By entering the Car Park, you are deemed to have accepted these Conditions of Entry and Parking ("**Parking Conditions**") and the Conditions. These Parking Conditions prevail over the Conditions to the extent of any inconsistency.
  2. You drive, park and leave your vehicle in the Car Park subject to these Parking Conditions and the Conditions, at your own risk and you remain responsible for your vehicle and any property in or on it at all times.
  3. We may refuse entry to the Car Parks to any vehicle or person.
  4. You must display the correct ticketing at all times.
  5. We are not liable, except to the extent required by law, for:
    - (a) any theft, loss, or damage whatsoever to any vehicle, its accessories, or its contents,
    - (b) any death or injury of any person,while you, your vehicle or your property are in the Car Park or while you are entering or leaving the Car Park.
  6. Vehicles entering the Car Park must comply with:
    - (a) all applicable Victorian and Commonwealth laws;
    - (b) all signs and directions contained in the Car Park; and
    - (c) all reasonable directions and requests made by us from time to time.
  7. You must park within the boundaries of one bay.
  8. You must not obstruct any persons or other vehicles or access to them.
  9. We may, at your expense, move or remove your vehicle if, in our opinion, it is parked in an unauthorised or unsafe position, is unregistered or appears to be abandoned, and if we move your vehicle, these conditions continue to apply.

10. We reserve the right to retain your vehicle, and all goods in or attached to the vehicle, as security for any money which you owe us under these Parking Conditions. If you fail to pay any money you owe us, we may sell your vehicle in accordance with all applicable legislation.
11. Failure to comply with these conditions may result in the issue of a parking infringement notice and you will be liable for the payment of penalties.