

CONDITIONS OF ENTRY TO CAMPING GROUNDS PHILLIP ISLAND GRAND PRIX CIRCUIT

Entry to and presence at the camping grounds (**Camping Grounds**) for the MotoGP[™] Guru by Gryfyn Australian Motorcycle Grand Prix 2023 (**Event**) by any person (**Patron**) is subject to the following Australian Grand Prix Corporation (**AGPC**) conditions which shall be read in conjunction with the Attendance Conditions (including, without limitation, the release contained in Conditions 3 - 4 of the Attendance Conditions for the Event) (together the **Conditions of Entry to Camping Grounds**). By entering the Camping Grounds, Patrons are deemed to have accepted and understood as binding on them, all of these Conditions of Entry to Camping Grounds and any accompanying risks, obligations and responsibilities.

Entry

- 1. In order for a Patron to gain entry to the Camping Grounds, the Patron must purchase a ticket to the Camping Grounds (**Campground Ticket**) prior to arriving at the Circuit and display a colour coded non-transferable wristband (**Campground Wristband**). Each Patron must purchase a Campground Wristband prior to the Event (through the "person add on" function when purchasing a Campground Ticket via <u>www.motogp.com.au</u>), which will be mailed out. Campground Wristbands purchased within 45 days of the Event will not be mailed out and must be collected from the Campground Ticketing Office. Note that the Campground Wristband does not grant the Patron access to the Phillip Island Grand Prix Circuit (**Circuit**) and a valid ticket must be purchased as a requirement for Circuit entry.
- 2. In order for any registered passenger car (Vehicle) to gain entry to the Camping Grounds, the Vehicle must display a colour coded vehicle campground permit on the passenger side of the Vehicle windscreen (Vehicle Campground Permit). Vehicle Campground Permits are purchased prior to the Event (via www.motogp.com.au) and will be mailed out when purchasing a campground site. Vehicle Campground Permits purchased within 45 days of the Event will not be mailed out and must be collected from the Campground Ticketing Office. Each Patron within the Vehicle must have a Campground Wristband. Note that the Vehicle Campground Permit does not grant access to the Circuit and a valid ticket must be provided as a requirement for Circuit entry.
- 3. Patrons may bring the following items into the Camping Grounds:
 - a. subject to Condition 17 below, tents, marquees and other temporary structures used solely for camping purposes (**Tents**);
 - b. subject to Condition 18 below, barbeques;
 - c. where the Camping Ground is a designated car access camping ground, one Vehicle per site (with additional Vehicles permitted to park in overflow parking for a fee);
 - d. subject to Condition 19 below, generators;



- e. subject to Condition 20 below, gas bottles; and
- f. firewood for personal use only, provided that each piece of firewood is pre-split and is no longer than 500mm in length and the total amount of firewood per Patron does not occupy an area of greater than 1 square metre.
- 4. Where a Campground Ticket allocates a Patron to a particular site within the Camping Grounds (**Campsite**), a Patron must only camp within that allocated Campsite as directed on the Campground Ticket. If a Patron camps outside of their allocated Campsite, the Patron will be required to move their belongings to within their allocated Campsite.
- 5. The Patron acknowledges and agrees that they are responsible for their own property and, to the maximum extent permitted by law, AGPC will not be liable for any loss or damage to any property brought into the Event (which includes the Camping Grounds).
- 6. There is no cloaking available at the Event (including the Camping Grounds) for prohibited items.
- 7. An AGPC representative or any third-party contractor (in its absolute discretion) can refuse the service of alcohol to any Patron in accordance with its responsible service of alcohol obligations under the *Liquor Control Reform Act 1998* (Vic).

Prohibited items

- 8. Without limiting any provision of the *Major Events Act 2009* (Vic), Patrons must not, without the prior written consent of AGPC, have in their possession in the Camping Grounds, or bring into the Camping Grounds, any of the following items:
 - a. any illegal substances;
 - b. any alcoholic beverages (unless purchased at the Event);
 - c. any glass bottles or containers (except glass jars containing 300 grams or under of vegemite, jams or food preservatives);
 - d. any clothing bearing any racist, indecent or obscene language or images, or clothing that is intimidating to other Patrons such as outlaw motorcycle club colours;
 - e. any prohibited weapons or controlled weapons within the meaning of the *Control* of Weapons Act 1990 (Vic) or any dangerous goods;
 - f. item or possession (including obscene or inappropriate items or possessions) of which does not have an ordinary and reasonable use by a Patron at the Event and which may be used to damage or deface property, buildings or any part of the area used for the Event (including without limitation any spray paint), disrupt or interrupt the Event, hinder, obstruct or interfere with any rider or driver taking part in the Event, adversely affect public safety, excavate any part of the area used for the Event or erect any structure;
 - g. any animal, other than an assistance animal;



- h. any item, including any metal flag or banner pole, any extendable flag or banner pole longer than 1 metre, or any flag or banner, used or to be used in contravention of Condition 9(j);
- i. any whistle, loud hailer, public address system, electronic or other broadcast device or any other device which may interfere with electronic or radio communications or broadcasting signals and equipment used by AGPC, or other persons authorised by AGPC, in connection with the Event;
- j. where the Camping Ground is a designated motorcycle only access camping ground, any Vehicle or other vehicle other than a registered motorcycle, except for the purposes of unloading and loading, for which there will be a 30 minute time limit. For the avoidance of doubt, motorcycles may only enter and remain in the Camping Grounds if they are registered and carry all compulsory third party insurance as is required by applicable laws and regulations;
- k. any fireworks, flares, laser pointer or distress signals;
- I. any unmanned aerial vehicles, drone or unmanned aircraft;
- m. any item that the Patron intends (or such quantities of the item from which AGPC can reasonably infer that the Patron intends) to distribute, hawk, sell, offer or expose for sale; or
- n. any vehicle or transportation devices (registered or otherwise) including, without limitation, any motorcar, motorcycle, golf buggy, bicycle, scooter, skateboard, roller skates or roller blades, unless reasonably required to facilitate access to the Event for a person with a disability, health condition or impairment, or to the extent otherwise permitted by these Conditions of Entry to Camping Grounds.

Prohibited conduct

- 9. Patrons must not (without the express consent of AGPC):
 - a. pick any flower or injure or uproot any tree, shrub, flower or other plant or flora or disturb or interfere with any fauna;
 - b. climb or attempt to climb or remain on any tree;
 - c. post, stick or place or attempt to post, stick or place any poster, placard, bill, banner, print, paper or any advertising material on any building, structure, fence or tree;
 - d. distribute any printed or visual matter or distribute, display or promote any advertising or promotional material, samples of goods or services or any other matter or thing, without the prior written consent of AGPC;
 - e. distribute hawk, sell, offer or expose for sale any goods or services, or collect money or orders from Patrons for goods or services, without the prior written consent of AGPC;
 - f. misuse, deface, damage, remove from the Circuit or tamper with or attempt to misuse, deface, damage, remove from the Circuit or tamper with (without



limitation) any building, fence, Tent, seat, chair, table, rubbish bin, structure, vehicle, craft, truck, pipe, tap, tap fitting, fire extinguisher, conduit, electrical equipment, wiring or sign or excavate or cause to be excavated any part of the area used for the Event;

- g. block or obscure any thoroughfare including, without limitation, any stairs, steps, aisle, gangway, overpass, underpass, pontoon, bridge, passage, entry or exit or use any rope, bunting, poles, temporary fencing or other items or material to create raised or segregated viewing areas, or camping areas, within the Camping Ground;
- h. deposit litter, except in a receptacle provided for that purpose;
- i. throw or attempt to throw any stone, bottle or other projectile;
- j. cause any nuisance, interfere with any other person's property, behave in any manner that may disrupt or interrupt any race, Event or activity, distract, hinder or interfere with a driver of any vehicle or craft or interfere with the comfort of other Patrons or their enjoyment of the Event or cause unreasonable inconvenience to any Patron, official, employee of AGPC or any third party contractor;
- k. use indecent or obscene language or threatening or insulting words or otherwise behave in a threatening, abusive, riotous, indecent or insulting manner;
- I. urinate or defecate otherwise than in a toilet facility provided by AGPC;
- m. operate or use a loud hailer, public address system or other broadcast device;
- n. make excessive loud noise at all times, ensuring that there is no loud music or other loud activities conducted between the hours of 10:00 pm and 7:00 am;
- o. conduct public surveys or opinion polls, solicit money, donations or subscriptions from members of the public (unless with the written authorisation of AGPC);
- p. conduct entertainment (including busking) without a licence from AGPC;
- q. smoke in a designated no smoking area;
- r. allow any fire to be or become out of control;
- s. light any fire on a nominated Total Fire Ban day;
- t. ignite any flare or firework, explosive or smoke bomb;
- u. disrupt, interrupt or behave in any manner that may disrupt or interrupt any official, employee, contractor or volunteer of AGPC, other Patron, or any race, Event or activity;
- v. except to the extent otherwise permitted by these Conditions or as authorised by AGPC, use any vehicle or transportation devices (registered or otherwise) including, without limitation, any motorcar, motorcycle, bicycle, scooter, skateboard, roller skates or roller blades (unless reasonably required to facilitate access to the Event for a person with a disability, health condition or impairment) within the Camping Grounds, including, without limitation, on the Go-Kart track;



- w. enter the race track or any other restricted area (including the dam or waterway) without the authorisation of AGPC;
- x. enter or leave the Camping Grounds other than through a designated entrance/exit;
- y. set up on or use another site that is not their pre-allocated site on their access pass; or
- z. exceed the allocated space of their purchased site and/or encroach on another campground site.

Breach

- 10. The Patron acknowledges that, without prejudice to, and without limiting, any other rights which AGPC or any Authorised Person may have, if the Patron contravenes any of these Conditions of Entry to Camping Grounds (in the reasonable opinion of AGPC and/or an Authorised Person) AGPC may in its absolute discretion:
 - a. refuse the Patron entry to the Circuit for the Event, direct the Patron to leave the Circuit during the Event, cancel a Patron's Campground Ticket, require the Patron to surrender their Campground Wristband and/or prohibit the Patron from attending future Events;
 - b. require the Patron to surrender any object (including the prohibited items listed under Condition 8) brought into the Camping Grounds in contravention of these Conditions of Entry to Camping Grounds (including any vehicle or transportation device brought into or used within the Camping Grounds in contravention of these Conditions of Entry to Camping Grounds) to AGPC or an Authorised Person (**Confiscated Item**). Confiscated Items will be disposed of in the garbage and will not be stored by AGPC. Confiscated Items will not be returned to the Patron. AGPC takes no responsibility for Confiscated Items; and
 - c. take legal action against the Patron in connection with any contravention, including issuing a penalty under the *Major Events Act 2009* (Cth).

Authorised Person

- 11. AGPC or its representatives, or any person appointed as an authorised officer pursuant to the *Major Events Act 2009* (Vic) (**Authorised Person**) may, with reasonable cause, refuse entry to or direct any Patron to leave the Camping Grounds. Pursuant to the *Major Events Act 2009* (Vic), any Patron who has been directed to leave the Event (which includes the Camping Grounds) is prohibited from re-entering the Event for a period of 24 hours.
- 12. AGPC or an Authorised Person may, at any time, inspect any Vehicle, trailer, Tent or camping equipment, bag, basket or other receptacle or require a Patron to turn out their pockets, bag, basket or other receptacle.
- 13. Any consent given by AGPC or an Authorised Person may be revoked by AGPC or such Authorised Person at any time. If such consent is withdrawn, the Patron must



immediately remove or hand to AGPC or an Authorised Person the offending article or immediately leave the Camping Grounds through the nearest exit.

14. Patrons must comply with all reasonable directions of AGPC or its agents and any Authorised Person.

Children

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- 15. Children are eligible to camp at the Event for no cost, however they are required to wear a child's Camping Wristband, which will need to be collected from the Campground Ticketing Office prior to entering the Camping Grounds. A child is classified as anyone 14 years or under as at the time of the Event. AGPC reserves the right to make a reasonable assessment of a child's age for the purposes of determining their qualification for admission to the Event pursuant to a child's Camping Wristband, or otherwise, and AGPC's (or any of its representative's) assessment will be final and determinative. For the avoidance of doubt, AGPC (or its representatives) may refuse entry to any person claiming entitlement to a child's Camping Wristband referred to in this Condition whom they assess as not being qualified for any such child's Camping Wristband, and no refund will be claimable, however AGPC (or its representatives) may allow an upgrade at its (or their) discretion. Note that the child's Campground Wristband does not grant access to the Circuit and a valid ticket must be provided as a requirement for Circuit entry.
- 16. Patrons who bring children to the Camping Grounds are responsible for the care, conduct and supervision of those children at all times and must keep those children within sight at all times. Children may not be permitted to enter certain areas at the Event for safety reasons as determined by AGPC.

Tents/fires/generators

- 17. In respect of Tents brought into and used in the Camping Grounds, Patrons acknowledge and agree to the following:
 - a. no Tents may be erected which require occupancy permits;
 - b. no Tents may be erected prior to Camping Ground opening times (unless with the written authorisation of AGPC); and
 - c. Tents must be a reasonable size, must not exceed the dimensions of the allocated site and must be erected by Patrons themselves (third parties such as personnel representing tent hire companies will not be permitted access).
- 18. In respect of campfires lit and barbeques used in the Camping Grounds, Patrons acknowledge and agree to the following:
 - a. campfires must only be lit in either a container that properly contains the fire or in a trench that is no greater than thirty cm deep. The size of the fire must not exceed 1 metre in diameter;
 - b. all campfires must be kept at a reasonable and manageable size, and the ground and airspace within 3 metres of the fire must be clear;



- c. an adult (over the age of 18 years) must be in attendance at all times whilst the barbeque or campfire is alight;
- d. fires are not to be lit inside Tents or other structures; and
- e. naked flames such as candles are not permitted within Tents or other structures.
- 19. Generators for personal use are permitted in the Camping Grounds, subject to the following:
 - a. generators must not be operational between 10:00 pm and 7:00 am on any day;
 - b. an adult (over the age of 18 years) must be in attendance at all times when a generator is being run;
 - c. for each generator brought into the Camping Grounds by a Patron, that Patron must have at least 1 fire extinguisher;
 - d. generators must not have a capacity greater than 5 KvA output;
 - e. fuel for generators must be safely stored within a suitable sealed container, and not stored within a Tent. Refuelling is only permitted when the generator is turned off;
 - f. the maximum amount of fuel permitted to be brought into the Camping Ground, in addition to the tank on the generator itself is not to exceed 20 litres per generator; and
 - g. the ground and airspace within 500 millimetres of the generator must be clear.
- 20. Gas bottles for personal cooking use are permitted in the Camping Grounds, subject to the following:
 - a. gas bottles must be free of rust and corrosion and must not contain any dents or other damage; and
 - b. gas bottles must be stamped in accordance with all relevant laws or regulations as evidence that they have been safety checked in the past 10 years.

Weather conditions

- 21. As the Event (including the camping) takes place outdoors, conditions of the Camping Grounds may vary (including access, protection from weather, terrain and available facilities). Some areas at the Event are exposed to direct sunlight, heat, high winds and extreme wet weather conditions (including mud).
- 22. The Patron acknowledges and agrees that:
 - a. AGPC reserves the right to determine the actual and final location of the Patron's camping site; and
 - b. if AGPC (in its absolute discretion) deems that any area of the Camping Grounds is not safe for Patrons, that AGPC has the right to reallocate the Patron to another area of the Camping Grounds or cancel the Patron's Campground Ticket.



Pre-Pitched Tents

- 23. These Conditions 23 28 apply to Patrons who have purchased a Tent that is prepitched (**Pre-Pitched Tent**). For the purposes of these Conditions of Entry to Camping Grounds, a Pre-Pitched Tent means any AGPC erected tent, including all fixtures and chattels, within the Camping Grounds rented by a Patron for use during the Event.
- 24. Patrons acknowledge and agree that a Pre-Pitched Tent is a basic form of camping accommodation, and it is the sole responsibility of Patrons to make reasonable enquires as to the suitability of the Pre-Pitched Tent for the Patron's individual needs and requirements. AGPC will not reimburse any alternative accommodation arrangements made by the Patron.
- 25. Pre-Pitched Tent Patrons must not:
 - a. use or operate any barbeque, open flame (including any campfire) or other cooking device in or near any Pre-Pitched Tent, other than in accordance with Condition 17;
 - b. use the Pre-Pitched Tent for any illegal purpose;
 - c. tamper with, repair or modify the Pre-Pitched Tent in any way; or
 - d. use streamers, decorations, flags or any form of adhesive within or on the Pre-Pitched Tent.
- 26. Pre-Pitched Tent Patrons must keep and maintain the Pre-Pitched Tent and surrounding area in a clean and tidy condition during the Event.
- 27. A Pre-Pitched Tent must be returned to AGPC in same the condition it was provided to the Patron. If the Pre-Pitched Tent is not returned in a clean and tidy condition, to the reasonable satisfaction of AGPC, AGPC reserves the right to charge and the Patron agrees to pay, all excess cleaning fees.
- 28. Pre-Pitched Tent Patrons are responsible for all loss or damage to the Pre-Pitched Tent during the Event. If there is any issue with a Pre-Pitched Tent, the Patron must immediately notify staff located at the Camping Grounds' office.

Miscellaneous

- 29. The Patron acknowledges and agrees that their purchase of a Campground Ticket and entry to and presence at the Camping Grounds is subject to:
 - a. these Conditions of Entry to Camping Grounds;
 - b. the Attendance Conditions relating to the Event;
 - c. any special conditions or requirements specified by AGPC or as displayed on the Campground Ticket or any other ticket;
 - d. Part 4 and Part 9A of the Major Events Act 2009 (Vic);
 - e. Part 3A and Part 4 of the Australian Grands Prix Act 1994 (Vic); and
 - f. any directions issued by AGPC, which includes its representatives and any person appointed as an Authorised Person.



- 30. The Patron acknowledges and agrees that any part or parts of these Conditions of Entry to the Camping Grounds which contravene the law of the relevant jurisdiction and are not enforceable (or part or parts thereof) are severable and do not invalidate the remaining conditions.
- 31. AGPC reserves the right to amend these Conditions of Entry to the Camping Grounds from time to time and will include the amended Conditions of Entry to the Camping Grounds at <u>www.motogp.com.au</u>. Where any amendment of these Conditions of Entry to the Camping Grounds is material and will detrimentally impact the Patron, AGPC will notify the Patron of this amendment.
- 32. The parties agrees that these Conditions of Entry to the Camping Grounds will be governed by and construed in accordance with the laws of the State of Victoria and the parties submit to the exclusive jurisdiction of the courts of the State of Victoria.

If Patrons have any queries in relation to these Conditions of Entry to Camping Grounds, they can email <u>ticketing@grandprix.com.au</u> or call 03 9258 7100 (option 2).

June 2023