	COMPETITION CONDITIONS OF ENTRY
Item 1: Event	2018 Formula 1 Rolex Australian Grand Prix
Item 2: Promotion	There Is Only One Fan Promotion
Item 3: Promoter	Australian Grand Prix Corporation (ABN 86 947 927 465), Level 5, 616 St Kilda Road, Melbourne Victoria 3004.
Item 4: Promotion Period	The promotion period begins 9.00am (AEST) on Thursday 18 January and ends on Wednesday 21 February at 11.00am (AEDST).
Item 5: Draw Date	Major Prize:
	Wednesday 21 February, 2018 at 4.00pm (AEDST)
	Runner Up Prize:
	Wednesday 21 February, 2018 at 4.05pm (AEDST)
Item 6: Prize Claim Date	Major Prize:
	7 March 2018 at 12.00pm (AEDST)
	Runner Up Prize: 7 March 2018 at 12.00pm (AEDST)
Home 7: Do Draw	Major Prize:
Item 7: Re-Draw Date (if required)	7 March 2018 at 2.00pm *
	Runner Up Prize:
	7 March 2018 at 2.00pm *
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	*If there is 24 hours of no contact from any redraw winners the promoter will continue to conduct a redraw until the prize is awarded
Item 8: Draw Method	The winner will be selected based at random from all valid entries received during the Promotion Period. The draws will take place at the Australian Grand Prix Corporation, Level 5, 616 St Kilda Road, Melbourne Victoria 3004 at the time detailed above.
Item 9: Publish Winner Date/s	Winner will be published at www.grandprix.com.au on:
	Major Prize :
	25 February 2018 at 12.00pm (AEDST)
	Runner Up Prize:
	25 February 2018 at 12.00pm (AEDST)
Item 10: How to	To enter, during the Promotion Period, entrants must:
Enter	<ul> <li>a) register their required details as required in accordance with the entry form in full (including full name and email address) on the www.grandprix.com.au website during the promotion period</li> </ul>
	b) agree to be sent promotion material from the Promoter.
Item 11: Prize	Major Prize: 1 winner will receive and experience -
Package	1 ride in a 2-Seater Experience (winner only)
	<ul> <li>2 x 4-day General Admission pass for the winner and their selected guest</li> </ul>
	<ul> <li>a F1 driver meet and greet for the winner and a guest</li> </ul>
	<ul> <li>1 x guided Garage Tour for the winner and a guest</li> </ul>
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1 x guided Paddock Tour for the winner and a guest Second Prize: 3 winners will each receive -• 2 x 4-day General Admission pass • 1 x guided Garage Tour for the winner and a guest • 1 x guided Paddock Tour for the winner and a guest • a signed poster from an F1 driver Total Prizes Value: \$9,920 **NSW:** LTP S/18/21333 Item 12: Permit **ACT:** TP 18/00111 Number **SA:** 1307 Entry is only open to Australian residents aged 18 years and Item 13: **Restriction to Entry** over. The Promoter, Ticketmaster Australasia Pty Ltd (*Ticketmaster*), licensees, on-sellers and their employees (and their immediate families), and their agencies associated with this promotion are ineliaible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, arandparent, step-arandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin. Item 14: Special Major Prize only: Conditions NOTE: IN ORDER TO PARTICIPATE IN THE 2-SEATER EXPERIENCE PRIZE, THE NOMINATED PARTICIPANT MUST BE AGED 18 YEARS OR OVER AND ALSO BE WITHIN THE FOLLOWING HEIGHT, WEIGHT AND BODY DIMENSION RESTRICTIONS: \*these requirement may be subject to change MAXIMUM HEIGHT: 1.83 M (6FT) MINIMUM HEIGHT: 1.58 M (5 FT 2 IN) MAXIMUM WEIGHT: 88 KG (14 STONE) MAXIMUM GIRTH (INCL. UPPER ARMS): 139.7CM (55 IN) The 2-Seater Experience may be taken by the winner themselves or transferred to their quest as designated by the Major Prize Winner in writing to the Promoter (in each case, the person participating in the 2-Seater Experience will be the Nominated Participant), subject to such Nominated Participant meeting the requirements for participation, including without limitation medical clearance requirements (where relevant), and agreeing that their participation will be deemed acceptance of these Conditions of Entry as if all references to the "winner" of the 2-Seater Experience Prize were references to the Nominated Participant (except where the context otherwise requires). The 2-Seater Experience may not be transferred after Wednesday 14 March 2018. The Nominated Participant must also wear all safety and passenger equipment required. The driver of the 2-Seater Experience will be nominated by the Promoter in its absolute discretion. The Nominated Participant will not be permitted to obtain drivers' signatures and acknowledge that there will be no formal introduction to the driver of the car participating in the prize. The Nominated Participant agrees to take part in a briefing prior to taking the prize, and the Nominated Participant must undergo and pass all required medical tests and other requirements (including blood alcohol and drug testing) as determined by the Promoter and/or the operators of the prize in

their absolute discretion. The Nominated Participant must not be under the influence of any drugs or have a blood alcohol reading above .00 whilst taking part in the prize. The Nominated Participant must not have any heart condition, history of heart disease, or other medical conditions that would make it dangerous to participate in the prize. The Nominated Participant must declare to the Promoter any health-related issues that may affect his/her safe participation in the prize and obtain a written clearance from their doctor in this respect. The Promoter reserves the right (but has no obligation) to refuse to allow the Nominated Participant to take part in any or all aspects of the prize if the Promoter determines, in its absolute discretion, that the Nominated Participant is not in the mental or physical condition necessary to safely participate in that aspect of the prize. Notwithstanding any other conditions set out herein, the Promoter at all times reserves the right to prevent any individual from participating in the prize for any reason whatsoever. The Nominated Participant, at the Promoter's cost (such cost to be reasonable and to be confirmed with the Promoter in writing prior to being incurred), organise and undertake a compulsory medical examination (which may include an ECG test) to obtain medical clearance by the date specified by the Promoter. The Nominated Participant consents to the test results being made available to Confederation of Australian Motor Sport Limited for the purpose of assessing fitness to participate in the 2-Seater Experience Prize.

## Major and Runner Up Prize:

- As a condition of accepting a prize, each winner (including their nominated guest must each sign a waiver of liability and indemnity form as required by the Promoter.
- The Nominated Participant must comply with all directions of the Promoter and officials at all times.
- 1. Information on how to enter and prizes form part of these Conditions of Entry. Participation in this promotion constitutes acceptance of these Conditions of Entry.
- 2. The winners agree to comply with these Conditions of Entry, the Attendance Conditions to the Event available at <a href="https://www.grandprix.com.au">www.grandprix.com.au</a>, from the Promoter and displayed at entrances to the Event.
- 3. Incomplete, indecipherable, inaudible or incomprehensible entries will be deemed invalid and will be ineligible to win.
- 4. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
- 5. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
- 6. Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission by the entrant.
- 7. The Promoter does not accept any responsibility for late, lost or misdirected entries for this promotion.
- 8. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Conditions of Entry or who tampers with the entry process. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 9. If a winning entry is deemed not to comply with the Conditions of Entry of this promotion, the entry will be discarded and a new winner of that prize will be determined by drawing a further valid entry.
- 10. The Promoter's decision is final and no correspondence will be entered into.
- 11. The winners will be published on the Event website <a href="www.grandprix.com.au">www.grandprix.com.au</a> on the date specified in Item 9. The winners will be notified by phone and mail within two business days of the relevant draw.

- 12. If for any reason any winner does not take/redeem a prize (or part of a prize) by the time stipulated by the Promoter, the prize (or that part of the prize) will be forfeited.
- 13. Subject however to any written directions from a relevant regulatory authority, the Promoter may conduct such further draws at the same place as the original draw(s) as are necessary to distribute any prizes unclaimed by the date of the re-draw. The winners of any re-draws will be published at www.grandprix.com.au.
- 14. Spending money, meals and all other ancillary costs incurred as a result of taking the prize (including, without limitation, transport to and from the Event, entry into the Event, airline and/or airport taxes and transfers, where applicable) are not included and remain the responsibility of the winners. All elements of the must be taken to coincide with the Event and any element not taken at the time(s) stipulated will be taken to be forfeited.
- 15. No element of any prize is exchangeable. Prizes cannot be taken as cash.
- 16. If a prize (or any part of a prize) becomes unavailable for reasons beyond the Promoter's reasonable control, the Promoter will endeavour to provide a substitute prize of equivalent value and/or specification, subject to the written directions of any regulatory authority.
- 17. WARNING MOTOR RACING, THE EVENT AND ACTIVITIES ASSOCIATED WITH THE EVENT (INCLUDING WITHOUT LIMITATION, SUPPORT EVENTS) ARE DANGEROUS AND ACCIDENTS CAN HAPPEN. THERE IS A POSSIBILITY OF AN ACCIDENT CAUSING INJURY, DEATH OR PROPERTY DAMAGE OR ECONOMIC LOSS.
- 18. Upon entering the Competition, each Entrant agrees to provide this release to the Promoter and the Associated Entities\*:

The Promoter and the Associated Entities are not liable to me or to any person with me for (regardless of how or when the liability is caused, or by whom it is caused and regardless of whether such liability or claims are for negligence (excluding gross negligence), breach of contract, breach of statutory duty or any other liability or claim recognised at law):

- a) my death, injury to me or the injury or death of anybody else with me;
- b) damage to, destruction of, theft of or unauthorised delivery up of any of my property or equipment, whether authorised or not; or
- c) damage to, destruction of, theft of or delivery up of any of my clothing or other personal items;

And, in respect of all of the subject matter of each of (a), (b) and (c), I release the Promoter and the other the Associated Entities from any liability or claim, which I do or might, or which anybody with me does or might have or in the future might or would have against the Promoter or the other the Associated Entities.

- \* Associated Entities means the Crown in right of the State of Victoria, the Minister administering the Act, the Minister administering the Crown Land (Reserves) Act 1978 (Vic), Federation Internationale de l'Automobile (FIA), Formula One Marketing Limited, Formula One Hospitality and Event Services Limited (UK), Formula One Management Limited (FOM), Formula One World Championship Ltd (FOWC), Formula One Asset Management Limited, Formula One Licensing B.V., Confederation of Australian Motor Sport Ltd, Parks Victoria, State Sport Centres Trust, APP Corporation Pty Ltd and all other persons involved in the conduct, promotion and organisation of the Event including officials, marshals, rescue and medical staff, competitors and drivers (such parties to include where relevant all directors, officers, employees, agents, contractors and affiliated companies and their respective personnel).
- 19. The Promoter and the Associated Entities do not make any warranty that the Competition, the Event, or any services connected with the Event will be provided with due care and skill or that any materials or equipment provided in connection with the services will be fit for the purposes for which they are supplied. Entrants acknowledge that, to the extent that any warranty is implied by law it is excluded to the full extent permitted by law.
- 20. The Promoter and the Associated Entities acknowledge that each release or exclusion of liability in this document is subject to any law which forbids that release or exclusion of liability including the Australian Consumer Law (which is part of the Competition and Consumer Act 2010 (Cth) and the Australian Consumer Law and Fair Trading Act 2012 (Vic)). The Promoter and the Associated Entities agree that each release or exclusion of liability in these Attendance Conditions is amended to the extent that any right under the Australian Consumer Law and the Fair Trading Act cannot be excluded.

## FOREGOING RIGHTS UNDER THE COMPETITION AND CONSUMER ACT 2010 (CTH)

Under the Australian Consumer Law (which is part of the Competition and Consumer Act 2010 (Cth)), several guarantees are implied into contracts for the supply of

## FOREGOING RIGHTS UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012 (VIC)

Under the Australian Consumer Law and Fair Trading Act 2012 (Vic) (Vic FTA) several conditions are implied into contracts for the supply of certain goods and services. These conditions mean that the supplier, being the

## WARNING FOREGOING RIGHTS UNDER THE VICTORIAN PRIVACY AND DATE PROTECTION ACT 2014 (VIC)

The Australian Grand Prix Corporation

certain goods and services. You agree that the application of all or any of the provisions of Subdivision B of Division 1 of Part 3-2 of the Australian Consumer Law (i.e. guarantees relating to the supply of services), the exercise of rights conferred by those provisions, and any liability of the Promoter and the other Associated Entities for a failure to comply with any such guarantees, are excluded. However, such exclusion is limited to liability for:

- death, physical or mental injury (including aggravation, acceleration or recurrence of such an injury of the individual);
- contraction, aggravation or acceleration of a disease of an individual; or
- the coming into existence, the 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 the community or that may result in harm or disadvantage to the individual or the community.

This exclusion does not apply to significant personal injury suffered by the reckless conduct of the Promoter and the other Associated Entities.

Promoter and the other Associated Entities, is required to ensure that the recreational services it supplies are:

- rendered with due care and skill; and
- as fit for the purpose for which they are commonly bought as it is reasonable to expect in the circumstances; and
- reasonably fit for any particular purpose or might reasonably be expected to achieve any result you have made known to the supplier.

Under section 22 of the Vic FTA, a supplier is entitled to ask you to agree that these conditions do not apply. If you enter the Competition or the Event, you will be agreeing that your rights to sue the Promoter and the Associated Entities under the Vic FTA if you are killed or injured because the services were not rendered with due care and skill or they were not reasonably fit for their purpose, are excluded, restricted or modified in the way set out in the Attendance Conditions.

**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 a 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 2012 (Vic) and section 22(3)(b) of the Vic FTA.

(AGPC) collects personal information in order to conduct the activities in relation to the Event and the Activity and may, for this purpose, disclose such personal information to third parties, including but not limited to agents, contractors, service providers, suppliers and, as required, to Australian regulatory authorities. Such personal information will be dealt with by the AGPC in accordance with the Victorian Privacy and Data Protection Act 2014 (Vic) and the AGPC's privacy policy which can be viewed

www.grandprix.com.au

- 21. Each release or exclusion of liability in this document is for the benefit of the Promoter and each of the other Associated Entities and held on trust by the Promoter for each of the other Associated Entities so that each of the Associated Entities may enforce those provisions against each Patron. Patrons also acknowledge that the Promoter may enforce each release and exclusion of liability in these Competition Conditions and/or the Attendance Conditions against each Patron on behalf of any of the other Associated Entities on the basis that the Promoter is their agent or trustee.
- 22. The Associated Entities will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) by any person in connection with this promotion or accepting or using a prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
- 23. The Promoter collects entrants' personal information in order to conduct the promotion and may, for this purpose, disclose such personal information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. If the personal information requested is not provided, the entrant may not participate in the promotion. By entering the promotion, unless otherwise advised, each entrant also agrees that the Promoter may use this information, in any media for future promotional, marketing and publicity purposes without any further reference, payment or other compensation to the entrant, including sending the entrant electronic messages, and telephoning the entrant for an indefinite period. Such personal information will be dealt with by the Promoter in accordance with the *Privacy Act 1988* (Cth), *Information Privacy Act 2000* (Vic) and the Promoter's privacy policy which can be viewed at www.grandprix.com.au Entrants' personal information may be disclosed to State and Territory lottery departments and winners' names published as required under the relevant lottery legislation. A request to access, update, opt-out or correct any personal information should be directed to the Promoter by contacting the Promoter at Level 5, 616 St Kilda Road, Melbourne Victoria 3004. All entries become the property of the Promoter.
- 24. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.