

FORMULA 1® ROLEX AUSTRALIAN GRAND PRIX 2023

Show Car Promotion

CONDITIONS OF ENTRY	
Item 1: Event	FORMULA 1® ROLEX AUSTRALIAN GRAND PRIX 2023
Item 2: Promoter	Australian Grand Prix Corporation (ABN 86 947 927 465), Level 5, 616 St Kilda Road, Melbourne Victoria 3004 (AGPC).
Item 3: Eligible Entrants	<p>Entry into the Formula 1® Rolex Australian Grand Prix 2023 Show Car Promotion (Promotion) is free and open to the public.</p> <p>The Promoter, licensees, on-sellers and their employees (and their immediate families), and their agencies associated with this Promotion are ineligible 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, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.</p> <p>Eligible Entrants must not have won a prize or prizes to the value of \$10,000 or more, in any promotion(s) run by the Promoter in the six (6) months prior to their entry in this Promotion.</p>
Item 4: Promotion Period	The Promotion Period begins at 0900 (AEDT) on Tuesday 3rd of January 2023 and ends at 1800 (AEDT) on Monday 13th of March 2023 .
Item 5: How to Enter	<p>To enter this Promotion, Eligible Entrants must, during the Promotion Period:</p> <ol style="list-style-type: none">scan the QR code on the Promoter banner located at pop-up locations in Melbourne, Victoria;register their full contact details as requested through the web-form provided on https://www.grandprix.com.au/tickets/scan-to-win; andsubmit the completed entry form. <p>Completing steps above, during the Promotion Period, will result in a valid entry (Entry).</p>
Item 6: Number of Entries Allowed	Entry is limited to one (1) Entry per Eligible Entrant.
Item 7: Method	<p>The Winners of the Promotion will be selected at random from all valid Entries received during the Promotion Period.</p> <p>The draw(s) will take place at the AGPC Office, Level 5, 616 St Kilda Road, Melbourne Victoria 3004 on the Draw Date.</p> <p>The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.</p>
Item 8: Draw Date	1200 (AEDT) on Tuesday 14th March 2023.
Item 9: Re-Draw Date (if required)	1000 (AEDT) on Monday 20th March 2023. <p>If the Promoter has not been able to contact a Winner before the Re-Draw Date, the Promoter may in its absolute discretion, subject to any written directions from a relevant regulatory body, continue to conduct a re-draw until the Prize is awarded.</p>

	<p>In the event of a re-draw, the winner from the re-draw (Re-draw Winner) will be notified by phone or email after Re-Draw Date.</p> <p>If the Promoter has not been able to contact the Re-Draw Winner before 1000 (AEDT) on Wednesday 22nd March 2023, the Promoter will undertake the same re-draw process detailed above until a winner can be contacted.</p>
Item 10: Winners	There will be five (5) winners (Winners).
Item 11: Prize	<p>The Winners will each receive the following:</p> <ul style="list-style-type: none"> • 2 x Sunday General Admission Tickets to the Event. <p>The Prize in this Item 11 is not interchangeable and cannot be redeemed for cash. The Eligible Entrant acknowledges that if successful in being awarded the Prize, the Prize is subject to availability in the Promoter's discretion. Prizes awarded are final. AGPC will not be liable to the Winners for any cancellation, changes or unavailability of the Prize.</p>
Item 12: Total Prize Pool	Total prize value up to \$250 per prize.
Item 13: Publish and Notify Winner Date/s	The Winners will be notified by 1800 (AEDT) on Tuesday 14th March 2023 via the email address provided by the Eligible Entrant at the time of entry.
Item 14: Prize Claim Date	The Prize/s from the Promotion must be claimed by 1800 (AEDT) on Friday 17th March 2023 .
Item 15: Permit Number	The Promotion is only taking place in Victoria and will not be advertised online. As such, a Permit is not required.

1. Information on how to enter and Prizes form part of these Conditions of Entry. Participation in this Promotion constitutes acknowledgment and acceptance of these Conditions of Entry and the Attendance Conditions available at www.grandprix.com.au and displayed at entrances to the Event.
2. The Winners and the Winners' companions (hereafter, a reference to the Winners includes a reference to the Winners' companion) agree to comply with these Conditions of Entry and the Attendance Conditions. The Promoter and event organisers hereby expressly reserve the right to eject a Winner (and/or his/her companion) for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the Prize.
3. Late, incomplete, indecipherable, incorrectly submitted, corrupted, misdirected, 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 and absolute discretion, and 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 Eligible 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 these Conditions of Entry, the Entry will be discarded and a new winner of that prize will be determined in accordance with the Method.
10. The Promoter's decision is final and no correspondence will be entered into.
11. If for any reason a Winner does not take/redeem the Prize (or part of the Prize) by the time stipulated by the Promoter, the Prize (or that part of the Prize) will be forfeited.
12. Spending money, meals, travel insurance 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 Prize must be taken to coincide with the Event and any element not taken at the time(s) stipulated will be taken to be forfeited.
13. Prizes in are not interchangeable and cannot be redeemed for cash. The entrant acknowledges that if successful in being awarded the Prize, Prizes are subject to availability and scheduling requirements in the Promoter's discretion. Prizes awarded are final.
14. If the 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.
15. **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.**
16. Upon entering the Promotion, each Eligible 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 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 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), Fédération 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 Motorsport Limited, Formula One Asset Management Limited, Formula One Licensing B.V., Formula One Research, Engineering and Development Limited, Formula One Digital Media Limited, Motor Sport Australia Pty Ltd, V8 Supercars Australia Pty Ltd, Allsport Management S.A., Parks Victoria, the State Sport Centres Trust, Integrated Event Delivery Management Pty Ltd, and all other persons involved in the conduct, promotion and organisation of the Event including teams, service companies (including suppliers of infrastructure and other equipment), national and international officials, race direction, clerks of the course, sporting technical stewards, timekeepers, marshals, sponsors, rescue and medical staff, competitors and drivers (such parties to include where relevant all directors, officers, employees, agents, contractors, representative, guests, volunteers, and affiliated companies and their respective personnel).

17. The Promoter and the Associated Entities do not make any warranty that the Promotion, 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.

18. Provisions of the *Competition and Consumer Act 2010* (Cth) and *Australian Consumer Law and Fair Trading Act 2012* (Vic) imply into contracts for the supply of certain goods and services, warranties that services will be rendered with due care and skill and that goods supplied will be reasonably fit for purpose.
19. Those provisions do not apply to these Conditions of Entry to the extent that they can be excluded insofar as they relate to liability for death, personal or mental injury, a disease or something that is harmful or disadvantageous to an individual or the community. In particular:
 - (a) the application of sections 60 and 61 of the Australian Consumer Law (Victoria) and the provisions of the *Australian Consumer Law and Fair Trading Act 2012* (Vic) are excluded and all rights under the relevant provisions are excluded and all liability of the Promoter and the Associated Entities is excluded in relation to the supply of recreational services and in relation to a breach of any warranty implied by the relevant provisions in relation to the supply of recreational services under these Conditions of Entry to the extent the exclusion, restriction and modifications is limited to liability for death or personal injury; and
 - (b) you acknowledge that the Event constitutes a recreational service within the meaning of section 139A of the *Competition and Consumer Act 2010* (Cth) and section 22 of the *Australian Consumer Law and Fair Trading Act 2012* (Vic) as the Event is:
 - i) sporting event or similar leisure time pursuit; and/or
 - ii) other activity that involves a significant degree of physical exertion or physical risk and is undertaken for the purpose of recreation, enjoyment or leisure.
20. **Warning under the Australian Consumer Law and Fair Trading Act 2012 (Vic):** You, as Entrant to these Conditions of Entry agree that your rights to sue the AGPC, the Associated Entities and any third parties under the *Australian Consumer Law and Fair Trading Act 2012* (Vic) are excluded, restricted or modified in the way set out in these Conditions of Entry, if you are killed or injured because the services provided were not in accordance with the statutory guarantees outlined below.
21. Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the Promoter and the Associated Entities are required to ensure that the recreational services its supplies to patrons:
 - i) are rendered with due care and skill; and
 - ii) are reasonably fit for any purpose which you, either expressly or by implication, make known to the Promoter and the Associated Entities; and
 - iii) might reasonably be expected to achieve a result you have made known to the Promoter and the Associated Entities.
22. In accordance with section 22 of the *Australian Consumer Law and Fair Trading Act 2012* (Vic), the exclusions of these statutory guarantees is brought to your attention by these Conditions of Entry, and the Promoter and the Associated Entities are entitled to ask you to agree that these statutory guarantees do not apply to you. If you acknowledge these Conditions of Entry, you will be agreeing that your rights to sue the Promoter, the Associated Entities and other parties under the *Australian Consumer Law and Fair Trading Act 2012* (Vic) if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in these Conditions of Entry.
23. **Note:** The changes to your rights as set out in these Conditions of Entry, do not apply if your death or injury is due to gross negligence on the Promoter's and/or the Associated Entities' 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* (Vic).
24. 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. Entrants also acknowledge that the Promoter may enforce each release and exclusion of liability in these Promotion 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.
25. The Promoter and 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).

26. The Promoter collects Eligible 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. Such personal information will be dealt with by the AGPC in accordance with the AGPC's privacy policy which can be viewed at www.grandprix.com.au. If the personal information requested is not provided, the entrant may not participate in this Promotion.
27. By entering this Promotion, entrants consent and agree that the Promoter may use their personal information to send them electronic messages. 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.
28. All Entries will be the property of the Promoter. The Promoter may use the name and any photos from the Entries for promotional, marketing and publicity purposes without compensation. By participating in this Promotion, each entrant assigns to the Promoter the whole of the copyright in their Entry and, to the extent permitted by law, waives his or her moral rights in respect of it. Upon entering their Entry, each entrant warrants that the posting and use of their Entry does not violate, misappropriate or infringe on the rights of any third party, including, without limitation, privacy rights, publicity rights, copyrights, trade mark and/or other intellectual property rights.
29. 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.