

## 2017 Ticketing and conditions of entry for Callaghan Park

### General

1. Tickets to the Callaghan Park (Course) are issued by Rockhampton Jockey Club (RJC). By entering the Course or receiving a ticket for entry to the Course, you are deemed to have accepted, and understood as binding on you, these conditions and any accompanying risks, obligations and responsibilities. It is your responsibility to read and inform yourself of these conditions.

2. If you enter the Course, there is a possibility of an accident causing injury, death or property damage or loss, and you need to be aware that such risks exist. The risks associated with entry to the Course include, but are not limited to, the risk of suffering injury, harm or loss as a result of:

- (a) temporary structures (such as umbrellas, marquees and gazebos), parts thereof or other debris being dislodged by wind and coming into contact with persons, vehicles or structures;
- (b) incidents involving the movement of horses (such as where horses jump or breach fences, railings or barriers or break free – whether being led or ridden or in their stalls – and come into contact with persons, vehicles or structures) or vehicles; or
- (c) harmful acts (whether intentional or inadvertent) committed by persons (such as intoxicated persons) present at the Course.

3. Some areas of the Course:

- (a) are exposed to the weather, including direct sunlight and heat, hail, rain and wind. RJC does not guarantee that there will be sufficient room for you to obtain shelter from such weather;
- (b) have either obstructed views or no views of the racetrack. RJC does not guarantee that all areas of the Course will have clear viewing of all parts of the racetrack.

4. Whilst at the Course, you are responsible for your own property. You must not leave your bags or possessions unattended at any time. There are no cloakroom facilities at the Course.

6. If you breach these conditions, or RJC (with reasonable cause) so directs, you may:

- (a) be refused entry to the Course;
- (b) be removed from the Course;
- (c) have your ticket confiscated or cancelled without refund; or
- (d) be reported to an appropriate law enforcement body.

5. You must comply with any reasonable directions given by RJC. RJC or a person authorised by RJC may, at any time, inspect any vehicle, bag, basket or other receptacle or require you to turn out your pockets.

6. If you become aware of any incidents, matters or circumstances in contravention of these conditions, or if you have any issues that you wish to bring to RJC's attention, you may call the RJC.

7. The schedule for an Event (whether published or otherwise) and its proposed format are only provisional and subject to change due to adverse weather conditions or other reasons. RJC reserves the right to cancel, postpone or relocate Events, change which participants are in an Event or the format of or any other element of an Event or which Events take place on a particular day or

the schedule of Events for that day, or arrange a substitute Event. There is no guarantee of viewing any planned participant in an Event or of viewing any particular Event. Subject to clause 1 and to any right of refund or exchange under clause 8, RJC is not liable to you for any losses, costs or damage you suffer or incur as a result of any cancellation, postponement or relocation of an Event, any changes as to which participants are in an Event or in the format of or any other element of an Event or as to which Events take place on a particular day or in the schedule of Events for that day, or the arrangement of a substitute Event.

8. Your right to a refund of the cost of an admission ticket is as follows.

(a) Where monetary consideration has not been paid for an admission ticket, no exchange, refund or other costs will be paid or payable pursuant to this clause 8.

(b) If all horse racing Events scheduled for a particular day at the Course for which your admission ticket allows you access are cancelled prior to the advertised time for the opening of gates for admission to the Course and sub-clause (d) below does not apply, subject to sub-clause

(c) RJC will procure that the Ticket Seller refunds, or where RJC is the Ticket Seller RJC will refund, to the holder of that admission ticket its full face value (excluding any Third Party Administrative Charges).

(d) If all Events scheduled for a particular day at the Course and Car Park for which your admission ticket to the Course allows you access are not held on that day but some or all are postponed to a later date (the Postponed Date), not being a date already scheduled for Events, RJC will (at the holder's election) procure that the Ticket Seller refunds, or where RJC is the Ticket Seller RJC will refund, to the holder of that admission ticket its full face value (excluding any Third Party Administrative Charges) or provide to that holder an admission ticket of the same (or a lower) face value for the Postponed Date.

(e) If some Events scheduled for a particular day at the Course and/or Car Park are held but, prior to the running of the Feature Race: (i) all remaining Events for that day are cancelled for any reason, whether for safety reasons or otherwise, and (ii) as a result you are required by the RJC or other officials to promptly leave the Course and Car Park and are not entitled to return to the Course or the Car Park on that day, RJC will procure that the Ticket Seller refunds, or where RJC is the Ticket Seller RJC will refund, to the holder of an admission ticket for those Events a pro-rata proportion of that admission ticket's full face value (excluding any Third Party Administrative Charges) calculated by reference to the number of horse racing Events scheduled to be run at the Course on that day which were not run due to the cancellation.

(f) Refunds and exchanges are not otherwise available, including:  
if you experience a change in your personal circumstances or change your mind.

9. If you are entitled to a refund under clause 8, you must return the relevant admission ticket to the Ticket Seller in order to obtain your refund. No refunds will be granted in relation to an admission ticket unless and until it has been returned to the Ticket Seller and is received by the Ticket Seller within 30 days after the date of the Event for which you are seeking such refund. If RJC is the Ticket Seller, you should contact the RJC to arrange your refund or exchange. If you believe that you have a valid request for a refund or exchange in relation to admission tickets that is not addressed by clauses above contact the RJC.

10. You acknowledge and agree that any part of these conditions which contravenes the law of the relevant jurisdiction will not be enforceable, but that such conditions (or part or parts thereof) are severable and do not invalidate the remaining conditions.

#### Ticketing

11. If you are under 18 years of age at the time of purchase of a ticket, you may only purchase tickets and attend the Course under the supervision of your parent(s) or guardian(s). Where you are a parent or guardian of a person under 18 years of age, you are deemed to have accepted on behalf of that person, and understood as binding, these conditions and any accompanying risks, obligations and responsibilities.

12. In respect of all tickets you receive, you must comply, and ensure that each subsequent holder of the tickets complies, with these conditions and all relevant laws and regulations.

13. RJC makes no representation or guarantee that there is space available in any particular viewing area within the Course, or that there will be space in any viewing area to allow you to view any particular vent.

14. Tickets to the Course must not, without the prior written consent of RJC, be offered for resale (by any means), resold or packaged or used for advertising, promotion or other commercial purposes (including competitions, giveaways or trade promotions) or to enhance the demand for other goods or services. If a ticket has been sold or used in breach of these conditions, the bearer of the ticket may be denied admission, and other action may be taken, without refund.

15. If you obtained your ticket other than from RJC or an authorised ticket agency or reseller, your ticket may be counterfeit or may have been reported lost or stolen. If you are in possession of a ticket which is counterfeit, or which has been reported lost or stolen, you may be refused entry or removed from the Course at RJC's sole discretion. "Counterfeit" tickets include duplicate copies of e-tickets and any other unauthorised copy of a ticket. RJC is not obligated to replace tickets under any circumstances, including (but not limited to) loss or theft. RJC reserves the right, however, to replace a ticket which has been damaged, lost or stolen and charge a fee for that replacement, at its sole discretion.

16. If you are requested by RJC, or a person authorised by RJC, you must produce your ticket for inspection. Tickets which are unreadable due to mutilation or damage of any kind may not be accepted. Should you fail to produce your ticket, RJC retains the right to remove you from the Course.

17. Where you wish to rely on a concession ticket for entry to the Course, you must produce a valid Centrelink Pensioner Concession Card or a current and valid (secondary or tertiary) student I.D. Card, failing which you may be denied entry or be asked to leave the Course.

#### Course conditions

18. Unless you hold a ticket allowing entry to a reserved area (such as a members' area or corporate marquee) or occupation of a reserved seat, you must not enter or remain in a reserved area or occupy a reserved seat. If you hold a ticket for a particular reserved area or reserved seat, you must only enter the particular reserved area or sit in the particular reserved seat indicated on your ticket.

19. While present at the Course, you must comply with:

(a) all relevant laws; and

(b) any published policies of RJC, including those relating to liquor, gambling, smoking and conduct.

20. If you bring children into the Course, you are responsible for the care, conduct and supervision of those children at all times. You are responsible for any acts or omissions committed by children whom you have brought to the Course.

21. You must not, without the express authorisation of RJC, enter the racetrack itself or stalls or any area where the movement of horses occurs or any area of the Course where persons including ticket holders are prohibited to enter (as indicated by fencing, cordons, locked doors, signage or otherwise). If you do so, you may be removed from the Course, banned from attending the Course in the future and subject to legal action.

22. For the comfort and safety of persons at the Course, you are not permitted to bring into the Course (or have in your possession at the Course) any of the following without the consent of RJC:

(a) alcoholic beverages, glass containers or open beverage containers;

(b) any structure or item that may be used to erect a structure (including without limitation market or beach umbrellas or similar large umbrellas, portable shade structures or gazebos), or which is capable of supporting the weight of a person, such as any chairs, lounges, benches or stools (other than a folding fabric chair or folding fabric stool);

(c) any object that could be used to distract, hinder or interfere any animal or person taking part in an Event, or disrupt or interrupt any Event, whether intentionally or otherwise, such as a laser pointer device (or a device incorporating a laser pointer);

(e) any animals (other than, if the person is blind, deaf or otherwise suffering a disability, a guide dog);

(f) any flags larger than 1 metre x 1 metre or with handles longer than 1 metre or any banner;

(g) any whistle, loud hailer, public address system, electronic or other broadcast device or any device which may interfere with electronic or radio communications or broadcasting signals or equipment used by RJC or other persons authorised by RJC in connection with an Event;

(h) any fireworks, flares or distress signals;

(i) any item that you intend (or such quantities of the item from which RJC can reasonably infer that you intend) to distribute, hawk, sell, offer or expose for sale;

(j) any dangerous goods;

(k) any object, device or substance that may be used to deface or damage any part of the Course, such as any spray paint or permanent markers;

(l) any torn-up or shredded paper, confetti, rice, streamers or similar items;

(m) any vehicle or transportation device, such as any motorcar, motorcycle, motor scooter, bicycle, scooter, skateboard, roller skates or roller blades, but not including any wheelchair or similar apparatus which you require as a result of a disability or impairment;

(n) any ball or other item of sporting equipment; or

(o) any item (such as any article of clothing, poster or sign) bearing any image, slogan or text which is indecent, discriminatory, obscene, insulting or threatening or which may be offensive to other persons present at the Course (as determined by RJC in its sole discretion).

Any consent given by RJC may be revoked by RJC at any time. If such consent is withdrawn, or if no consent was obtained, and you are found in possession of an item that is not permitted to be brought into the Course, you will be required to immediately dispose of or surrender to RJC (or RJC's contracted security personnel or other nominee) the offending item, or leave the course with it via the nearest exit, unless the item is seized by the police.

23. Unless authorised beforehand by RJC in writing, you must not, while at the Course:

(a) pick any flower or injure or uproot any tree, shrub, flower or other plant or disturb or interfere with any fauna;

(b) climb or attempt to climb or remain on any tree or structure, or do anything likely to endanger your safety or that of anyone else;

(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, fence or other structure;

(d) distribute any printed or visual matter or distribute, display or promote any advertising or promotional material or samples of goods or services;

(e) distribute, hawk, sell, offer or expose for sale any goods or services or solicit or collect subscriptions, donations, money or orders from persons present at the Course;

(f) misuse, deface, damage, remove from the Course or tamper with, or attempt to misuse, deface, damage, remove from the Course or tamper with, any building, seat, chair, table, table decoration, table setting, structure, vehicle, craft, truck, pipe, tap, tap fitting, conduit, electrical equipment, wiring or sign, or excavate or cause to be excavated any part of the Course;

(g) block any thoroughfare, such as any stairs, steps, aisle, gangway, overpass, underpass, pontoon, bridge, passage, entry or exit;

(h) deposit litter, except in a receptacle provided for that purpose;

(i) throw or attempt to throw any stone, bottle or other projectile;

(j) disrupt, interrupt or behave in any manner that may disrupt or interrupt any Event, distract, hinder

or interfere with a participant in an Event or interfere with the comfort of other persons at the Course;

(k) use offensive, indecent or obscene language or threatening or insulting words or otherwise behave in an offensive, threatening, abusive, riotous, indecent or insulting manner;

(l) urinate or defecate otherwise than into a receptacle specifically provided for that purpose by RJC;

(m) interfere with, obstruct or hinder RJC, or persons authorised by RJC, in the exercise of their powers, functions or duties;

(n) engage in any sporting or recreational activity other than those organised by RJC or its licensees;

(o) operate or use a loud hailer, public address system or other broadcast device;

(p) conduct public surveys or opinion polls without the written consent of RJC;

(q) conduct entertainment without a licence from RJC;

(r) smoke in a designated "No Smoking" area; or

(s) act in a manner that may startle, spook, distract, interfere with, endanger or cause harm to any horse present at the Course, or to any person in proximity to any horse present at the Course.

24. RJC or persons authorised by RJC may, in their sole discretion, prevent you from entering the Course or remove you from the Course, if RJC or persons authorised by RJC reasonably believe that you are under the influence of alcohol or drugs. You agree that this clause 26 does not obligate RJC to undertake any monitoring or compliance methods to ensure that persons present at the Course are not intoxicated, and RJC will not be responsible for the conduct of intoxicated persons who are present at the Course, or persons who became intoxicated at the Course, nor for any damage or injury caused by such persons. This clause 26 does not seek to exclude any legal responsibilities that RJC or persons authorised by RJC may have in relation to the responsible service of alcohol at the Course.

25. You agree not to hold yourself out or otherwise promote yourself or any good or service as being associated with the Course, RJC, any Event or any third party associated with an Event.

#### Underage Drinking and Gambling

26. It is illegal in Queensland for any person under 18 to purchase alcohol or to gamble. Further, minors are prohibited from consuming alcohol at the Course under any circumstances. Without limiting the powers of authorised personnel at the Course under these conditions or otherwise at law, anyone under the age of 18 found: (a) purchasing or attempting to purchase (directly or via an intermediary), consuming or in possession of an alcoholic beverage; or (b) betting or gambling in any way, or attempting to do so (directly or via an intermediary), or in possession of a betting slip or other evidence of a gambling transaction, at the Course may be removed from the Course. You

forfeit to RJC any right, interest and title that you have in any articles (including alcoholic beverages and betting slips) that come into your possession in contravention of this clause and, if found with them in your possession, agree to surrender them to RJC (or RJC's contracted security personnel or other nominee) unless they are seized by the police.

#### Images, recordings and broadcasts

27. Unless authorised by RJC in writing, you must not bring into or use within the Course any photographic or video cameras or other equipment that RJC, in its absolute discretion, deems unacceptable for the purpose of clauses 28 or 29 below, which may include (without limitation) camera tripods, monopods or professional photographic or video cameras or equipment, or broadcasting equipment.

28. Unless authorised by RJC in writing, you must not take or make any video recordings, films, still pictures, photographs or any other images within the Course nor use, publish or distribute any images, for profit, gain, public advertisement, display or any other purpose except for the private enjoyment of the person taking or making the images. On request by RJC, you must immediately assign to RJC in writing on a royalty-free basis all intellectual property in the images and irrevocably consent to RJC (and any other person authorised by RJC) doing anything which, but for the consent, would or might infringe moral rights in the images.

29. Unless authorised by RJC in writing, you must not, while present at the Course, make, record or distribute any broadcasts, telecasts, commentary, interviews, news reports or statistics (by any means in any format or media, including any such commentary made by mobile phone or other wireless communications device) pertaining to an Event.

#### 30. Camera and other equipment

Members and patrons are not permitted to produce audio or audio-visual records of events at the racetrack of Rockhampton Jockey Club Inc (other than by using personal cameras to produce such recordings for private, non-commercial purposes), unless authorised in writing by an official of Rockhampton Jockey Club Inc.

Members and patrons must not while present at the racetrack make, record or distribute any broadcasts, telecasts, commentary, interviews, news reports or statistics (by any means and in any format or media) regarding events at the racetrack, unless authorised in writing by Rockhampton Jockey Club Inc.

Rockhampton Jockey Club Inc reserves the right to decide if any camera or other recording or transmission apparatus is being used contrary to the above, review any audio or audio-visual record of events at the racetrack, direct a person to cease using relevant equipment and prevent access to or remove persons from the racetrack at its discretion.

The decision of Rockhampton Jockey Club Inc in relation to any of these matters is final.

#### Liability and indemnity

31. Any liability that RJC may have for any:

(a) breach by RJC of any express term of these conditions or any additional conditions applying to Car Parks or particular areas within the Course;

(b) breach by RJC of any term implied into these conditions or any additional conditions applying to Car Parks or particular areas within the Course under the general law; or

(c) tort committed by RJC or any tort committed by RJC's employees or agents for which RJC is vicariously liable at law,

(d) RJC will not be liable for any loss or damage suffered by you or caused by any acts or omissions of RJC or employees, agents or contractors of RJC, or any other persons present at the Course. Any liability of RJC to you under these conditions or otherwise will not extend to loss of chance, profits, revenue, income, dividends or winnings or indirect or consequential loss.

32. You indemnify RJC against all liability for or in respect of any claims, demands, actions, suits or proceedings, costs, expenses, loss, damage, injury or death of any person arising out of or in connection with any of your acts or omissions while at the Course.

#### Privacy

33. You acknowledge that RJC and third parties authorised by RJC may make or record film, photographs or other forms of moving picture, still picture or any of them of an Event (including, without limitation, of persons attending or viewing an Event). Unless you otherwise reach an agreement with RJC, you hereby grant RJC and third parties authorised by RJC permission to use photographs, film, tape, or other images or likenesses of you, in any media (including publication within and outside Victoria, Australia) and for any purpose (including promotional purposes) without identification or compensation or payment of any kind. You can contact RJC in order to reach such an agreement.

34. RJC may collect personal information about you to the extent necessary for it to operate the Course and Events and to help promote the Course and Events. In particular, RJC may collect your name, address, email address and phone number to coordinate the seating and/or viewing arrangements at the Course and to conduct research, marketing and promotional activities in relation to the Course and Events.

35. RJC may disclose the personal information held by RJC to contractors and service providers engaged by RJC to help the administration process, provide its services and conduct research, marketing and promotional activities on behalf of RJC.

36. In order to enhance security and protect the safety of persons present at the Course, RJC (and contractors engaged by RJC) may operate surveillance equipment within the Course, including security cameras. By entering the Course, you consent to information about yourself (including images) being recorded by such surveillance equipment and to the RJC disclosing the information recorded to anyone (including (without limitation) law enforcement bodies and persons involved in relevant legal or disciplinary actions) to the extent that RJC deems such disclosure to be necessary so as to protect RJC's lawful interests, the public interest or the safety of persons or property present at the Course.

37. Patrons have certain rights to access their personal information held by RJC and can request access by contacting RJC.

38. You may access these conditions (and other conditions pertaining to the Course) at



<http://www.callaghanpark.com.au>

## Definitions

In these conditions:

Event means any particular event or series of events on a day, comprising horse racing and/or other sporting or entertainment activities, conducted at the Course or a Car Park by, or under authorisation from, RJC.

Car Park means the car parks and grounds controlled by or on behalf of the RJC and used for the parking of vehicles, and includes any public car parks, Reserved Car Parks and unreserved members' car parks.

Course means Callaghan Park (or any other racecourse at which RJC holds a race meeting) but excludes the Car Parks.

Feature Race on a day means the horse racing Event which either: (a) offers the most prize money on that day; or (b) is advertised as the feature race in all marketing collateral for that day despite the Event having less prize money than another horse racing.

Reserved Car Park means any Car Park which is reserved for use by RJC members, RJC staff, corporate clients or contractors or volunteers participating in Events.

Third Party Administrative Charges means:

- (a) any non-refundable charges levied by any Ticket Seller other than RJC; and
- (b) any credit card fees, relating to the purchase of your ticket and any refund in relation to your ticket.

Ticket Seller means, in relation to a ticket, the seller of that ticket, except where that person is not authorised by RJC to sell that ticket. For the avoidance of doubt, where RJC has sold the ticket to you, RJC will be the Ticket Seller. You means the individual ticket holder or purchaser.