

TERMS & CONDITIONS OF ENTRY TO PICKLEBET ALLMAN PARK RACECOURSE

Warwick Turf Club are committed to providing a safe, inclusive and enjoyable environment for everyone attending Picklebet Allman Park Racecourse (Venue).

The following Terms and Conditions of Entry to Picklebet Allman Park Racecourse will apply to all tickets issued by or on behalf of the Club for a Race meeting defined by the Racing Act 2002 (QLD) or such other event held at the venue.

By attending the Venue, persons admitted agree to be bound by and comply with these Terms and Conditions of Entry.

1. Out of Bounds

Patrons agree that the racetrack and any horse movement areas at the Venue will be always out of bounds. Persons entering the racetrack without such consent may be prosecuted.

2. Event Safety

Patrons agree not to bring into the Venue:

- a) Any musical instruments without the prior written consent of the Club or;
- b) Any alcohol, glass, cans, firearms, weapons, fireworks or other items deemed or considered dangerous
- c) Any animals, except accredited guide, hearing and assistance dogs with the correct badge on their coat or harness and carry your handler identity card to gain access to the venue
- d) Anything which may impact the safety of the event, especially the following
 - i. Horns, sirens or similar devices
 - ii. Drones and other remote controlled devices
 - iii. Laser pointers
 - iv. Weapons of any kind
 - v. Large umbrellas
 - vi. Bicycles, scooters, skateboards or skates
- e) Patrons agree to comply with any applicable safety protocols or requests made by the Club in connection with safety at the Venue including but not limited to in respect of measurers relating to Covid-19.

3. Restricted Conduct

Patrons agree not to:

- a) Wear or otherwise display commercial, political, religious or offensive signage or logos or engage in ambush marketing generally;
- b) Sell or distribute any goods or services or any other matter of thing;
- c) Collect money or orders from other patrons for goods or services; or
- d) Distribute or wear offensive clothing which is political, religious, advertising or promotion material, in each case without the prior written consent of the Club.
- e) Post, stick or place or attempt to post, stick or place any type of signage or any advertising material on any building structure, fence, tree or cordon without the prior written consent of the Club;
- f) Tamper with or attempt to misuse, deface, damage, remove from the Venue any building, bench, chair, toilet, sink, table structure, vehicle, craft, truck, pipe, tap, tap fitting, conduit, electrical equipment, wiring, sign or excavate or cause to be excavated any part of the area used for any of the event or other activities at the Venue;
- g) Depositing of litter, except in a receptacle provided for that purpose;
- h) Throw or attempt to throw any stone, bottle, projectile or other object;

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- i) Bring in external food without the prior written consent of the Club;
- j) Disrupt, interrupt or behave in any manner that may disrupt or interrupt the event or other activities at the Venue, distract, hinder or interfere with a jockey, trainer, racehorse or steward, interfere with the comfort of other patrons on their enjoyment of the event or other activities at the Venue;
- k) Use indecent or obscene language or threatening or insulting words, or otherwise behave in a threatening, abusive, riotous, indecent or insulting manner;
- l) Interfere with, obstruct or hinder the Club or its employees, agents, contractors or other authorised persons in the exercise of their powers, functions or duties;
- m) Smoke, vape or e-cigarette in areas within the Venue nominated as non-smoking;
- n) Conduct public surveys or opinion polls, solicit money, donations or subscriptions from members of the public, without the written consent of the Club;
- o) Inflate or cause to inflate any balloon, beach ball, receptacle, device or structure without the prior written consent of the Club;
- p) Engage in any conduct, act towards or speak to any jockey, trainer, steward, participant, official or other patrons in a manner which offends, insults, humiliates, intimidates, threatens, disparages or vilifies that other person on the basis of that other person's race, religion or sexuality;
- q) Patrons agree not to do anything in contravention of any laws and not to conduct themselves in a way that results in the Club or Racing Queensland breaching the law.

4. Non-Commercial Recording Only

Patrons agree not to:

- a) Make any recording or take any photograph for anything other than private non-commercial purposes;
- b) Make any recording or take any photograph of any person without the authorisation of that person; or
- c) Sell, license or otherwise publish, disseminate or reproduce (or permit such), whether in whole or in part, any recordings taken or made inside the Venue (including, without limitation, photographs, video recordings, data recordings or sound recordings) without the prior written consent of the Club;
- d) Broadcast or narrowcast by any means whatsoever (including, without limitation, by way of mobile telephone, modem or other wireless device) any images, sounds, data, results or commentary of the Event or other activities at the Venue without the prior written consent of the Club.

5. Consent to Being Recorded

Patrons consent to:

- a) The recording of their likeness and/or voice by any means (including but not limited to audio and visual recordings by television cameras and photographers "images");
- b) The commercial exploitation, throughout the world, of their images by any means by the Club, the Racing Queensland Board (trading as Racing Queensland) and their commercial partners without compensation.

6. Security Directions and Searches

- a) Patrons must at all times comply with all directions from an authorised event official and all police officers and security officers;

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- b) Patrons agree that entry to the Venue is only permitted to spectators who agree to be searched (including bags, clothes or other possessions) on entry and continued presence in the Venue is only permitted to spectators who agree to be searched (including bags, clothes or other possessions) while in the Venue.

7. Own Risk

- a) Patrons agree that by attending the Venue, they have read and understood each of the risks of attendance described below. Patrons understand that the Venue has inherent and obvious risks in addition to those described below. Patrons accept all of the risks of attendance and all inherent and obvious risks from attending the Venue. Patrons voluntarily assume all of the risk involved in attending the Venue, whether or not described in this document.
- b) The risks of attendance at the Venue include (but are not limited to):
- i. collision with any person or racehorse or other fixed or moving objects;
 - ii. falling on the stairs, chairs or floors of the Venue because they are wet or damaged or have rubbish lying on them;
 - iii. the failure of unsuitability of facilities at the Venue (including fences and guard rails);
 - iv. being exposed to sun, rain, wind, fire or storm without any protection from the elements;
 - v. exposure to contagious illnesses, including but not limited to, Covid-19;
 - vi. acts of violence and other harmful acts (whether intentional or inadvertent) committed by persons attending the Venue;
 - vii. being exposed to bright and flashing lights, fireworks and loud noises;
 - viii. risk of suffering (among other things) broken bones, joint or limb injury, burns, sunburns, cuts, abrasions, blackout or fainting and damage to clothes and personal equipment.

8. Responsible Consumption of Alcohol

- a) Patrons agree that a patron who is deemed to be affected by the consumption of alcohol or drugs may, in the Club's sole discretion, be refused entry to, or ejected from, the Venue by a Club Official.
- b) Patrons acknowledge that:
- i. the venue is licensed;
 - ii. it is an offence for minors to purchase and consume alcohol;
 - iii. it is an offence to purchase alcohol for (or supply alcohol to) minors;
 - iv. patrons supplying alcohol to minors will be reported to the police; and
 - v. penalties and fines may apply under applicable Queensland legislation.

9. No Resale

- a) Patrons agree not to re-sell or offer to re-sell any tickets to the races held at the Venue at a premium or to use any of them for advertising, promotional or other commercial purposes (including competitions) without the prior written consent of the Club.

10. Consequences of Contravention

Patrons agree that, without prejudice to any other rights which the Club, Racing Queensland, Queensland Racing Integrity Commission or the Venue owner or hirer may have, if they contravene any of these Terms of Entry they may:

- a) Be refused entry to the Venue;

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- b) Be ejected from the Venue by an authorised event official;
- c) Have their ticket confiscated and/or cancelled without refund or recompense;
- d) Be prohibited and disqualified from purchasing tickets for or entering into any event or activity held or conducted under the auspices of the Club, Racing Queensland, Queensland Racing Integrity Commission or Venue owner or hirer and /or
- e) Have legal action taken against them in connection with such matters.

11. Limitation of Liability

- a) Patrons agree that:
 - i. The Club; and
 - ii. Racing Queensland

Will not be liable for any loss suffered by the Patron or caused by any act or omissions of the Club.

- b) Patrons acknowledge that attending the Venue may cause the patron personal injury, death or property damage as a result of which the Patron may suffer loss of income (salary, wages, etc), financial loss or other forms of economic loss.
- c) Patrons release and indemnify the Club and Racing Queensland for any loss of income (salary, wages, etc), financial loss or other forms of economic loss that the Patron may suffer or incur.

12. Misrepresentation of Authority

Patrons agree not to hold themselves out or otherwise promote themselves or any goods or services as being associated with the Club, Racing Queensland, Queensland Racing Integrity Commission where they are not authorised by the Club, Racing Queensland or Queensland Racing Integrity Commission to do so in a way that would infringe the rights of those parties commercially associated with the Club, Racing Queensland, Queensland Racing Integrity Commission or racing in Queensland.

13. Privacy Wavier

All patrons grant consent, in accordance with applicable State and Commonwealth privacy legislation, for:

- a) Their name, address, date of birth and photograph to be provided to the Club by the relevant State or Federal Police or contacted security personnel in the event that they are evicted from or arrested within the Venue and or State or Federal Police to disclose to the Club the nature and result of any action or criminal proceeding initiated by Police as a consequence of their eviction from or arrest within the Venue. The Club can, if deemed necessary, implement a ban on the Patron from attending future events or activities at the Venue;
- b) Their contact details to be collected, shared with and retained by relevant authorities for the purposes of conducting contact tracing.

14. Alterations To Event or Activities and/or the Terms of Entry

- a) Patrons acknowledge that Club, Racing Queensland and or Queensland Racing Integrity Commission reserve the right at their reasonable discretion, and with reasonable notice where practicable, to make alterations to the time, date or place of the Event and/or substitute the seat or area indicated on a ticket with another position.

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- b) Patrons are not guaranteed an uninterrupted and/or uninhibited view of the Event from the position provided, and no representation or warranty of any kind is given as to the quality, content, timing or duration of the Event or other activities at the Venue.
- c) Neither the Club nor Racing Queensland accept responsibility for the cancellation or delay of the Event for any reason.
- d) Patrons acknowledge that the Club reserves the right to make amendments to the conditions in this document from time to time at its sole discretion and without notice.

15. Governing Law

Patrons acknowledge that the conditions in this document and any dispute or claim arising out of or in connection with the conditions will be governed by and interpreted in accordance with the law of Queensland, Australia. Any dispute arising from or in connection with the conditions in this document or the attendance at the Event or other activities at the Venue will be submitted to the non-exclusive jurisdiction of the courts of Queensland, Australia.