

## **PREMIER SPEEDWAY CLUB**

### **Conditions of Sale**

All Tickets are subject to the conditions of entry and conditions of sale.

There are no refunds under any circumstances.

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Each ticket, and each pass, credential or other document, (each, a Ticket) issued by the Premier Speedway Club is subject to the following conditions.

### **WARNING - MOTOR RACING IS DANGEROUS AND INVOLVES RISKS AND DANGERS TO PARTICIPANTS AND SPECTATORS**

Section 74 of the Trade Practices Act ("the Act or any comparable legislation") implies a warranty of due care and skill into contracts for the supply of services to consumers as defined in the Act or any comparable legislation. Where such a warranty applies it cannot be excluded. Subject to the provisions of Section 74 of the Act or any comparable legislation, if applicable, all persons entering this venue do so at their own risk and neither the owners or lessees nor the promoters, sponsors, participants or other persons involved in any way in the running or promotion of any event or events at this venue ("the Promoters") will be liable either in tort or contract for any personal injury or loss of property to any person, whether caused by negligence of the Promoters or otherwise.

For information about this event, please contact the "Event Organiser".

You accept the conditions of and acknowledge the risks arising from, attending or participating in the event and being provided with the event services by the Associated Entities.

1. Tickets cannot be exchanged after any event.
2. Subject to Condition 3 below, Tickets will not be refunded under any circumstances, including but not limited to, the possible non-appearance of any particular person, group, competitor, attraction or personality expected by the Ticket holder, whether expected to enter an event or not and whether advertised or not; or any adverse weather conditions or any circumstances beyond the reasonable control of the Companies.
3. Should the event be abandoned prior to the sixth event the ticket may be valid for one of the next three (3) scheduled Premier Speedway events subject to price variation. No money will be refunded under any circumstances.
4. If the event is abandoned prior to gate opening Online ticket purchasers will receive a full refund of the admission price.
5. All patrons including but not limited to, officials, volunteers, spectators and competitors must comply with current and future state and government event entry regulations and requirements.

6. Tickets obtained from sources not authorised by the Operator will not be honoured for admission.
7. The Operator is not obliged to replace a ticket under any circumstances, including but not limited to, loss or theft.
8. Any Ticket purchased and the Ticket holder's entry to and presence at the venue is subject to these Conditions of Sale and the Conditions of Entry at the venue, available on the Premier Speedway internet site or by request at the venue.
9. Published concessional Ticket prices are available only to those classes of persons, which the Operator publishes as being eligible for the concessional price. Identification and/or evidence of qualification for the concessional price will be required and must be produced if requested, both when purchasing Tickets and when entering the Event.
10. Tickets may not be sold, on-sold, exchanged for fee or reward or other valuable consideration or otherwise commercially dealt with without the prior written consent of the Operator, which may attach any conditions it sees fit thereto. If a Ticket has been dealt with in contravention of this condition, the bearer of the Ticket will be denied admission.
11. The Operator reserves the right, with reasonable cause, to refuse entry to any person or remove any person from the Event. Any Patron who has been removed from the Event will be prohibited from re-entering the venue for a period of 24 hours.
12. Tickets may not be used for advertising or other promotional purposes (including prizes, contests or sweepstakes) without the consent of the Operator, which may attach any conditions seen fit thereto.
13. Ticket holders acknowledge that the Event may be held on such dates as approved by the Operator. The Operator reserves the right to add, withdraw or substitute any drivers, performers or activities associated with the Event, vary programs, seating arrangements, other conveniences and attractions and audience capacity and determine and publish additional conditions applicable to the Ticket holder from time to time.
14. Nothing in these conditions of sale excludes or derogates from terms implied by law, which cannot be excluded.

### **Definitions:**

*Operator:* Premier Speedway Club, Warrnambool Board & Management and its authorised, agents, contractors, staff and officials.

*Venue:* Premier Speedway, 10275 Princes Highway, Allansford Victoria.

*Event:* Any racing, practice, promotion, activity, occurrence or show held at the venue.

*Ticket:* Any ticket, pass, credential or other document issued for access to the venue for any event whether paid or complimentary.

*Patron:* Any person attending the venue for an event.