

2019 Melbourne Cup Carnival Terms & Conditions

The Winning Post Enclosure and The Home Straight Enclosure

1.0 Definitions

- 1.1 MPE means Mercury Principle Events.
- 1.2 VRC means Victoria Racing Club Limited.
- 1.3 Client means the company or other organisation (or the individual, if no organisation is listed) in whose name a Facility is booked (as reflected in the applicable booking or confirmation form).
- 1.4 Associated Persons means the Client's officers, agents, employees, invitees, guests.
- 1.5 Corporate Facility means a marquee package in the enclosures where Mercury Principle Events operates facilities or any package or facility that may replace any of the above.
- 1.6 Course means the Flemington Racecourse including the "Car Park" and the "Reserved Car Park" (as the term "Car Park" and "Reserved Car Park" is defined in the Course Conditions).
- 1.7 Course Conditions means the Ticketing Condition of Entry for Flemington Racecourse as amended from time to time and posted at entrances to the Courses and available from the VRC's website at www.flemington.com.au/terms-conditions and upon request from VRC.
- 1.8 Credit Card Fees means any credit card fees (including the fees specified at clause 3.8) in relation to any Facility Payment.
- 1.9 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 by, or under authorisation from, VRC.
- 1.10 Facility Payments means, in relation to a Facility for a day, payments by the Client to MPE in relation to that Facility for that day, excluding Credit Card Fees.
- 1.11 Feature Race on a day means the horse racing Event which offers the most prize money on that day.

2.0 Agreement

- 2.1 A binding agreement between MPE and the client is effective upon receipt by MPE of a booking confirmation from the client.
- 2.2 By signing and sending the booking form for the Client agrees to comply with:
 - (a) these terms and conditions;
 - (b) the Conditions of Ticketing and Entry to Flemington Racecourse (Conditions of Entry), (collectively the conditions) as amended from time to time by VRC, which are available at <http://www.melbournecup.com/conditions/> and upon request
- 2.3 These terms and conditions prevail over the Conditions of Entry to the extent of any inconsistency.
- 2.4 The Client must ensure that the Associated Persons are, prior to their entry to the Course, made aware of, and agree to comply with, the Conditions as if they were 'Clients'.
- 2.5 The Associated Persons must, and the Client must procure that the Associated Persons, comply with the Conditions at all times as contemplated by clause 2.4.
- 2.6 The Client must, and must ensure that the Associated Persons, while present at the Course, comply with:
 - (a) all relevant laws; and
 - (b) published policies of VRC, including those relating to liquor, gambling and conduct.
- 2.7 The Client must ensure that persons to whom it has issued tickets for its Facility do not resell those tickets unless authorised in writing to do so by MPE and the VRC.
- 2.8 No cancellation or termination of the agreement by the client will be accepted by MPE after receipt by the client of a booking confirmation from the MPE.
- 2.9 Booking confirmation is subject to availability.
- 2.10 Clients wishing to increase numbers after booking must do so 10 days before the event. Any reduction in numbers is at the discretion of MPE, should you require a lesser number of persons than booked it is possible only when another client can be found to purchase the tickets and then a 30 % administration fee will be applied.

- 2.11 No guests under the age of 18 are permitted without prior written consent from MPE.
- 2.12 The Client acknowledges that they and their guests may be filmed or photographed while at the venue which may be used in marketing and promotional activities without the client's or their guests' right to approve or receive compensation for such use.
- 2.13 All sales are final; no refund will be issued.

3.0 Payment

- 3.1 A 50% deposit must be paid on all bookings for facilities within 7 days of receipt of a completed booking form.
- 3.2 Bookings will not be confirmed until 50% deposit is received, and all funds have cleared.
- 3.3 Remaining balance of payments must be received on or before 1st October 2019
- 3.4 Failure by a Client to make final payment within prescribed period will result in the client being responsible for the outstanding balance or any portion of the outstanding amount that is not recovered by sale of the facility to a third party.
- 3.5 Bookings after 1st October 2019 must be accompanied by full payment in the form of a direct deposit or by providing full credit card details as outlined on the Client's application form.
- 3.6 The Client agrees and acknowledges that MPE will not issue any refunds for any payment made by the Client under any circumstances except in accordance with clause 4.
- 3.7 All corporate marquee clients that do not have an established credit account with MPE must complete and return a credit application form to MPE.
- 3.8 For all credit card payments the following charges will apply in addition to any other payment made under this clause 3:
 - (a) Visa/MasterCard/ American Express – 1.55% of transaction value inclusive of GST.
 - (b) Diners Card is not accepted
- 3.9 Payment through our online merchant facilities at www.thehomestraight.net.au any purchase made through this facility will be required to make payment in full at time of purchase. The following charges will apply to these purchases:
 - (a) Visa/MasterCard/ American Express – 1.93% of transaction value inclusive of GST.

4.0 Refunds

- 4.1 Where monetary consideration has not been paid for a Facility by a Client, no exchange, refund or other costs will be paid or payable pursuant to this clause 4.
- 4.2 If all horse racing Events scheduled for a particular day at the Course for which the Client has made Facility Payments are cancelled prior to the advertised time for the opening of gates for admission to the Course and clause 4.4 below does not apply, subject to clause 4.3 MPE will refund to the Client the Facility Payments (less part or all of the Withheld Costs as reasonably determined by MPE in all the relevant circumstances).
- 4.3 If the Client has purchased a package at a Facility, and made Facility Payments for that package, which cover more than one day of Events, and if the cancellation, postponement or relocation referred to in clauses below applies to one or more of the dates the subject of that package but not all of them, MPE will refund to the Client a proportion of the Facility Payments (less part or all of the Withheld Costs relating to the day or days so cancelled, postponed or relocated as reasonably determined by MPE in all the relevant circumstances), such proportion to be reasonably determined by MPE having regard, amongst other things, to which day or days are so cancelled, postponed or relocated, which Events are rescheduled for other dates already scheduled for Events
- 4.4 If all Events scheduled for a particular day at the Course for which the Client has made Facility Payments are not held on that day but some or all are postponed to a later date on which VRC makes the relevant (or a comparable) Facility available (the Postponed Date), not being a date already scheduled for Events, MPE will either (at the Client's election):

- (a) subject to clause 4.3, refund to the Client the Facility Payments (less part or all of the Withheld Costs as reasonably determined by MPE in all the relevant circumstances); or
 - (b) provide to that Client the relevant (or a comparable) Facility for the Postponed Date (if available).
- 4.5 Where there is a relocation of Events and VRC does not provide an equivalent or similar facility to the Client's Facility at the alternative venue, then the Facility Payments will not entitle the Client and Associated Persons to attend the relocated Events; and MPE (subject to clause 4.2) will refund to the Client the Facility Payments (less part or all of the Withheld Costs as reasonably determined by MPE in all the relevant circumstances). For the avoidance of doubt, where the Client and Associated Persons still wish to attend the relocated Events, and MPE has sufficient space to allow the Client and Associated Persons to attend the relocated Events, MPE will only refund any difference between the face value of the ticket for the Event (or any Facility attended by the Client or Associated Persons at the Event) and the Facility Payment (less part or all of the Withheld Costs as reasonably determined by VRC in all the relevant circumstances).
- 4.6 If some Events scheduled for a particular day at the Course are held but, prior to the running of the Feature Race:
- (a) all remaining Events for that day are cancelled for any reason, whether for safety reasons or otherwise, and
 - (b) as a result, the holders of tickets to the Client's Facility are required by the VRC or other officials to promptly leave the Course and are not entitled to return to the Course on that day, then, subject to clause 4.4, MPE will refund the Client a proportion of the Facility Payments made in respect of those tickets (less part or all of the Withheld Costs as reasonably determined by MPE in all the relevant circumstances), such proportion to be reasonably determined by MPE having regard, amongst other things, to the number of horse racing Events scheduled to be run at the Course on that day which were not run due to cancellation and the services which were to be made available at the Facility on that day which were not made available due to the evacuation of the Course.
- 4.7 Refunds in relation to on-sold tickets:
- (a) Where the Client has on-sold tickets in relation to its Facility to any person in accordance with clause 11 and the Client receives a refund from MPE in accordance with this clause 4 in respect of a particular day, the Client must promptly refund to each person who has so purchased tickets to its Facility from the Client for that day a pro-rata proportion (based on the number of tickets to the Facility so purchased by the relevant person from the Client for that day as a proportion of total tickets to the Facility purchased by the Client for that day) of the amount of the refund given to the Client by MPE.
 - (b) If any person who has (in accordance with clause 11) purchased tickets to the Facility from the Client referred to in sub-clause (a) for a relevant day (the Subsequent Purchaser) has further on-sold those tickets in accordance with clause 11, and the Client referred to in sub-clause (a) gives a refund to the Subsequent Purchaser in accordance with sub-clause (a) in respect of that day, then the Subsequent Purchaser must promptly refund to each person who has so purchased tickets to the Facility from it for that day a pro-rata proportion (based on the number of tickets to the Facility so purchased by the relevant person from the Subsequent Purchaser for that day as a proportion of total tickets to the Facility purchased by the Subsequent Purchaser for that day) of the amount of the refund given to the Subsequent Purchaser by the Client referred to in subclause (a).
 - (c) Persons who have purchased tickets in relation to a Facility from a person other than MPE must seek a refund (or, where clause 4.6(b) applies, access to the relevant (or a comparable) Facility for the Postponed Date) from the person from whom they purchased their tickets. Under no circumstances will MPE pay any refund (or, where clause 4.6(b) applies, provide tickets to the relevant (or a comparable) Facility for the Postponed Date) in relation to tickets to Facilities, other than to Clients in accordance with this clause 4.
- 4.8 Refunds and exchanges are not otherwise available, including:
- (a) if there is a relocation (within Melbourne) of Events, a change as to which participants are in an Event or in the format of or any other element of any 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 substitute Events; or
 - (b) if the Client's, or any of the Associated Persons', circumstances change, or they change their minds.

4.9 All above clauses are subject to the VRC refunding MPE associated costs.

5.0 Issue of Tickets

- 5.1 MPE will arrange for tickets to be sent to the address nominated by the Client on the booking form during the week commencing 12th October 2018.
- 5.2 Clients may collect tickets from MPE the week commencing 21st November 2018 by prior arrangement. Overseas Clients must nominate a Victorian address for mailing of tickets.
- 5.3 Tickets will not be issued unless full payment has been received and all funds have cleared.
- 5.4 Once a client has received allocation of tickets the client is responsible for the tickets. In the event of them being lost or stolen MPE will do everything possible to replace tickets, but will not guarantee the replacement of any tickets. Replacement tickets will be issued with the following charges: Wristbands - \$75 per wristband. Car Park Passes - no replacements are possible.
- 5.5 Only written requests with a Statutory Declaration and the exact wristband numbers will be accepted. It is the client's responsibility to maintain a register of distribution of wristbands to your clients.
- 5.6 Clients must make arrangements to collect replacement tickets from MPE or the VRC in Flemington. Courier charges of a min \$60 apply for delivery.
- 5.7 Requests from Clients to purchase additional Corporate Facility tickets must be emailed or faxed to MPE on the appropriate booking form.
- 5.8 Requests received after 18th November will not be posted and it becomes the Clients responsibility to arrange alternative collection of the tickets.

6.0 Facility Signage

- 6.1 Each client purchasing a sole use facility has the use of the signage located on the front fence of the facility or as directed by the VRC for that type of facility.
- 6.2 For sole use facilities, artwork for signage must be received on or before 1st October 2019, any artwork received after this date is not guaranteed to be placed. Format of artwork will be advised at time of booking confirmation.
- 6.3 For syndicated facilities, The Mercury Principle Events logo will be displayed prominently at the entrance to the facility. You will be greeted by one of our staff and shown to your table.

7.0 Use of Facility

- 7.1 The client has access to sole use facilities from 10:30am on the day of their booking and the facility must be vacated by 6.00pm. Sole use clients are responsible for any additional security from the security company appointed by the VRC.
- 7.2 Corporate Facility Clients are permitted to use their facility only on the raceday or racedays for which the Corporate Facility has been booked and paid for and only during the hours nominated or to be nominated by VRC.
- 7.3 Sole use clients will have their facility decorated in a theme determined by MPE if you wish to decorate the facility in a different style then this can be done and MPE will quote to you according to your design preference.
- 7.4 No advertising or additional decoration materials are permitted inside MPE facilities.
- 7.5 The Client may provide pens and umbrellas with their company logo to be distributed to their Associated Persons
- 7.6 No advertising material whatsoever is permitted to be displayed or distributed outside the facility without written permission from the VRC or MPE.
- 7.7 The VRC, MPE and its approved contractors accept no responsibility for any property of the Client or its Associated Persons.
- 7.8 The Client acknowledges, and agrees to advise Associated Persons attending the Client's Facility, that marquees and other temporary structures cannot be insulated or temperature-controlled to the same

extent as permanent structures and that extreme weather conditions may result in some discomfort for patrons despite VRC's efforts.

8.0 Catering

- 8.1 Clients in sole use facilities are not permitted to alter menus after 1st October 2019.
- 8.2 VRC and its appointed caterer follow guidelines for Responsible Serving of Alcohol. Staff members are instructed not to serve any alcoholic beverages to guests under the age of 18 years, or to guests who are reasonably believed to be in a state of intoxication.
- 8.3 Should a Client or its guests be in breach of liquor licensing laws, or procure, aid or abet the breach of such laws by any other person, VRC may cancel the Client's Facility (without refund) and require the Client and the Client's guests to leave the Course.

9.0 On-selling

- 9.1 Clients are not permitted to on-sell any part of their facility without the written permission of MPE and the VRC.
- 9.2 Any authorised VRC on-seller purchasing the corporate dining or marquee facility will be fully responsible for the ticket holders of its facility.
- 9.3 On-selling, where permitted by VRC, will be governed under a separate agreement. Failure to comply with that agreement may result in on-selling rights being revoked.

10.0 Suppliers

- 10.1 Clients taking up corporate marquee facilities are required to use the officially appointed suppliers through MPE.
- 10.2 Clients wishing to engage companies to provide a service that is not carried out by the below suppliers must obtain written permission from the MPE. Requests must be in writing addressed. Otherwise, those suppliers may be denied entry to the Course or the Client's Facility.
- 10.3 The Client will comply with all contractual terms (whether written or not) in place between it and each authorised supplier relating to a Corporate Facility. This includes the obligation to pay such amounts for goods and/or services as reflect the number of persons in respect of whom that Corporate Facility and the relevant goods and/or services have been booked (regardless of whether that number of persons ultimately attend the Corporate Facility).

11.0 Ticketing

- 11.1 Only official VRC corporate ticketing that has been provided by MPE will be accepted for entry into MPE facilities.
- 11.2 Clients must ensure that guests display the correct ticketing at all times. No person will be admitted to any MPE facility without the correct ticketing. VRC and the appointed caterer reserve the right to refuse to admit or serve any person who is not wearing the correct ticketing and may require that person to immediately leave the relevant Facility or the Course.

12.0 Advertising and Promotions

- 12.1 The Client must not advertise or promote, or procure the advertising or promotion of, their Facility or the Event in any way without the prior written consent of VRC.
- 12.2 The Client must not use tickets to a Facility or the Event for advertising or other promotional purposes (including, without limitation, prizes, contests or sweepstakes) without the prior written consent of VRC.
- 12.3 The Client must not (except with the prior written consent of VRC) in any reference to or advertising or promotion of the Client or its activities use the name of VRC, or of any Event promoted by or on behalf of

VRC, or in any way suggest any connection between the Client and VRC, that the Client or any of the Client's activities are endorsed by VRC, or that the Client is a sponsor or in some other way connected to VRC or any event promoted by or on behalf of VRC.

13.0 General

13.1 Programs, menus, duration and timing may be subject to alteration without notice. The MPE reserves the right to vary, add, withdraw or substitute advertised programs, menus and facilities.

14.0 Indemnity and Liability

14.1 Clauses 1, 32 and 33 (inclusive) of the Conditions of Entry apply to these terms and conditions.

14.2 Without limiting the indemnity in clause 33 of the Conditions of Entry, the Client indemnifies MPE against 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 the conduct of any of the Client's Associated Persons while at the Course.

15.0 Change of Facility

15.1 MPE may at any time, by written notice to the Client (or verbally during, or within 24 hours prior to, the Event should circumstances require relocation at that time), relocate a Facility or move the Client and all Associated Persons to:

- (a) another Facility or location at the Course; or
- (b) a corporate or dining facility or other location at another venue within Melbourne to which an Event has been relocated.

15.2 In the event that are location under clause 15.1 occurs due to an event or act beyond the control of MPE (such as weather), clause 16 will apply.

15.3 MPE will use all reasonable endeavours to ensure that the new facility or location is equivalent or similar to that originally booked by the Client. To the extent that this cannot be achieved, MPE will provide a refund in accordance with clause 4, whether the relocation applies merely to the Facility or to the whole Event.

16.0 Force Majeure

16.1 Except as expressly provided under clause 4, under no circumstances will MPE be liable to the Client or to any Associated Persons if MPE is unable to perform its obligations to the Client due to any event or act beyond the control of MPE.