QATAR AIRWAYS AUSTRALIAN MOTORCYCLE GRAND PRIX 2024

ACCREDITATION CONDITIONS

Each accreditation pass granting entry to the Australian Motorcycle Grand Prix event (as defined in the *Australian Grands Prix Act 1994* (Vic) (**Act**)) held at Phillip Island (as defined in the Act) (**Venue**) known as the Qatar Airways Australian Motorcycle Grand Prix 2024 (**Event**) is subject to the following Accreditation Conditions.

Definitions and interpretation

- 1. In this document:
 - a. AGPC means the Australian Grand Prix Corporation.
 - b. Accreditation Holder means any person holding an accreditation pass on behalf of an Accreditation Organiser, including but not limited to contractors, service providers, concessionaires, exhibitors, observers, marshals, race entrants or media personnel.
 - c. Accreditation Organiser means the person or corporate entity applying to be granted Accreditation Passes for the Event. The Accreditation Organiser is represented at the Event by the Accreditation Holders.
 - d. Accreditation Pass is a:
 - personal authorisation granted by AGPC in the form of a plastic card that is printed with the Accreditation Holder's details and photograph and is accompanied by a lanyard; or
 - ii. Vehicle authorisation granted by AGPC in the form of a car windscreen sticker.
 - e. Accreditation Conditions means:
 - i. the Accreditation Conditions set out in this document, as amended by AGPC from time to time;
 - ii. the General Site Safety Rules attached to this document;
 - iii. the Attendance Conditions for the Event (available at entrances to the Event and at www.motogp.com.au);
 - iv. any conditions printed on accreditation passes;
 - v. the Act and any regulations referred to in the Act; and
 - vi. all reasonable directions given by officers, employees or agents of AGPC, Fédération Internationale de Motocyclisme (FIM), Dorna Sports S.L. (Dorna), Motorcycling Australia Ltd (MA) or Motorcycling Victoria (MV) including, without limitation, any directions or requirements in connection with access to the Phillip Island Grand Prix circuit.
 - f. Personal Information has the meaning set out in the *Privacy Act 1988* (Cth).
 - g. Vehicle means any mode of transport requiring accreditation from AGPC.

h. **Vehicle Owner** means any owner of the Vehicle who is not the Accreditation Holder.

Accreditation Holders

- 2. Where an Accreditation Pass has been issued to an Accreditation Holder for the purpose of performing agreed duties during the Event, the Accreditation Pass is <u>only</u> to be used for that purpose. For example, an Accreditation Pass must not be used to access:
 - a. the Event on days when the Accreditation Holder is not required at the Event to perform agreed duties; or
 - b. restricted areas of the Event where the Accreditation Holder is not required in that area to perform agreed duties.
- 3. Accreditation Passes, including the pass and the accompanying lanyard, must be worn <u>visibly</u> by the Accreditation Holder at all times while at the Venue.
- 4. Accreditation Holders must also carry proof of identity at all times while at the Venue and must present it upon request.
- 5. Any Accreditation Holder who breaches any Accreditation Condition may have their Accreditation Pass withdrawn or may be refused entry or directed to immediately leave the Venue by AGPC, or may be otherwise liable at law, including to a penalty issued under the Act.

Consumption of alcohol and illicit drugs

6. The consumption of alcohol and illicit drugs by the Accreditation Holder is strictly prohibited while at the Venue. The Accreditation Holder must not be under the influence of alcohol or drugs at any time while at the Venue.

Accreditation Organiser

- 7. The Accreditation Organiser must:
 - a. ensure that it only employs persons aged 15 years and over, consistent with the *Child Employment Act 2003* (Vic). Accreditation will not be provided to anyone under 15 years of age;
 - b. ensure Accreditation Holders comply with the Accreditation Conditions;
 - c. only issue an Accreditation Pass to the person whose name and photograph appears on the Accreditation Pass;
 - d. ensure that where an Accreditation Pass has been issued to an Accreditation Holder for the purpose of performing agreed duties during, before and after the Event at the Venue, the Accreditation Pass is <u>only</u> to be used for that purpose; and
 - e. ensure Accreditation Holders are aware of the warning in Accreditation Condition 44.
- 8. The Accreditation Organiser acknowledges and agrees that the Venue may be divided into different zones. Accreditation Passes will specify the zone or zones accessible by the Accreditation Holder. The Accreditation Holder

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is prohibited from entering a zone other than the zone it is granted entry to under its Accreditation Pass.

- 9. The Accreditation Organiser is responsible for all acts or omissions of Accreditation Holders at the Venue, including, without limitation, any loss, damage or injury arising out of such acts or omissions. The Accreditation Organiser indemnifies AGPC in respect of any such loss, damage or injury.
- 10. If the Accreditation Organiser breaches any Accreditation Condition, it may have any or all of its Accreditation Passes withdrawn or may be otherwise liable at law, including to a penalty issued under the Act.

Accreditation Passes generally

- 11. All Accreditations Passes remain the property of AGPC. As such, whether or not any rules and/or an Accreditation Condition has been breached:
 - a. AGPC may refuse entry to the Venue to any Accreditation Holder; and
 - b. AGPC may, in its absolute discretion, require an Accreditation Holder to surrender an Accreditation Pass at any time. If directed, the Accreditation Holder must immediately deliver the Accreditation Pass to AGPC and leave the Venue by the nearest exit.
- 12. All Accreditation Passes are strictly non-transferable. Accreditation Passes must not be sold, on-sold, exchanged or otherwise transferred (including for advertising or other promotional purposes such as prizes or sweepstakes) without the prior written consent of AGPC (acting in its absolute discretion).
- 13. The Accreditation Organiser and Accreditation Holders must keep Accreditation Passes safe and in good condition, as AGPC is not obliged to replace any Accreditation Pass under any circumstances, including but not limited to loss or theft of any Accreditation Pass.

Accreditation applications

- 14. The Accreditation Organiser must submit all applications for Accreditation Passes to AGPC no later than [5pm] AEST on [Friday 29 September 2024].
- 15. The Accreditation Organiser must not apply for an Accreditation Pass on behalf of an Accreditation Holder to days of the Event when the Accreditation Holder is not required at the Event to perform agreed duties.
- 16. The number and type of Accreditation Passes given to the Accreditation Organiser by AGPC is at the absolute discretion of AGPC. In its absolute discretion, AGPC may attach any conditions to such number and type of Accreditation Pass as it sees fit.

Accreditation Passes for Vehicles

17. The Accreditation Holder accepts that if they breach any of the Accreditation Conditions, AGPC may, in addition to any other remedy available to it at law, immediately withdraw the Vehicle accreditation and arrange for the Vehicle to be towed from the Venue.

- 18. The Accreditation Holder must not operate the Vehicle within the Venue under any circumstances:
 - a. when under the influence of drugs or alcohol;
 - b. in a careless, negligent or reckless manner; or
 - c. in excess of the speed limits.
- 19. The Accreditation Holder accepts responsibility for compliance with all relevant traffic and parking laws, site requirements imposed by Parks Victoria and any other regulations relating to the Vehicle whilst at the Venue during the Event.
- 20. The Accreditation Holder must not at any stage of the Event leave their Vehicle unlocked and unattended for any period of time.
- 21. If the Vehicle is a motor scooter, bicycle, quad or off-road vehicle, the Accreditation Holder must always wear a helmet that complies with relevant Australian Standards when operating the Vehicle as per the operator's guideline/manual.
- 22. Unless approved in writing by AGPC, the Accreditation Holder must not operate the Vehicle:
 - a. on the racetrack;
 - b. without a current Australian motorcycle/driver's licence that is valid for operation of the Vehicle;
 - outside of compliance with current Victorian Road Safety laws, including those pertaining to blood alcohol levels and the wearing of seat belts;
 - d. outside any other safety rules or requirements pertaining to their specific job role;
 - e. to tow and/or propel any vehicle, object or person;
 - f. to carry more than the number of passengers for which seats are available, including, if the Vehicle has a tray, it must not be used to carry passengers;
 - g. in a way that is contrary to the owner's manual and any warning labels affixed to the Vehicle; or
 - h. while smoking or consuming food or drinks.
- 23. The Accreditation Holder must notify AGPC as soon as practically possible, but always within 24 hours, if the Vehicle is damaged or involved in:
 - a. damage to any person or property; or
 - b. any breach of site requirements or other regulations relating to the Vehicle; or
 - c. any occupational health and safety incident or 'near miss'.
- 24. Where requested to do so, the Accreditation Holder must assist AGPC in every way to investigate and respond to any matter relating to the Vehicle, including by completing required documentation.
- 25. The Accreditation Holder must indemnify and hold harmless AGPC and the Vehicle Owner, from:
 - a. fines or penalties;
 - b. liability for claims, loss, damage, costs or expenses arising from:

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- i. the death of or personal injury to any person; or
- ii. loss, damage or destruction of any property (including the Vehicle),

which may be occasioned by my operation of the Vehicle in breach of:

- c. traffic and parking laws, site requirements and other regulations relating to the Vehicle; or
- d. infringement of these Accreditation Conditions.
- 26. Vehicle Accreditation Passes must be <u>visibly</u> displayed on the windscreen of the Vehicle prior to entry to the Venue and at all times while the Vehicle is at the Venue.
- 27. Where a Vehicle Accreditation Pass has been issued to an Accreditation Holder for the purpose of the Vehicle accessing particular areas of the Venue or performing agreed duties during the Event, the Accreditation Pass is <u>only</u> to be used for that purpose.
- 28. If a Vehicle is parked in an area within the Venue that requires a specific Accreditation Pass, and that Accreditation Pass is not displayed, or the Vehicle is causing an obstruction, inappropriately parked or for any other reasonable cause, the Vehicle may be towed by AGPC without notice at the Accreditation Holder's expense. AGPC and associated entities will not be liable for any damage occurred to the Vehicle as a result of removal of the Vehicle due to a contravention of these Accreditation Conditions.
- 29. All Vehicles are brought into the Venue at the Accreditation Holder's own risk.

Accessory Vehicle Safety

- 30. To prevent injury and ensure the safe operation of Accessory Support Vehicles (Golf Buggies/Carts ATVs) (Accessory Vehicle), the following safety requirements apply. These safety requirements apply if the Accreditation Holder has supplied their own Accessory Vehicle or the Accessory Vehicle has been supplied by AGPC.
- 31. An Accreditation Holder who operates an Accessory Vehicle (**Operator**) is responsible for their actions and the actions of any passengers whenever they are operating Accessory Vehicles at the Venue.
- 32. Operators must adhere to all directions and instructions given by AGPC staff regarding the use and operation of the Accessory Vehicle including vehicle no-go zones.
- 33. All Accessory Vehicles must be fitted with seat belts and must be worn by all occupants whenever the Accessory Vehicle is in motion.
- 34. Accessory Vehicle passengers must be seated while the Accessory Vehicle is in motion **no seat, no ride**.
- 35. Operators must not operate or attempt to operate an Accessory Vehicle in a manner contrary to the manufacturer's guidelines.
- 36. Operators are prohibited from operating Accessory Vehicles for which

- they do not hold the requisite licence (where required) or are not trained or authorised to operate.
- 37. Operators must not operate an Accessory Vehicle while under the influence of any alcohol, illicit drugs or medications that may impact the Operator's ability to operate the Accessory Vehicle.
- 38. Operators are prohibited from using mobile phones or radios while operating an Accessory Vehicle.
- 39. Helmets are to be worn by Operators and passengers when travelling in an ATV.
- 40. Patrons are not to be transported in Accessory Vehicles unless authorised by AGPC to do so or for mobility assistance or emergency medical transport.
- 41. All Operators must adhere to posted Venue speed limits.
- 42. Accessory Vehicles operating in shared pedestrian areas must always travel at walking pace and have a spotter to the front of the Accessory Vehicle when in crowded areas.
- 43. Vehicle security is important to prevent inadvertent or deliberate misuse, damage or theft. Operators must:
 - a. remove keys from the Accessory Vehicle and lock any doors (if applicable) when parked or left unattended.
 - b. where applicable, the supplied lock is to be used to secure the Accessory Vehicle when parked or left unattended.
 - c. only park in designated parking areas.

Release

- 44. <u>WARNING</u>: MOTOR RACING, THE EVENT AND ACTIVITIES ASSOCIATED WITH THE EVENT (INCLUDING WITHOUT LIMITATION, SUPPORT EVENTS) ARE DANGEROUS AND ACCIDENTS CAN HAPPEN.
- 45. To the extent permitted by law, the Accreditation Organiser and Accreditation Holders exclude, release and forever discharge AGPC, the Crown in right of the State of Victoria, the Minister administering the Act, Dorna, FIM, Dorna Worldwide S.L., Externpro S.L., Fontetes Motor, S.L., Fontetes Motor S.L., Promomedia, S.L.U, Motor Medical Team S.L., International Events Services S.L., Promotor Les Comes Special Events S.L., International Road Racing Team Association, PI Circuit Pty Ltd, PI Graydens Pty Ltd, PI Sunrise-McGuigan Pty Ltd, PI Visitor Centre Pty Ltd, PI Operations Pty Ltd, Linfox Property Group Pty Ltd, Fox Group Holdings Pty Ltd, Integrated Event Delivery Management Pty Ltd, MA and MV, all other persons involved in the conduct, promotion and organisation of the Event including teams, service companies, national and international officials, race direction, clerks of the course, sporting technical stewards, timekeepers, marshals, MotoGP Medical Team, MotoGP Health Center, sponsors, TV broadcasters, all accredited media, all VIP guests from the above mentioned bodies, competitors and riders (such parties to

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include where relevant all directors, officers, employees, agents, contractors and affiliated companies and their respective personnel) from all liability for claims, loss, damage, costs or expenses (whether arising under statute, from negligence, personal injury, death, property damage, infringement of third party rights or otherwise) arising from or in connection with the Event and Accreditation Passes issued under these Accreditation Conditions.

Event footage

- 46. The Accreditation Organiser and any Accreditation Holder acknowledges that:
 - a. they have no rights whatsoever in respect of any sound recording, visual footage or audio-visual footage (in any medium whatsoever) (Recording), or any information or other data, including official timing, results, performance, telemetry, weather or race control data (Data) of, at, or in relation to any Event, including photographic images and any still pictures derived or capable of being derived from a Recording (Image) and acknowledges that such rights vest only with AGPC, FIM or FOM or any one of them;
 - b. where entitled to do so, by law, agreement with third parties or otherwise, AGPC may grant to any other person or corporation any right, title, licence and interest in any Image or Recording;
 - c. should they acquire any right, title or interest at any time in any of the Recording, Data or Image they must not in any way use it and must immediately assign it to AGPC at no charge; and
 - d. they must not make, create, store, record, transmit, broadcast, reproduce or use (or authorise the making, creating, storing, recording, transmission, reproduction or use of) any form of Recording or Image, and must not store, record, transmit, reproduce or use any Data, of at or in relation to the Event for any form of public advertisement, display, commercial gain or for any other purpose (except for the private enjoyment of the person making the Recording, Data or Image) except with the prior written permission of AGPC in its absolute discretion.

Personal Information

- 47. AGPC may collect personal information (within the meaning of Australian privacy legislation) in accordance with AGPC's Privacy Policy (available at www.motogp.com.au) about Accreditation Organisers or Accreditation Holders which is necessary for it to operate the Event and to help promote the Event and subsequent Australian Motorcycle Grands Prix or Formula One events or related or similar events. Unless Accreditation Organisers or Accreditation Holders advise AGPC otherwise, they consent to receiving future communications from AGPC for such purposes.
- 48. AGPC will comply with applicable privacy legislation in respect of any Personal Information collected in connection with Accreditation Passes for the Event.

General

- 49. AGPC may add to, alter or otherwise vary any Accreditation Conditions without notice to Accreditation Holders or the Accreditation Organiser.
- 50. Under the Act, AGPC controls the Venue during the Event. At all times, AGPC or its representatives may with reasonable cause refuse entry to any Accreditation Holder or direct any Accreditation Holder to leave the Event.
- 51. These Accreditation Conditions are governed by the laws of the State of Victoria.

On behalf of the Accreditation Organiser, I declare that:

- I have the authority to submit this application on behalf of the Accreditation
 Organiser and each prospective Accreditation Holder;
- all information provided by the Accreditation Organiser to AGPC is true and complete;
- I have read, understood, acknowledge and agree to the Accreditation Conditions;
- the Accreditation Organiser unreservedly accepts responsibility and liability for the Accreditation Holders in accordance with Accreditation Condition 9;
- each Accreditation Pass issued to the Accreditation Organiser will only be provided to the person whose name and photograph appears on the Accreditation Pass; and
- Accreditations Passes will not be transferred.

ANY UNAUTHORISED USE OF AN ACCREDITATION PASS OR CONTRAVENTION OF THESE ACCREDITATION CONDITIONS MAY RESULT IN REMOVAL OF THE ACCREDITATION HOLDER FROM THE VENUE, OR WITHDRAWAL OF ALL ACCREDITATION PASSES ISSUED TO THE ACCREDITATION ORGANISER.