

## **Summernats is a safe place for everyone**

\* I agree that the verbal or physical harassment of anyone, in any way, at Summernats is unacceptable. If I engage in such behavior, I will be ejected from the Summernats.

## **Event Code of Conduct**

Zero tolerance to anti-social behaviour, physical or verbal aggression, indecent, obscene or threatening language, sexually harassing behaviour, offensive or indecent behaviour.

Failure to comply with a reasonable direction from event management or responsible authorities.

Any anti-social behaviour will result in removal from the event.

## **MOTOR SPORT ACTIVITIES ARE INHERENTLY DANGEROUS RECREATIONAL ACTIVITIES**

In exchange for being able to attend or participate in the Event, you agree to release the Event organisers, sanctioning body, promoters, sponsor organisations, land owners and lessees, organisers of the Event, their respective servants, officials, representatives and agents (collectively, the "Associated Entities") from all liability for death, personal injury (including burns), psychological trauma, loss or damage (including property damage) ("harm") howsoever arising from your participation in or attendance at the Event, except to the extent prohibited by law.

You agree that the Associated Entities do not make any warranty, implied or express, that the Event services will be provided with due care and skill or that any materials provided in connection with the services will be fit for the purpose for which they are supplied, and you agree to attend or participate in the Event at your own risk.

You acknowledge that the risks associated with attending or participating in the Event include but are NOT LIMITED to the risk that you may suffer harm as a result of:

- (a) motor vehicles (or parts of them) colliding with other motor vehicles, persons or property;
- (b) high levels of noise exposure;
- (c) acts of violence and other harmful acts (whether intentional or inadvertent) committed by persons attending or participating in the Event; and
- (d) the failure or unsuitability of facilities (including grand-stands, fences and guard rails) to ensure the safety of persons or property at the Event.

You agree that motorsport is dangerous and that accidents causing harm can and do happen and may happen to you. 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.

### **Summernats Car Festival**

1. 'You' and 'your' refers to the customer. 'We', 'us', 'our' and event organiser refers to Summernats 38 Pty Ltd (**ABN 61 681 726 474**). This 'agreement' means these terms and conditions and any other conditions specified by us on our booking form.
2. All tickets are non-refundable and non-exchangeable except in accordance with the applicable laws in the region of purchase. Includes any charitable donation.
3. Event organisers reserve the right to withdraw, reschedule or substitute features and may vary advertised programs, prices and venues.
4. An individual's attendance at the event will be governed by any state, territory and/or federal Government health orders at the time of the event. In you are prevented from attending the event due to a Government Health Order, you can transfer the value of your purchase to another event or product under the management of Summernats 38 Pty Ltd.
5. Age of child is determined at the date of the event not at the purchase date.
6. Children must be accompanied by a responsible adult at all times.
7. Anyone aged 16 and under planning to camp, must be accompanied by a responsible camping adult at all times.
8. No alcohol, illicit drugs glass, animals, fireworks, weapons, pools and spas, drones, motorcycles, motorised scooters or eskies, skateboards or any unauthorised vehicles are to be brought into the event site. No fires or open flames under any circumstances.
9. Still cameras (not professional) are permitted but images may only be used for private purposes and not public display. Patrons offer consent to be included in film and sound recordings of the event and for these recordings to be used by the event organiser.
10. You may be recorded on CCTV or other surveillance at or near the Venue, filmed or photographed individually or in a crowd, and have your voice recorded during the Event. By attending, you irrevocably consent, without compensation, to

Summernats 38 Pty Ltd and its nominees using your likeness and voice globally and indefinitely for purposes such as broadcast and promotion through any means, including audio and visual recordings. For the full Summernats Privacy Policy, please refer to <https://summernats.com.au/privacy-policy/>.

11. Entry may be refused if tickets are damaged or defaced in any way or are not purchased through an authorised point of sale. Ticket to be exchanged for event wristband at event ticket box to gain entry and re-entry. Broken wristbands will not be honoured or replaced.
12. All bookings and ticket purchases are non-transferable and may not be sold or transferred by you.
13. The right is reserved to charge a fee for the replacement of tickets.
14. The right of admission is reserved and is subject to the event organiser and the venues terms of admission.
15. It is a condition of entry that you submit to a search of person or possessions on entry to the venue if we decide to take such action.
16. To the fullest extent permitted by law, we do not accept liability of any nature for the acts, omissions or default of those providing services in connection with 'Summernats 38 Pty Ltd' or any liability for any illness, injury, damage, loss, delay or additional expenses which are incurred at or in association with this event. Where legislation implies any condition or warranty which cannot be excluded or modified, that condition or warranty will be deemed to be included in this agreement. However, our liability for any breach of such condition or warranty will be limited, at our option, to the resupply of the services or the cost of having the services supplied again. In no event will we be liable for any indirect, consequential, exemplary or special damages.
17. You acknowledge that neither we nor the venue will be responsible for any loss or damage to the property (including personal property such as bags, money or other personal items) brought to or purchased at the event by you or your invitees.
18. You will be liable for any loss or damage caused at the event by you or your invitees.
19. We reserve the right to cancel or postpone the event for any reason.
20. You must ensure that you and your invitees act in an orderly manner when attending the event. We may refuse entry or evict you or any of your invitees if they are behaving in a disorderly, offensive or inappropriate manner.

21. There will be no refund on any unused portion of tickets if you or your invitees are asked or forced to leave or if you decide not to attend any part of the Event.
22. Pursuant to your booking, we may need to collect and keep personal information about you including your name, address, credit card or payment details, telephone number and the names of all ticket allocations. We may need to disclose your personal information as required by law or as permitted under the Privacy Act. Our Privacy Policy outlines how we will handle your personal information.
23. 'Summernats 38 Pty Ltd' cares for the environment and community. Please be respectful and place any litter in the bins provided around the venue.
24. For the safety of all patrons, we strictly prohibit moshing, stage diving, crowd surfing, circle of death, wall of death, circle pits, and any other associated or similar activities. Patrons engaging in such behaviour may be removed from the event without refund.

This agreement is governed by the laws of Canberra, Australia.