

# 2011 Melbourne Cup Carnival

## Event Accreditation Terms & Conditions

### General

- 1) By completing an Online Application, each Applicant and their Corresponding Company declare that they have each read and understood, and that they agree with and agree to be bound by, these terms and conditions and also the *Conditions of ticketing and entry for Flemington Racecourse* and any other terms and conditions applying to the Site or the relevant Zones, each of which are available at [www.melbournecup.com/conditions](http://www.melbournecup.com/conditions) (**Course Conditions**). Each Applicant warrants that he or she is duly authorised to enter into these terms and conditions as a contract on behalf of his or her Corresponding Company. These terms and conditions only apply in relation to the Lock Down Period (24<sup>th</sup> October, 2011- 9<sup>th</sup> November, 2011). The Corresponding Company is jointly and severally responsible, along with the Accredited Party, for the acts and omissions of the Accredited Party.
- 2) To the extent of any inconsistency, these terms and conditions prevail over any other Course Conditions.

### Accreditation Process

- 3) Accreditation is required for all people working at the Site on the four days of the Melbourne Cup Carnival, which are as follows.
  - Derby Day – Saturday 29<sup>h</sup> October, 2011.
  - Cup Day – Tuesday 1<sup>st</sup> November, 2011.
  - Oaks Day – Thursday 3<sup>rd</sup> November, 2011.
  - Stakes Day – Saturday 5<sup>th</sup> November, 2011.Accreditation is also required for all people entering the Site on the non-racedays of the Lock Down Period (24<sup>th</sup> October, 2011-9<sup>th</sup> November, 2011).
- 4) If a Company needs to obtain accreditation for more than one Applicant, the relevant Company must nominate a single representative (the **Supervisor**) to manage the accreditation process for that Company and associated Applicants and liaise as necessary with VRC. For the avoidance of doubt, nothing in these terms and conditions provides the Supervisor with a right to access the Site, unless that Supervisor is also an Accredited Party. This clause does not prevent anyone who holds a valid ticket from entering the Site.
- 5) The Corresponding Company must ensure that each associated Accredited Party is aware of and complies at all times with these terms and conditions and the Course Conditions relevant to that Accredited Party.
- 6) Online Applications:
  - a) Incomplete Online Applications will not be considered for Accreditation.
  - b) Online Applications must be uploaded and/or filled out at <http://accred.vrc.net.au>
  - c) The accreditation deadline is Friday 16<sup>th</sup> September 2011.
  - d) Applicants (and Supervisors, where applicable) must only request Accreditation to the extent required to enable the Applicant to properly perform his or her professional duties in connection with the Cup Carnival.
  - e) Applicants must provide contact details which will allow VRC to contact them at all times during the Lock Down Period.
- 7) VRC discretion in relation to Accreditation
  - a) Submitting an Online Application provides no guarantee that the Applicant will be granted Accreditation. Accreditation is granted to Applicants at VRC's sole discretion.
  - b) Accreditation will only be granted to Applicants who are required to attend the Site in a working capacity.
  - c) The Zone(s) for which the Accredited Party will be authorised will be determined by VRC at its sole discretion based on factors including (but not limited to) the Applicant's anticipated role and occupational health and safety requirements.
  - d) Without limiting any of these terms and conditions, if VRC receives a National Police Certificate or other information from a statutory authority which, in VRC's opinion, indicates that an Accredited Party is unsuited to working in the capacity for which Accreditation has been obtained, then VRC may:
    - (i) require that the Accredited Party be deployed in a different role or location; or
    - (ii) where VRC considers redeployment impractical, immediately revoke the Accredited Party's Accreditation.
- 8) Approval

- a) If an Applicant is approved for Accreditation, the VRC will provide that Applicant with a single, non-transferable Accreditation Device for the Lock Down Period.
- b) VRC will notify all Applicants (or Supervisors if relevant) via email, post, phone or fax about the outcome of their Accreditation application.
- c) VRC reserves the right to withdraw, or to amend the terms of, any Accreditation at any time and will notify the Accredited Party accordingly.
- d) Accreditation Devices for Accredited Parties will be available for collection from 17<sup>th</sup> October 2011 from Flemington Racecourse Operations.

#### **Lost Accreditation Devices**

- 9) If an Accreditation Device is lost or stolen, then the VRC may elect to (but does not guarantee to) issue a duplicate Accreditation Device to the relevant Accredited Party, provided that:
  - a) the loss or theft is supported by a valid statutory declaration which is presented to Flemington Racecourse Operations within 24 hours following the occurrence of the loss or theft, and
  - b) an administrative charge of \$50 is paid to VRC by the Applicant or their Corresponding Company.
 The reissue of any duplicate Accreditation Device will be at the sole discretion of VRC.

#### **Substitution for Accredited Parties**

- 10) If an Accredited Party, or their Corresponding Company, wishes to substitute another individual for that Accredited Party, the Accredited Party or their Corresponding Company must send written communication to Flemington Racecourse Operations immediately, stating the reason for this substitution, the relevant details of the Accredited Party being replaced and the Accreditation Device number. A separate, complete Online Application must be provided for the proposed substitute.
- 11) If an Accreditation Device has already been issued to the Accredited Party (or to their Supervisor), that Accreditation Device must be returned to VRC with the written communication referred to in paragraph 10).
- 12) VRC reserves the right, in its sole discretion, to refuse the proposed substitution for any reason whatsoever, or to limit the scope of the Accreditation granted to the substitute Applicant in any manner whatsoever including, but not limited to, the restricting of Zone(s) to which the substitute Accredited Party may have access.
- 13) VRC will consider the request for substitution and will notify the Accredited Party and the substitute Applicant whether they have been successful in their request for substitution.

#### **Conduct of Accredited Parties**

- 14) Accredited Parties must wear each element of their Accreditation Device at all times or they will be denied access to the Site and the relevant Zones.
- 15) Accredited Parties must ensure that each element of their Accreditation Device remains visible at all times while present at the Site. Unless it would be unsafe for the Accredited Party to do so, lanyards should be worn around the neck and not placed in pockets or handbags.
- 16) Alcohol is not to be consumed by ANY Accredited Party during the Melbourne Cup Carnival until 30 minutes after the final race of the day, and in any event is not to be consumed by any individual whilst performing official work duties at the Site. Accredited Parties must not be under the influence of illegal drugs or an excess of legal drugs at any time while at the Site or otherwise performing official work duties for VRC.  
Abuse of alcohol will not be tolerated and intoxicated people will be escorted from the site. An Accredited Party must not be under the influence of any substance which makes it unsafe for the Accredited Party to perform the function in relation to which they have been granted Accreditation.
- 17) For the purpose of ensuring the safety and security of all persons attending the Site, the Accredited Party must, if requested by stewards, safety personnel, security staff, police or any other persons duly authorised by VRC or by law:
  - a) produce a valid Accreditation Device;
  - b) submit to inspections (including inspections of bags, vehicles and other property), body checks or removal of unauthorised objects; and
  - c) comply with the instructions and direction of such persons.
- 18) Unless authorised in writing by VRC, Accredited Parties must not directly or indirectly engage in (or authorise or procure that other persons engage in) the marketing or promotion of any products or services while at the Site or in the vicinity of the Site, including (without limitation):

- a) promotion of products and services which compete with those offered by VRC or its sponsors; and
  - b) ambush marketing.
- 19) An Accredited Party must not at any time do anything (while present at the Site or otherwise) which is likely to reduce or diminish the good name and reputation of VRC or any of its sponsors, the business of VRC or the goodwill and reputation associated with the Cup Carnival.
- 20) Accredited Parties must conduct themselves with a high standard of professionalism while present at the Site pursuant to their Accreditation, and at all times in a manner that is lawful and courteous.

#### **Zones**

- 21) Unless authorised by VRC, an Accredited Party must not enter or remain in a Zone which is not specified on that Accredited Party's Accreditation Device.
- 22) Accreditation Devices do not include access to any marquees. Accredited Parties must only enter a marquee if they are invited to do so by the host of the marquee (provided that they continue to observe these terms and conditions and all other contractual or legal obligations) or are working in that particular marquee.

#### **Revocation of Accreditation**

- 23) All Accreditation Devices remain the property of VRC. In the event of a breach or suspected breach of any of these terms and conditions by an Accredited Party, or in the circumstances outlined by clause 7)d)(ii) above, VRC may revoke or suspend that Accredited Party's Accreditation with immediate effect.
- 24) VRC will be entitled to revoke or suspend an Accredited Party's Accreditation if it appears that any changes have been made to their Accreditation Device (unless made by representatives of VRC), the Accreditation Device was not obtained directly in accordance with VRC procedures, or the Accredited Party does not comply strictly with any directions or instructions of VRC.
- 25) At VRC's discretion, if an Accredited Party's Accreditation is revoked or suspended, VRC may also revoke or suspend the Accreditation of other Accredited Parties who have the same Corresponding Company.
- 26) Upon the revocation or suspension of an Accredited Party's Accreditation, that Accredited Party's right to access the Site or Zone(s) is deemed removed and the Accredited Party must immediately return the Accreditation Device to VRC, leave any relevant Zone and also vacate the Site, unless in possession of a valid ticket on a raceday. The Accredited Party may be escorted from the Site and/or a Zone if that Accredited Party does not leave immediately of his or her own volition.

#### **Prohibition on sale or resupply of Accreditation Devices**

- 27) Accreditation Devices must not be offered, sold or otherwise supplied to any person by an Accredited Party. If an Accreditation Device is offered, sold or otherwise supplied in breach of these terms and conditions, the relevant Accredited Party's Accreditation will be revoked or suspended, and further action may be taken by VRC against that Accredited Parties or their Corresponding Company at VRC's discretion.

#### **Equipment**

- 28) Each Accredited Party may bring to the Site such equipment as is necessary for that Accredited Party to perform the functions for which Accreditation has been granted to that Accredited Party. All such equipment must comply with relevant laws and the applicable VRC contract, and be submitted for inspection, testing and/or tagging (where appropriate) prior to being first brought onto the Site, and then upon request by VRC at any time. An Accredited Party must immediately remove from the Site any equipment that VRC believes does not comply with this paragraph, any relevant law or the applicable VRC contract.

#### **Respect for Patrons**

- 29) Accredited Parties must be respectful of patrons present at the Site and not diminish their enjoyment of the Event.
- Without limiting paragraph 29):
- a) Priority for spectator seating is for VRC members and the general public; and
  - b) Accredited Parties must leave walkways and spectators' lines of sight clear and keep noise and other disruptions to the minimum required to perform their duties.

#### **Photography**

- 30) Unless authorised by VRC in writing, an Accredited Party must not:
- a) bring into or use within the Site any photographic or video cameras or equipment that VRC, in its absolute discretion, deems unacceptable for the purpose of paragraph 30 (b) below, which may include (without limitation) camera tripods, monopods or professional photographic or video cameras or equipment;

- b) take or make any video recordings, films, still pictures, photographs or any other images within the Site nor use, publish or distribute any images, for profit, gain, public advertisement, display or for any other purpose except for the private enjoyment of the person taking or making the images, or for the proper and reasonable purposes of performing work consistent with the Accredited Party's accreditation; or
  - c) while present at the Site, make or distribute any broadcasts, telecasts, commentary, interviews, news reports or statistics (by any means in any format or media including any such commentary made by mobile phone or other wireless communications device) pertaining to the Cup Carnival.
- 31) On request by VRC, the Accredited Party must promptly assign to VRC in writing, on a royalty-free basis and at the Accredited Party's cost, all intellectual property in any images taken in breach of paragraph 30), and upon doing so the Accredited Party irrevocably consents to VRC (and any other person authorised by VRC) doing anything which, but for the consent, would or might infringe moral rights in the images.

#### **Liability and indemnity**

- 32) The Accredited Party and their Corresponding Company agree and acknowledge that, to the extent permitted by law, VRC will not be liable for any loss or damage suffered by the Accredited Party or their Corresponding Company, or caused by any acts or omissions of VRC or employees, agents or contractors of VRC, or any other persons present at the Site or the Zones. Nothing in this paragraph 32) or these terms and conditions affects any liability that VRC may have for any:.
- a) breach by VRC of any express provision of these terms and conditions;
  - b) breach by VRC of any term implied into these terms and conditions under the general law; or
  - c) tort committed by VRC,
- save that any liability of VRC to an Accredited Party or Company pursuant to these terms and conditions or otherwise will not extend to loss of chance, profits, revenue, income, dividends or winnings or indirect or consequential loss.
- 33) Each Accredited Party and their Corresponding Company must jointly and severally indemnify VRC against liability for or in respect of any claims, demands, actions, suits or proceedings, costs, expenses, loss, damage, personal injury or death of any person arising out of or in connection with any acts or omissions of the Accredited Party or their Corresponding Company while at the Site.
- 34) Nothing in these terms and conditions affects anyone's rights pursuant to the *Australian Consumer Law* or any other legislation to the extent that such legislation gives those rights priority over these terms and conditions.
- 35) VRC is not liable for incorrect entry of information by the Applicant, or for the consequences of technical malfunctions of the Internet or individual components of computer hardware or software.

#### **Approval and Accreditation of Motorised Vehicles**

##### 36) Application

Any person wishing to use any Vehicle at the Site must make an application for Vehicle Accreditation to Flemington Racecourse Operations, and may not use any Vehicle at the Site until the Accreditation is granted and then upon the terms and conditions of the grant of Accreditation, including but not necessarily limited to these terms and conditions.

##### 37) Accreditation of Vehicles

A Vehicle must not be used at the Site for transportation purposes unless the Vehicle:

- a) is Accredited by Flemington Racecourse Operations ;
- b) displays an accreditation pass issued by Flemington Racecourse Operations in respect of the Vehicle; and
- c) carries a current registration sticker/label and is used as intended by the manufacturer.

##### 38) Obligation of the Operator

The Operator must at all times:

- a) comply with these terms and conditions; and
- b) ensure that all persons who use the Vehicle comply with these terms and conditions.

##### 39) Limitations on Areas and Times of Use

###### a) Designation of Areas and Times

Vehicles must be used only in such areas and at such times as are specified by Flemington Racecourse Operations.

###### b) Limitations at Certain Times

Without limiting clause 39) (a), Vehicles may not be used at the Site before 7:30am without the special written approval of the Racecourse Manager.

###### c) Hill Road Restrictions

Hill Road will be closed to all Vehicles on Racedays during the period between 9.30am to 8.00pm. Emergency vehicles and emergency bicycles will have full access to Hill Road as required.

#### 40) Site Conditions

##### a) Right of Way

All vehicles at the Site must at all times:

- i) give pedestrians right of way;
- ii) give horses right of way; and
- iii) adhere to designated speed limits.

##### b) Service Vehicle Access

The operators of all Service Vehicles at the Site must:

- i) ensure that the Service Vehicle is parked in a designated parking area on all Racedays; and
- ii) ensure that the Service Vehicle is not used to ferry people in and around the Site.

##### c) Restricted Raceday Access Vehicle

The Operators of Restricted Raceday Vehicles cannot access the Site between 9.30am and 7.00pm.

#### 41) Use by Authorised Persons Only

##### a) Authorised User

No person other than an Operator in respect of whom the Accreditation is granted by Flemington Racecourse Operations, or that Operator's authorised employees, may be in possession of, drive, ride or otherwise use the Vehicle at any time (other than as a passenger).

##### b) Licence required

Motor vehicles, motorcycles and motor scooters may be ridden only by a person holding a current licence valid for that type of vehicle.

#### 42) Safety

##### a) Helmets to be worn

A helmet must be worn at all times by every rider of a motorcycle, motor scooter or bicycle.

##### b) Use in a safe manner

A vehicle must be driven or ridden in a safe manner (including but not only a safe speed) at all times, particularly in crowded areas.

The Site has a speed limit of 40 km/h (reduced to 20 km/h during the Melbourne Cup Carnival lockdown period).

##### Vehicles

must slow to 10 km/h when passing horses. Horses have right of way at all times.

##### c) Carriage of Passengers

The driver of a golf cart must ensure that the golf cart carries at any time only the number of passengers for which seats are available, and

that no passengers ride in the tray. Similarly, no person may ride in or on, or otherwise be attached to, any vehicle other than in the correct position in a seat provided for the purpose by the manufacturer.

##### d) No towing

A Vehicle must not be used to tow or propel any other Vehicle, object or person.

##### e) Towing of Vehicles

An Operator of a Vehicle the subject of a breach of these terms and conditions will, unless VRC determines otherwise, be given 15 minutes' notice to remove the Vehicle from the Site. If the Operator fails to comply with the instruction to remove the Vehicle, VRC will arrange for the Vehicle to be towed to a designated location at the expense of the Operator. Details of the location of the towed Vehicle will be available through the Help Desk.

##### f) No Driving or Riding by Intoxicated Persons

The Operator of a Vehicle must:

- i) ensure that the Vehicle is not driven by any person under the influence of any drug or alcohol and does not carry passengers under the influence of any drug or alcohol; and
- ii) immediately contact the Help Desk if an intoxicated person attempts to access, move or use the Vehicle in any way.

#### 43) Notification of Incidents

The Operator and any person using a vehicle must immediately notify the Help Desk on 9371 7194 or extension 91 of any damage to any person or property involving the Vehicle (including any bystander) and complete an incident report and any other paperwork required by any representative of the VRC. Incident report forms are available from Flemington Racecourse Operations.

#### 44) Indemnity

The Operator hereby indemnifies and shall keep indemnified the VRC and holds and will continue to hold the VRC harmless against all claims, actions or proceedings that may be incurred in respect of the death of or personal injury to any person (including the user or passenger of a Vehicle) and all loss, damage or destruction to any property (including the Vehicle) arising directly or indirectly from the possession, use or operation of the Vehicle by any person at the Site.

#### **Privacy**

45) VRC collects personal information in order to accredit individuals and their vehicles for access to the Site and to ensure continued safety and security on the Site. For these purposes, VRC may exchange information about Applicants and Accredited Parties with third parties, such as contractors and law enforcement authorities. This may include seeking further information from those parties about Applicants or Accredited Parties. Each Applicant and Corresponding Company is deemed to have read the privacy notice in the application for Accreditation and agrees to the uses of personal information set out in that notice.

#### **Miscellaneous**

46) These terms and conditions do not impose any limitation or restriction on the legal remedies that VRC may pursue against Applicants, Accredited Persons or Companies in relation to their conduct.

47) VRC reserves the right to make alterations to the times, dates and venue of the Cup Carnival, including (without limitation) force majeure, safety and security concerns or decisions of VRC, RVL or any other competent authority.

48) Any information requests or notices pertaining to these terms and conditions should be addressed to the Event Operations and Logistics Department, Victoria Racing Club Limited, 448 Epsom Road Flemington 3031, Melbourne, Victoria, Australia.

#### 49) Severability and Amendments

- a) If any provision(s) of these terms and conditions are declared void, ineffective or unenforceable by any competent court, the remainder of these terms and conditions will remain in effect as if such void, ineffective or unenforceable provision(s) had not been included.
- b) VRC reserves the right to make reasonable unilateral amendments to these terms and conditions at its discretion, provided that it does so in accordance with all relevant laws. All such amendments will take effect as notified by VRC to the affected Accredited Parties (and on the date of the notice if no other date is specified).

#### **Definitions**

**Accreditation** means a personal and non-transferable right of access to the Site and one or more Zone(s) for a limited period, in accordance with the function to be performed by the holder during the Lock Down Period in relation to the Cup Carnival.

**Accreditation Device** means the official proof of Accreditation which serves to grant the Accredited Party access to the Site and relevant Zones for a specified period, and which includes each of:

- (a) an Accreditation identification card;
- (b) an official VRC Accreditation lanyard.

**Accredited Party** means any Applicant granted Accreditation by VRC.

**Applicant** means any individual who has applied for Accreditation.

**Corresponding Company** means the Company which is specified on the Online Application.

**Company** means a company, partnership or other organisation which provides services to VRC or VRC's members, customers, clients or patrons in relation to the Cup Carnival.

**Cup Carnival** or **Melbourne Cup Carnival** means the 2011 Melbourne Cup Carnival, including Derby Day (29<sup>th</sup> October 2011), Cup Day (1<sup>st</sup> November

2011), Oaks Day (3<sup>rd</sup> November 2011) and Stakes Day (5<sup>th</sup> November 2011).

**Flemington Racecourse Operations** means a duly authorised member of the VRC department of that name (or its successor in respect of relevant duties) which is responsible for management of the Site, including event operations, permanent facilities, tracks, gardens and grounds.

**Help Desk** means the help desk office located at the Site, which can be contacted on 9371 7194 or extension 91.

**Lock Down Period** means the period from Monday 24<sup>th</sup> October 2011 to Wednesday 9<sup>th</sup> November 2011 inclusive.

**Online Application** means the official form and method of application made available by VRC via the Internet to be completed and uploaded by an Applicant and their Corresponding Company in order to be considered by VRC for Accreditation.

**Operator** means a person granted approval to bring onto and use a Vehicle at the Site for the purpose of Transportation at the Site.

**Person** includes any individual person, company, partnership, trust and any other form of organisation, incorporated or unincorporated, as the context requires.

**Racecourse Manager** means the person holding that title, or their delegate or successor, including any person or persons to whom relevant duties for the purposes of these terms and conditions (including administration of Course Conditions) may be delegated from time to time.

**Raceday** includes any day on which a race meeting is held at the Site during the Melbourne Cup Carnival.

**Restricted Raceday Access Vehicle** means any Vehicle Accredited as a Restricted Race Day Access Vehicle.

**RVL** means Racing Victoria Limited (ACN 096 917 930).

**Service Vehicle** means any Vehicle Accredited as a Service Vehicle.

**Site** means Flemington Racecourse, including all adjacent public and members' car parks and other areas managed or controlled by VRC.

**Transit Pass** means a temporary vehicle pass given to Vehicles who need to make deliveries or access the Site for short periods of time during the Lock Down Period

**Vehicle** means any motor vehicle, golf cart, motorcycle, motor scooter or bicycle.

**Vehicle Accreditation** refers to one of the following permits granted by Flemington Racecourse Operations to an Operator allowing to the Flemington Race Course.

- (a) Service Vehicle;
- (b) Restricted Raceday; and
- (c) Non Raceday
- (d) Transit Pass

**VRC** means Victoria Racing Club Limited (ACN 119 214 078)

**Zone(s)** means particular pre-defined areas of the Site which have different access restrictions to other areas of the Site.