



## CONDITIONS OF ENTRY

### Entry

- 1 By entering the Venue you are deemed to have accepted and understood as binding on you these Conditions of Entry and any accompanying risks and obligations and responsibilities. It is your responsibility to read and inform yourself of these Conditions of Entry.
- 2 You acknowledge that you enter the Venue at your own risk and that if you do enter the Venue, there is a possibility of an incident causing property damage or loss, personal injury or death. By entering the Venue you accept the risks involved with doing so, including not limited to the risks of injury, property damage or loss resulting from the following:
  - (a) an incident involving the movement of horses (including their sulky), greyhounds or other animal where contact is made with persons or property (for example: a person being hit, kicked, pushed, bitten, stood on, trapped, or trampled; an animal breaking through barriers, fences or other enclosure and coming into contact with persons, vehicles or structures);
  - (b) equipment failure, use or its location;
  - (c) temporary structures (including without limitation umbrellas, marquees and gazebos, chairs), parts thereof or other debris being dislodged by wind, hail, storm, snow and rain coming into contact with persons, vehicles or structures;
  - (d) harmful acts (whether intentional or inadvertent) committed by persons (such as intoxicated persons) present at the Venue;
  - (e) an act or omission from trying to prevent or preventing the movement of an animal;

- (f) collision between vehicles, between vehicles and people or between vehicles and structures; or
- (g) vehicles being stolen, or items within vehicles being stolen.

- 3 Additional conditions apply to entry into mounting yard, stables, kennels and if you participate in the Events. Entry to those areas will not be granted nor will you be permitted to participate in the Events unless you are registered to do so and you agree to the additional conditions.
- 4 Pet animals are prohibited on the Venue, except if the Venue is the Devonport Showgrounds. In that case, pet animals are prohibited on the Venue during racing industry and ancillary activities.

### Participation in Events – For Licensed Persons

- 5 Tasracing provides Clubs with Tasracing's Equipment for Events. If you participate in Event(s), you must read and agree to the Waiver and Indemnity Conditions which is part of the Licence Application Form issued by Racing Services Tasmania for the relevant Code of Racing, in addition to these Conditions of Entry. By participating in the Events, you are deemed to have accepted and understood the Waiver and Indemnity Conditions and these Conditions of Entry.

### Venue Conditions

- 6 You must not, without express authorisation of Tasracing, enter the racetrack itself or stalls or any area where the movement of animals (horses and greyhounds) occur or any area of the Venue where you are prohibited to enter (including children under your supervision), as indicated by fencing, cordons, locked doors, signage or otherwise. If you do so, you may be (without limitation) removed from the Venue, banned from

- attending the Venue in the future and subject to legal action.
- 7 You must whilst at the Venue comply with:
- (a) all relevant laws; and
  - (b) reasonable requests and directions given by Tasracing, its staff, appointed officials or persons authorised by Tasracing.
- 8 You must not bring into the Venue any alcohol, illegal substance, glass, cans, firearms, weapons, fireworks or any other items that Tasracing deems (in Tasracing's sole discretion) to be dangerous. Bag searches may be undertaken to ensure compliance with this condition.
- 9 Veterinarian officials are permitted to bring medicine onto the Venue for purpose of treating Registered Animals.
- 10 You must not engage in any conduct or act towards or speak to any jockey, trainer, member of a film crew, media commentator, steward, or any other official or other Venue patron in a manner which intends to humiliate, is intimidating or offensive, threatens, disparages or vilifies that other person on the basis of that other person's race, religion, colour, descent or national or ethnic origin.
- 11 Tasracing reserves the right to refuse entry to, or remove from the Venue any person who, in the opinion of any Tasracing representative is:
- (a) behaving in a manner which has the potential to disrupt the orderly conduct of race meetings, cause nuisance or offence to officials and other patrons, harm to persons or animals (horses and greyhounds), or damage to property;
  - (b) dressed inappropriately;
  - (c) appear to be intoxicated or under the influence drugs; or
  - (d) fails to comply with any of the Conditions of Entry.
- 12 You will not do any of the following in or near the Venue:
- (a) misuse, deface, damage, remove from the Venue or tamper with any building, fixture, vehicle, apparatus, pipe, electrical equipment, sign or excavate or cause to be excavated any part of the area used for Events or other activities at the Venue;
  - (b) post, stick, place or erect portable structures (including umbrellas or selfie sticks) or attempt to post, stick, erect portable structures or place any poster, placard, bill, banner, print, paper or any advertising material on any building structure, fence, tree or at the Venue that hinders the viewing of the Event, without the prior written consent of Tasracing;
  - (c) deposit litter, except in a receptacle provided for that purpose;
  - (d) throw or attempt to throw any stone, bottle, projectile or other object;
  - (e) disrupt, interrupt or behave in any manner that may disrupt or interrupt any of the Events or other activities at the Venue, distract, hinder or interfere with a person involved in the Event, interfere with the comfort of other patrons on their enjoyment of any of the Events;
  - (f) act in a manner that may startle, spook, distract, interfere with, endanger or cause alarm and harm to any horses or greyhounds or other patrons present at the Venue, including mounting yards, stables, kennels and the racetrack.
  - (g) interfere with, obstruct or hinder Tasracing or its employees, agents or contractors in the exercise of their powers, functions or duties; or
  - (h) smoke in areas within the Venue nominated as non-smoking.

- 13 You may be requested to provide proof of identity/ and or age at any time.

### Minors

- 14 Persons under the age of 18 are not permitted entry to the Venue unless accompanied by a responsible adult and must remain within the immediate vicinity of the adult at all times. If you bring children to the Venue, you are responsible for the care, conduct and supervision of those children at all times. You are responsible for any acts or omission committed by children whom you have brought to the Venue.

### Car parks and personal possessions

- 15 You must not park in any area that:
- (a) is designated by Tasracing or persons authorised by Tasracing as a no parking area; or
  - (b) are restricted from parking due to *Building Code of Australia* for emergency services requirements.
- 16 Entry into the parking and leaving of vehicles in the car parks at the Venue is at the risk of the driver/rider and passengers.
- 17 Whilst at the Venue you are responsible for your own property. You must not leave bags or possessions unattended at any time and should ensure all valuables are removed from vehicles.

### Rules of Racing

- 18 Patrons attending racecourses in Tasmania are subject to the Rules of Racing.

### Recording, use of images and personal information

- 19 You will not bring into the Venue any photographic, video or audio recording equipment, which may include, without limitation, video recorders, audio recorders, camera tripods, monopods or lenses or

commercial digital video equipment. However, you may carry non-commercial photographic, video or audio equipment for purposes that qualify as private and non-commercial.

- 20 Unless authorised by Tasracing, you must not take or make any video recordings, films, still pictures, photographs or any other image within the Venue nor use, publish or distribute any images, films or soundtracks for profit, gain or public advertisement, display or any other purpose except for private enjoyment of the person taking or making the images. On request by Tasracing, you must immediately assign to Taracing in writing on a royalty-free basis all intellectual property in the images and irrevocably consent to Tasracing (and any other persons authorised by Tasracing) do anything which, but for the consent, would or might infringe moral rights in the images, films or soundtracks.

- 21 You must not:

- (a) sell, license, publish any recordings taken or made inside the Venue (including, without limitation, photographs, video recordings, data recordings or sound recordings);
- (b) broadcast or narrowcast by any means whatsoever (regardless of how the footage is obtained including, without limitation, by way of any handheld personal device) any images, sounds, data, results or commentary of or concerning any of the Events or other activities at the Venue;
- (c) attempt to sell or distribute any goods or advertising, promotional or political or similar to persons attending the Venue or
- (d) conduct any advertising, promotional or political campaign or activity or commercial marketing (including with others) anywhere at the Venue,

without the prior written consent of

Tasracing.

- 22 You acknowledge that Tasracing and third parties authorised by Tasracing may make or record film, photographs or other forms of moving picture, still picture or any of them of an Event.
- 23 You hereby grant Tasracing and third parties authorised by Tasracing permission to use photographs, film, take or other images or likeness of you (including, without limitation, of you attending, viewing or participating in Events or if you are an owner of horse or greyhound present at the Venue, you consent to your horse/greyhound being photographed, filmed and/or recorded) (**Image**), in any media throughout the world and for any purpose (including promotional purposes), without identification, nor further request for consent or compensation of any kind.
- 24 Tasracing and third parties authorised by Tasracing may collect personal information about you to the extent necessary for it to operate the Venue and Events and to help promote the Venue and Events. In particular, Tasracing and third parties authorised by Tasracing, may collect your name, address and phone number to conduct research, marketing and promotional activities on behalf of Tasracing.
- 25 You have certain rights to access your personal information held by Tasracing and can request access by contacting Tasracing's Privacy Officer at Tasracing Pty Ltd PO Box 730 Glenorchy TAS 7010 or visit Tasracing's website at <http://tasracing.com.au/privacy-policy/> for its privacy policy.

#### **Breach of Conditions of Entry**

- 26 If you breach these Conditions of Entry, or Tasracing with reasonable cause so directs, you may be refused entry to the Venue, be removed from the Venue, have your car towed (at your expense) or be reported to an appropriate law enforcement body.

- 27 Tasracing is entitled to take any action or remedy specified in the Conditions of Entry. This will not limit any of Tasracing's other rights, remedies or other actions available to Tasracing at law.

#### **Liability and Indemnity**

- 28 To the fullest extent permitted by law, Tasracing shall not be held liable for any Loss, sustained by you or persons under your supervision (including children) arising out of or as a direct or indirect consequence of your attendance at the Venue, participation in Events or use of Tasracing's equipment, except to the extent the Loss was caused by Tasracing's gross negligence, wrongful act or omission.
- 29 Any liability of Tasracing to you under the Conditions of Entry or otherwise will not extend to loss of chance, profit, revenue, income, dividends or winnings or indirect or consequential loss.
- 30 You indemnify Tasracing against all Loss which Tasracing may sustain arising out of or in connection with any of your acts or omission while at the Venue, except to the extent the Loss was caused or contributed to by Tasracing.

#### **Variations**

- 31 Tasracing reserves the right to update or modify these terms and conditions at any time without prior notice and you agree to abide by the most recent version of this Conditions of Entry each time you enter the Venue. In the event that any changes are made, the revised terms and conditions shall be posted on Tasracing's website immediately.

#### **Definitions**

- 32 In these Conditions of Entry, unless the contrary intention appears, a word importing the singular includes the plural (and vice

versa) and “**includes**” in any form is not a word of limitation and:

**Club** means a race club registered under the provisions of the *Racing Regulations Act 2004 (Tas)*, as amended or an incorporated body representative of the Licensed Persons’ industry (as relevant).

**Code of Racing** means, according to the context, thoroughbred racing, harness racing or greyhound racing.

**Conditions of Entry** means these Conditions of Entry, as amended from time to time and an abridged version posted at entrances to the Venue. Full terms of the Conditions of Entry is available from Tasracing’s website at <http://tasracing.com.au/conditions-of-entry/>

or available from Tasracing on request.

**Event** means any event at the Venue including but not limited to racing, trialling or training for all Codes of Racing.

**Licensed Person** mean racing participants in the relevant Code of Racing, that are licensed and/or registered with Racing Services Tasmania.

**Loss** means any loss, cost, damage, charge, claim, liability, expense, harm or injury.

**Racing Services Tasmania** is a division of Department of State Growth.

**Registered Animal** means a greyhound or horse registered by Racing Services Tasmania.

**Rules of Racing** means national and local racing rule for all Codes of Racing.

**Tasracing** means Tasracing Pty Ltd (ACN 137 188 286).

**Tasracing’s Equipment** means equipment provided by Tasracing to the Clubs for use as determined by the Clubs.

**Venue** means the ground at which an Event is conducted, being the address of the designated ground where the Event is to take place, together with any other public areas near the Venue that are controlled by or on behalf of Tasracing at the time of the Event.

**you** means an individual member of the public that enter the Venue or a Licensed Person who participates in the Events. **your, yours** and other grammatical variances of that concept in these Conditions of Entry have the corresponding conceptual meaning in the context they are used.

**Waiver and Indemnity Conditions** can be found on Tasracing’s website at <http://tasracing.com.au/waiver-and-indemnity-conditions/> and is to be read in conjunction with the Conditions of Entry.