TERMS AND CONDITIONS OF TICKETING AND ENTRY

Please note the following Terms and Conditions of your entry into Newcastle Racecourse:

SECTION 1: TICKETING

1.1 Tickets are sold subject to the following Terms and Conditions:

a) No refund or exchange on any ticket except as set out in Condition **b) i.**

b) If a race meeting is cancelled or rescheduled prior to commencement of the meeting, ticketholders may either:

i. Request exchange tickets for an equivalent meeting by returning the tickets to Newcastle Jockey Club Limited (NJC) within two business days of the cancelled or rescheduled meeting and NJC will, if possible, provide the exchange tickets (but does not guarantee that it will be able to do so). An equivalent meeting means, for a Carnival Race Meeting, another Race Meeting during the same Carnival, and for a Standard Race Meeting, another Standard Race Meeting, in both cases during the same year, or

ii. Return the tickets to NJC within thirty days of the cancelled meeting to obtain a refund of the price paid for the tickets (excluding any booking charges)

1.2 NJC reserves the right to cancel, reschedule and/or vary advertised race meetings and races at any time.

1.3 Tickets may not be resold or offered for resale at a premium (including via on-line auction sites) or, without the written permission of NJC, used for commercial, advertising, or promotional purposes in connection with other goods or services.

1.4 Breach of this condition may result in cancellation of the ticket and refusal of entry to the ticketholder.

1.5 By purchasing tickets to attend a race meeting at Newcastle Racecourse, patrons acknowledge and agree to these Conditions of Ticketing and Entry and acknowledge NJC's Privacy Policy available on the Newcastle Racecourse Website.

SECTION 2: ENTRY

2.1 By purchasing tickets to attend a race meeting at Newcastle Racecourse, you are deemed to have accepted the following Terms and Conditions of Entry.

2.2 Please note that additional restrictions apply to entry of the Mounting Yard, and entry to that area will not be granted unless patrons agree to those restrictions at time of entry.

2.3 Visitors enter the Racecourse at their own risk.

2.4 NJC accepts no responsibility for injury to any person (including injury resulting in death), or damage to loss of property of any visitor occurring on or about the Racecourse.

2.5 NJC reserves the right to refuse entry to, or remove from, the racecourse any person who, in the opinion of any NJC representative, is:

- **a)** Behaving, or is a group of persons behaving in a manner which is causing or is likely to cause disruption, nuisance, or offence to other patrons, harm to persons or horses, or damage to property
- **b)** Dressed inappropriately or in fancy dress
- **c)** Fails to comply with any of these Terms and Conditions of Entry to the Racecourse

2.6 Persons who are or appear to be intoxicated or under the influence of drugs upon arrival or whose presence at the Racecourse could be detrimental to the good conduct of racing will be refused entry.

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2.7 The following are not permitted to be brought onto the Racecourse:

- **a)** Beach umbrellas, tables, or pop-up Marquees
- **b)** Alcohol or illegal substances
- **c)** Knives, firearms, or other items that could potentially be used as a weapon
- **d)** Flares, fireworks, plastic horns, musical instruments, whistles, laser lights, balloons, and other items which may have the potential to cause alarm and/or harm to animals or other patrons
- **e)** Food items unless prior permission has been obtained via Management
- **f)** Any other item deemed by any NJC representative to have the potential to disrupt the orderly conduct of the race meeting and/or cause a breach of NJC's duty of care to all persons entering the racecourse

2.8 Bag searches may be undertaken to ensure compliance with this condition.

2.9 Patrons may not bring animals onto the Racecourse (other than a companion animal in the company of a sight or hearing-impaired person).

2.10 Patrons are not permitted to trespass onto the racetrack at any time and will be prosecuted if they do so.

2.11 Patrons may be requested to provide proof of identity and/pr age at any time.

2.12 Security cameras operate in this venue, patrons may be filmed.

2.13 'Bucks Parties' are not permitted into the venue as stated on the Club's Liquor Licence.

SECTION 3: LIQUOR ACT 2007

3.1 Under the Liquor Act 2007, alcohol must not be removed from the Racecourse.

3.2 It is an offence to sell, supply, or obtain liquor on behalf of persons under the age of 18.

3.3 Patrons observed consuming alcohol on approach to the venue will be denied entry.

SECTION 4: MINORS

4.1 Persons under the age of 18 are not permitted entry to the Racecourse unless accompanied by a Parent or Guardian and must always remain in the company of the adult.

4.2 A simple definition of a Parent or Guardian is 'a person over the age of 18 who is a Parent or Guardian of the minor and must be old enough to be that Parent'.

4.3 The Parent or Guardian is responsible for the care, conduct and supervision of the young person, and for any acts or omissions of that young person.

4.4 Failure to wear or remove the band during attendance at the Racecourse may result in the Guardian and Minor being asked to leave.

SECTION 5: CAR PARKS AND PERSONAL POSSESSIONS

5.1 entry into the parking and leaving of vehicles in the car parks at the Racecourse is subject to the risk of the driver/rider and passengers.

5.2 While at the Racecourse, patrons are responsible for their own property.

5.3 Patrons must not leave bags or possessions unattended at any time and should ensure all valuables are removed from vehicles.

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SECTION 6: GAMBLING AND WAGERING

6.1 It is an offence to transmit from this Racecourse betting odds being offered by Bookmakers on any horse.

6.2 Patrons under the age of 18 are not permitted to gamble, and if caught will be prosecuted.

SECTION 7: RACING NSW

7.1 Patrons attending Racecourses in NSW are subject to the Australian Rues of Racing (including the NSW local rules of racing) administered by Racing NSW.

SECTION 8: PHOTOGRAPHY, FILMS AND RECORDINGS

8.1 By attending a Race Meeting, each patron acknowledges that he/she may be photographed, filmed and/or recorded in any way and:

a) Consents to being photographed, filmed and/or recorded by or behalf of the NJC for NJ''s advertising and promotional purposes (including, without limitation for promotion of NJC Race Days), and

b) If the patron is an owner of any horse present at the Racecourse or whose image is displayed at the Racecourse, consents to their horse/s being photographed, filmed and/or recorded by or on behalf of the NJC for the NJC to use and reproduce such photographs, films, and recordings (including the colours worn by relevant Jockeys) for NJC's advertising and promotional purposes

c) Assigns any and all intellectual property rights they may have in such photographs, films and recordings to NJC, and agrees that NJC and its successors and assigns will own all right, title and interest in such photographs, films and recordings and may exercise all

intellectual property rights existing in or in relation to any such photographs, films and recordings throughout the world in perpetuity, free from any liens, claims, encumbrances or right of termination by the patron or anyone else, and

d) Waives absolutely and irrevocably any moral rights they may have in or in relation to any of the Photographs, films and recordings referred to in this condition.

SECTION 9: NO SALE OR DISTRIBUTION OF GOODS OR MATERIAL

9.1 Patrons must not attempt to sell or distribute any goods or advertising, promotional or political materials or similar to persons attending or exiting the Racecourse without the written consent of the NJC.

SECTION 10: REFUNDS

10.1 Refunds may be approved subject to the following Terms and Conditions:

a) A refund may be issued to a customer if the product received is faulty

b) All refunds must be approved by a Manager prior to being issued

c) A refund will not be approved if the customer has changed their mind after the purchase

d) All refunds will be applied to the debit/credit card used to make the purchase

e) All refunds will be applied to the debit/credit card used to make the purchase within five business days

SECTION 11: BREACH OF CONDITIONS OF ENTRY

11.1 If you breach any of the above Terms and Conditions, or NJC (with reasonable cause) so directs, you may, without limitation:

a) Be refused entry to the Racecourse

b) Be evicted from the Racecourse

c) Be required to surrender articles in your possession

d) Have your ticket confiscated or cancelled, and/or

e) Be reported to an appropriate law enforcement body

SECTION 12: NON-SMOKING VENUE

12.1 Patrons must adhere strictly to NJC's directions and signage prohibiting smoking in all smoke free areas of the Racecourse as required by the Smoke Free Environment Act 2000 (NSW) (ACT).

12.2 It is an offence under the Act to smoke or vape in areas designated by the Act as a 'Smoke Free Area'.

12.3 Designated Smoking Areas are clearly signed and available away from spectator areas.

SECTION 13: PRIVACY, MARKETING & COMMUNICATIONS

13.1 Newcastle Jockey Club (NJC) and Newcastle Racecourse may collect personal information from patrons, members, customers, and guests in connection with ticket purchases, event attendance, hospitality bookings, membership applications, competitions, promotions, enquiries and other interactions with NJC.

13.2 USE OF PERSONAL INFORMATION

Personal information may be used for purposes including:

- Processing ticket purchases and bookings
- Administering membership and customer accounts
- Providing customer support and event information
- Conducting competitions and promotions
- Improving NJC products, services and customer experiences
- Complying with legal and regulatory obligations, and

- Communicating with patrons regarding NJC activities, products and services.

13.3 EVENT AND SERVICE COMMUNICATIONS

NJC may contact patrons regarding matters associated with their ticket purchase, booking, attendance at an event, membership or use of NJC services, including event information, venue conditions, postponements, cancellations, operational updates, safety notices and other service-related communications.

13.4 MARKETING COMMUNICATIONS

By purchasing tickets, making a booking, becoming a member, entering a competition or otherwise engaging with NJC, patrons acknowledge that NJC may use their contact details to communicate information regarding:

- Race meetings
- Events and entertainment
- Membership opportunities
- Hospitality and dining offerings
- Competitions and promotions
- Sponsor activations, and
- Other products and services offered by NJC.

These communications may be provided by email, SMS and other communication channels permitted by law.

13.5 OPTING OUT

Patrons may opt out of receiving marketing communications at any time using the unsubscribe facility included within the communication or by contacting NJC directly.

Opting out of marketing communications will not prevent NJC from sending service-related communications associated with tickets, bookings, memberships or event attendance.

13.6 PRIVACY POLICY

The collection, use, storage and disclosure of personal information by NJC is governed by NJC's Privacy Policy available on the Newcastle Racecourse website.

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