

# Terms and Conditions

## Wifi Network



You are about to access the internet via a wireless hotspot ("WiFi Hotspot") operated on behalf of Victoria Racing Club Australia Pty Ltd, ABN 32 119 214 078, of 448 Epsom Road, Flemington, Victoria 3031, Australia ("VRC"). By clicking "I ACCEPT", you agree to be bound by these terms and conditions ("Terms") and the VRC Privacy Policy (available at <https://www.flemington.com.au/footer-links/privacy-policy>). Please read these Terms carefully. If you do not agree to be bound by these Terms, you should not use this WiFi Hotspot.

### 1. WiFi Compatibility

- 1.1 To register and connect to the internet via the WiFi network, you are responsible for ensuring that your device is compatible with the WiFi network provided by VRC("WiFi Network").
- 1.2 The public WiFi Network is only available at the Flemington Racecourse. This service is available on your device only when it is within the operating range of our WiFi Network, which is subject to change by VRC at any time without notice.

### 2. Conditions of use and access

- 2.1 You must only use the WiFi Network for the purpose of accessing the internet, and in accordance with these Terms.
- 2.2 You agree not to use the WiFi Network in a manner that is unlawful, harmful, illegal, fraudulent, discriminatory or prohibited by these Terms.
- 2.3 During the course of your use of the WiFi Network, you must not access, store, distribute or transmit any viruses or any content that (without limitation):
  - 2.3.1 is unlawful, harmful, threatening, defamatory or obscene;
  - 2.3.2 facilitates illegal activity;
  - 2.3.3 depicts sexually explicit images;
  - 2.3.4 is discriminatory on the basis of (without limitation) race, gender, colour, religion, sexual orientation or disability; or
  - 2.3.5 is otherwise illegal or would cause damage or injury to any person or property.
- 2.4 The WiFi Network is intended for your limited personal, non-commercial, non-exclusive, non-transferable use, and you will not use it for any other purpose, including (without limitation), reselling access to the WiFi Network to a third party, or hosting a web server or other server.
- 2.5 You acknowledge and agree that, during your use of the WiFi Network, VRC may access your device and information stored on it (such as device type and Media Access Control ("MAC") address) to troubleshoot issues related to your device type or the WiFi network; investigate activity that may slow or interrupt the WiFi

Network or that may be in violation of these Terms; or to co-operate with enforcement agencies.

- 2.6 By providing the WiFi Network, VRC does not control, and is not responsible for, any data, content, services or products that you access, download or buy from a third party provider while connected to the WiFi Network. VRC accepts no responsibility and will not be liable for any damage to, or viruses or other harmful code that may infect your device or other property on account of, or in connection with, your use of the WiFi Network.
- 2.7 The WiFi Network maybe used for displaying advertisements. When you are using the service, VRC may add tags necessary for the display of advertisements of VRC and/or a third party on the web pages you browse. When using the WiFi Network, you accept that VRC may change the contents displayed on the web pages.

### 3. No service guarantee

- 3.1 VRC does not guarantee uninterrupted provision of the WiFi Network and does not provide any service level with respect to availability or specifically in relation to access and download speeds for persons utilising the WiFi Network. Actual network speed and accessibility will vary based on device configurations, compression, distance, network congestion, interference, memory, storage and other factors.
- 3.2 Your use of the WiFi Network is entirely at your own risk, and VRC makes no warranties or representations as to the accessibility, security, stability or reliability of the WiFi Network. VRC specifically disclaims any liability or responsibility for any faults, failures or interruptions or the accuracy, timeliness, completeness, security or reliability of any communications (including, without limitation, any transactions) made using the WiFi Hotspot.

### 4. Liability

- 4.1 These Terms must be read and construed subject to any statutory provisions which cannot lawfully be excluded, restricted or modified, including the Australian Consumer Law ("Statutory Provisions"). If any such Statutory Provisions apply then, to the extent to which VRC is entitled to do so and at VRC's option, VRC limits its liability pursuant to such provisions to the re-supply or the payment of the cost of having the services supplied again.
- 4.2 The WiFi Network is provided "as is" and, subject to these Terms, VRC excludes all conditions or warranties which would otherwise be implied into these Terms whether by law, statute or otherwise.
- 4.3 You agree to indemnify, release and hold harmless VRC from and against all loss, damage, liability, charge, expense or cost (including all reasonable legal costs on

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an indemnity basis) of any nature or kind arising from your use of the WiFi Network or your breach of these Terms.

- 4.4 Neither party will be liable to the other for indirect, incidental, special or consequential loss or damage or for loss of revenue, profits, goodwill, opportunity or data or interruption of business or cost of capital ("Consequential Loss") or for claims from third parties for Consequential Loss regardless of the Cause of Action and even if a party has been advised of the likelihood of such loss or damage.

### 5. Privacy

- 5.1 For the purpose of this section 5, "Personal Information" has the same meaning as section 6 of the Privacy Act 1988 (Cth).
- 5.2 You acknowledge and agree that your Personal Information will be collected, used, disclosed and stored strictly in accordance with VRC's Privacy Policy, available at <https://www.flemington.com.au/privacy> (specific references in Appendix 2).
- 5.3 You acknowledge and accept that while your device is turned on and located at Flemington Racecourse, VRC uses GPS to track and record your location ("Location Information"). You acknowledge and agree that Location Information will be collected and stored by VRC. To the extent Location Information constitutes Personal Information, VRC will collect, use, disclose and store that information strictly in accordance with VRC's Privacy Policy.

- 5.4 You may request access to your Personal Information by contacting VRC's privacy officer on 1300 727 575.

- 5.5 If you choose to use the WiFi Network to access websites, services or content, or purchase products from third parties, your Personal Information may be available to the third-party provider. This collection of Personal Information will be governed by the security, privacy and other policies (if applicable) of the third party provider, and VRC accepts no liability for breach of applicable privacy laws by third parties.

### 6. Jurisdiction

These Terms and Conditions are governed by the laws of Victoria and the courts of Victoria and shall have the non-exclusive jurisdiction to resolve any disputes arising out of or under it.

### 7. Variation

VRC may amend these Terms from time to time, such updated Terms to be available at <https://www.flemington.com.au>