



Membership Conditions

THIS IS AN IMPORTANT DOCUMENT AND YOU SHOULD READ IT CAREFULLY. UPON AGREEING TO THESE MEMBERSHIP CONDITIONS, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THESE MEMBERSHIP CONDITIONS

Definitions

1. In these terms and conditions:
 - (a) **Annual Reserved Car Park** means an allocated car space in VRC's annual reserved car park area on VRC race days only.
 - (b) **Application Form** means and includes the Membership application form for the VRC, whether in hard or soft copy, through an applicable webpage of, or form from, the VRC.
 - (c) **Automatic Renewal** means You submitting an Application Form in which you consent (in accordance with these Membership Conditions) to the VRC automatically renewing Your Membership annually, deducting payment and storing your credit or debit card details, in accordance with these Membership Conditions.
 - (d) **Car Pass** means a pass for an unallocated car space in VRC's Members unreserved car park area on VRC race days only.
 - (e) **Course** means Flemington Racecourse and the surrounding car parks and grounds controlled by or on behalf of the VRC.
 - (f) **Financial Member** is a Member who has paid their annual subscription and any other fees in full as required under these Membership Conditions and the VRC constitution.
 - (g) **Guest Card** means an annual guest pass which grants a non-Member admission to the Course and Members Enclosure (excluding Member only areas) on VRC race days.
 - (h) **Junior Member** means a Financial Member in the 'Junior' category of Membership.
 - (i) **Membership** means membership of the VRC in accordance with the VRC constitution and Member has the corresponding meaning.
 - (j) **Membership Card(s)** means the non-transferable card associated with a Member's paid subscription to the VRC.
 - (k) **Membership Conditions** mean these membership terms and conditions as amended by the VRC from time to time.
 - (l) **Members Enclosure** means the facilities within the Course that are accessible only by Members and their guests, as determined by VRC and updated from time to time.
 - (m) **Membership Fee** means the fee payable for the relevant category of Membership for the forthcoming year, as notified by the VRC prior to expiration of the previous Membership year, including the fee for any selected Car Pass and/or Guest Card (if available for purchase for that category of Membership).
 - (n) **Phar Lap Club Member** means a Financial Member in the 'Phar Lap Club' category of Membership.
 - (o) **Renewal Form** means and includes the Membership renewal form for the VRC, whether in hard or soft copy, through an applicable webpage of, or form from the VRC or over the telephone to a representative of the VRC.
 - (p) **VRC** means Victoria Racing Club Limited (ABN 32 119 214 078).
 - (q) **You** means and includes any or all, as the case may be, of:
 - (i) the person applying for, or renewing, Membership through the Application or Renewal Form; and
 - (ii) the parent/guardian applying for, or renewing, a Junior Member or Phar Lap Club's Membership on their behalf through the Application Form or Renewal Form; and
 - (iii) the Member or Junior Member or Phar Lap Club Member, or prospective Member or Junior Member or Phar Lap Club Member on whose behalf a person is applying for, or renewing, Membership through the Application or Renewal Form.

Rules of Membership

2. These Membership Conditions and any other terms and conditions of membership comprise a contract between You and the VRC, which is necessary and reasonable for administering and facilitating Your Membership.
3. You acknowledge Your application for Membership will be accepted upon notification to You by the VRC and You acknowledge that You will be bound by and agree to comply with such rules, by-laws, terms and conditions, policies and procedures as may be imposed by the VRC with respect to the conduct, administration and management of:
 - (i) Your Membership;
 - (ii) the Course;
 - (iii) the supply of the VRC's goods and services, including these Membership Conditions, and also including but not limited to:
 - (a) [Constitution of the VRC](#);
 - (b) [By-Laws of the VRC](#);



Membership Conditions

- (c) [Ticketing and Conditions of Entry for Flemington Racecourse;](#)
- (d) [Members Events terms and conditions;](#)
- (e) [Members Dining terms and conditions;](#)
- (f) [Private and Shared Facilities terms and conditions;](#)
- (g) [Birdcage & Reserved Car Parks terms and conditions;](#)
- (h) [Conditions of Use for On-Site Transport;](#)
- (i) [VRC Members Code of Conduct;](#) and
- (j) Any other terms and conditions, policies and procedures as implemented by the VRC from time to time and notified to You via email and/or by the VRC uploading the relevant terms and conditions to, as amended by the VRC from time to time in its sole discretion.

4. You warrant that all information provided in Your Application Form and/or Renewal Form is true and correct at the time of submitting the Application Form / Renewal Form. You acknowledge these Membership Conditions cannot be amended by You. If You do amend these Membership Conditions Your application for Membership will be null and void and cannot be accepted by the VRC.

5. You agree that You will be subject to, and submit unreservedly to, the jurisdiction, procedures, penalties and any appeal mechanisms of the VRC. You agree You will follow any rules and/or directions set by the VRC in connection with Your Membership and understand that if You fail to comply with any such rules or directions You may not be permitted to continued Membership, and no refund will be given.

Automatic renewal of Membership

6. If You opt-in to Automatic Renewal (if available for that type of Membership) by selecting the 'opt-in' box in the Application Form, You: (i) authorise the VRC to automatically renew Your Membership for the subsequent calendar year (exact date to be confirmed by VRC at least two weeks prior to the renewal date); (ii) authorise the VRC to debit Your credit or debit card as outlined in clause 11(b); and (iii) authorise the VRC to securely store your credit or debit card details to facilitate the payment(s) referred to in this clause 6.

7. VRC will renew automatically Your Membership on the basis that the information provided in any Application Form or Renewal Form (as applicable) remains true and correct. You are obliged to update Your details as required either via logging into your membership portal or contacting Membership Services on 1300 727 575.

8. The VRC will provide You with notice, by email or such other means of notification as determined by the VRC in its sole discretion, of the relevant Membership Fee for the forthcoming Membership year, no later than in July in each calendar year.

9. The Membership Fee payable by You for any future Membership years will include the Car Pass and/or Guest Card (if available with that type of Membership and if so, if any) selected by You on the original Renewal Form in which You consent to Automatic Renewal. To add or remove a Car Pass and/or Guest Card from your Membership for any future Membership year, You must log into Your 'membership portal' or contact VRC Membership Services on 1300 727 575 prior to the renewal date. If you selected the instalment option under clause 11(b)(ii), payment for any Car Pass and/or Guest Card must be made up front.

10. You can opt out of Automatic Renewal by contacting VRC Membership Services on 1300 727 575.

Payment of Membership Fee

11. Payment of Your Membership Fee may be made by any of the following:

(a) if You do not opt-in, or have previously opted-out of Automatic Renewal, by credit card (either online, over the telephone or by inserting applicable details in the Renewal Form) or cheque, annually as directed in the Renewal Form; or

(b) if You consent to Automatic Renewal, payment by credit card or debit card, by inserting Your credit or debit card details into the Renewal Form or confirming the details over the phone or in person to Membership Services, in which case:

(i) if You select the annual option, Your nominated credit or debit card:

(A) will be debited as soon as possible after lodgement of the Renewal Form;

(B) details will be securely stored on the VRC's secure system for the duration of Your ongoing consent to Automatic Renewal; and

(C) will be debited each calendar year (exact date to be confirmed by VRC at least two weeks prior to the renewal date) of every subsequent year, subject to clause 10 of these Membership Conditions; or

(ii) if You are a Full Member and select the instalment option, which is only available for



Membership Conditions

selection prior to 1 August in each year, Your nominated credit or debit card:

- (A) will be debited in three instalments for the Membership Fee, with the first instalment occurring on or prior to 1 August and the second and third instalments on the first business day in October and December on a date selected by VRC;
- (B) will be debited for any Car Pass and/or Guest Card selected by You;
- (C) details will be securely stored on the VRC's secure system for the duration of Your ongoing consent to Automatic Renewal; and
- (D) will be debited in three instalments during the same months outlined in (A), and as soon as possible after notification of the renewal of any annual passes under (B), of every subsequent year (exact date to be confirmed by VRC at least two weeks prior to the relevant payment date), subject to clause 10 of these Membership Conditions.

- 12. Credit and debit card payments will be debited from Your credit or debit account within 48 hours of the date nominated for payment by VRC.
- 13. If a payment (including an instalment payment) fails or a debit is dishonoured, VRC will attempt to re-process the payment once, and contact You via telephone, over email or via SMS (including a combination of these methods if the initial contact is not successful). If VRC is unable to contact You and/or no further payment is made, or if VRC does make contact but You do not pay the Membership Fee, then you will no longer be a Financial Member and will no longer be entitled to the benefits of Membership. You may also be dealt with, in VRC's discretion, in accordance with clause 7.3 of the VRC constitution, including but not limited to possible suspension or expulsion of Membership.
- 14. If You select the instalment option under clause 11(b)(ii) and one or more instalments are not paid prior to 30 July in any year, in addition to any action under clause 13, You are ineligible to renew Your Membership until all outstanding amounts are paid.
- 15. If You consent to Automatic Renewal and consider a withdrawal has been made incorrectly, You should contact Membership Services either via email or phone and request that the withdrawal be reviewed. VRC will investigate any claims of incorrect withdrawals

thoroughly and process refunds for any proven claims as soon as practicable.

Refunds and cancellation

- 16. Your Membership is non-refundable and cannot be cancelled in exchange for a refund, except at the sole discretion of the VRC. You may cancel Your Membership without refund at any time by providing notice in writing to the chief executive of the VRC in accordance with the VRC constitution.
- 17. Requests for refunds may be made in writing to the VRC and are at the sole discretion of the Executive General Manager – Membership, Ticketing and Customer Operations.
- 18. An inability to access the Course on one or more race days during a Membership year due to COVID-related restrictions does not entitle You to a refund of Your Membership Fee.

Membership Cards

- 19. Membership Cards expire annually at the conclusion of the VRC Membership year and may be renewed in accordance with clause 11. A Membership Card will not be valid until payment is received by VRC.
- 20. Membership Cards serve as evidence of Membership and must be presented on request.
- 21. A Membership Card admits the holder to the Course and Members Enclosure.
- 22. Membership Cards are not transferable and must not be resold nor used for promotional or other commercial purposes. If this condition is breached, entry may be denied and disciplinary action taken against any Member involved.
- 23. Membership Cards remain the property of VRC and must remain visible at all times. If a Membership Card is found, please return to:

Victoria Racing Club
448 Epsom Road
Flemington VIC 3031

Member Dress Regulations

- 24. When in a Members Enclosure or Members area, Members and all Members' guests must comply with VRC Dress Regulations, as published from time to time and available at vrc.net.au/what-to-wear

Guest Ticketing

- 25. You are entitled to purchase a Guest Card and/or guest ticketing to Member events, Member dining and VRC



Membership Conditions

race days, in accordance with any restrictions set out in the terms and conditions referred to in clause 3 above.

Terms and Conditions, available at vrc.net.au/terms-conditions.

26. You agree and acknowledge that You are responsible for any non-compliance of Your guests with these Membership Conditions, and for any of Your guests' acts or omissions while present at the Course or a Members' event.

Junior Members and Phar Lap Club Members

27. You acknowledge and agree that by submitting a Renewal Form for a Junior Member or Phar Lap Club Member (or prospective Junior Member or Phar Lap Club Member) You:

- (a) will make Your Junior Member or Phar Lap Club Member aware of these Membership Conditions;
- (b) will ensure Your Junior Member or Phar Lap Club Member observes and complies with these Membership Conditions, as amended by clause 31; and
- (c) consent to Your Junior Member or Phar Lap Club Member attending any VRC sanctioned events at the Course at which Your Junior Member or Phar Lap Club Member attends.

28. Junior Members or Phar Lap Club Member and their guests:

- (a) must be supervised by a parent or guardian at all times while attending the Course, and remain the responsibility of that parent or guardian; and
- (b) are not permitted to enter licensed areas of the Course unless accompanied by an adult.

29. To the extent permitted by law, the VRC does not accept any responsibility for the health or safety of Your Junior Member or Phar Lap Club Member and their guests while they are attending the Course.

30. The following sections of these Membership Conditions do not apply to a Junior Member's Membership or Phar Lap Club Member's Membership:

- (a) Automatic Renewal of Membership; and
- (b) Annual Reserved Car Parks.

Annual Reserved Car Parks

31. The following clauses 33 – 44 apply to Annual Reserved Car Parks only. For applicable terms and conditions for reserved car park sites as determined by the VRC during the Melbourne Cup Carnival and certain of these areas operating as a Reserved Car Park on other race days (and any other race day as notified by VRC from time to time), please refer to the Birdcage & Reserved Car Parks

Use of Annual Reserved Car Park

- 32. Members must use only the Annual Reserved Car Park allocated to them by the VRC.
- 33. The Annual Reserved Car Park may only be used for parking cars.
- 34. No signage is permitted at any time, including branded umbrellas.
- 35. Subject to clause 37, Members must not erect any structures in the Car Park including, but not limited to, marquees and annexes.
- 36. Members may erect a non-branded umbrella provided that the umbrella is secured properly and does not cause any inconvenience, damage or injury to pedestrians or persons using neighbouring Car Parks or to any other vehicle or property. A Member is responsible for any damage or injury caused to property or person as a result of the Member erecting an umbrella or that umbrella causing any damage or injury.
- 37. No fencing or boundaries may be formed around a Car Park.
- 38. All roadways and paths between Car Parks are to be kept clear at all times.
- 39. The maximum dimension of a vehicle that may be parked in a Car Park is: length – 5.5m, width – 2.8m and height – 2.2m.
- 40. Use of the Car Park is strictly for VRC race day use only.

Risk

- 41. Use of the Annual Reserved Car Park is at the Member's risk in all respects.
- 42. VRC will not be responsible for the safe custody of any cars in the Annual Reserved Car Park nor for any loss or damage caused to such cars (including theft or loss of any articles from the cars) from any cause whatsoever and howsoever arising and whether caused directly or indirectly by the negligence of the VRC its employees or agents.
- 43. VRC will not be under any responsibility to a Member for any damage or loss which occurs or is sustained by the Member, or any other person, by reason of their use of the Car Park or the erection of an umbrella by the Member.



Membership Conditions

Onselling

44. Membership Passes, Car Passes and Annual Reserved Car Parks are not transferable.
45. Members are not permitted to sell or onsell their Membership Passes, Car Passes or Annual Reserved Car Park.
46. Any Member who offers to, or transfers or onsell, will have their Membership Pass, Car Pass or Annual Reserved Car Park (as applicable) cancelled and will be referred to the VRC board for disciplinary action.

Release and Indemnity

47. The Member releases and indemnifies the VRC from and against all liability for or in respect of, any claims, demands, actions, suits or proceedings including (but not limited to) all costs, expenses, loss or damage arising out of or in connection with, the use of any Car Park or the erection of an umbrella, a breach of any of these Membership Conditions, a breach of any law or any negligent act or omission in each case, of or by any Member or any Member's guests, invitees, employees, contractors or agents including any liability arising as a consequence of personal injury to or death of, any person or damage to property.
48. All releases and indemnities survive the termination or inapplicability of these terms and conditions.

Privacy

49. You understand that Your personal information provided in Your Application Form and / or Renewal Form is collected, used and disclosed in accordance with the Privacy Policy of the VRC (available from www.vrc.net.au/privacy-policy) and Your privacy preferences (as set out in clause 51 below) as updated from time to time through Your Membership account. You acknowledge that Your personal information may be used and disclosed by the VRC for the purposes of administering Your Membership, providing You with the benefits of Membership and conducting Member programs and activities, providing Member services or promotional material, facilitating Automatic Renewal should You consent to it, and complying with legal obligations or otherwise in accordance with the VRC's Privacy Policy. The VRC may share that information with third parties such as other racing clubs, the VRC's service providers and partners, the VRC's sponsors; however your personal information will not generally be disclosed to anyone outside Australia. You understand that the VRC's Privacy Policy contains information about how You may access and request correction of Your personal information held by the VRC, or make a complaint about the handling of Your personal information, and provides information about how a complaint will be dealt with by the VRC. You acknowledge that Your application for Membership may be rejected if the information is not

provided. If You do not wish to receive promotional material from the VRC or its sponsors or third party providers and other third parties, You must advise the VRC in writing or via the opt-out procedures provided in the relevant communication.

50. You will be automatically 'opted in' to the following privacy preferences on your application for Membership being accepted:
- (a) **Stay Informed** - You will receive a range of communication to help you keep informed of the latest VRC news, competitions, promotions, events and industry news.
- (b) **Publications** – You may receive magazines and other informative publications that we produce from time to time.
- (c) **Help us improve our products & services** – Your personal information may be disclosed to third parties engaged by us to conduct research regarding your satisfaction with quality and service, your attitudes towards new initiatives to help us develop our products & services, and other feedback.
- (d) **Offers and Privileges** – You may receive special offers and savings from our partners and sponsors.
- (e) **Get Connected** – You may be identified as a VRC Member to your friends and family when connected on social media.
51. You can choose to 'opt out' of the above preferences at any time through your membership portal or by contacting Membership Services on 1300 727 575 or emailing membership@vrc.net.au

Non transferable

52. Your Membership and its benefits (including any Annual Reserved Car Park and Car Pass) are non-transferable to other persons. Any attempt to transfer Your Membership to another person without the knowledge of the VRC may result in the cancellation of any rights granted by the VRC without refund and You may not be permitted to participate in, or receive, any member benefits of the VRC.

Right to use image

53. You acknowledge and consent to photographs, video and other electronic images being taken of You and (if applicable) Your Junior Member(s) or Phar Lap Club Member(s) during Your participation as a member of the VRC by the VRC or its authorised representatives. You acknowledge and agree that such photographs, video and electronic images are owned by the VRC and that the VRC may use the photographs, video and electronic images for promotional or other purposes without Your



Membership Conditions

further consent being necessary. Further, You consent to the VRC using Your or Your Junior Member(s) or Phar Lap Club Member(s) name, likeness and participation as a member of the VRC, at any time, by any form of media, to promote Membership and the VRC generally.

Children at Members' Events

54. Unless otherwise advised by VRC (at its discretion), all events designated as Members' Events that include alcohol as part of the event package are for Members and their guests who are 18 years or older only. In addition, VRC may deem certain areas of the Course or VRC products or events as areas, products or events for people who are 18 years or older only and will advertise the relevant area, product or event as such.

General

55. The VRC may change these Membership Conditions from time to time and will notify You via email and/or by uploading the updated Membership Conditions to the website www.vrc.net.au/terms-and-conditions.
56. These Membership Conditions, including the documents to which it refers, constitute the entire agreement between the parties in respect of Your Membership and supersedes all other agreements, understandings, representations and negotiations in relation to your Membership.
57. If any provision of these Membership Conditions is invalid or unenforceable in any jurisdiction, the phrase or clause is to be read down for the purpose of that jurisdiction, if possible, so as to be valid and enforceable. If the phrase or clause cannot be so read down it will be severed to the extent of the invalidity or unenforceability. Such severance does not affect the remaining provisions of these Membership Conditions or affect the validity or enforceability of them in any other jurisdiction.
58. The governing law of these Membership Conditions is the law of the State of Victoria, Australia. You irrevocably and unconditionally consent and submit to the jurisdiction of the courts of Victoria and waive any right to object to the exercise of such jurisdiction.