



# TERMS AND CONDITIONS

## Members Dining

### 1. DEFINITIONS

Car Park means: the car parks and grounds controlled by or on behalf of the VRC and used for the parking of vehicles or other purposes, and includes any public car parks and unreserved Members car parks; and any car park which is reserved for use by VRC members, VRC staff, corporate clients or contractors or volunteers participating in Events, but excludes Reserved Car Parks (as defined below).

Client means: any person listed on the purchase invoice as booking a Dining Facility.

Course means: Flemington Racecourse and the Car Parks.

Course Conditions means: the 'Ticketing and Conditions of Entry for Flemington Racecourse' posted at entrances to the Course as amended from time to time; available on VRC's website at [vrc.net/terms-conditions](http://vrc.net/terms-conditions) or available on request.

Dining Facility means: a hospitality package in The Dining Room, Straight Six Restaurant, Mumm Champagne Bar, Members Bar, Furlong Bar, Roof Garden, Picnic Pods as such facilities are offered and described by VRC from time to time, and includes any such package or facility that may be renamed or replaced by VRC or any other dining package or facility offered by reference to these terms and conditions.

Event means: any particular race day, horse race or other activity conducted at the Course by, or under authorisation from VRC.

Melbourne Cup Carnival refers collectively to Events held by VRC during the period which includes the first Tuesday in November and runs from the preceding Saturday to the following Saturday, including such Events as they may be rescheduled.

Member means: Full, Life, Restricted, Young, Junior or Provisional Member of VRC who is financial – that is, a Member who does not owe any subscription fees or other fees to the VRC.

Membership Conditions means: the VRC "Membership Terms and Conditions", including those additional terms and conditions expressly referred to within the Membership Conditions, as published by VRC from time to time and available at [vrc.net.au/terms-conditions](http://vrc.net.au/terms-conditions)

Reserved Car Park means: The Nursery, The Domain, and The Rails member's car parks, The Birdcage enclosure and the facilities located therein during the Melbourne Cup Carnival and certain of these areas operating as a Reserved Car Park on Super Saturday and any other raceday as notified by VRC from time to time.

Super Saturday means: the race meeting conducted by VRC in March (or at such other time as VRC determines) in which the Australian Cup is run.

VRC means: Victoria Racing Club Limited ACN 119 214 078.

You means: an individual who has entered a Dining Facility or (where applicable) a Client.

### 2. GENERAL

2.1 Entry by any person to a Dining Facility during the Melbourne Cup Carnival is subject to these terms and conditions as well as the Course Conditions. By entering a Dining Facility, You are deemed to have accepted and understood as binding on You these terms and conditions and the Course Conditions, as amended from time to time by VRC, in addition to any accompanying risks, obligations and responsibilities. It is your responsibility to read and inform yourself of these terms and conditions and the Course Conditions.

2.2 Clients must ensure that each of their guests comply with these terms and conditions, the Membership Conditions and the Course Conditions, and Clients agree and acknowledge that they are responsible for any non-compliance by their guests with these terms and conditions and / or the Course Conditions, and for any of their guests' acts or omissions while present at the Course. If a Client or a Client's guest is in breach of any of these terms and conditions and/or the Course Conditions, the Client may be referred to VRC for consideration or disciplinary action under VRC By- Laws, which may include suspension or cancellation of the privileges of membership of VRC.

2.3 In the event of serious, continued repeated or multiple breaches, the Client and all of the Client's guests (regardless of the individual or individuals responsible) may also be required to leave the Course immediately without any entitlement to refund or compensation.

2.4 A binding agreement constituted by these terms and conditions and the Course Conditions will be formed between the VRC and the Client upon receipt by the Client of a tax invoice notifying a purchase of a Dining Facility from VRC.

2.5 These terms and conditions prevail over the Course Conditions to the extent of any inconsistency.

2.6 While present at a Dining Facility or the Course, You agree to act safely, lawfully and in accordance with all requirements and directions of the VRC, its authorised representatives or relevant authorities. This does not limit your obligations under the Course Conditions.

### 3. PURCHASE AND PAYMENT

3.1 Notwithstanding the release of tickets for Dining Facilities at the 2021 Melbourne Cup Carnival, VRC reserves the right in its absolute discretion to subsequently: (a) choose not to offer Dining Facilities where prohibited by Government COVID-19 directions, or where VRC determines that patron attendance within Dining Facilities will not occur. Should VRC subsequently not offer Dining Facilities, refunds will be provided in accordance with clauses 3.8 and 3.9.

3.2 Purchase by Members of a Dining Facility ticket or tickets will be accepted, subject to clauses 3.1 and 3.6, via the online purchase process.



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- 3.3 Full payment for Dining Facilities must accompany the purchase.
- 3.4 Subject to availability as set out in clause 3.5, each Member is entitled to purchase one product for the 2021 Melbourne Cup Carnival.
- 3.5 Purchase of reserved seats (where available in a Dining Facility) must be accompanied by full payment. Purchase will not occur until full payment is received by VRC. Reserved seating will be subject to these terms and conditions and the Course Conditions.
- 3.6 Dining Facilities are limited in number and will be made available on a first come first served basis. It is anticipated that demand will exceed availability.
- 3.7 Dates, Dining Facilities, fees and conditions are subject to change without notice.
- 3.8 Refunds for confirmed purchases will be issued by the VRC in accordance with the Course Conditions relating to ticket refunds (except to the extent dealt with under clause 3.9, which applies to the exclusion of the Course Conditions, or where the context requires otherwise).
- 3.9 Where VRC is subsequently unable to offer a Dining Facility in accordance with clause 3.1, the purchase fee paid for confirmed bookings for that Dining Facility will be refunded, excluding any Third Party Administrative Charges as defined in the Course Conditions.
- 3.10 All credit card payments over the value of \$5,000 may incur a 1.5% transaction fee.
- 3.11 No tickets to a Dining Facility will be issued unless full payment is received by VRC from the Client.
- 3.12 Tickets, wristbands and/or other accreditation for all bookings will be made available by VRC or its nominated ticket seller, as notified by VRC to applicants for bookings from time to time.
- 3.13 Members must be aware of the guest ticket restrictions prior to attempting to book dining packages. Please refer to the Members Handbook for restriction details.
- 4. ENTRY**
- 4.1 Only official VRC Dining Facility wristbands, or such other tickets or prescribed accreditation as notified by VRC from time to time, will be accepted for entry into any of the Dining Facilities. VRC will not accept photocopies, and may refuse to accept applicable accreditation that have been defaced or otherwise damaged.
- 4.2 No person will be admitted to any Dining Facility without the correct accreditation. Persons authorised to act on behalf of VRC and the appointed caterers reserve the right to refuse to admit or serve a person who does not have the correct accreditation.
- 4.3 Dining Facilities in the Members enclosure require Members enclosure tickets unless otherwise advised by VRC from time to time.
- 5. CATERING**
- 5.1 You accept that VRC's appointed caterers are the sole providers of catering in the Dining Facilities.
- 5.2 Programs, menus, duration and timing may be subject to alteration without notice. VRC reserves the right to vary, add, withdraw or substitute advertised Events, programs, menus and Dining Facilities.
- 5.3 All Dining Facilities are non-smoking.
- 5.4 VRC and its accredited caterers follow guidelines for responsible service of alcohol. Alcoholic beverages will not be served to persons under 18 years, or persons in a state of intoxication.
- 5.5 Dining packages must be taken as a whole. They cannot be split, repackaged or discounted and must not be used in any promotions without the authorisation of VRC.
- 5.6 You agree that VRC may, in its absolute discretion from time to time, implement restrictions or conditions of access and use of a Dining Facility directly as a result of COVID-19, and permitted entrants to that Dining Facility must at all times comply with such restrictions or conditions, with a failure to do so constituting a breach of these terms and conditions to which clause 6.13 of the Course Conditions applies as if "Course Conditions" was replaced by "Members Dining Terms & Conditions".
- 6. IMAGES, RECORDINGS AND BROADCASTS**
- 6.1 You must not (and You must ensure that your children, officers, agents, employees, invitees and guests do not) bring into or use within the Dining Facility any photographic or video equipment that VRC, in its absolute discretion, deems unacceptable for the purpose of ensuring compliance with paragraph 6.2 below, which may include (without limitation) camera tripods, monopods, lenses with a maximum focal length equal to or greater than the equivalent of 200mm in the 35mm format, digital cameras with a resolution equal to or greater than 10 mega-pixels, or professional digital video equipment.
- 6.2 You must not (and You must ensure that your children, officers, agents, employees, invitees and guests do not) take or make any video recordings, films, still pictures, photographs or any other images within a Dining Facility 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. On request by VRC, You must assign to VRC in writing, on a royalty-free basis, all intellectual property in photographic or video images taken in a Dining Facility and irrevocably consent to VRC (and any other person authorised by VRC) doing anything which,



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- but for the consent, would or might infringe moral rights in the images.
- 6.3 You must not (and You must ensure that your children, officers, agents, employees, invitees and guests do not), while present at a Dining Facility, 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 an Event.
- 7. LIABILITY AND INDEMNITY**
- 7.1 You agree and acknowledge that, to the extent permitted by law, VRC will not be liable for any loss or damage, including but not limited to contraction of COVID-19, suffered by You, persons under your supervision (including children) or any other person present at the Dining Facility or the Course, or caused by any acts or omissions of VRC or employees, agents or contractors of VRC, or any other persons present at the Dining Facility or the Course. Nothing in this paragraph 7.1 or these conditions affects any liability that VRC may have for any:
- (a) breach by VRC of any express term of these conditions;
  - (b) breach by VRC of any term implied into these conditions under the general law; or
  - (c) tort committed by VRC.
- Any liability of VRC to You under these conditions or otherwise will not extend to loss of chance, profits, revenue, income, dividends or winnings or indirect or consequential loss.
- 7.2 You indemnify VRC against liability for or in respect of any claims, demands, actions, suits or proceedings, costs, expenses, loss, damage, personal injury including contraction of COVID-19 or death of any person arising out of or in connection with any of your or your guests', children's, employees', contractors' or agents' acts or omissions while at a Dining Facility or the Course.
- 7.3 Nothing in these conditions affects the rights of any person under the Competition and Consumer Act 2010 (Cth) regarding consumer guarantees.
- 8. ONSELLING**
- 8.1 Members are not permitted to sell any part of their dining package. Any Member who attempts to do so will have their dining package cancelled and will be referred to the VRC Disciplinary Committee.
- 8.2 Members are entitled to share the cost of entertainment with their guests. However, if the Client is operating their dining allocation to earn a profit, they are deemed to be onselling and will be referred to the VRC Disciplinary Committee.
- 8.3 Any form of unauthorised advertising or promotion of a Dining Facility, or any associated right or entitlement package is deemed to be onselling.
- 9. BEHAVIOUR AND DRESS STANDARDS**
- 9.1 You agree to comply, and take full responsibility for the compliance of your children, officers, agents, employees, invitees and guests, with the Course Conditions relating to proper behaviour on the Course (including Dining Facilities).
- 9.2 If the VRC finds that a breach of paragraph 9.1 has occurred, it may (in addition to the broad disciplinary powers granted under the VRC By- laws) refuse in future to allocate tickets or passes to the Client or any person involved, allocate tickets or passes subject to special conditions or otherwise restrict entitlements.
- 9.3 You agree to comply with, and will ensure that each of your guests are made fully aware of and comply with VRC dress standards in the Dining Facility, which the VRC will provide or make available to You. VRC reserves the right to refuse entry to You or any of your guests who are not dressed in accordance with the relevant VRC dress standards.
- 10. CHANGE OF FACILITY**
- 10.1 VRC may at any time, by written notice to the Client (or verbally during, or within 24 hours prior to, the Event should circumstances require relocation at that time), relocate a Dining Facility or move the Client and all persons sharing the Client's Dining Facility to:
- (a) another Dining Facility or location at the Course; or
  - (b) a dining facility or other location at another venue within Melbourne, to which an Event has been relocated.
- 10.2 In the event that a relocation under clause 10.1 occurs due to an event or act beyond the control of VRC (such as weather or due to COVID-19), clause 11 will apply.
- 10.3 VRC will use all reasonable endeavours to ensure that the new facility or location is equivalent or similar to that originally booked by the Client. To the extent that no facility can be made available, VRC may cancel the booking, in which case the Client will be entitled to a refund consistent with clause 4 of the Course Conditions, whether the relocation applies merely to the Dining Facility or to the whole Event.
- 11. FORCE MAJEURE**
- 11.1 Except as expressly provided under the Course Conditions, under no circumstances will VRC be liable to the Client, or to any person sharing the Client's Dining Facility, if VRC is unable to perform its obligations to the Client due to any event or act beyond the control of VRC, including but not limited to the COVID-19 pandemic.



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### 12. USE OF IMAGES, RECORDINGS AND PERSONAL INFORMATION

12.1 You acknowledge that VRC and third parties authorised by VRC may make or record film, photographs or other forms of moving picture, still picture or any of them of an Event (including, without limitation, of persons viewing an Event). You hereby grant to VRC, and to third parties authorised by VRC, permission to use photographs, film, tape or other images or likeness of You, in any media (including publication within and outside Victoria, Australia) and for any purpose (including promotional purposes) without identification or compensation or payment of any kind.

12.2 Your personal information may also be used and collected for the purposes of:

- (a) administering a booking for a Dining Facility, allocating tickets or otherwise providing you with goods and services at the Course;
- (b) responding to your queries or complaints;
- (c) resolving disputes;
- (d) investigating incidents;
- (e) ensuring the safety of you and other patrons; or
- (f) where legislation may permit or require, disclosed to third parties engaged by VRC, or otherwise authorised, for any of the above purposes.

12.3 Patrons have certain rights to access their personal information held by VRC and can request access by contacting VRC's Privacy Officer at 448 Epsom Road, Flemington, Victoria 3031, or if You wish to request access to images, or recordings or personal information held by us You may forward your request to VRC Customer Service at [customerservice@vrc.net.au](mailto:customerservice@vrc.net.au)

You may access these terms and conditions (and other conditions pertaining to the Course, Membership and the Reserved Car Parks) at [vrc.net.au/terms](http://vrc.net.au/terms)

### 13 COVID-19

13.1 If you purchase a ticket to a Dining Facility as the primary ticket purchaser and will be attending the Dining Facility as part of a group, you are responsible for knowing the contact details of all attendees in your group. If you are contacted directly by the Government, including the Department of Health for the purposes of contact tracing, you must: (a) make the contact details of your group available to the Government (if you have the consent of each group member to do so); or (b) contact each member of your group, and request that they provide their contact details to the Government directly.

13.2 All attendees in your group, including you, must commit to stopping the spread of COVID-19. If at the time of your booking for the Dining Facility, either you or any other

members of your group are feeling unwell or are subject to a self-quarantine or self-isolation period, you agree not to attend the Dining Facility or Course.