

CONDITIONS OF ENTRY INTO GAWLER RACECOURSE

Entry to, and presence at, a race meeting at Gawler racecourse (**Racecourse**) by any person (**Patron**) is subject to the following conditions, as amended from time to time (**Conditions of Entry**):

1. ENTRY

1.1 By entering the Racecourse, Patrons agree to be bound by:

- (a) these Conditions of Entry;
- (b) the Australian Rules of Racing and the Local Rules of Racing South Australia, administered by Thoroughbred Racing SA Limited (**Rules of Racing**); and
- (c) any published policies of TRSA and/or the Racing Club,

and accept all accompanying risks, obligations and responsibilities. Patrons are responsible for informing themselves of these Conditions of Entry, the Rules of Racing and all relevant policies.

1.2 Thoroughbred Racing SA Limited (**TRSA**) or the Gawler and Barossa Jockey Club (**Racing Club**) may refuse entry to, or remove from, the Racecourse, any Patron who, in the opinion of any representative of TRSA or the Racing Club (**Authorised Person**):

- (a) is in breach of these Conditions of Entry or the Rules of Racing;
- (b) appears to be intoxicated by alcohol or under the influence of an illegal substance;
- (c) dressed inappropriately;
- (d) fails to comply with any reasonable direction from an Authorised Person;
- (e) is behaving, or is in a group of persons behaving, in a manner which is causing or is likely to cause disruption, nuisance or offence to other persons, or to any race, event or activity; harm to persons or horses; or damage to property; or
- (f) whose presence at the Racecourse is or could otherwise be detrimental to the good conduct of racing or the safety or wellbeing of any other person.

1.3 Additional conditions of entry may apply to entry into restricted areas at the Racecourse, including the mounting yard and members' areas.

2. WARNINGS & RELEASES

2.1 Horse racing and activities associated with horse racing are dangerous. Patrons acknowledge that it is possible that accidents causing injury, death, damage to property or economic loss may happen at the Racecourse.

2.2 Patrons enter the Racecourse at their own risk and are responsible for the safety and security of their own personal property and for their own wellbeing.

2.3 The risks associated with entry to the Racecourse include, but are not limited to, the risk of suffering injury (including injury resulting in death), harm or loss as a result of:

- (a) temporary structures, such as umbrellas, marquees and gazebos, parts thereof or other debris being dislodged by wind and coming into contact with persons, vehicles or structures;
- (b) the failure or unsuitability of facilities, including seating, fences, barriers and rails, to ensure the safety of persons or property;
- (c) incidents involving horses (such as where horses jump or breach fences, barriers or railings or break free, whether being led or ridden or in their stalls); or
- (d) acts of violence and other harmful acts (whether intentional or inadvertent) committed by persons at the Racecourse.

2.4 Subject to the non-excludable provisions of the Australian Consumer Law, and to the fullest extent permitted by law:

- (a) TRSA and the Racing Club do not make any warranty that any race meeting or any services connected with a race meeting will be provided with due care and skill or that any goods supplied at the Racecourse will be fit for the purposes for which they are supplied; and
- (b) any guarantee, condition or warranty which would otherwise apply to, or be implied in, these Conditions of Entry is hereby excluded.

2.5 To the maximum extent permitted by law, TRSA and the Racing Club accept no responsibility for, and each Patron absolutely and irrevocably releases TRSA and the Racing Club from, all claims and liability arising out of or in connection with:

- (a) physical or psychological injury (including injury resulting in death);
- (b) damage to, destruction of, or loss of property;
- (c) economic loss,

suffered or incurred by any Patron directly or indirectly as a result of their attendance at the Racecourse, whether such claims or liability are for negligence, breach of contract, breach of statutory duty or any other claim or liability at law.

3. PROHIBITED GOODS

3.1 A Patron must not bring into the Racecourse, or have in their possession at the Racecourse any of the following prohibited goods:

- (a) alcoholic beverages (unless purchased at the Racecourse);
- (b) illegal substances;
- (c) beach umbrellas;
- (d) fold up chairs;
- (e) mobile structures or tents;
- (f) sporting goods, including without limitation, balls;
- (g) animals, other than an assistance dog;
- (h) laser pointers;
- (i) knives, firearms or other items that could potentially be used as a weapon;
- (j) flares, fireworks, plastic horns, musical instruments, whistles, public address or broadcast equipment and other items which may have the potential to cause alarm and/or harm to horses or other Patrons;
- (k) other items or attire that, in the opinion of an Authorised Person, may create a safety risk, be used to damage or deface property, be disruptive, or be considered racist, indecent or otherwise offensive.

3.2 Patrons may be required to open for inspection by an Authorised Person any bags and other carriers (such as drink coolers), or to turn out their pockets, to ensure compliance with condition 3.1. Patrons refusing to comply with such a request or who are in possession of prohibited goods, may be refused entry or removed from the Racecourse. Patrons must surrender any prohibited goods in their possession immediately upon request by an Authorised Person.

4. PROHIBITED CONDUCT

4.1 Whilst at the Racecourse, a Patron must not:

- (a) refuse or fail to comply with any reasonable direction from an Authorised Person;
- (b) smoke in a designated "no smoking" or "smoke free" area;
- (c) become intoxicated by alcohol or under the influence of an illegal substance;
- (d) supply alcohol to minors;
- (e) enter any restricted area, including without limitation the racetrack, the stalls or any area where the movement of horses occurs, without the prior consent of the Racing Club;

- (f) request donations, conduct surveys or polls, sell or distribute any goods or advertising, promotional or political material or other printed or visual matter, without the prior written consent of the Racing Club;
- (g) behave in a manner which causes or is likely to cause disruption, nuisance or offence to other persons, or to any race, event or activity, any harm to persons or horses, or any damage to property;
- (h) damage or deface any property;
- (i) engage in conduct which might corrupt a betting outcome of a betting event;
- (j) use indecent, racist, threatening or obscene language or behave in a threatening, abusive, indecent or insulting manner;
- (k) sell, make available for sale or give away a ticket to the Racecourse;
- (l) breach any relevant laws; or
- (m) otherwise act in a manner that, in the opinion of an Authorised Person, is undesirable or could be detrimental to the good conduct of racing.

4.2 Patrons must not remove any alcohol from the Racecourse.

5. UNDERAGE DRINKING AND GAMBLING

It is illegal in South Australia for any person under 18 to purchase alcohol or to gamble. Further, minors are prohibited from consuming alcohol at the Racecourse under any circumstances. Anyone under the age of 18 found purchasing or attempting to purchase (directly or via an intermediary), consuming or in possession of, an alcoholic beverage, or betting or gambling in any way, or attempting to do so (directly or via an intermediary), or in possession of a betting slip or other evidence of a gambling transaction, may be removed from the Racecourse and must, upon request, surrender any alcohol and gambling material, to an Authorised Person.

6. CHANGES TO A RACE MEETING

The date, time, location and schedule for any race meeting at the Racecourse (whether published or otherwise) and its proposed format are only provisional and subject to change for any reason including without limitation due to adverse weather conditions. TRSA and the Racing Club reserve the right to cancel, postpone or relocate a race meeting, change the format or participants of any race meeting or the schedule of any race meeting, or arrange a substitute activity, act or event at any race meeting. There is no guarantee of viewing any planned participant in a race meeting or of viewing any particular activity, act or event at a race meeting. TRSA and the Racing Club will not be liable for any losses, costs or damage suffered or incurred by a Patron as a result of any such changes.

7. PHOTOGRAPHY, FILMING & RECORDINGS

- 7.1 Patrons may only take images of activities at the Racecourse (**Images**) and record sound, visual footage or audio-visual footage at the Racecourse (**Recordings**) for personal use. Patrons must not:
- (a) post any Recordings on any social media platform that exceeds 5 seconds in length (even where it is intended for personal use or private enjoyment); or
 - (b) make available any Images or Recordings for profit or commercial gain, sale or distribution by any person or for any form of public transmission or display, unless accredited by TRSA in writing under TRSA's Media Accreditation Policy.
- 7.2 A Patron may be removed from the Racecourse where an Authorised Person reasonably suspects that Images are being taken or Recordings are being made for non-personal use.
- 7.3 Patrons acknowledge that they may be photographed, filmed and/or recorded whilst at the Racecourse. Patrons expressly consent to TRSA, the Racing Club and third parties authorised by TRSA and/or the Racing Club using, reproducing, publishing, broadcasting and distributing any photographs, sound recordings, visual footage and audio-visual footage created at the Racecourse (including without limitation, of Patrons) (**Material**) in any format and for any purpose whatsoever, including without limitation for promotional and marketing purposes, within and outside Australia, for an unlimited period of time, without restriction, and without compensation or payment of any kind.
- 7.4 Each Patron absolutely and irrevocably releases the Racing Club, TRSA and all third parties acting under their authority, from any claim or liability relating to the Material.

8. OTHER CONDITIONS

- 8.1 An Authorised Person may require, at any time, that a Patron:
- (a) produce a valid ticket to the Racecourse and, where a ticket was obtained on a concession basis, valid concession identification; or
 - (b) provide proof of identity and/or age.
- Patrons refusing to comply with such a request or who are unable to verify the requested matter, may be refused entry or removed from the Racecourse.
- 8.2 Each Patron under the age of 18 (**Minor**) must be accompanied by an adult Patron (aged 18 or older) at all times. Adult Patrons who accompany Minors at the Racecourse are responsible for the care, conduct and supervision of those Minors and agree to accept these Conditions of Entry on behalf of, and ensure compliance by, those Minors.
- 8.3 Each Patron's entry to the Racecourse is not transferable. Patrons requesting a pass out must have their arm or hand stamped (or comply with such other process as the Racing Club determines from time to time) when they leave the Racecourse, which together with a valid ticket, must be presented to regain entry to the Racecourse.
- 8.4 Patrons who are denied entry to the Racecourse or are removed from the Racecourse, shall not be entitled to a refund of any money paid for admission into the Racecourse.
- 8.5 Patrons who are denied entry to the Racecourse or are removed from the Racecourse on more than one occasion, or who, in the reasonable opinion of the board of TRSA or the Racing Club, commit a serious breach of these Conditions of Entry, may be banned from attending the Racecourse in future.

9. GENERAL

- 9.1 If any part of these Conditions of Entry is void, voidable or unenforceable, that part will be read-down, limited or, if necessary, severed to the extent necessary to make it not void, voidable or unenforceable, and the balance of these Conditions of Entry will remain in full force and effect.
- 9.2 These Conditions of Entry are governed by the laws of the State of South Australia.