

1 General

- (a) Each booking to use a go kart at the Go Kart Facility at the Phillip Island Grand Prix Circuit (**Circuit**) is made subject to these terms and conditions.
- (b) Each person who makes a booking accepts these terms and conditions on his or her own behalf and also as agent for and on behalf of each person who intends to or does use that booking to use the Go Kart Facility at the Circuit (including as a driver of or passenger in a go kart).
- (c) Each booking to use a go kart at the Circuit is a legally binding agreement made in accordance with clause 1(b) with Phillip Island Operations Pty Ltd ABN 62 108 623 463 (**PIO**), the operator of the Circuit, in consideration of PIO permitting each person referred to in clause 1(b) to enter the Go Kart Facility and participate in go karting activities (subject to these terms and conditions). PIO enters into each such agreement on its own behalf and also as agent for its Affiliates and the Personnel (as those terms are defined in clause 11) to the extent necessary to enable those Affiliates and Personnel to take the benefit of each release from liability and each indemnity contained in these terms and conditions.

2 Requirements for use of go karts

2.1 Age and height

- (a) This clause 2.1 imposes age and height restrictions in relation to who is permitted to drive or to be a passenger in a go kart.
- (b) Drivers must be at least 140cm tall.
- (c) Drivers must be either:
 - (i) at least 12 years old, if the go kart is a single go kart and is being driven in a Family Session (see clause 3.5 below);
 - (ii) at least 16 years old, if the go kart is a single go kart and is being driven in an Open Session (see clause 3.4 below); or
 - (iii) at least 18 years old, if the go kart is a tandem go kart.
- (d) Participants aged 16 years old and above may only drive in a Family Session (see clause 3.5 below) if they are either a driver aged 18 years old and above and driving a tandem go kart or they are part of a group of participants in that session and the group includes either:
 - (i) a tandem go kart driven by a member of the group; or
 - (ii) a single go kart driven by a member of the group who is aged between 12 and 15 years old.
- (e) Passengers in a tandem go kart must be at least 5 years old and at least 100cm tall and aged no older than 15 years.
- (f) Children under the age of 5 and/or under 100cm in height are not permitted to be a passenger in a go kart.

2.2 Alcohol and drugs

- (a) Go kart participants (drivers and passengers) must not be affected by:

- (i) alcohol (a strict zero (0.00) blood alcohol limit applies); or
- (ii) drugs.
- (b) If PIO reasonably considers any person to be affected by alcohol or drugs, PIO may refuse them entry to the Circuit or may refuse to allow them to participate in go kart activities.
- (c) Without limiting clause 2.2(b), participants suspected to be under the influence of drugs or alcohol may be asked to undertake a breathalyser test.

2.3 Clothing

- (a) Participants in go karting activities (as drivers or passengers) must wear enclosed shoes and clothing which covers the shoulders. Loose clothing such as scarves must not be worn. Long hair must be kept securely retained in a hair net or similar.
- (b) Participants in go karting (as drivers or passengers) must at all times when in a go kart wear helmets provided by PIO and keep those helmets securely fitted and with the visor down.

2.4 Exclusion from participation

- (a) PIO may exclude any person from using a go kart (as driver or passenger):
 - (i) if they do not comply with the requirements set out in clauses 2.1-2.3;
 - (ii) if they behave in an abusive manner toward staff or other participants; or
 - (iii) where PIO reasonably considers it necessary to do so for the safety or comfort of those persons (including because of any health issue or physical attributes of those persons which may put them or others at risk) or of other participants or on any other reasonable basis.
- (b) If a person is excluded from participation in accordance with clause 2.4(a), PIO may elect to retain or refund the booking price at PIO's discretion, acting reasonably. Without limiting any other basis on which PIO may refuse to give a refund, it shall be reasonable for PIO to refuse to give a refund where a person is excluded from participation because they do not comply with the requirements of clauses 2.1-2.2, or where clause 2.4(a)(ii) applies, and PIO shall generally not give a refund in those circumstances.
- (c) For the avoidance of doubt, nothing in this clause 2.4 requires PIO to exclude any person from participation in go karting activities and each person participating in go karting activities must make their own assessment as to their fitness to participate and the risks of participation (refer to clause 10.1).

2.5 Minors

- (a) Only Adults may make bookings for go kart sessions at the Circuit. Where appropriate for the relevant session type (refer to clause 3), Adults may make bookings on behalf of a Minor and if they do so they must accompany and be responsible for that Minor in accordance with clause 2.5(b) while the Minor is at the Circuit.
- (b) Participants who are Minors must be accompanied by a parent or another Adult when they check in. The accompanying Adult shall be responsible for the Minor while the Minor is at the Go Kart Facility, including as set out in clause 10.4.

3 Session types

3.1 Sessions on the Go Kart Track

- (a) The Go Kart Track may generally be booked for sessions of 10 minutes each (although PIO may introduce different durations of sessions at PIO's discretion). Sessions are either Exclusive Sessions (see clause 3.2) or Non-exclusive Sessions (see clause 3.3).
- (b) Participants should ensure that they book into the session which is suitable for them. As set out in clauses 3.2-3.5, different requirements and conditions apply to participation in different sessions.
- (c) If a customer is excluded from participation in the session for which they are booked because they do not meet the requirements for participation in that session as set out in clauses 3.4-3.5, PIO shall use reasonable endeavours to transfer the booking to a suitable session on the same day or on a future date. However, if another mutually suitable time is not available, PIO shall have no liability to the customer and is not obliged to refund the booking price.

3.2 Exclusive sessions

- (a) Exclusive Sessions are sessions where a single group booking is made for the session and, subject to clause 3.2(c), that group has exclusive use of the Go Kart Track for that session (although the group may not have exclusive use of other parts of the Go Kart Facility).
- (b) Exclusive Sessions require payment for a minimum of 15 drivers.
- (c) If an Exclusive Session is booked for more than 20 drivers, PIO may elect at PIO's discretion to split the drivers into multiple groups across multiple sessions.

3.3 Non-exclusive sessions

- (a) Non-exclusive Sessions are sessions which are not Exclusive Sessions. They may be either Open Sessions (see clause 3.4) or Family Sessions (see clause 3.5).
- (b) Participants who book for Non-exclusive sessions may be required to share the track with other participants. The number of participants in a Non-exclusive Session shall be determined by PIO at PIO's discretion.

3.4 Open Sessions

- (a) Drivers in Open Sessions must be at least 16 years old.
- (b) Tandem go karts are not permitted to be driven in Open Sessions.

3.5 Family Sessions

Family Sessions may only include the following participants:

- (a) drivers of and passengers in tandem go karts;
- (b) drivers aged between 12 and 15 who are driving single go karts; and
- (c) drivers who are part of a group of participants in that session where other members of the group are participating in accordance with clause 3.5(a) or clause 3.5(b).

4 Payments for sessions

- (a) Prices for participating in go kart sessions shall be the prices which are displayed on the Circuit website or otherwise advised by PIO at the time when a booking is made.
- (b) Payment for Non-exclusive Sessions must be made in full at the time when the booking is made. A booking for a Non-exclusive Session shall not be treated as valid until payment is made and PIO shall not be obliged to keep a place in the session available.
- (c) Payment for Exclusive Sessions must be made in accordance with clause 5.
- (d) All on-line payments must be made by EFT, credit or debit card (Mastercard, Visa or AMEX) or by any other means permitted by PIO from time to time. Payments made in person at the Circuit or by telephone may also be made by a valid gift card (in accordance with the terms and conditions applying to that gift card). The Circuit is a cashless venue and payment by cash will not be accepted.

5 Bookings for Exclusive Sessions

- (a) Bookings for Exclusive Sessions:
 - (i) are subject to availability; and
 - (ii) may only be made for such days as PIO determines at its discretion are available for Exclusive Sessions.

Without limiting PIO's discretion, Exclusive Sessions shall generally not be available on public holidays, during other peak periods and on days when major public events are being held at the Circuit.

- (b) Bookings for Exclusive Sessions must be requested by telephone or email and may not be made through the on-line booking process.

- (c) If:
 - (i) a booking for an Exclusive Session is requested by telephone or email;
 - (ii) the requested session(s) is available; and
 - (iii) the booking is otherwise acceptable to PIO,

PIO shall issue a written booking form to the person who requested the booking (**Hirer**). The booking form must be signed and returned by the Hirer:

- (iv) within 7 days after it is issued, if it is issued more than 7 days before the booked date;
- (v) within 24 hours after it is issued, if it is issued between 2 and 7 days before the booked date; or
- (vi) immediately, if it is issued less than 2 days before the booked date.

The signed form must be accompanied by payment of a deposit equal to 50% of the total price for the booked session(s) calculated by reference to the number of drivers for whom the session(s) was booked.

- (d) Once the booking form has been signed and returned to PIO and the deposit paid, then, subject to clause 5(e), the booking shall be treated as confirmed and,

subject to clause 6.4, the Hirer shall be legally obliged to proceed with the booking.

- (e) If either:
 - (i) the booking form is not received by PIO; or
 - (ii) the deposit is not paid,by the time stated in clause 5(c), PIO may at any time before, or within 7 days after, the date on which both the booking form has been received and the deposit has been paid, advise the Hirer that the booking is no longer available. In that case the booking shall be treated as cancelled and PIO must return any deposit which has been paid.
- (f) Final numbers of drivers in Exclusive Sessions must be advised to PIO not less than 10 days before the date of the booked session(s) (or, if the booking is made less than 10 days before the booked session(s), at the same time as the booking is made).
- (g) The price payable to PIO for each Exclusive Session shall be calculated by multiplying the price per driver by the highest of:
 - (i) the number of drivers actually participating in a session (if PIO, in its discretion, allows more drivers than the number notified to PIO to participate);
 - (ii) the number of drivers notified to PIO under clause 5(f); and
 - (iii) 15 drivers (whether or not 15 drivers actually participate).
- (h) Payment of the price calculated in accordance with clause 5(g)(ii) and (iii) (less any deposit already paid) must be made not less than 7 days before the date of the booked session(s) (or, if the booking is made less than 7 days before the booked session(s), at the same time as the booking is made). If payment is not made on time, PIO may at PIO's discretion cancel the booking and retain the deposit.
- (i) If PIO in its discretion allows additional drivers to participate in an Exclusive Session over and above the number of drivers paid for in accordance with clause 5(h), payment for those additional drivers must be made before the commencement of the session.

6 Rescheduling and cancellation

6.1 General

The Go Kart Track is an outdoor go kart track and (subject to clause 6.5) shall continue to operate in all different weather and track conditions. Bookings may only be rescheduled or cancelled in accordance with the terms of this clause 6.

6.2 Late arrival at the Circuit

- (a) All participants who have booked a session must check in at the Visitor Centre no later than 30 minutes before the commencement time for the booked session. This is to allow time for the check in process, induction and provision of helmets.
- (b) If a participant fails to check in by the time specified in clause 6.2(a), PIO may elect to treat the late arrival as a cancellation of the booking and to exclude the participant from participating in the booked session. In those circumstances, PIO

shall not be obliged to provide a refund of any payment made by or on behalf of the participant.

6.3 Cancellation and rescheduling of bookings for Non-exclusive Sessions

- (a) This clause 6.3 applies if a customer wishes to cancel or reschedule a booking for a Non-Exclusive Session.
- (b) All requests to cancel or reschedule a booking for a Non-Exclusive Session must be made in writing to PIO at vc@phillipislandcircuit.com.au.
- (c) If a customer wants to reschedule a booking for a Non-exclusive Session, the customer must make that request at least 3 days before the date of the session. If a request is made in time, then, subject to clause 6.3(d), PIO shall endeavour, subject to availability, to reschedule the booking to another time requested by the customer which is within 3 months after the original date of the booking. If a customer requests a rescheduled time in accordance with this clause 6.3(c) but another mutually suitable time is not available, the customer may cancel the booking and clause 6.3(e) applies.
- (d) A booking for a Non-exclusive Session may only be rescheduled once.
- (e) If a request to cancel a booking for a Non-exclusive Session (without rescheduling) is made 3 days or more before the date of the session, PIO shall accept the cancellation and refund the price paid, less an administration fee equal to 10% of the price for the session.
- (f) If:
 - (i) a request to reschedule a booking for a Non-exclusive Session is made less than 3 days before the date of the session;
 - (ii) a Non-exclusive Session is cancelled less than 3 days before the date of the session; or
 - (iii) a customer books a Non-exclusive Session and does not cancel or reschedule the Non-exclusive Session in accordance with this 6.3, and fails to attend the Non-exclusive Session,

PIO is not obliged to reschedule the session and the price paid by the customer shall be forfeited to PIO and may be retained by PIO as PIO's absolute property.

6.4 Cancellation and rescheduling of bookings for Exclusive Sessions

- (a) This clause 6.4 applies if a Hirer wishes to cancel or reschedule a booking for an Exclusive Session which has been made in accordance with clause 5.
- (b) All requests to cancel or reschedule a booking for an Exclusive Session must be made in writing to PIO at vc@phillipislandcircuit.com.au.
- (c) If a Hirer wants to reschedule a booking for an Exclusive Session, the Hirer must make that request at least 14 days before the date of the session. If a request is made in time, then, subject to clause 6.4(d), PIO shall endeavour, subject to availability, to reschedule the booking to another time requested by the Hirer which is within 3 months after the original date of the booking. If another mutually suitable time is not available, the Hirer may cancel the booking and clause 6.4(e) applies.
- (d) A booking for an Exclusive Session may only be rescheduled once.

- (e) If a request to cancel a booking for an Exclusive Session (without rescheduling) is made 14 days or more before the date of the session, PIO shall accept the cancellation and refund any deposit paid, less an administration fee equal to 10% of the total price for the session(s) calculated by reference to the number of drivers for whom the session(s) was booked.
- (f) If:
 - (i) a request to reschedule a booking for an Exclusive Session is made less than 14 days before the date of the session; or
 - (ii) an Exclusive Session is cancelled less than 14 days before the date of the session,then:
 - (iii) PIO is not obliged to reschedule the session;
 - (iv) if the session is cancelled and PIO re-books the session to other persons (which PIO may elect to do or not do in PIO's absolute discretion), PIO shall refund the deposit and any other amounts paid by the Hirer up to the lesser of:
 - (A) the total amount paid by the Hirer;
 - (B) the amount received by PIO from re-booking the session; and
 - (C) 90% of the total price for the session(s) calculated by reference to the number of drivers for whom the session(s) was booked; and
 - (v) if PIO does not re-book the session to other persons, the deposit and all other amounts paid by the Hirer shall be forfeited to PIO and may be retained by PIO as PIO's absolute property.
- (g) If a Hirer books an Exclusive Session and does not cancel or reschedule the Exclusive Session in accordance with this 6.4, and fails to attend the Exclusive Session:
 - (i) PIO is not obliged to reschedule the Exclusive Session;
 - (ii) the deposit and all other amounts paid by the Hirer shall be forfeited to PIO and may be retained by PIO as PIO's absolute property; and
 - (iii) any unpaid part of the price for the session remains payable by the Hirer, together with interest at a rate of 10% per annum calculated from the date of the session until the date of payment, and PIO may exercise all rights available to it to recover that amount.

6.5 Cancellation, postponement and suspension of sessions by PIO

- (a) PIO shall endeavour to ensure that sessions start at the scheduled time, but shall not be liable if a session starts late for any reason.
- (b) Without limiting clause 6.5(a), PIO may cancel, postpone or suspend any session (whether an Exclusive Session or a Non-exclusive Session):
 - (i) if in PIO's opinion it is unsafe to operate the session (including, but not limited to, because of thunderstorm activity, bushfires or other natural disasters or track condition);

- (ii) if PIO is prevented by law from operating the session or restrictions imposed by law mean that in PIO's opinion it is uneconomic or impractical to operate the session;
 - (iii) as a result of damage to or malfunction of the Go Kart Track or associated infrastructure;
 - (iv) as a result of industrial disputes;
 - (v) as required by PIO in connection with preparation for a major event; or
 - (vi) for any reason beyond PIO's reasonable control which makes it impossible, impractical or uneconomic to operate the session.
- (c) If:
- (i) the starting time of a session is delayed by more than one hour; or
 - (ii) PIO postpones or suspends a session,
- PIO shall endeavour, to the extent practical, to reschedule the session for another time on the same day. However, if PIO is unable to do so or if a customer (for a Non-exclusive Session) or the Hirer (for an Exclusive Session) is unable or does not wish to participate in the delayed, postponed or suspended session, PIO shall refund the full purchase price paid by the customer or the Hirer.
- (d) Subject to clause 7(e), if PIO cancels a session PIO shall refund the full purchase price paid by the customer (for a Non-exclusive Session) or the Hirer (for an Exclusive Session).
 - (e) Other than refunding the price in accordance with clause 6.5(c) or 6.5(d), PIO shall have no liability whatsoever to a Hirer or customer if a session is cancelled, postponed or suspended in accordance with this clause 6.5.

6.6 Assignment, transfer and on-selling

- (a) Bookings for sessions (whether Exclusive Sessions or Non-exclusive Sessions) may not be transferred, assigned or on-sold without the prior written approval of PIO. PIO may give or withhold approval at PIO's absolute discretion.
- (b) Without limiting clause 6.6(a), a Hirer for an Exclusive Session may not charge a participant for participating in that session other than reimbursement (in whole or in part) of the price paid by the Hirer to PIO for that participant to participate in the session.

7 Rules for on-track activity

- (a) All drivers and passengers must comply with all directions and requirements of PIO which are made at any time in relation to the use and operation of go karts.
- (b) Without limiting clause 7(a) or any other provisions of these terms and conditions, all drivers and passengers must:
 - (i) participate in an induction before participating in their session; and
 - (ii) comply with the rules for go karting which are displayed on the Rules Board at the Go Kart Facility.
- (c) Without limiting clauses 7(a) and (b) or any other provisions of these terms and conditions, all drivers must:

- (i) use best endeavours (including by driving carefully within the limits of their skills and experience) to:
 - (A) retain control of their go kart at all times;
 - (B) not allow their go kart to leave the bitumen area of the track; and
 - (C) not allow their go kart to make contact with other go karts;
 - (ii) not deliberately swerve their go kart;
 - (iii) obey all lights and hand signals;
 - (iv) slow down when in the vicinity of stationary go karts and track marshals who are on the track; and
 - (v) take extra care when in the vicinity of tandem go karts.
- (d) In addition to PIO's rights to cancel or suspend a session under clause 6.5, if at any time in PIO's opinion the behaviour of any participant(s) is such that it is reasonable or necessary to cancel, terminate or suspend a go-karting session (whether an Exclusive Session or a Non-exclusive Session), or to exclude one or more participants from a session, for the safety or protection of persons or property, PIO may:
- (i) direct all or one or more of the participants in a session to cease using or operating their go karts and to leave the Go Kart Track and, if required by PIO, the Circuit, in which case the relevant participant(s) must immediately comply with that direction;
 - (ii) cancel a future session involving those participants or prevent those participants from participating in a future session; or
 - (iii) do either or both of the above.
- (e) PIO shall not be liable for any Loss which is suffered or incurred by a participant as a result of any action by PIO under clause 7(d) and PIO shall not be obliged to refund the price or any other monies paid by the customer (for a Non-exclusive Session) or the Hirer (for an Exclusive Session).

8 Other obligations of customers

8.1 Go Kart Facility restrictions

- (a) Each visitor to the Go Kart Facility (whether or not participating in go-karting) must comply with the requirements of this clause 8.1.
- (b) Visitors to the Go Kart Facility must not without PIO's express authority enter any area which PIO designates from time to time as a restricted area.
- (c) Smoking is not permitted:
 - (i) inside enclosed areas of the Go Kart Facility;
 - (ii) near the outdoor eating area; or
 - (iii) at the go kart viewing platform.
- (d) No food or drink, other than food or drink purchased from the Visitor Centre, may be consumed within the Go Kart Facility.

- (e) No animals may be brought into the Go Kart Facility, other than assistance animals (as defined in the Disability Discrimination Act 1992 (C/wealth)).
- (f) No unmanned aerial vehicles of any kind (including drones) may be operated within the Go Kart Facility.
- (g) The erection or display of signage, banners or flags within the Go Kart Facility is subject to approval by PIO (which must be requested not less than 7 days before the date of the applicable session). Any signage erected must not be in conflict with existing Circuit sponsors or advertisers.

8.2 Film activity

- (a) No commercial photography or filming of any kind (**Film Activities**) is permitted to be conducted within the Go Kart Facility without the authority of PIO. No photographs, films or other images taken within the Go Kart Facility may be sold or broadcast commercially, other than with the express written permission of PIO.
- (b) PIO reserves the exclusive right for PIO and persons authorised by PIO to conduct Film Activities for commercial purposes at the Go Kart Facility and each visitor to the Go Kart Facility (as a participant or otherwise) consents to PIO and persons authorised by PIO doing so and agrees that images captured as part of those Film Activities may be used by PIO or persons authorised by PIO in any media (including publication within or outside Victoria, Australia, including on the basis that Australian Privacy Principle 8.1 shall not apply to disclosure of images or likenesses outside Australia) and for any purpose without identification or compensation or payment of any kind.
- (c) Visitors to the Go Kart Facility may take photographs or film footage for strictly private purposes (and not for commercial sale or broadcast). However, PIO reserves the right to prohibit photography or filming of any kind (or photography or filming using particular equipment) if PIO considers that there is an unacceptable safety risk.

8.3 Personal property

- (a) Each person who enters the Go Kart Facility, whether as a participant or otherwise, is wholly responsible for the protection of their personal property.
- (b) PIO takes no responsibility for the property of any person within the Go Kart Facility (including while that person is participating in go karting activities) and each visitor to the Go Kart Facility releases PIO from any liability in contract, tort, statute or otherwise for any loss of or damage to their property of any nature whatsoever.

8.4 Right to refuse entry

- (a) Without limiting any other right of PIO under these terms and conditions, PIO may in its reasonable discretion:
 - (i) refuse any person entry to the Go Kart Facility or the Circuit; and
 - (ii) at any time require any person in the Go Kart Facility to leave the Go Kart Facility or the Circuit.
- (b) Visitors to the Go Kart Facility must comply with a direction of PIO not to enter or to leave the Go Kart Facility or the Circuit.

9 Personal information

9.1 Collection of personal information

- (a) PIO collects personal information about customers of the Go Kart Facility (including the name, address, email address, phone number, date of birth and image or likeness of those customers) to enable PIO to operate the Go Kart Facility and other attractions at the Circuit and to promote the Go Kart Facility and the Circuit and events at the Go Kart Facility and the Circuit.
- (b) In particular, PIO may collect the information referred to in clause 9.1(a) for the purposes of conducting research, marketing and promotional activities in relation to the Go Kart Facility and the Circuit, for managing access to the Go Kart Facility and the Circuit, for reporting incidents to Worksafe Victoria and other relevant authorities under applicable laws and for use in legal proceedings.

9.2 Disclosure of personal information

- (a) PIO may disclose the personal information which PIO collects to PIO's Personnel, Affiliates and service providers as well as to relevant authorities as set out in clause 9.1. PIO is not likely to disclose the information to overseas recipients.
- (b) In addition to disclosure as referred to in clause 9.2(a), some of the information supplied by customers of the Go Kart Facility shall be publicly accessible to others, such as the user's name, alias, photo, lap times on publicly displayed scoreboards and lap time printouts and emails.

9.3 Consequences of not providing personal information

If customers do not provide PIO with the personal information described above:

- (a) they may not be permitted to use the Go Kart Facility; and
- (b) PIO may not be able to provide them with information about products and services that they may want, including information about discounts, sales or special promotions.

9.4 Consent to receipt of marketing material

Unless customers advise PIO to the contrary, they consent to receiving future promotional and marketing material from PIO and PIO's Affiliates, including via electronic messages (e.g. email, SMS etc). If a customer does not wish to receive promotional and marketing material, they should select the unsubscribe option where applicable or contact the PI Operations Pty Ltd Privacy Officer at RMB 500GP Cowes 3922, Victoria (Tel: +61 3 5952 2710).

9.5 Further information

PIO's privacy policy is available on the Circuit website (www.phillipislandcircuit.com.au) and contains more details about:

- (a) the personal information PIO collects and how PIO deals with that information;
- (b) how customers may access the personal information which PIO holds about them and seek correction of that information; and
- (c) how customers may complain about a breach of the Australian Privacy Principles and how PIO shall deal with such a complaint.

Alternatively, to find out more about how PIO collects and uses personal information, customers may contact the PI Operations Pty Ltd Privacy Officer at RMB 500GP Cowes 3922, Victoria (Tel: +61 3 5952 2710).

10 Release and indemnity

10.1 Risk warning

- (a) Go karting is dangerous. The dangers include the risk of injury or death caused by the participant's own actions and by things over which the participant has no control, including other drivers, equipment and track conditions. Go karts travel at high speed and require skill and experience to control. Among other risks, go karts may collide with other go karts, with persons or animals or with stationary objects, or may overturn or leave the track, and injury or death may occur as a result. As the track will be shared with other drivers, these eventualities may be impossible to avoid, no matter how skilled, experienced or careful a participant is.
- (b) Without limiting clause 10.1(a), persons with any of the following health conditions are at increased risk of injury or death as a result of those conditions if they participate in go karting as a driver or passenger:
 - (i) a physical impairment that prevents use of legs or arms;
 - (ii) neck or back injuries;
 - (iii) high blood pressure;
 - (iv) heart conditions;
 - (v) pregnancy; or
 - (vi) recent surgery or illness.
- (c) Each person who participates in go karting at the Go Kart Facility (whether as a driver or passenger) does so entirely at their own risk and shall be solely responsible for the protection and safety of themselves and their property.

10.2 Releases

Each participant in go karting activities (whether as driver or passenger) releases PIO, the Affiliates and the Personnel of PIO and the Affiliates:

- (a) from any liability in contract, tort, statute or otherwise for any Loss connected to death or personal injury, however any such Loss may be caused and even if caused by negligence of PIO, an Affiliate or their Personnel (other than gross negligence). The release in this clause 10.2(a) is intended to exclude the participant's rights under Subdivision B of Division 1 of Part 3-2 of the Australian Consumer Law (Victoria) and all other rights which may legally be excluded, but the release in this clause 10.2(a) does not apply to exclude, restrict or modify any of my rights to the extent to which they may not legally be excluded, restricted or modified. In this provision, "gross negligence" means an act or omission of PIO, an Affiliate or their Personnel, as the case requires, which was done or omitted to be done with reckless disregard, with or without consciousness, for the consequences of the act or omission;
- (b) from any liability in contract, tort, statute or otherwise for any Loss connected to:
 - (i) death;

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- (ii) a physical or mental injury of an individual (including the aggravation, acceleration or recurrence of such an injury of the individual);
- (iii) the contraction, aggravation or acceleration of a disease of an individual; or
- (iv) the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to an individual that is or may be harmful or disadvantageous to the individual or community or that may result in harm or disadvantage to the individual or community,

however any such Loss may be caused and even if caused by negligence of PIO, an Affiliate or their Personnel (other than reckless conduct). The release in this clause 10.2(b) is intended to exclude the participant's rights under the Competition and Consumer Act 2010 (Cth) and all other rights which may legally be excluded, but the release in this clause 10.2(b) does not apply to exclude, restrict or modify any of the participant's rights to the extent to which they may not legally be excluded, restricted or modified. In this provision, "reckless conduct" means conduct of PIO, an Affiliate or their Personnel, as the case requires, where PIO, the Affiliate or the Personnel is aware, or should reasonably have been aware, of a significant risk that the conduct could result in personal injury to another person and which PIO, the Affiliate or the Personnel engages in despite the risk and without adequate justification; and

- (c) in addition to and without limiting the releases in clauses 10.2(a) and (b), from any liability in contract, tort, statute or otherwise for any Loss which is not connected to death or personal injury however any such Loss may be caused. The release in this clause 10.2(c) applies to the fullest extent permitted by law, but does not apply to exclude, restrict or modify any of the participant's rights to the extent to which they may not legally be excluded, restricted or modified.

WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012

If you sign this form, you will be agreeing that your rights to sue the supplier under the **Australian Consumer Law and Fair Trading Act 2012** are excluded, restricted or modified in the way set out in this form, if you are killed or injured because the services provided were not in accordance with the statutory guarantees outlined below.

Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to you—

- are rendered with due care and skill; and
- are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
- might reasonably be expected to achieve any result you have made known to the supplier.

In accordance with section 22 of the **Australian Consumer Law and Fair Trading Act 2012**, the exclusion of these statutory guarantees is brought to your attention by this form.

NOTE: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. **Gross negligence**, in relation to an act or

omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the Australian Consumer Law and Fair Trading Regulations 2022 and section 22(3)(b) of the **Australian Consumer Law and Fair Trading Act 2012**.

10.3 Indemnity

Each participant in go karting activities (whether as driver or passenger) indemnifies PIO, the Affiliates and the Personnel of PIO and the Affiliates in respect of any Loss suffered or incurred by PIO, the Affiliates or their Personnel to the extent that Loss is caused or contributed to by:

- (a) the negligence, misconduct or unlawful conduct of that participant; or
- (b) any breach by that participant of these terms and conditions.

10.4 Adults responsible for and contract for Minors

- (a) This clause 10.4 applies where an Adult (as a parent or otherwise) participates in go karting activities with a Minor, accompanies a Minor who is participating in go karting activities or makes a booking for a Minor to participate in go karting activities. The Adult accepts the terms of this clause 10.4 in consideration of PIO permitting the Minor to participate in the go karting activities (and whether or not there is any legally binding contract between PIO and the Minor).
- (b) The Adult agrees that:
 - (i) the releases in clause 10.2 are, to the extent permitted by law, given by that Adult personally and also on behalf of the Minor and the Adult agrees that the Adult shall not whether personally or in the name of the Minor make or bring any action, proceeding, claim, suit or demand against PIO, an Affiliate or the Personnel of PIO or an Affiliate in connection with anything contemplated by the releases in clause 10.2 and PIO and the Affiliates and their Personnel may rely on this clause 10.4 as a bar to any such action, proceeding, claim, suit or demand;
 - (ii) the Adult indemnifies PIO, the Affiliates and the Personnel of PIO and the Affiliates in respect of any action, proceeding, claim, suit or demand against PIO, an Affiliate or their Personnel made by or on behalf of the Minor on any basis whatsoever; and
 - (iii) the Adult indemnifies PIO, the Affiliates and the Personnel of PIO and the Affiliates in respect of any Loss suffered or incurred by PIO or the Affiliates or their Personnel to the extent that Loss is caused or contributed to by:
 - (A) the negligence, misconduct or unlawful conduct of the Minor; or
 - (B) any breach by the Minor of these terms and conditions.
- (c) The Adult acknowledges that the indemnity in clause 10.4(b)(iii) is intended to result in the Adult taking full responsibility for the consequences of any Loss to the extent caused or contributed to by the Minor (whether or not the Minor has legal capacity to enter a contract).
- (d) The Adult must ensure that the Minor complies with all of these terms and conditions. Without limiting the foregoing, if in accordance with these terms and conditions the Minor is directed by PIO to cease using a go kart or to leave the Go Kart Facility, the Adult must ensure that the Minor complies promptly with that direction.

10.5 Additional release and indemnity form

Without limiting clauses 10.1-10.4 (and without prejudice to the enforceability of those clauses by PIO), each participant in go karting activities must, if required by PIO to do so:

- (a) pre-register on-line at the Circuit website before attending the Go Kart Facility, including by providing their first name, last name, date of birth and email address (and any other details reasonably required by PIO);
- (b) produce proof of identity upon arrival at the Go Kart Facility; and
- (c) sign or otherwise agree to a further release and indemnity (whether containing the same or different releases and indemnities to those set out in clauses 10.1-10.4) before participating in those activities.

If that participant fails to do so, PIO may prevent them from participating.

11 Interpretation

11.1 Definitions

In these terms and conditions:

- (a) terms which are defined in the body of these terms and conditions have the same meaning throughout the terms and conditions;
- (b) **Adult** means a person aged 18 years or over;
- (c) **Affiliates** means related entities of PIO and includes PI Circuit Pty Ltd ACN 108 623 052, PI Visitor Centre Pty Ltd ACN 108 623 043, PI Graydens Pty Ltd ACN 108 623 070, PI Sunrise-McGuigan Pty Ltd ACN 108 623 089, Linfox Property Group Pty Ltd ACN 058 015 642, Fox Group Holdings Pty Ltd ACN 058 015 777 and 265 Ingles Street Pty Ltd ACN 099 640 954.
- (d) **Go Kart Facility** means the Go Kart Track and the Visitor Centre;
- (e) **Go Kart Track** means the dedicated 750 metre (approximately) go kart track at the Circuit and associated infrastructure and surrounds;
- (f) **Hirer** has the meaning given to that term in clause 5(c) and also includes any other person who hires the Go Kart Facility for an Exclusive Session;
- (g) **Loss** means any loss (including loss of profit and loss of expected profit), claim, action, liability, proceeding, summons, demand, notice, damage, death, personal injury, suit, judgment, injunction, order, decree, cost, charge, expense, outgoing, payment, damages, diminution in value or deficiency of any kind or character which a person pays, suffers or incurs or is liable for;
- (h) **Minor** means a person who is under the age of 18 years;
- (i) **Personnel** means the officers, employees, agents, contractors and consultants of PIO and PIO's Affiliates; and
- (j) **Visitor Centre** means the Phillip Island Circuit Visitor Centre.

11.2 Construction

Unless expressed to the contrary, in these terms and conditions:

- (a) words in the singular include the plural and vice versa;
- (b) any gender includes the other genders;

TERMS AND CONDITIONS OF SALE
GO KART BOOKINGS – PHILLIP ISLAND CIRCUIT

- (c) if a word or phrase is defined its other grammatical forms have corresponding meanings;
- (d) if any form of the word “include” is used, it is to be read as if followed by the words “without limitation”;
- (e) no rule of construction shall apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it;
- (f) an obligation of more than one person binds those persons jointly and each of them severally;
- (g) a reference to:
 - (i) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;
 - (ii) a person includes the person’s legal personal representatives, successors, assigns and persons substituted by novation;
 - (iii) any thing (including any amount) includes either the whole or any part of that thing;
 - (iv) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;
 - (v) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation;
 - (vi) a right includes a benefit, remedy, discretion or power;
 - (vii) time is to local time in Cowes, Victoria;
 - (viii) “\$” or “dollars” is a reference to Australian currency;
 - (ix) this or any other document includes the document as novated, varied or replaced and despite any change in the identity of the parties;
 - (x) writing includes:
 - (A) any mode of representing or reproducing words in tangible and permanently visible form, and includes electronic transmissions; and
 - (B) words created or stored in any electronic medium and retrievable in perceivable form;
 - (xi) a group of persons includes all of them together, any two or more of them together and each of them separately; and
 - (xii) a clause, schedule or annexure is a reference to a clause, schedule or annexure, as the case may be, of these terms and conditions.

11.3 Headings

Headings do not affect the interpretation of these terms and conditions.