

TERMS & CONDITIONS

Conditions of Ticketing and Entry to RACE Inc Racecourses

General:

- 1 Tickets to the Course are issued by RACE Inc, Ticketmaster and theraces.co.nz ticket agents. By entering the Course or receiving a ticket for entry to the Course, you are deemed to have accepted, and understood as binding on you, these conditions and any accompanying risks, obligations and responsibilities. It is your responsibility to read and inform yourself of these conditions.
 - 2 If you enter the Course, there is a possibility of an accident causing injury, death or property damage or loss, and you need to be aware that such risks exist. The risks associated with entry to the Course include, but are not limited to, the risk of suffering injury, 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 coming into contact with persons, vehicles or structures;
 - b) incidents involving movement of horses (such as where horses jump or breach fences, railings, barriers or break free – whether being led or ridden or in their stalls – and come into contact with persons, vehicles or structures) or vehicles; or
 - c) harmful acts (whether intentional or inadvertent) committed by persons (such as intoxicated persons) present at the Course.
 - 3 Some areas of the Course are exposed to weather, including direct sunlight and heat, hail, rain and wind. RACE Inc does not guarantee that there will be sufficient room for you to obtain shelter from such weather.
 - 4 Whilst at the Course, you are responsible for your own property. You must not leave bags or possessions unattended at any time. There are no cloakroom facilities at the Course for items which are not permitted to be brought into the Course.
 - 5 If you breach these conditions, or RACE Inc (with reasonable cause) so directs, you may:
 - a) be refused entry to the Course;
 - b) be evicted from the Course;
 - c) have your ticket confiscated or cancelled without refund; or
 - d) be reported to an appropriate law enforcement body.
- This clause does not limit the right available to RACE Inc under these conditions or otherwise at law.
- 6 You must comply with any reasonable directions given to by RACE Inc. RACE Inc or a person authorised by RACE Inc may at any time, inspect any vehicle, bag, basket or other receptacle or require you to turn out your pockets.
 - 7 If you become aware of any incidents, matters or circumstances in contravention of these conditions, or if you have any issues that you wish to bring to RACE Inc's attention, you may call RACE Inc on (04) 528 9611 or (06) 356 4940. You should do this as soon as possible so as to assist RACE Inc to provide you with helpful response.
 - 8 **The schedule for an Event (whether published or otherwise) and its proposed format are only provisional and subject to change due to adverse weather conditions or other reasons. RACE INC reserves the right to cancel, postpone or relocate Events, change which participants are in an Event or the format of or any other element of an Event or which Events take place on a particular day or the schedule of Events for that day, or arrange a substitute Event. There is no guarantee of viewing any planned participant in an Event or of viewing any particular Event. Subject to any right of a refund or exchange under clause 9, RACE INC is not liable to you for any losses, costs or damage you suffer or incur as a result of any cancellation, postponement or relocation of an Event, any changes as to which participants are in an Event or in the format of or any other element of an Event or as to which Events take place on a particular day or in the schedule of Events for that day, or the arrangement of a substitute Event.**

Privacy:

- 9 You acknowledge that RACE Inc and third parties authorised by RACE Inc may photograph, film, videotape, record or otherwise reproduce the image and / or voice of any person who enters the Course and use the same for any purposes (including promotional) without payment to any person.

Ticketing:

- 10 RACE Inc makes no representation or guarantee that there is space available in any particular viewing area within the Course, or that there will be space in any viewing area to allow you to view any particular Event.
- 11 **Tickets to the Course must not, without prior written consent of RACE Inc, be offered for resale (by any means), resold or packaged or used for advertising, promotion or other commercial purposes. If a ticket has been sold or used in breach of these conditions, the bearer of the ticket may be denied admission, and other action may be taken, without refund.**
- 12 **If you obtained your ticket other than from RACE Inc or an authorised ticket agency or reseller, your ticket may be counterfeit, or which has been reported lost or stolen, you may be refused entry. RACE Inc is not obligated to replace tickets under any circumstances, including (but not limited to) loss or theft. RACE Inc reserved the right, however, to replace a ticket which has been lost or stolen and charge a fee for that replacement, at its sole discretion.**
- 13 **If you are requested by RACE Inc, or a person authorised by RACE Inc, you must produce your ticket for inspection. Tickets which are unreadable due to mutilation or damage of any kind may not be accepted. Should you fail to produce your ticket, RACE Inc retains the right to remove you from the Course.**
- 14 **No refunds will be offered unless the race day is abandoned in its entirety.**

Course Conditions:

- 15 Unless you hold a ticket allowing entry to a reserved area (such as Members' Stand or corporate marquee) or occupation of a reserved seat, you must not enter or remain in a reserved area or occupy a reserved seat. If you hold a ticket for a particular reserved area you may only enter the particular reserved area indicated on your ticket.
- 16 While present at the Course, you must comply with all relevant laws and any published policies of RACE Inc relating to liquor.
- 17 **If you bring children into the Course, you are responsible for the care, conduct and supervision of those children at all times. You are responsible for any acts or omissions committed by children whom you have brought to the Course.**
- 18 You must not, without the express authorisation of RACE Inc, enter the racetrack itself or stalls or any area where the movement of horses occur or any area of the Course where persons including ticket holders are prohibited to enter (as indicated by fencing, cordons, locked doors, signage or otherwise). If you do so you may be expelled from the Course, banned from attending the Course in the future and subject to legal action.
- 19 For the comfort and safety of persons at the Course, you are not permitted to bring into the Course (or have in your possession at the Course) any of the following without consent:
- alcoholic beverages on all racedays on all RACE Inc racecourses unless advertised to the contrary
 - any structure or item larger than 3m x 3m (management reserves the right to restrict placement at their discretion)
 - any dangerous goods or weapons
 - any animals (other than, if the person is deaf, blind or otherwise suffering a disability, a guide dog)
 - any flags, banners or other bearing the logo of any other than our appointed sponsors. These will be confiscated at admission or at the site of erection.
 - any item that you intend (or such quantities of the item from which WRC can reasonably infer that you intend) to distribute, hawk, sell, offer or expose for sale
 - any object, device or substance that may be used to deface or damage any part of the Course
- 20 Unless authorised beforehand by RACE Inc in writing, you must not, while at the Course:
- post, stick or place or attempt to post, stick or place any poster, placard, bill, banner, print, paper or any advertising material on any building, fence or other structure
 - distribute any printed or visual matter or distribute, display or promote any advertising or promotional material or samples of goods or services;
 - distribute, hawk, sell, offer or expose for sale any goods or services or solicit or collect subscriptions, donations, money or orders from persons present at the Course
 - throw or attempt to throw any bottle or other projectile
 - disrupt, interrupt or behave in any matter that may disrupt or interrupt any Event, distract, hinder or interfere with a participant in an Event or interfere with the comfort of other persons at the Course
- 21 RACE Inc or persons authorised by RACE Inc may, in their sole discretion, prevent you from entering the Course or evict you from the Course, if RACE Inc or persons authorised by RACE Inc reasonably believe that you are under the influence of alcohol or drugs. You agree that this clause does not obligate RACE Inc to undertake any monitoring or compliance methods to ensure that persons present at the Course are not intoxicated, and RACE Inc will not be responsible for the conduct of intoxicated persons who are present at the Course, or persons who become intoxicated at the Course, nor for any damage or injury caused by such persons. This clause does not seek to exclude any legal responsibilities that RACE Inc or persons authorised by RACE Inc may have in relation to the responsible service of alcohol at the Course.

Awapuni Racing Centre

Racecourse Rd, Po Box 52, Palmerston North 4440
(06) 356 4940

Wellington Racing Club

Racecourse Rd, Po Box 47024, Trentham, Upper Hutt 5143
(04) 528 9611

Otaki-Maori Racing Club

Te Roto Road, Po Box 13, Otaki 5542
(06) 356 4940