

TERMS & CONDITIONS

Conditions of Ticketing and Entry to Trentham

General:

- 1 Tickets to the Course are issued by Wellington Racing Club (WRC), 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. WRC 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 cloak facilities at the Course for items which are not permitted to be brought into the Course.
 - 5 If you breach these conditions, or WRC (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 WRC under these conditions or otherwise at law.
- 6 You must comply with any reasonable directions given to by WRC. WRC or a person authorised by WRC 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 WRC's attention, you may call WRC on (04) 528 9611. You should do this as soon as possible so as to assist WRC to provide you with a 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. WRC 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, WRC 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 WRC and third parties authorised by WRC 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 WRC 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 WRC, 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 WRC 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. WRC is not obligated to replace tickets under any circumstances, including (but not limited to) loss or theft. WRC 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 WRC, or a person authorised by WRC, 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, WRC 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 WRC 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 WRC, 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:
 - a) alcoholic beverages on Trentham Music, Wine & Racing Festival or Wellington Cup Day
 - b) any structure or item larger than 3m x 3m (management reserves the right to restrict placement at their discretion)
 - c) any dangerous goods or weapons
 - d) any animals (other than, if the person is deaf, blind or otherwise suffering a disability, a guide dog)
 - e) 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.
 - f) 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
 - g) any object, device or substance that may be used to deface or damage any part of the Course
- 20 Unless authorised beforehand by WRC in writing, you must not, while at the Course:
 - a) 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
 - b) distribute any printed or visual matter or distribute, display or promote any advertising or promotional material or samples of goods or services;
 - c) 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
 - d) throw or attempt to throw any bottle or other projectile
 - e) disrupt, interrupt or behave in any manner 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 WRC or persons authorised by WRC may, in their sole discretion, prevent you from entering the Course or evict you from the Course, if WRC or persons authorised by WRC reasonably believe that you are under the influence of alcohol or drugs. You agree that this clause does not obligate WRC to undertake any monitoring or compliance methods to ensure that persons present at the Course are not intoxicated, and WRC 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 WRC or persons authorised by WRC may have in relation to the responsible service of alcohol at the Course.





POLICY

BYO Alcohol

Division	RACE
Date Created	Dec 2009
Publication Date	
Review Period	Dec 2011
Owner	Michelle Bare, Manager Marketing, Events and Sponsorship
Approved By	Matt Reid, Chief Executive
Our Values:	Professional, Integrity, Pride, One Team, Passionate

“RACE is committed to providing the best racing, hospitality and events in New Zealand. We want to offer our customers quality entertainment, service and hospitality in a fantastic and safe environment. For this reason we have developed a policy on customers bringing their own alcohol to our events. ” Matt Reid, Chief Executive



1 Purpose

The purpose of this BYO (Bring Your Own) Alcohol policy is to provide some guidance to customers and staff on when it is and isn't permitted for customers to BYO to RACE events.

2 Scope

This policy covers all RACE events at its 3 venues – Trentham, Otaki and Awapuni. RACE Incorporated has legislative obligations to ensure that it provides a safe environment and acts consistently with all relevant liquor licensing requirements.

RACE also aims to:

- Ensure it provides high quality food and beverage services that are competitively priced at all its events.
- Ensure it acts responsibly and in a manner consistent to its organisational values.
- Ensure that it operates in a commercially positive and business-like manner.

Legislation and RACE policies relating to leave entitlements include:

- Sale of Liquor Act
- The Health and Safety Act
- Relevant liquor licensing arrangements at RACE venues.

3 BYO Policy

For all its events, RACE will ensure it offers a wide range of alcohol products and at competitive prices.

BYO is not permitted at any premier race day and or any other day where RACE is committing a significant investment into an event and or its promotion - race Days and or other events.

RACE recognises that in most cases it has been a tradition within NZ Racing to allow customers to BYO to race days. For many days of the racing season this will still be permitted, however for the bigger events (e.g. premier days), RACE is restricting BYO to ensure:

- It is more able to regulate drinking behaviours
- It is acting in commercially positive manner

Premier race days and or other big event days traditionally attract larger crowds and require significant funding to run. RACE needs to generate positive revenues from these days in-order to continue to be able to offer high quality entertainment to its customers.

The RACE Chief Executive will decide what non premier race days and or events BYO will not be permitted.



3.1 Race Days BYO not permitted

For all its events RACE will ensure it offers a wide range of alcohol products and at competitive prices.

The following events across the RACE group are classified as premier and or significant event days and therefore BYO on these days is not permitted.

- October WRC Charity Day - Trentham
- Dec WRC Xmas at the Races - Trentham
- Dec Manawatu Eulogy Stakes/Xmas at the Races - Awapuni
- December Manawatu Cup Day - Awapuni
- December - Boxing Day Races - Awapuni
- January Marton Cup Day - Awapuni
- January WRC Telegraph Day - Trentham
- Jan WRC Anniversary Monday Summer Festival Day - Trentham
- January WRC Wellington Cup Day - Trentham
- Feb Otaki Maori Racing Club Group 1 WFA - Otaki
- March WRC NZ Oaks Day - Trentham
- April Manawatu Sires Produce Day - Awapuni
- May WRC Galaxy Stakes Day - Trentham
- July WRC Wellington Steeplechase Day - Trentham

For all other Racing events on the RACE calendar, BYO is permitted.

End

