

# Ticketing Terms & Conditions of Entry betr Darwin Triple Crown

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Northern Territory Major Events Company Pty Ltd (**NTMEC**) is a government owned major events company tasked with the attraction and delivery of major sporting and cultural events that provide substantial economic and social benefits to the Northern Territory (**NT**).

These terms apply to any event, performance, show, activity, conference or function (whether ticketed or not), that is owned by NTMEC (**Event**) and staged at any venue, stadium, arena or designated area that is controlled by NTMEC or Venue management (**Venue**) and includes any incorporated terms (**Terms**).

By purchasing or holding a ticket (**you**), you agree to these Terms. It is a condition of your ticket purchase for an Event and a condition of entry to a Venue that you comply with these Terms.

## No Resale at Premium

1. It is an essential condition of the right of admission to an Event conferred on the holder of a ticket that you and each subsequent holder of the ticket agrees with NTMEC not to (without NTMEC's prior written consent):
  - a) resell or transfer, or attempt to resell or transfer, the ticket at a price greater than the face value of the ticket (including via on-line auction sites);
  - b) use it for advertising, promotion, competitions or commercial purposes; and
  - c) bundle it with other goods or services, such as food and beverage, accommodation or transport.
2. If this condition is breached, NTMEC may deny the holder admission to the Event and retain the price of the ticket.
3. This prohibition does not prevent the gifting or transferring of tickets to another individual at face value for personal use, provided that no commercial gain is sought.

## Refusal of Entry

4. For the comfort, safety and enjoyment of all patrons, NTMEC and Venue management reserve the right to refuse entry to an Event or Venue, of a person or item in the following circumstances:
  - a) a ticket is damaged, defaced, forged or copied or has not been purchased from an authorised ticket agent;
  - b) persons are, or are considered on reasonable grounds by NTMEC or Venue management or their respective agents or contractors, to be intoxicated, under the influence of drugs or disorderly or the presence of the person would be detrimental to, or compromise safety at, the Event;
  - c) persons wearing or displaying commercial, political or other offensive signage or logos (except for official merchandise or other Event related clothing worn in good faith);
  - d) unauthorised persons or persons not in possession of a valid ticket or accreditation;
  - e) persons who refuse to submit themselves or their belongings for inspection;
  - f) items which have the potential to cause injury or public nuisance, including Restricted and Prohibited items listed in clause 9;

# Ticketing Terms & Conditions of Entry betr Darwin Triple Crown

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- g) due to adverse weather, dangerous situations or any other causes that may affect the safety of patrons and
- h) do not comply with any laws, regulations or directions from the Federal or Northern Territory Government including any health and safety guidelines, such as those related to COVID-19 or other public health emergencies.

## General Conditions of Entry

5. The following applies as a condition of entry into a Venue:

- a) NTMEC or Venue management reserve the right to inspect and search bags brought into or out of the Venue;
- b) Children 12 years and under are granted free entry, but child tickets must be reserved at the time of adult ticket purchase. A maximum of two children per paid ticket-holding parent or guardian is permitted. Children must be supervised by their ticket-holding parent or guardian at all times during the event;
- c) Persons 12 years and under must be under the direct supervision of a ticket holding parent or legal guardian at all times;
- d) Any Concession ticket prices are available to holders of valid Full-Time Student, Senior, Pensioner, Australian Health Care Card and Veterans affairs cards. A valid card may be asked to be presented at the time of entry;
- e) You must not enter any of the Venue's restricted areas, such as back of house, competition and performance areas, dressing rooms, VIP and hospitality areas or any other area not accessible by the public;
- f) Narcotics (other than those prescribed by a registered medical practitioner) must not be taken into or out of the Venue;
- g) Alcoholic beverages must not be taken into or out of the Venue. It is an offence for minors to purchase or consume alcohol, or for adults to supply alcohol to minors, under the Northern Territory Liquor Act. Offenders may be subject to fines, ejection from the venue, or criminal charges. Alcohol may only be consumed in certain areas of the Venue;
- h) Patrons are not permitted to bring beverages (other than sealed bottled water) into the Venue. Patrons with special dietary or medical needs, such as for infant care or specific medical conditions, are allowed to bring necessary items with appropriate documentation, such as a doctor's note.;
- i) Patrons are only permitted to bring food for personal consumption into the Venue;
- j) Smoking (including the use of electronic cigarettes or similar devices) is prohibited in certain areas of the Venue;

# Ticketing Terms & Conditions of Entry betr Darwin Triple Crown

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- k) No beach umbrellas or shade structures may be brought into the Venue;
  - l) Unauthorised soliciting, collections and customer surveying is not permitted
6. You must not engage in any form of ambush marketing and must not conduct any activity that conflicts with, impairs, infringes or denigrates the rights of any official sponsor, the Venue or NTMEC.

## Health and Safety

7. Patrons are required to comply with all health and safety protocols and guidelines issued by NTMEC, Venue management, or relevant authorities, including but not limited to those related to public health emergencies (e.g., infectious diseases, pandemics, extreme weather events, and air quality advisories). NTMEC reserves the right to amend entry requirements based on updated public health guidance. Non-compliance may result in refusal of entry or removal from the Venue without refund.

## Eviction from Venue

8. NTMEC or Venue management reserve the right to eject from a Venue any patron without any refund and person who in its sole opinion:
- a) breaches any General Condition of Entry;
  - b) does not produce a valid ticket on request;
  - c) is in breach of any of these Terms;
  - d) unreasonably obstructs the viewing of other patrons;
  - e) may be a source of danger, nuisance, or annoyance or otherwise gives rise to concern in relation to the safety and security arrangements for an Event, including excessive noise, use of foul, obscene, abusive or racist language or gestures, intoxication, drug impairment, the wearing or other display of commercial, political or offensive signage or logos, or the throwing of any object that might injure or cause damage to people or property;
  - f) fails to comply with instructions from a police or security officer;
  - g) is in possession of any item listed on the Restricted and Prohibited listed in clause 9;
  - h) is suspected of committing, or being likely to commit, or having committed a criminal offence within the Venue;
  - i) enters any area at the Venue which he/she is or may be prohibited from entering;
  - j) damages, interferes with or tampers with any NTMEC or Venue property; or
  - k) refuses to comply with requests made by Venue management or NTMEC staff.
  - l) Refuses to follow any laws, regulations or directions from the federal or Northern Territory Government.

## Restricted and Prohibited Items

9. The following restricted and prohibited items are not permitted into a Venue:

- alcoholic beverages (unless purchased at the Event);
- glass including bottles, unless purchased at the Event), or cans, ceramic and breakable containers;
- beverage containers with the manufacturer's seal broken;
- illicit drugs;
- cigarette liquids;
- Oleoresin Capsicum (OC) spray (pepper spray)
- perfumes, aftershaves or deodorants (No aerosols permitted)
- flares or fireworks
- laser pointers or distress signals;
- prohibited or controlled weapons, or firearms;
- any other dangerous item of good, substance, weapon or any items which are prohibited under any applicable legislation;
- projectile items, including balls, frisbees, rackets or similar objects;
- inflatable items;
- vehicles including any golf buggy, bicycles, skateboards, roller skates or blades, or scooters and any ancillary items such as helmets of any form;
- political or offensive materials;
- clothing or signage bearing any racist, indecent or obscene language or images or depicting any sort of political cause or affiliation;
- camera lenses with a physical length greater than 400mm, camera tripods, monopods and other devices used for recording or transmitting information related to an Event for commercial purposes;
- drones or any remote-controlled devices or unmanned aerial vehicles;
- selfie sticks;
- flag poles of more than 1 metre in length / banners or flags larger than 1m x 2m;
- public address system, electronic equipment, broadcast equipment or similar device which may interfere with broadcast equipment or similar device being used by NTMEC or other persons authorised by NTMEC in connection with the Event;
- eskies and bags of larger dimensions than 35cm in height, 20cm in width and 30cm in length (i.e. too large to be stored under a seat), and includes motorised eskies;
- masks or full-face coverings (unless for medical or religious purposes);

# Ticketing Terms & Conditions of Entry betr Darwin Triple Crown

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- animals other than animals recognised as assistance animals under the *Disability Discrimination Act 1992* (Cth) (Event Management, acting reasonably, may request evidence that an animal is an assistance animal or is trained to meet standards of hygiene and behaviour that are appropriate for an animal in a public place);
  - musical instruments and noise makers, including drums, whistles, air horns, loud hailer, bugles or other amplification without the prior consent of NTMEC;
  - barbeques including, but not limited to, kettle barbeques, grills, smokers or portable barbeques; or
  - other items as determined by NTMEC that may cause injury, public nuisance or safety concerns.
- Please check the FAQ on the Event website.

## Patron Safety and Behaviour

10. You must comply with the directions or announcements from NTMEC or Venue staff and any other requirements relating to access and safety given by NTMEC or Venue staff or authorities.
11. You must maintain safe, prudent and respectful behaviour at all times. A patron is responsible for their own conduct whilst in a Venue for an Event and must pay for the cost of repair of any damage caused to a Venue as a result of their conduct.
12. You must not enter the competition or designated performance areas of a Venue at any time and, if you do, you may be fined, expelled from that Venue and subject to legal action.
13. You must remain appropriately clothed while in the Venue. Patrons are required to keep all items of clothing and footwear on at all times.
14. All patrons are expected to behave respectfully towards others while attending an Event. Harassment, discrimination, violence, or disruptive behaviour of any kind will not be tolerated. NTMEC reserves the right to remove any patron who engages in such behaviour without refund and may refer the matter to law enforcement. Patrons are also responsible for the conduct of any minors or guests under their care.

## Liability and Risk

15. Patrons wishing to bring personal items into Venue do so at their own risk. NTMEC will not be held responsible for any damage to, loss or theft of, your personal property.
16. NTMEC does not guarantee that you will have an uninterrupted and/or uninhibited view of an Event from your location within the Venue, nor does NTMEC give any warranty as to the quality, content or duration of an Event.
17. There are risks and inherent dangers associated with attending Events and associated activities that may result in patrons being injured. To the extent permitted by law, you agree not to bring any claim or proceeding

# Ticketing Terms & Conditions of Entry betr Darwin Triple Crown

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against NTMEC for any damage, loss, injury or liability you may suffer in accessing a Venue or attending an Event.

18. Patrons attending an Event do so at their own risk and assume all risk and liability for personal injury, medical condition or death, including that of any minors in their care. NTMEC bears no liability for any personal injuries, health problems or death sustained at or after an Event, including directly or indirectly resulting from any existing medical condition. In case of a medical emergency, first aid services will be available at the venue, but patrons assume all responsibility for their own medical care. NTMEC takes no responsibility for any hearing damage or loss. Use earplugs if necessary.
19. If NTMEC is liable to you for any breach of these Terms or any tort committed by NTMEC (including negligence but not including fraud), NTMEC's liability to you is limited (at NTMEC's election) to NTMEC repaying any amounts paid by you or supplying or resupplying any tickets to which you are entitled.
20. In consideration of your attendance at an Event, you agree to:
  - (a) indemnify and hold harmless and keep indemnified NTMEC and Venue management against any claims which may be made by me or on my behalf or by a third party for or in respect of or arising out of my death or any injury caused to me whether caused by negligence, breach of contract or otherwise; and
  - (b) release to the full extent permitted by law NTMEC and Venue management from all liability to me for any claim that arises as a result of any act, matter or thing done, permitted or omitted to be done, by me or which is in any way connected with my presence at or engagement in the Event.

A clause of these terms and conditions will not apply where the term contravenes the law of the relevant jurisdiction under which any legal action is legitimately taken however such terms are severable and do not invalidate the remaining terms.

## **Photographs and Broadcasts**

21. Cameras (including digital cameras), audio and video recorders may be brought into a Venue only at the discretion of NTMEC.
22. Personal photography and video recordings for non-commercial use are permitted at the Event, provided they do not interfere with the enjoyment of others. Patrons may share images on social media, but live streaming or the transmission of live footage is strictly prohibited without NTMEC's prior written approval. Commercial use of any photographs or recordings, including selling, licensing, or merchandising, is prohibited unless expressly authorised in writing by NTMEC. For the avoidance of doubt, commercial purposes include licensing, merchandising, memorabilia, or marketing.

# Ticketing Terms & Conditions of Entry betr Darwin Triple Crown

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23. Except as permitted by clause 19, Patrons are not permitted to transmit, broadcast, sell, license or otherwise publish, disseminate or reproduce any recordings (including photographic, video or sound recordings) of the Event without NTMEC's prior written approval.
24. If you make, reproduce or use any recording, data or image prohibited under this condition, you must assign in writing all copyright and intellectual property rights to NTMEC or its nominee.
25. With or without your knowledge, you may be recorded on CCTV or other forms of surveillance in, or in the vicinity of, the Venue, filmed or photographed individually or in a crowd scene by any person and your voice recorded at an Event (or any one or more of these things). You irrevocably and unconditionally consent in perpetuity and without compensation to the recording, filming, photographing, transmission and use (or any one or more of these things) by NTMEC and its nominees (or either) of your likeness and voice (or either) by any means (including, audio and visual recordings by television cameras and photographers) throughout the world, to the fullest extent possible, including for official broadcast and promotional purposes (or either).

## Event Changes and Cancellation

26. NTMEC shall not be held responsible for any cancellation, delay, or alteration of an Event caused by circumstances beyond its control, including but not limited to acts of God, war, terrorism, civil disturbance, governmental intervention, strikes, pandemics, natural disasters, or extreme weather conditions. In such circumstances, NTMEC reserves the right to reschedule or cancel the Event, without any compensation to you.
27. NTMEC may add, withdraw, reschedule or substitute artists, athletes or teams (as applicable) or vary advertised programmes, prices, times, Venues, seating arrangement or audience capacity without any compensation to you.
28. NTMEC may postpone, cancel, interrupt or stop an Event, or deny access to a Venue, due to adverse weather, dangerous situations or any other causes without any compensation to you.
29. NTMEC is not liable to you for any subsequent loss or damage you suffer as a result of any Event being cancelled, postponed or changed. NTMEC disclaims the existence of any common law duty of care to you.
30. Except as required under the Australian Consumer Law or other applicable legislation, no refund or exchange of tickets will be made under any circumstances if that Event is postponed or cancelled, and then according to that Event's refund and exchange policy (if any).

## Privacy Statement

31. NTMEC respects the privacy of the individuals on whom NTMEC collects, uses and discloses personal information. The personal information that NTMEC collects will be in accordance with its Privacy Policy found on its website and used for the purpose of the sale and distribution of your tickets, as reasonably required for the proper and efficient staging of Events and to give effect to any of its rights under these Terms. Personal



# Ticketing Terms & Conditions of Entry betr Darwin Triple Crown

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information may also be shared with third-party service providers for the purposes of event management, security, or marketing, subject to the NTMEC Privacy Policy.

32. You may request access to personal information NTMEC holds about you by sending an email to [major.events@nt.gov.au](mailto:major.events@nt.gov.au).

## General

- 33. NTMEC will not replace your ticket, if lost, stolen, forgotten, damaged, forged or unreadable.
- 34. NTMEC may choose not to enforce a term of these Terms in some cases in its absolute discretion without affecting its right to enforce that term in other cases, including by replacing tickets (except forged tickets) if you can demonstrate proof of purchase and identity acceptable to NTMEC.
- 35. If you are under 18 years of age, you may use NTMEC ticketing websites and purchase tickets only with the supervision of a parent, guardian or other adult person.
- 36. These Terms are governed by the law applicable in the Northern Territory and each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of the Northern Territory.
- 37. NTMEC is a member of Live Performance Australia and adheres to its Ticketing Code of Practice. No refund or exchange on any ticket or service fee will be given except in accordance with the applicable Live Performance Australia Ticketing Code of Practice. Visit [www.liveperformance.com.au](http://www.liveperformance.com.au)

## Amendments

- 38. NTMEC reserves the right to update, modify or change these Terms from time to time. Any changes including variation of dates will be available on NTMEC's website and the event ticketing webpage.

## **MOTORSPORTS AUSTRALIA, MOTORCYCLING AUSTRALIA & AUSTRALIAN NATIONAL DRAG RACING ASSOCIATION DISCLAIMER**

Motor Sport Activities are inherently dangerous recreational activities and there is significant risk of injury, disability or death.

If you do not wish to be exposed to such risks, then you should not attend at or participate in Motor Sport Activities. By attending or participating in motorsports activities, you acknowledge that you understand and voluntarily accept the significant risks involved, and you waive certain rights to claim damages or bring legal action, except in cases of reckless conduct by the organisers.

**WARNING:** If you participate in these activities your rights to sue the supplier under the Competition and Consumer Act 2010 if you are killed or injured because the activities were not supplied with due care and



# Ticketing Terms & Conditions of Entry betr Darwin Triple Crown

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skill or were not reasonably fit for their purpose, are excluded, restricted or modified in the way set out in or on this sign.

In exchange for being able to attend or participate in the Motor Sport Activities, you agree:

- to release NTMEC, the Confederation of Australian Motor Sport Ltd (trading as Motorsport Australia), Motorcycling Australia Ltd, and Australia National Drag Racing Association and the Entities\* to the extent that any or all of them are providing Recreational Services from all liability for:

- a) your death;
- b) any physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
- c) the contraction, aggravation or acceleration of a disease;
- d) 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:

- i. that is or may be harmful or disadvantageous to you or the community; or

- ii. that may result in harm or disadvantage to you or the community,

howsoever arising from your participation in or attendance at the Motor Sport Activities;

- to indemnify and hold harmless and keep indemnified NTMEC, the Confederation of Australian Motor Sport Ltd (trading as Motorsport Australia), Motorcycling Australia Ltd and Australia National Drag Racing Association and each of the Entities to the maximum extent permitted by law in respect of any Claim by any person; and
- to attend at or participate in the Motor Sport Activities at your own risk.

NOTE: The change to your rights, as set out in or on this sign, does not apply if your death or injury is due to reckless conduct on the supplier's part. "Reckless Conduct" means conduct where the supplier of the recreational services is aware, or should reasonably have been aware, of a significant risk that the conduct could result in personal injury to another person and engages in the conduct despite the risk and without adequate justification. See section 139A of the Competition and Consumer Act 2010.

\*A full list of Motorsport Australia associated entities can be viewed at <https://motorsport.org.au/Events/disclaimers>