

Terms and Conditions

These are Yamaha Motor Australia Pty. Ltd.'s (**Yamaha**) terms and conditions governing attendance at the 2024 Australian Motorcycle Grand Prix - Phillip Island Grand Prix Circuit (**Event**) as a Yamaha invitee or guest.

By attending the Event, each person attending the Event (**Attendee**) understands and accepts these terms and conditions as binding.

1. CONDUCT

1.1. All Attendees:

- 1.1.1. must comply with the Australian Grand Prix Corporation's Event Conditions which are available at <https://www.motogp.com.au/event/conditions>;
- 1.1.2. must comply with all reasonable directions given by the Australian Grand Prix Corporation and/or Yamaha;
- 1.1.3. must comply with all rules and policies implemented by the Australian Grand Prix Corporations (including but not limited to any smoking policy implemented) and/or Yamaha from time to time;
- 1.1.4. must display the correct ticket in a clear and visible manner at all times at the Event;
- 1.1.5. must not engage in unlawful, threatening, endangering, harassing, abusive, disruptive, defamatory or discriminatory behavior or conduct;
- 1.1.6. must not consume or possess illicit drugs or substances of any kind; and
- 1.1.7. must not cause any damage to property of any nature.

2. SUPERVISION

- 2.1. All Attendees under the age of 18 must be accompanied and supervised at all times by a guardian who must be over the age of 18.

3. USE OF LIKENESS

- 3.1. The Attendee grants Yamaha, Yamaha's related bodies corporate, the crown in the right of the State of Victoria, the Minister administering the Australian Grands Prix Act 1994 (Vic), Federation Internationale de Motocyclisme, Dorna Sports S.L., Australian Grand Prix Corporation and all of their agents, affiliates, successors and authorised third parties, to use recordings, images and likenesses of the Attendee (including sound recordings), in any media without compensation or payment of any kind.

4. CANCELLATION POLICY

- 4.1. An Attendee may cancel the booking no less than 60 days prior to the Event. Such cancellation will attract a \$100 AUD per person cancellation fee.
- 4.2. A booking cannot be cancelled within 60 days of the Event.
- 4.3. An Attendee may transfer their ticket to another guest subject to approval by Yamaha.

5. WAIVER

- 5.1. The Attendee acknowledges that Yamaha is not the organiser of the Event.
- 5.2. The Attendee acknowledges and agrees that Yamaha is not liable to the Attendee for any loss or damages suffered by the Attendee if the Event is cancelled, rescheduled, shortened, or varied for any reason whatsoever.

6. PRIVACY

- 6.1. Yamaha collects personal information about the Attendee in connection with the Event in accordance with its Privacy Policy which is available at <https://www.yamaha-motor.com.au/privacy>

7. WARNING AND RISK

- 7.1. Motorsports is an inherently dangerous activity and exposes Attendees to a high risk of serious bodily injury or death that may be caused by an Attendees' attendance and participation at the Event, an Attendees' acts or omissions, or the acts or omissions of others.
- 7.2. The Attendee acknowledges and agrees that it assumes all risk of loss, liability, damage or costs (including bodily injury or property damage) in connection with their attendance and participation at the Event.
- 7.3. The Attendee releases, holds harmless and forever discharges the Indemnified Parties from all liability, losses, damages, costs and expenses suffered by the Attendee arising directly or indirectly from their attendance and participation at the Event.
- 7.4. The Attendee agrees to indemnify and keep indemnified the Indemnified Parties from and against all demands, claims and actions, and all liability, losses, damages, costs and expenses in connection with such demands, claims and actions, arising directly or indirectly from:
 - 7.4.1. any wrongful, intentional, or negligent act or omission of the Attendee; or
 - 7.4.2. any breach of these terms and conditions by the Attendee.
- 7.5. For the purpose of clause 7.3 and 7.4, Indemnified Parties means:
 - 7.5.1. Yamaha Motor Australia Pty. Ltd., its related bodies corporate, and their officers, employees, agents and contractors; and
 - 7.5.2. Australian Grand Prix Corporation, the Crown in right of the State of Victoria, the Minister administering the the Australian Grands Prix Act 1994 (Vic) (AGP Act), Federation Internationale de Motocyclisme (FIM), Dorna Sports S.L. (Dorna) and its affiliate companies: Dorna Worldwide S.L., International Events Services S.L., Externpro S.L., Fontetes Motor S.L., Promomedia S.L.U., International Road Racing Team Association, Promoter Les Comes Special Events S.L., Motorcycling Australia Limited, Motorcycling Victoria, Linfox Property Group Pty Ltd, Fox Group Holdings Pty Ltd, PI Circuit Pty Ltd, PI Graydens Pty Ltd, PI Sunrise-McGuigan Pty Ltd, PI Visitor Centre Pty Ltd, PI Operations Pty Ltd and all other persons involved in the conduct, promotion and organisation of the Event, including teams, service companies, national and international officials, race direction, clerks of the course, sporting technical stewards, timekeepers, marshals, sponsors, MotoGP Medical Team, MotoGP Health Centre, TV broadcasters, all accredited media, all VIP guests from the above mentioned bodies, competitors and riders, and in each case their respective directors, officers, employees, agents, contractors, representatives, guests, volunteers and affiliated companies and assignees).

8. GENERAL

- 8.1. These terms and conditions are governed by and are to be construed under the laws in force in New South Wales, Australia. The Attendee submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in New South Wales, Australia.
- 8.2. Any failure or delay by Yamaha to exercise a power or right does not operate as a waiver or prevent Yamaha from exercising such power or right.
- 8.3. If a provision in these terms and conditions is wholly or partly void, illegal or unenforceable in any relevant jurisdiction that provision or part must, to that extent, be treated as deleted from these terms and conditions for the purposes of that jurisdiction. This does not affect the validity or enforceability of the remainder of the provision or any other provision of these terms and conditions.