TERMS AND CONDITIONS OF ENTRY

The Board of Directors and Management of Sunshine Coast Turf Club (SCTC) wish to advise patrons of their obligations and acceptance of the ***Conditions of Entry*** to the Venue under its Management. These Terms and **Conditions of Entry** apply to all race meetings and any non-raceday event, unless otherwise stipulated.

1. **Prohibited Items**

All persons entering SCTC's facilities are required to present their bags and other carriers for inspection by authorised representatives of SCTC.

- Patrons refusing to present their bags or other carries for search by authorised representatives of SCTC or who are found to be in possession of items that are not considered suitable for entry into SCTC's premises may be refused entry to the premises or be expelled from the area. If they have entered and are then expelled there will be no refund of any admission paid.

- Prohibited items will need to be returned to private vehicles or will be confiscated by SCTC. There are no checking facilities at SCTC, so items cannot be held on behalf of Patrons.

The following are considered Prohibited Items and may not be brought into the Venue:

Food and drink

(SCTC is a Licensed Venue and operates its own food and beverage outlets On-Course. Children's food or drinks will be considered upon entry. All birthday cakes are to be pre-arranged with the Club prior to the race meeting.)

- Illicit drugs;

- Mobile structures such as tents, fold out tables and chairs;

- Inflatable items such as balloons, beach balls etc;

- Musical or party instruments, including but not limited to horns, whistles, drums, air horns, party poppers or any other instrument where the generated noise or fragments may harm, alarm or cause distress to horses or another person;

- Any instrument that may resemble a weapon or imitation plastic weapon of any kind including but not limited to a sword, gun. Hand grenade, hammer, shields, knives, armour etc;

- Any piece of clothing or items that incite either political, activist, or religious stance that could otherwise be considered offensive by another person;

- Any explosive or flammable item, including but not limited to flares, fireworks, Lasers, laser pointers or any other light emitting device that may harm, alarm or cause distress to horses or another person;

- Rollerblades, roller skates, skateboards, scooters, or bicycles; and

- Animals other than guide or assistance dogs.

2. **Proof of Age Requirements**

All persons under 18 must be accompanied and supervised by a responsible adult at all times. A responsible adult is defined as an adult who is a parent, step-parent, spouse, de-facto partner or legal guardian of that person.

Any person may be required to provide proof of age by producing relevant evidence to SCTC upon request. The relevant documents for this purpose are as follows:

- A current Australian driver's licence with a photograph;

- A current passport;

- A current Australian Learner's Driver Permit with a photograph;

- A Foreign Drivers Licence;

- A recognised Proof of Age Card;

3. **Ticketing**

- Persons under the age of 18 years may only attend the Venue under the supervision of a parent or guardian. Where you are the parent or guardian of a person under the age of 18 years, you are deemed to have accepted on behalf of that person the ***Conditions of Entry*** to the Venue and any and all accompanying risks, obligations and responsibilities.

- Tickets to events or the Members Area at the Venue may not be re-sold, or be used for advertising, promotional or other commercial purposes (including competitions) without the prior written consent of SCTC. If a ticket is found to have been sold or used in contravention of this condition the bearer of the ticket may be denied entry to the Venue.

- Tickets marked "General Admission" allow the bearer general Course entry. These tickets do not allow access to designated Member, Corporate or private function areas.

- SCTC makes no guarantee that there is space available in any particular viewing area within the Venue, or that there will be space in any viewing area to allow you to view any particular event.

- Where Concessions are applicable, suitable and valid identification must be provided for purchase of tickets at the Venue.

4. **Event Cancellation, Postponement and Ticket Refund**

- In the event that a client cancels a function, no exchange or refund on any ticket will be provided, except as required by Law and as otherwise specified by the Seller (refer 4.2 to 4.6 below and any exceptions applied by the Government in relation to COVID-19 restrictions). If a refund is made, SCTC may, to the extent permitted by Law, retain any fee it has charged. No refunds, credits or replacement tickets will be provided on any complimentary tickets or in situations where the Australian Consumer Law does not apply.

- Lost or Stolen Tickets – SCTC holds no responsibility for lost or stolen tickets. Replacement tickets may be issued at SCTC's discretion. SCTC will only consider requests for replacement tickets that are in writing and at least one week prior to the Event, specifying the exact ticketing details, proof of purchase and valid credit card details for payment. SCTC reserves the right to charge a reasonable Administration Fee for the replacement of the tickets. SCTC reserves the right not to replace tickets where seating is not allocated (General Admission tickets).

- If an Event is cancelled or rescheduled by SCTC prior to the commencement of the Event, ticketholders, including pre-purchased General Admission holders, Corporate Functions and Reserved Venue patrons, may;

1. Request an exchange for an equivalent Event; or
2. Request a refund of the price paid for the tickets.

SCTC will make a decision on appropriate return, based on factors specific to the Event which may include infrastructure and set up costs incurred by the Club.

- If an Event is abandoned due to unforeseen circumstances during the Event after Gates open. All Corporate Events (where possible) will proceed and there will be no refunds of tickets.

- The proposed schedule and format of an Event (whether published or otherwise) is provisional and subject to change due to adverse weather conditions or other reasons as determined by SCTC. SCTC reserves the right to cancel, postpone, reschedule, or relocate Events; alter the format or any element of an Event or arrange a substitute Event.

- SCTC is not liable for any losses, costs or damage suffered or incurred as a result of any of the factors occurring in point 4.5 above.

- Collection and delivery of tickets – Tickets will be issued when full payment is received by SCTC or its Ticket Seller. Please allow adequate time for the collection or delivery of tickets.

- In respect of all tickets you receive, you must comply, and ensure that each subsequent holder of the ticket is fully aware of and complies with these *Conditions* and all relevant Laws and Regulations; and Dress Regulations.

5. **Dining Bookings & Functions**

- Atrium Dining bookings are required to be paid in full at time of booking. Any increase in guest numbers must be made no later than three (3) working days prior to the Raceday and is subject to availability. No refund will be issued if guest numbers decrease.

- Function bookings are required to pay a 30% non-refundable deposit at the time of booking. Final numbers and full payment is required two (2) weeks prior to the function date. Any applicable changes are to be confirmed no later than one (1) week prior to the function date. Any increase in numbers must be made no later than three (3) working days prior to the Raceday and is subject to availability. No refund will be issued if guest numbers decrease.

- Outside functions are exposed to variable weather conditions. Should an alternative Venue be required it will be subject to availability and further costs may apply. SCTC is not responsible for any costs, damages or expenses that may be incurred if an alternate Venue is not available.

- The customer will be responsible for all loss or damage to the property of SCTC including premises, fixtures, fittings, furnishings or goods, as caused by the customer, their guests, or any other person attending the function.

- While we take extreme care when looking after guests and their belongings, SCTC does not accept any responsibility for damage or loss of items before, during or after the function.

- Certain areas On Course have strict Dress Standards. It is the customer's responsibility to ensure all guests adhere to the Dress Standards as patrons may be refused entry to specific areas. The No Refund Policy will apply.

6. **Behaviour and Code of Conduct**

- Patrons deemed to be impaired by alcohol, or any other substance may be refused entry to or removed from the Venue by authorised representatives in accordance with the Liquor Act.

- All bottle service will conclude 30 minutes prior to the scheduled completion time of all-inclusive function packages, after which only glass service will be available.

- Patrons agree not to engage in any conduct or speak to any employee, official, event participant or other patron in a manner which offends, insults, humiliates, intimidates, threatens, disparages or vilifies that person in any way, including, but not limited to; on the basis of race, religion, colour, appearance, gender, sexuality, descent or national ethnic origin.

- Patrons may not sell any goods or services or give away political or religious advertising and promotional material without prior written approval by SCTC.

- Patrons agree not to misuse, deface, damage, dismantle or remove any asset, infrastructure or equipment from the Venue.

- Patrons will not conduct surveys or opinion polls, solicit money, donations or subscriptions from patrons at the Venue without the prior written consent of SCTC.

- Patrons are responsible for their own hydration and sun protection whilst at the Venue.

- Patrons agree not to litter and will dispose of rubbish in designated receptacles.

- Patrons are advised that CCTV cameras are in operation throughout the Venue.

7. **Photographic and Audio-Visual Recordings**

- Patrons agree not to bring into the Venue any photographic, video or audio recording equipment for anything other than private, non-commercial purposes, which may include, without limitation, video and/or audio recorders, camera tripods, monopods or lenses with a total focal strength of greater than 200mm and commercial digital video equipment without the prior written consent of the SCTC.

- Patrons agree not to:

1. make any recording or take any photograph for anything other than private non-commercial purposes; or

2. make any recording or take any photograph of any person without the authorisation of that person; or

3. sell, license or otherwise publish, disseminate or reproduce (or permit such), whether in whole or in part, any recordings taken or made inside the Venues (including without limitation, photographs, video recordings, date recordings or sound recordings) without the prior written consent of the SCTC.

- Patrons agree not to broadcast or narrowcast by any means whatsoever any images, sounds, data, results or commentary of or concerning any of the Events or other activities at the Venue without the prior written consent of the SCTC.

- Patrons agree that they consent to:

1. a) the recording of their likeness and/or voice by means (including but not limited to audio and visual recordings by television cameras and photographers) and

2. b) the commercial use, throughout the World, of their images by any means by SCTC and its commercial partners without compensation.

8. **Venue Access**

- Patrons acknowledge that they enter the Venue at their own risk.

- Patrons acknowledge that the Venues are licensed premises and the rules and guidelines established under the current Queensland Liquor Act apply at all times.

- Patrons acknowledge that unless they hold a ticket allowing entry to a reserved area (such as Members Area, Event Function or restaurant booking 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 seat, you must only enter the area designated on your ticket.

- If you bring children to the Venue, you are responsible for the care, conduct and supervision of those children at all times, and will be held responsible for any acts or omissions committed by Children in your care.

- Without the express authorisation of SCTC or while being escorted by an authorised representative of SCTC, Patrons must at no time enter the Racecourse, Horse Stalls , Mounting Yard or any area where the movement of horses occurs, or any area of the Venue where persons including ticket holders are prohibited to enter as indicated by fencing, cordons, locked doors, signage or otherwise.

- Whilst attending the Venue, patrons agree to comply with the Queensland Office of Liquor and Gaming Laws in relation to Wagering.

- It is illegal for any person under the age of 18 years to purchase alcohol or gamble. Minors are prohibited from consuming alcohol on Course under any circumstance, even under the supervision of a parent or guardian. Minors found to be gambling or consuming alcohol will be requested to leave the premises.

- SCTC enforces and upholds Responsible Service of Alcohol standards for all events. For specific information please refer to RSA documentation and signage.

- Patrons should be aware that 24hr continuous video surveillance is in operation and that all such recordings/photographs may be supplied to Law Enforcement Agencies as evidence if necessary.

Additional points to Note:

- SCTC's logo cannot be used without the written consent of SCTC's Marketing Department; and

- Dietary requirements can be accommodated if advised no later than one (1) week prior to the event.

Food allergies: Please be aware that all care is taken when catering for special requirements. It must be noted that within the premises we handle nuts, seafood, sesame seeds, wheat flour, eggs, fungi, soy and dairy products. Customer's requests will be catered for to the best of our ability, but the decision to consume a meal is the responsibility of the diner.