



# Terms & Conditions

## Melbourne Cup Carnival Accreditation

### 1. DEFINITIONS

**Accreditation** means a personal and non-transferable right of access to the Course and one or more Zone(s) for a limited period on a MCC Non Raceday and/or MCC Raceday (as applicable), in accordance with the function to be performed by the holder during the specified periods during the Melbourne Cup Carnival Lockdown Period.

**Accreditation Device** means the official proof of Accreditation which serves to grant the Accredited Party access to the Course and the relevant Zones for a specified period and which includes:

- (a) on a MCC Non Raceday, a non-raceday backing card in conjunction with a personalised Accreditation identification card; and
- (b) on a MCC Raceday, an Accreditation identification card, backing card and an official VRC Accreditation lanyard.

**Accreditation Website** means <http://accred.vrc.net.au> or any other accreditation website as advised by VRC from time to time.

**Accredited Party** means any Applicant granted Accreditation by VRC.

**Applicant** means any individual who has applied for Accreditation with VRC through the Accreditation Website or other approved VRC means.

**Company** means a company, partnership or other organisation which provides services to VRC or VRC's members, customers, clients or patrons in relation to the Melbourne Cup Carnival.

**Conditions of Use** means the *Conditions of Use for On-Site Transport* as amended from time to time and posted around the Course, available from VRC's website at [www.flemington.com.au/terms-conditions](http://www.flemington.com.au/terms-conditions) or available from VRC on request.

**Corresponding Company** means the Company specified on the Online Application.

**Course** means Flemington Racecourse.

**Course Conditions** means the *Ticketing and Conditions of Entry for Flemington Racecourse* as amended from time to time and posted at entrances to the Course, available from VRC's website at [www.flemington.com.au/terms-conditions](http://www.flemington.com.au/terms-conditions) or available from VRC on request.

**Flemington Racecourse Operations** means a duly authorised member of the VRC department of that name (or its successors in respect of relevant duties) which is responsible for management of the Course, including event operations, permanent facilities, tracks, gardens and grounds.

**Help Desk** means the help desk office located at the Course, which can be contacted on 9371 7194 or extension 91.

**Melbourne Cup Carnival or MCC** refers collectively to events held by VRC during the period which includes the first Tuesday in November and runs from the preceding Saturday to the following Saturday, including such events as they may be rescheduled.

**Melbourne Cup Carnival Lockdown Period** means the period commencing on the Monday prior to the first Saturday of the Melbourne Cup Carnival (being Derby Day) and ending on the Wednesday following the last Saturday of the Melbourne Cup Carnival (being Stakes Day), inclusive.

**MCC Non Raceday** means the non-racedays of the Melbourne Cup Carnival Lockdown Period.

**MCC Raceday** refers to the days that are racedays held by VRC during the Melbourne Cup Carnival.

**Online Application** means the official form and method of application made available by VRC via the Accreditation Website to be completed and uploaded by an Applicant and their Corresponding Company in order to be considered by VRC for Accreditation.

**Operator** means a Person granted approval to bring onto and use a Vehicle at the Course for the purpose of transportation on approved areas of the Course.

**Person** includes any individual person, company, partnership, trust and any other form of organisation, incorporated or unincorporated, as the context requires.

**Racecourse Manager** means the person holding that title, or their delegate or successor, including any person or persons to whom relevant duties for the purposes of these terms and conditions (including administration of the Course Conditions) may be delegated from time to time.

**Restricted Race Day Access Vehicle** means any Vehicle accredited as a Restricted Race Day Access Vehicle pursuant to the Conditions of Use.

**RVL** means Racing Victoria Limited (ACN 096 917 930).

**Service Vehicle** means any Vehicle accredited as a Service Vehicle pursuant to the Conditions of Use.

**Transit Pass** means a temporary vehicle pass given to Vehicles who need to make deliveries or access the Course for short periods of time during the Melbourne Cup Carnival Lockdown Period.

**Vehicle** means any motor vehicle, golf cart, motorcycle, motor scooter or bicycle.

**Vehicle Accreditation** refers to one of the following permits granted by VRC in respect of the Course to an Operator:

- (a) Service Vehicle permit;
- (b) Restricted Race Day Access permit;
- (c) Non Race Day Access permit; or
- (d) Transit Pass permit,

or any other Operator Accreditation VRC requires from time to time.



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**Zone(s)** means particular pre-defined areas of the Course that have different access restrictions to other areas of the Course.

### 2. GENERAL

- 2.1 By completing an Online Application for MCC Non Raceday Accreditation and/or MCC Raceday Accreditation (as applicable), each Applicant and their Corresponding Company declare that they have each read and understood, and that they agree with and agree to be bound by, these terms and conditions, the Course Conditions, the Conditions of Use (where applicable) and any other conditions that may be advised by VRC from time to time.
- 2.2 These terms and conditions may be varied by VRC from time to time.
- 2.3 Each Applicant warrants that he or she is duly authorised to enter into these terms and conditions as a contract on behalf of his or her Corresponding Company.
- 2.4 Each Applicant and their Corresponding Company must comply with all relevant laws and regulations whilst on-Course, including the *Occupational Health and Safety Act 2004* (Vic), the *Occupational Health and Safety Regulations 2017* (Vic), plus all VRC Work, Health and Safety procedures (available upon request).
- 2.5 These terms and conditions only apply in relation to the Melbourne Cup Carnival Lockdown Period.
- 2.6 The Corresponding Company is jointly and severally responsible, along with the Accredited Party, for the acts and omissions of the Accredited Party.
- 2.7 To the extent of any inconsistency, these terms and conditions prevail over the Course Conditions.

### 3. ACCREDITATION PROCESS

- 3.1 Accreditation is required for all people entering the Course on:
  - (a) MCC Racedays; and
  - (b) MCC Non Racedays.
- 3.2 Accreditation is valid only for the day on which the Accreditation is issued, unless the Applicant has undertaken the VRC's online accreditation process established to administer accreditation for the full duration of Melbourne Cup Carnival Lockdown Period, including the MCC Racedays.
- 3.3 If a Company needs to obtain Accreditation for more than one Applicant, the relevant Company must nominate a single representative (the **Supervisor**) to manage the Accreditation process for that Company and associated Applicants and liaise as necessary with VRC. For the avoidance of doubt, nothing in these terms and conditions provides the Supervisor with a right to access the Course, unless that Supervisor is also an Accredited Party.

3.4 The Corresponding Company must ensure that each associated Accredited Party is aware of and complies at all times with these terms and conditions and the Course Conditions relevant to that Accredited Party (in addition to any other relevant terms and conditions).

3.5 With regards to Online Applications for Accreditation:

- (a) Online Applications must be uploaded and/or filled out at the Accreditation Website;
- (b) Accreditation is granted to Applicants at VRC's sole discretion. Submitting an Online Application provides no guarantee that the Applicant will be granted Accreditation;
- (c) incomplete Online Applications will not be considered for Accreditation;
- (d) the deadline for Accreditation applications is the date set out on the Accreditation Website;
- (e) Applicants (and Supervisors, where applicable) must only request Accreditation to the extent required to attend the Course in a working capacity;
- (f) the Zone(s) for which the Accredited Party will be Accredited will be determined by VRC at its sole discretion based on factors including (but not limited to) the Applicant's anticipated role and occupational health and safety requirements;
- (g) Applicants must provide contact details which will allow VRC to contact them at all times during the Melbourne Cup Carnival Lockdown Period; and
- (h) without limiting any of these terms and conditions, if VRC receives a National Police Certificate or other information from a statutory authority which, in VRC's opinion, indicates that an Accredited Party is unsuitable for working in the capacity for which the Accreditation has been obtained, then VRC may:
  - (i) require that the Accredited Party be deployed in a different role or location; or
  - (ii) where VRC considers redeployment impractical, immediately revoke the Accredited Party's Accreditation.

3.6 Where an application for Accreditation is approved by VRC:

- (a) VRC will provide that Applicant with a single, non-transferrable Accreditation Device;
- (b) VRC will notify all Applicants (or Supervisors, if relevant) via email, post, phone or fax about the outcome of their Accreditation application;
- (c) VRC reserves the right to withhold, withdraw, or to amend the terms of any Accreditation at any time and will notify the Accredited Party accordingly; and
- (d) Accreditation Devices will be available for collection from Flemington Racecourse Operations during the times and dates advised by VRC on the Accreditation Website.

### 4. LOST ACCREDITATION DEVICES



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- 4.1 If an Accreditation Device is lost or stolen, then VRC may elect (but does not guarantee) to issue a replacement Accreditation Device to the relevant Accredited Party, provided that:
- (a) the loss or theft is supported by a valid statutory declaration which is presented to Flemington Racecourse Operations within 24 hours following the occurrence of the loss or theft; and
  - (b) an administrative charge of \$50 is paid to the VRC by the Applicant or tier Corresponding Company.
- 4.2 The reissue of any replacement Accreditation Device is at all times at the sole discretion of VRC.
- 5. SUBSTITUTION FOR ACCREDITED PARTIES**
- 5.1 If an Accredited Party or their Corresponding Company wishes to substitute another individual for that Accredited Party, the Accredited Party or their Corresponding Company must send a written communication to Flemington Racecourse Operations stating the reason for this substitution, the relevant details of the Accredited Party being replaced and the Accreditation Device number. A separate, complete Online Application must be provided for the proposed substitute.
- 5.2 If an Accreditation Device has already been issued to the Accredited Party (or to their Supervisor, where applicable), that Accreditation Device must be returned to VRC with the written communication referred to in clause 5.1. A substitute party will not be issued with a new Accreditation Device until the previously approved Accreditation Device has been returned to the VRC.
- 5.3 VRC reserves the right, in its sole discretion, to refuse the proposed substitution for any reason whatsoever, or to limit the scope of the Accreditation granted to the substitute Applicant in any manner whatsoever including, but not limited to, the restricting of Zone(s) for which the substitute Accredited Party may have access.
- 5.4 VRC will consider the request for substitution and will notify the Accredited Party and the substitute Applicant whether they have been successful in their request for substitution.
- 6. CONDUCT OF ACCREDITED PARTIES**
- 6.1 Accredited Parties must wear each element of their Accreditation Device at all times or they will be denied access to the Course and the relevant Zones.
- 6.2 Accredited Parties must ensure that each element of their Accreditation Device remains visible at all times while present at the Course. Unless it would be unsafe for the Accredited Party to do so, lanyards should be worn around the neck and not placed in pockets or handbags.
- 6.3 Alcohol is not to be consumed by any Accredited Party during the Melbourne Cup Carnival until 30 minutes after the final race of the day, and in any event alcohol is not to be consumed by any individual whilst performing official work duties at the Course. Accredited Parties must not be under the influence of illegal drugs or an excess of legal drugs at any time while at the Course or otherwise performing official work duties for VRC. Abuse of alcohol will not be tolerated and intoxicated people will be escorted from the Course. An Accredited Party must not be under the influence of any substance which makes it unsafe for the Accredited Party to perform the function in relation to which they have been granted Accreditation.
- 6.4 For the purpose of ensuring the safety and security of all persons attending the Course, the Accredited Party must, if requested by stewards, safety personnel, security staff, police or any other persons duly authorised by VRC or by law:
- (a) produce a valid Accreditation Device;
  - (b) submit to inspections (including inspections of bags, Vehicles and other property), body checks or removal of unauthorised objects; and
  - (c) comply with the instructions and direction of such persons.
- 6.5 Unless authorised in writing by VRC, Accredited Parties must not directly or indirectly engage in (or authorise or procure that other persons engage in) the marketing or promotion of any products or services while at the Course or in the vicinity of the Course, including (without limitation):
- (a) promotion of products and services which compete with those offered by VRC or its sponsors; and
  - (b) ambush marketing.
- 6.6 An Accredited Party must not at any time do anything (while present at the Course or otherwise) which is likely to reduce or diminish the good name and reputation of VRC or any of its sponsors, the business of VRC or the goodwill and reputation associated with the Melbourne Cup Carnival.
- 6.7 Accredited Parties must conduct themselves with a high standard of professionalism while present at the Course and act pursuant to their Accreditation, the Course Conditions, the Conditions of Use (where relevant) and at all times in a manner that is lawful, safe and courteous.



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### **7. ZONES**

- 7.1 Unless authorised by VRC in writing, an Accredited Party must not enter or remain in a Zone which is not specified on that Accredited Party's Accreditation Device.
- 7.2 Accreditation Devices do not include access to any marquees. Accredited Parties must only enter a marquee if they are invited to do so by the host of the marquee (provided that they continue to observe these terms and conditions, The Birdcage and Reserved Car Parks terms and conditions and all other contractual or legal obligations) or are working in that particular marquee.

### **8. REVOCATION OF ACCREDITATION**

- 8.1 All Accreditation Devices remain the property of VRC. In the event of a breach or suspected breach of any of these terms and conditions, or any other relevant terms and conditions, by an Accredited Party, or in the circumstances outlined in clause 3.5(h)(ii) above, VRC may revoke that Accredited Party's Accreditation with immediate effect.
- 8.2 VRC will be entitled to revoke an Accredited Party's Accreditation if it appears that any changes have been made to their Accreditation Device (unless made by representatives of VRC), the Accreditation Device was not obtained directly in accordance with VRC procedures, or the Accredited Party does not comply strictly with any directions or instructions of VRC.
- 8.3 At VRC's discretion, if an Accredited Party's Accreditation is revoked or suspended, VRC may also revoke or suspend the Accreditation of other Accredited Parties who have the same Corresponding Company, whether the Accreditation is of the same kind or not (for example, whether the Accreditation is a daily Accreditation or applies for the full Melbourne Cup Carnival Lockdown Period).
- 8.4 Upon the revocation or suspension of an Accredited Party's Accreditation, that Accredited Party's right to access the Course or the Zone(s) is deemed removed and the Accredited Party must immediately return the Accreditation Device to VRC and also vacate the Course and any relevant Zone. The Accredited Party may be escorted from the Course and/or a Zone if that Accredited Party does not leave immediately of his or her own volition.

### **9. PROHIBITION ON SALE OR RESUPPLY OF ACCREDITATION DEVICES**

- 9.1 Accreditation Devices must not be offered, sold or otherwise supplied to any person by an Accredited Party. If an Accreditation Device is offered, sold or otherwise supplied in breach of these terms and conditions, the relevant Accredited Party's Accreditation will be revoked or suspended, and further action may be taken by VRC against that Accredited Parties or their Corresponding Company.

### **10. EQUIPMENT**

- 10.1 Each Accredited Party may bring to the Course such equipment as is reasonable and necessary for that Accredited Party to perform the functions for which Accreditation has been granted to that Accredited Party. All such equipment must comply with relevant laws, the Course Conditions and any applicable contract with VRC, and be submitted for inspection, testing and/or tagging (where appropriate) prior to being first brought onto the Course, and then upon request by VRC at any time. An Accredited Party must immediately remove from the Course any equipment that VRC believes does not comply with this clause, any relevant law, the Course Conditions or any applicable contract with VRC.

### **11. RESPECT FOR PATRONS**

- 11.1 Accredited Parties must be respectful of patrons present at the Course (including any relevant Zone(s)) and not diminish their enjoyment of the Melbourne Cup Carnival or any other event.
- 11.2 Without limiting clause 11.1:
- (a) priority spectator seating is for VRC members and the general public; and
  - (b) Accredited Parties must leave walkways and spectators' line of sight clear and keep noise and other disruptions to the minimum that is reasonably required to perform their duties.

### **12. RECORDING, USE OF IMAGES AND PERSONAL INFORMATION**

- 12.1 Unless authorised by VRC in writing, an Accredited Party must not:
- (a) bring into or use within the Course any photographic or video cameras or equipment that VRC, in its absolute discretion, deems unacceptable for the purpose of clauses 12.1(b) or 12.1(c) below, which may include (without limitation) camera tripods, monopods or professional photographic or video cameras or broadcasting equipment;
  - (b) take or make any video recordings, films, still pictures, photographs or any other images within the Course nor use, publish or distribute any images, films or soundtracks for profit, gain, public advertisement, display or for any other purpose except for the proper and reasonable purposes of performing work consistent with the Accredited Party's accreditation, or for the private enjoyment of the person taking or making the images; or
  - (c) while present at the Course, make, record or distribute any broadcasts, telecasts, commentary, interviews, news reports or statistics (by any means in any format or media, including any such commentary made by mobile phone or other wireless communications device) pertaining to the Cup Carnival.
- 12.2 On request by VRC, the Accredited Party must immediately assign to VRC in writing, on a royalty-free basis and at the Accredited Party's



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cost, all intellectual property in any images taken in breach of clause 12.1, and upon doing so the Accredited Party irrevocably consents to VRC (and any other person authorised by VRC) doing anything which, but for the consent, would or might infringe moral rights in the images.

12.3 Accredited Parties acknowledge that VRC and third parties authorised by VRC may make or record film, photographs or other forms of moving picture, still picture or any of them at Melbourne Cup Carnival. Accredited Parties hereby grant VRC and third parties authorised by VRC permission to use photographs, film, tape or any other image or likeness of them, in any media (including promotional purposes) without identification or compensation or payment of any kind.

### 13. LIABILITY AND INDEMNITY

13.1 The Accredited Party and their Corresponding Company agree and acknowledge that, to the extent permitted by law, VRC will not be liable for any loss or damage suffered by the Accredited Party or their Corresponding Company, or caused by any acts or omissions of VRC or employees, agents or contractors of VRC, or any other persons present at the Course or the Zones. Nothing in this clause 13.1 or these terms and conditions affects any liability that VRC may have for any:

- (a) breach by VRC of any express term of these terms and conditions;
- (b) breach by VRC of any term implied into these terms and conditions under the general law; or
- (c) tort committed by VRC,

save that any liability of VRC to Accredited Party or Corresponding Company pursuant to these terms and conditions or otherwise will not extend to loss of chance, profits, revenue, income, dividends or winnings or indirect or consequential loss.

13.2 Each Accredited Party and their Corresponding Company must jointly and severally indemnify VRC against liability for or in respect of any claims, demands, actions, suits or proceedings, costs, expenses, loss, damage, injury or death of any person arising out of or in connection with any acts or omissions of the Accredited Party and/ or their Corresponding Company while at the Course.

13.3 Nothing in these terms and conditions affects anyone's rights pursuant to the *Australian Consumer Law 2010 (Cth)* or any other legislation to the extent that such legislation gives those rights priority over these terms and conditions.

### 14. APPROVAL AND ACCREDITATION OF MOTORISED VEHICLES

14.1 Any person wishing to use any Vehicle at the Course must make an application for the following Vehicle Accreditation: "Restricted Race Day Access permit" and/or a "Non Race Day Access permit" (as those terms are defined in the Conditions of Use) to Flemington Racecourse Operations, and may not use any Vehicle at the Course until the Accreditation is granted and then upon the terms and conditions of the grant of Vehicle Accreditation as set out in the Conditions of Use, these terms and conditions and any other applicable terms and conditions.

### 15. PRIVACY

15.1 VRC and third parties authorised by VRC may collect personal information in order to accredit individuals and their Vehicles for access to the Course and to ensure continued safety and security on the Course. For these purposes, VRC may exchange information about Applicants and Accredited Parties with third parties, which may include (but are not limited to) contractors and law enforcement authorities. This may include seeking further information from those parties about Applicants or Accredited Parties. Each Applicant and Corresponding Company is deemed to have read the privacy notice in the application for Accreditation and agrees to the uses of personal information set out in that notice.

15.2 Patrons have certain rights to access their personal information held by VRC and can request access by contacting VRC's Privacy Officer at 448 Epsom Road, Flemington, Victoria 3031 or via [privacy@vrc.net.au](mailto:privacy@vrc.net.au). To see our full Privacy Policy, go to <https://www.flemington.com.au/privacy-policy>.

### 16. MISCELLANEOUS

16.1 These terms and conditions do not impose any limitation or restriction on the legal remedies that VRC may pursue against Applicants, Accredited Persons or Companies in relation to their conduct.

16.2 VRC reserves the right to make alterations to the times, dates and venue of the Melbourne Cup Carnival, including (without limitation) force majeure, safety and security concerns or decisions of VRC, RVL or any other competent authority.

16.3 Any information requests or notices pertaining to these terms and conditions should be addressed to the Flemington Racecourse Operations, Attention: Senior Manager – Event Operations, Victoria Racing Club Limited, 448 Epsom Road Flemington 3031, Melbourne, Victoria, Australia.

### 17. SEVERABILITY AND AMENDMENTS



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17.1 If any provision(s) of these terms and conditions are declared void, ineffective or unenforceable by any competent court, the remainder of these terms and conditions will remain in effect as if such void, ineffective or unenforceable provision(s) had not been included.

17.2 VRC reserves the right to make reasonable unilateral amendments to these terms and conditions at its discretion, provided that it does so in accordance with all relevant laws. All such amendments will take effect as notified by VRC to the affected Accredited Parties (and on the date of the notice if no other date is specified).

17.3 You may access these terms and conditions, and other conditions referred to therein at [www.flemington.com.au/terms-conditions](http://www.flemington.com.au/terms-conditions).