

CONDITIONS OF TICKETING AND ENTRY



General

1. Australian Cycling Events Pty Ltd (**ACE**) organises, manages and promotes the 2012 UCI Track Cycling World Championships (**Event**).
2. Sale and purchase of each ticket to the Event creates a contract between ACE and the ticket purchaser (**you/your**). By entering the Event, or possessing a ticket for entry to the Event, you have accepted and understood as binding on you these terms and conditions of entry (**Conditions**) and any accompanying risks, obligations and responsibilities.

Conditions of ticketing

3. You are not permitted to:
 - (a) sell or on-sell your ticket for a greater value than its face value;
 - (b) use your ticket for advertising, promotional or other commercial purposes (including in lotteries or trade promotions); or
 - (c) sell or on-sell your ticket to a third party who re-sells the ticket for a greater value than its face value or use it for advertising, promotional or other commercial purposes;

without the prior written approval of ACE.

4. The holder of a ticket which has been purchased in breach of Condition 3, may have the ticket cancelled, be refused entry or be removed from the Event, without refund.
5. ACE does not accept any responsibility for lost or stolen admission tickets to the Event.
6. ACE is not required to refund the purchase price paid for the ticket if:
 - (a) your personal circumstances change; or
 - (b) there is a change to the schedule of races held during the Event

and you decide not to attend the Event.

Conditions of entry to the Event

7. ACE reserves the right to refuse entry to or remove any person from the Event in any circumstance.
8. You must comply with all laws and any reasonable directions given to you by ACE, including any emergency evacuation or procedure or any other occupational health and safety requirement. ACE may search and inspect you or any bag or container in your possession or control.
9. All children 12 years and under must be accompanied or supervised by a parent or guardian. You are responsible for the care, conduct and supervision of those children at all times and must keep those children within your sight at all times.

10. If you purchase a discounted concession or junior ticket you must be able to present valid proof of concession or age (eg student card or health care card) at the point of entry or at any other time during the Event if requested.
11. For the comfort and safety of spectators, athletes and all persons at the Event, you must not bring into the Event any of the items listed below under the heading: "*Prohibited Items*".
12. For the comfort and safety of spectators, athletes and all persons at the Event, you must not, in or around the Event, engage in (or attempt to engage in) prohibited behaviour, conduct and activities listed below under the heading: "*Prohibited Conduct*".

Liability and indemnity

13. Your entry to the Event is at your own risk. As such:
 - (a) you are responsible for your own property and ACE will not be liable for loss, damage to or theft of any property brought to the Event;
 - (b) you acknowledge that there are certain risks associated with your attendance at the Event and voluntarily assume these risks. This includes the possibility of an accident causing death, injury, damage or loss of property and harm caused as a result of an incident involving or arising from the movement of competitors, the consumption of alcohol or the behaviour or conduct of other patrons;
 - (c) you indemnify and agree to keep indemnified ACE and its employees, contractors and agents against any liability for any claim, loss (including pure economic loss), damage, costs and expenses arising from your acts or omissions at the Event. ACE's liability to you is limited to any loss or damage caused by ACE's negligent acts or omissions;
14. The schedule for races held at the Event is subject to change. Under no circumstances whatsoever will ACE accept liability for any loss suffered by you as a result of the cancellation or postponement of any Event held at the Event or for any expectation damages associated with your attendance at the Event, including without limitation, damages on the basis of loss of chance or opportunity.

Use of images created at the Event

15. You acknowledge that you may be filmed, televised, photographed and otherwise recorded by ACE and its authorised representatives while at the Event. ACE owns all rights in these images and has the right to reproduce such images.
16. You must obtain ACE's prior written approval, which may be subject to conditions (including the payment of money) before using, publishing, broadcasting, narrowcasting or distributing any material or images created at the Event (for example video recording and photographs) for the purpose of profit, gain, public advertisement, display or for any use other than private or domestic enjoyment.

Breach of any Condition

17. In the event that you breach any of these Conditions, ACE reserves the right in its sole discretion to:
 - (a) refuse admission to the Event to ensure compliance with these Conditions;
 - (b) evict you from the Event;

- (c) require you to surrender and confiscate any item in contravention of these Conditions and retain or dispose of such items; or
 - (d) confiscate or cancel your ticket.
18. ACE may prevent you from entering or evict you from the Event using reasonable force if it considers you are in breach of a Condition or if it considers that you are intoxicated or under the influence of illicit substances, in possession of a prohibited substance or acting in a manner detrimental to the enjoyment of other patrons.

Venue conditions

19. You agree to comply with these Conditions over and above your obligations under any terms and conditions of entry imposed by Melbourne Olympic Park Trust trading as Hisense Arena, the operator of the venue for the Event.

PROHIBITED ITEMS

- Firearms, knives or any other weapons.
- Liquor or any alcoholic beverages.
- Laser lights, laser pointers, flares or other explosive or flammable good or equipment.
- Musical instruments or whistles including vuvuzuelas.
- Rollerblades, skateboards or scooters or sporting goods such as footballs, soccer balls, tennis balls or bats.
- Items that you intend (or such quantities of the item from which ACE can reasonably infer that you intend) to distribute, trade or display for marketing or promotional purposes.
- Flags greater than the size of 1m x 1m or with a handle over 50cm in length.
- Glass bottles or containers, other glass objects and cans
- Drink coolers, ice boxes or eskies.
- Animals (except if you are blind, deaf or otherwise have a disability, an animal used for your assistance).
- Torn up paper, confetti, rice or streamers.
- Professional photographic or video recording equipment such as tripods, monopods and camera lenses with a greater focal capacity than 200mm.
- Any other object, device or substance that may be used to deface or damage any part of the Event or which, in the opinion of the ACE, has the potential to cause injury, offence, embarrassment or disturbance to any other person.
- Illegal substances

PROHIBITED CONDUCT

- Offend, insult, humiliate, vilify or threaten any other person including competitors and officials (including most particularly on grounds of race, religion, sexual orientation, gender or ethnic origin).
- Supply underage patrons with alcohol.
- Misuse, deface, damage, remove from the Event or tamper with or attempt to misuse, deface, damage, remove from
- Behave in a threatening, abusive, riotous, indecent or insulting manner or a manner detrimental to the enjoyment of other patrons.
- Litter or throw any stone, bottle, projectile or other object.
- Use photographic, video or audio recording equipment in areas where such use is prohibited or in violation of

PROHIBITED CONDUCT

- the Event or tamper with any building, animal or thing.
- Distribute, display, or promote any advertising, promotional, political or religious material, samples of goods or services or any other matter or thing, without the prior written consent of ACE or engage in ambush marketing generally.
- Block any thoroughfare including, without limitation, any stairs, steps, aisle, gangway, overpass, underpass, bridge, passage, entry or exit.
- Interfere with, obstruct or hinder any employees, agents or contractors of ACE in the exercise of his or her powers, functions or duties.
- Leave your bags unattended (unattended bags may be destroyed)
- any other restriction imposed by ACE.
- Engage in conduct, which would suggest to a reasonable person that you have a sponsorship, approval from or affiliation with the Event without the prior written consent of ACE.
- Enter the non-public access areas of the Event, including the field of play and in-field or any area which is cordoned off or to which signage prohibits entry.
- Conduct public surveys or opinion polls, solicit money, donations or subscriptions from patrons, without the written consent of ACE.
- Smoke in areas nominated as non-smoking.