

FORMULA 1® AUSTRALIAN GRAND PRIX

ALBERT PARK CIRCUIT CLUB MEMBERSHIP PROGRAM

TERMS AND CONDITIONS

1. Application of Terms

These Terms and Conditions, as amended from time to time, apply to all Membership purchase and renewals. By purchasing or renewing Membership, you agree to be bound by these Terms and Conditions.

2. Consumer Law

Nothing in these Terms and Conditions excludes, restricts or modifies any guarantee, right or remedy conferred under the *Competition and Consumer Act 2010*, Schedule 2 – Australian Consumer Law, or other applicable legislation in Victoria that cannot lawfully be excluded.

3. Membership Purchase and Acceptance

- a) AGPC may accept or reject any Membership purchase in its absolute discretion.
- b) At any time, AGPC may request a Member to provide valid photo identification (as determined by AGPC) to verify their identity.
- c) A valid Ticketmaster account is a prerequisite to purchasing a Membership and receiving Membership Benefits. Individuals who do not already hold a Ticketmaster account must create one before completing their Membership purchase. Members acknowledge that Memberships and Membership tickets will be issued via Ticketmaster and cannot be delivered or accessed by any other method.
- d) AGPC may withhold Membership Benefits if acceptable photo identification is not presented by a Member.

4. Event Ticketing and Access

- a) Ticketmaster is engaged as the authorised ticket agent for AGPC to manage Membership allocations and facilitate the Membership Program sales process on behalf of AGPC.
- b) Consistent with condition 3 above, AGPC remains responsible for all decisions with respect to the allocation of Memberships.
- c) Any enquiries regarding the Membership sale process, including ticket allocation, seat designation or accessibility requests and ticket refunds, should be directed to AGPC through its customer support channels.
- d) Member access to the Event is subject to AGPC's Attendance Conditions, safety directions, weather conditions and operational requirements. AGPC does not guarantee access to any particular session or viewing location unless expressly stated.
- e) AGPC's Attendance Conditions can be viewed [here](#). To the extent of any inconsistency between these Terms and Conditions and the Attendance Conditions, these Terms and Conditions will prevail.

5. Term of Membership

- a) Membership is annual and is not ongoing unless renewed. Subject to these Terms and Conditions, your Membership Benefits will be available from the date of purchase

when your Membership barcode is generated, until the specified renewal date, which may vary from year to year. Subject to the provisions below, the acquisition of Membership does not guarantee the Member that their Membership will be renewed on its expiry, nor that any rights attached to Membership will remain the same in subsequent Membership periods. At all time, AGPC retains the absolute discretion to approve or decline the renewal of a Membership.

b) Renewal

AGPC may invite Members to renew their Membership prior to the expiry of their current Membership term (**Renewal Period**). Renewal invitations, including applicable fees, inclusions and timelines, will be communicated to Members via the email address nominated.

c) Renewal Priority

- (i) Existing Members will be given the opportunity to renew their Membership during the Renewal Period ahead of any new Memberships being offered to the public.
- (ii) Renewal priority, including any access to ticket allocation entitlements, reserved seating rights, or purchase windows, is conditional on the Member renewing within the specified Renewal Period and complying with these Terms and Conditions.

d) Failure to Renew

- (i) If a Member does not renew their Membership within the Renewal Period, then at the end of their current term:
 - (A) their Membership will expire; and
 - (B) any associated benefits will expire and no longer be redeemable.
- (ii) For the avoidance of doubt, after expiry of a Membership, AGPC is under no obligation to reinstate the Membership.

e) Changes on Renewal

- (i) Membership Fees, Packages, and Benefits may change from one term to the next.
- (ii) Renewal constitutes acceptance of the relevant Membership offering (including pricing and inclusions) to apply in the following term, as at the time of renewal.
- (iii) To the extent of any inconsistency between these Terms and Conditions and any express terms or conditions accompanying the renewal invitation, the terms accompanying the renewal invitation shall prevail.

f) Seat and Allocation Continuity

- (i) Where a Membership includes reserved seating rights or ticket allocation entitlements, continuity of seat location, allocation, or access is not guaranteed unless expressly stated.
- (ii) Any continuity rights (if offered) are subject to:
 - (A) renewal within the Renewal Period in accordance with the terms accompanying any offer for renewal;
 - (B) availability; and
 - (C) compliance with these Terms and Conditions.

g) Auto-Renewal (if applicable)

- (i) Where a Member has expressly opted into an auto-renewal arrangement, the Member's Membership will automatically renew for the next Membership term unless the Member opts out before the notified cut-off date.
- (ii) AGPC will provide the Member with advance written notice before any auto-renewal payment is processed. This notice will include all details relating to the applicable Membership Benefits and inclusions, Membership Fee, payment date(s), any material changes from the current Membership, and the process and deadline for opting out of auto-renewal.
- (iii) If the Member does not opt out before the notified cut-off date, the Member authorises AGPC or its authorised ticketing and/or payment provider to process the applicable Membership Fee using the Member's nominated payment method.
- (iv) Auto-renewal is subject to successful payment processing and AGPC's ability to offer the relevant Membership for the next Membership term.
- (v) Members may opt out of auto-renewal in accordance with the process notified by AGPC before the relevant cut-off date.

h) Payment and Processing

- (i) An application for renewal will not be validly submitted until payment of the applicable Membership Fee (or first instalment, where a payment plan applies) is successfully processed.
- (ii) AGPC may cancel or decline a renewal where payment is not received within the Renewal Period or where the Member is in breach of these Terms and Conditions or any Attendance Conditions.

i) No Obligation to Renew

Nothing in these Terms and Conditions guarantees that a Membership will be offered for renewal. AGPC may, at its discretion, withdraw, amend or replace Membership offerings at any time, effective from the expiry of the then current term of Membership.

6. Membership Payment

a) Membership Fee

- (i) The annual Membership Fee is the total amount payable for a Membership, as determined by AGPC in its absolute discretion and specified at the time of purchase.
- (ii) The Membership Fee must be paid in full (**Upfront Payment Option**), or in accordance with an approved payment plan (**Instalment Payment Option**), for the Membership to be valid.
- (iii) Terms and Conditions applying to Upfront Payment Options and Instalment Payment Options are set out in the [Payment Options Terms and Conditions](#).
- (iv) Where an Instalment Payment Option has been approved for a Membership, the Member's entitlement to Membership Benefits is governed by the Payment Options Terms and Conditions until the instalment has been received.
- (v) in the case of all other Memberships, Membership Benefits will not be available to the applicant until full payment has been received by AGPC.

- b) Payment Methods
Payments may be made using any payment method approved by Ticketmaster. Additional terms may apply.
- c) Payment Options
Payment Options Terms & Conditions may be found [here](#).
- d) Failed or Missed Payments
Failed or missed payments are governed by the Payment Options Terms and Conditions.
- e) GST
All prices are in Australian dollars and inclusive of GST unless stated otherwise.
- f) Refunds
Membership Fees are non-refundable except as required by law or expressly permitted in accordance with these Terms and Conditions and the Payment Options Terms and Conditions.

7. Lost or stolen Memberships

A Member who loses their physical Membership card will be provided with a new card upon providing notice to AGPC and will be subject to a \$10 card replacement fee.

8. Transfer of Membership's Tickets

- a) A Membership is personal to the Member and cannot be transferred, assigned, sold or otherwise provided to another individual. However, tickets issued to a Member as part of their Membership may be transferred to another individual in accordance with these Terms & Conditions, Ticketmaster requirements and any operational deadlines.
- b) Any ticket transfer does not transfer the Membership, Membership Benefits, or renewal rights, all of which remain with the original Member of record. Tickets must not be transferred for resale, commercial gain or any other unauthorised purpose. A breach of this condition may result in the relevant ticket(s) being cancelled and/or the Membership being suspended or cancelled.
- c) Ticket Category Restrictions on Transfers
Any ticket transferred by a Member must remain within the same ticket category as originally issued. Junior tickets may only be transferred to another Junior, Adult tickets may only be transferred to another Adult, and Concession tickets may only be transferred to another eligible Concession holder.

9. Membership Benefits

- a) Membership Packages
 - (i) AGPC may offer different Membership Packages. Each Membership Package includes Membership Benefits.
 - (ii) Membership Benefits may include, where applicable:
 - (A) ticket allocation entitlements or access to purchase tickets;
 - (B) reserved seats or seating preferences;
 - (C) merchandise;
 - (D) communications, content, or offers; and/or
 - (E) priority access windows or other purchase opportunities.

- (iii) Membership Benefits are subject to these Terms and Conditions, apply for the initial Membership term only and may vary in subsequent terms.
- b) Ticket Allocation Entitlements and Ticketing Rules
 - (i) If your Membership Package includes ticket allocation entitlements (including access to purchase tickets, reserved seat rights, upgrade rights, or other ticket-related entitlements), those entitlements are provided in accordance with:
 - (A) these Terms and Conditions; and
 - (B) any applicable ticketing terms and conditions (including the ticketing platform's terms).
 - (ii) Members must maintain an active Ticketmaster account in order to receive, access, manage and use any tickets issued as part of their Membership.
 - (iii) Tickets obtained through a Membership Package (including via an allocation entitlement) must not be used in breach of ticketing rules, including any restrictions on resale, scalping, misuse, or unauthorised commercial activity.
- c) Seat selection and allocation (Premium Members)

Premium Membership includes the right for Members to select a reserved seat within the Brabham Grandstand at the time of acquiring or renewing their Membership, with seats allocated on a "first come, first served" basis. Selecting the seat at this stage is a requirement for the successful completion of the Membership purchase or renewal.

- d) Seat selection and allocation (Grandstand Members)
 - (i) Grandstand Membership includes the right for Members to select a reserved seat during a designated seat selection window:
 - (A) Members will be provided with a priority window, during which they may choose their preferred reserved seat in one of the available grandstands (being each grandstand other than the Brabham Grandstand, Engineers Australia Grandstand, and American Express Grandstand), subject to grandstand availability – capacity allocations are limited within each participating grandstand;
 - (B) within Premium and Grandstand Memberships, seats will be allocated on a "first come, first served" basis.
 - (ii) Members acknowledge that the purchase of a ticket for a particular seat at an Event does not confer any right, entitlement or guarantee to purchase, reserve or be allocated the same seat at any future Event.
- e) Membership Benefits are subject to availability, capacity of the nominated grandstand applicable to the specific Membership, safety requirements, and applicable laws. Members acknowledge that Membership Benefits may vary from one Event to another and are not guaranteed to be the same for future Events.
- f) Seat selection and allocation benefits are only guaranteed for the Event during the Membership term. While AGPC will endeavour to offer a renewing Premium Member the opportunity to obtain the same seat(s) held by the Member for the previous year's Event, AGPC does not guarantee that the same seat selection or allocation will be available to a renewing Premium Member for a future Event.

10. Membership Packages

- a) Pricing Categories
 - Memberships may be offered under different pricing categories, including Adult, and Junior. Eligibility for each category is determined at the time of purchase.

- b) Adult Membership
An Adult Membership applies to individuals who do not qualify for a Junior Membership.
- c) Junior Membership
 - (i) A Junior Membership applies to individuals who are 14 or under at time of the first day of the Event.
 - (ii) A parent or legal guardian is required to purchase or manage the Membership of the Junior Member.
 - (iii) Proof of age may be requested at any time and AGPC will retain such records for the duration of the Membership and otherwise in accordance with its Privacy Policy (see clause 20 of these Terms and Conditions).
 - (iv) Where a Junior Member reaches the applicable age threshold for Adult Membership during the Membership term, but following the Event, the Membership will remain valid until expiry but must be renewed at the applicable price category for the following term.
- d) Verification and Misuse
 - (i) AGPC reserves the right to verify eligibility for any pricing category at any time.
 - (ii) If a Membership is purchased or used under an incorrect category, or where eligibility criteria are not met:
 - (A) AGPC will require payment of the applicable price difference;
 - (B) benefits (including ticket allocations) may be withheld until resolved; and/or
 - (C) the Membership may be suspended or cancelled in accordance with these Terms and Conditions.
- e) Changes to Eligibility
 - (i) Eligibility criteria for pricing categories may be updated from time to time.
 - (ii) Any changes will only apply to new purchases and renewals and will not apply retrospectively.

11. Merchandise and Fulfilment

- a) Where merchandise is included as part of a Membership Package, it will be provided once per Membership term unless stated otherwise.
- b) Merchandise styles, colours, sizing, suppliers, and fulfilment methods may vary. Images are indicative only.
- c) Delivery timeframes are estimates only and may vary due to supply chain, production, customs, or operational requirements.
- d) If merchandise is returned to sender or cannot be delivered due to incorrect details, re-delivery costs may apply.

12. Changes to Packages and Benefits

- a) AGPC may make reasonable changes to Membership Packages or Benefits due to:
 - (i) Event operational requirements;
 - (ii) safety, security, or regulatory requirements;
 - (iii) circumstances outside AGPC's reasonable control; or
 - (iv) improvements to the Membership Program.
- b) If AGPC removes a Benefit from a Membership Package, it will use reasonable endeavours to provide a substitute benefit of similar value.
- c) AGPC does not guarantee that every benefit will be available at all times and benefits may be added, removed, substituted or varied during the term as outlined in these Terms and Conditions.

13. No Cash Equivalent

Unless expressly stated, Membership Benefits are not redeemable for cash, cannot be exchanged, and cannot be substituted by the Member.

14. Use of Benefits and Misuse

- a) Membership Benefits are for personal use by the Member (and, where relevant, their valid ticket holders) and must not be used for:
 - (i) resale or commercial gain;
 - (ii) promotions, competitions, raffles, auctions or giveaways; or
 - (iii) any other misuse, fraud, or unlawful purpose.
- b) If Membership Benefits are misused, AGPC may cancel or withdraw the relevant benefit and/or suspend or cancel the Membership (without refund) in accordance with these Terms and Conditions.

15. Expiry and Cancellation

- a) Membership Benefits that are not used within the stated redemption period or Membership term (as applicable) will expire and will not be extended, reissued or refunded.
- b) If a Member cancels their Membership or the Membership is terminated under these Terms and Conditions, any unused benefits are forfeited unless required otherwise by law.

16. Third-Party Benefits

Some Package Benefits may be provided by third parties. Third-party terms may also apply.

17. Waitlist

- a) Waitlist Registration
 - (i) AGPC will only offer a limited number of Memberships in each category. Where Memberships are sold out or otherwise unavailable, individuals may register to join a waitlist (**Waitlist**).
 - (ii) AGPC may determine, at its discretion, if and when Memberships are offered to individuals on the Waitlist.
- b) Waitlist Order and Priority

AGPC may use a range of factors to determine the order in which offers are made, including (without limitation):

 - (i) date and time of Waitlist registration;
 - (ii) membership history or prior engagement;
 - (iii) demand and availability by Membership Package or category; and
 - (iv) operational or commercial considerations.

Waitlist position may change over time and is not fixed or guaranteed.
- c) Offer to Purchase
 - (i) If a Membership becomes available, AGPC may invite individuals on the Waitlist to purchase a Membership (**Offer**).
 - (ii) Offers will be made via the nominated contact details.
 - (iii) An Offer will be valid for a limited period as specified in the communication.
- d) Acceptance of Offer
 - (i) To accept an Offer, the individual must complete the purchase within the specified timeframe.
 - (ii) If an Offer is not accepted within the timeframe, the Offer will expire and might not be made again.

- e) Packages and Availability
 - (i) Waitlist registration does not guarantee access to a specific Membership type, Package, price, seat location or ticket allocation.
 - (ii) Offers may be limited to specific Packages or availability at the time.
- f) Fees
 - (i) AGPC may charge a fee to join or maintain a position on the Waitlist, if disclosed at the time of registration.
 - (ii) Unless otherwise stated, Waitlist fees (if applicable) are non-refundable.
- g) Conduct and Accuracy
 - (i) Individuals must provide accurate and complete information when registering for the Waitlist.
 - (ii) AGPC may remove a person from the Waitlist where:
 - (A) information is inaccurate or incomplete;
 - (B) AGPC is unable to contact the individual; or
 - (C) AGPC reasonably believe there has been misuse or abuse of the Waitlist process.
- h) Removal from Waitlist

AGPC may remove or suspend individuals from the Waitlist at its discretion, including where:

 - (i) these Terms and Conditions or any other relevant terms and conditions are breached; or
 - (ii) the Waitlist is restructured, closed or replaced. Where an individual is removed from the Waitlist as a result of such action, AGPC will refund any Waitlist fees paid by that individual.
- i) Changes to Waitlist

AGPC may modify, pause or discontinue the Waitlist at any time, including changing how positions are determined or how offers are made.
- j) No Guarantee of Timing

Payment of the Waitlist Fee secures a place on the Waitlist and the opportunity to purchase a Membership should one become available. However, placement on the Waitlist does not guarantee that a Membership will become available within any particular timeframe. The availability of Memberships will depend on factors including Membership capacity, renewals and cancellations, and AGPC may determine, in its discretion, when Membership opportunities are made available to individuals on the Waitlist.
- k) Communication

Individuals are responsible for ensuring their contact details are accurate and up to date. AGPC is not responsible for missed communications relating to Waitlist Offers.

18. Event Changes

Members acknowledge that the Event might be altered on short notice, including changing the Event date, gate opening or closing times or the time of any activity during the Event, and you acknowledge that such changes do not entitle you to a refund or compensation. If the Event is cancelled for any reason whatsoever, to the extent permitted by law, AGPC limits its liability to a sum equivalent to the Membership fees paid, minus the reasonable value of any benefits provided to you during the term. All other consequential, indirect or special loss or damage is excluded.

19. Privacy

- a) AGPC collects personal information (within the meaning of Australian privacy legislation) about Members which is necessary for it to operate the Event and to help promote the Event and subsequent and/or related events, in accordance with AGPC's Privacy Policy which is available at www.grandprix.com.au.
- b) AGPC's Privacy Policy explains in more detail the types of personal information AGPC usually collects, the purposes for which AGPC may use the Member's personal information (including direct marketing), the third parties to whom AGPC may disclose any personal information, and generally how AGPC handles the Member's personal information. The Privacy Policy also sets out how Members can seek access to and correct their personal information, how to make a privacy complaint and how AGPC deals with these complaints.
- c) In all communications and notifications to Members in connection with the Membership, AGPC will comply with applicable privacy and electronic communications laws, including the *Privacy and Data Protection Act 2014* (Vic) and the *Spam Act 2003* (Cth), including in relation to consent, identification and unsubscribe requirements where applicable.

20. Intellectual Property

All intellectual property associated with the Event and Membership Program remains the property of AGPC, Formula One World Championship Limited or any associated entity, as the case may be.

21. Force Majeure

AGPC is not liable for any failure or delay in performing its obligations under this Agreement where such failure or delay arises from events beyond its reasonable control including, but not limited to, weather, public health orders or government restrictions, changes in law or acts of government authorities.

22. Liability and Indemnity

- a) Nothing in these Terms and Conditions excludes, restricts or modifies any rights or remedies which cannot be excluded by law. Where liability cannot be excluded by law but can be limited, AGPC limits its liability to one or more of the following, at its election:
 - (i) replacing the goods or supplying equivalent goods;
 - (ii) repairing the goods;
 - (iii) paying for the replacement of the goods or the resupply of equivalent goods;
 - (iv) paying to have the goods repaired; or
 - (v) providing the services again; or
 - (vi) paying to have the services provided again.
- b) To the extent permitted by law:
 - (i) Members release AGPC (and its directors, officers, employees, volunteers, sponsors, contractors and agents) (**Released Parties**) from any liability for loss, injury or damage of any description in relation to Members' attendance and participation in the Membership Program; and
 - (ii) Members indemnify the Released Parties against all liability, loss, damage, cost or expense arising from Members' breach of these Terms and Conditions,

unlawful, unsafe, negligent or intentional acts or omissions, or misuse of any property or equipment, except to the extent caused or contributed to by the Released Parties' negligence, unlawful or reckless conduct.

- c) To the extent permitted by law, AGPC will not be liable for any indirect or consequential loss. For all other loss (if any) not excluded, AGPC's aggregate liability to Members is limited to the Membership Fee actually paid by you.

23. Variation

AGPC may amend these Terms and Conditions from time to time by publishing updated versions on its website (<https://www.grandprix.com.au/en/event/conditions>).

24. No Waiver

- a) A party's failure or delay to exercise a right or remedy does not waive that right or remedy. Any waiver must be in writing and provided by the waiving party to the other party.
- b) A party's exercise of a right or remedy does not prevent the party exercising any other right or remedy.
- c) Nothing in this clause excludes any rights or remedies that cannot be excluded at law.

25. Governing Law

These Terms and Conditions are governed by the laws of Victoria, Australia. The parties submit to the non-exclusive jurisdiction of the courts of Victoria and the Commonwealth of Australia.

26. Definitions and Interpretation

In these Terms and Conditions, words and expressions have the meanings given to them in this clause.

AGPC means the Australian Grand Prix Corporation.

Attendance Conditions means AGPC's Event attendance conditions available at www.grandprix.com.au.

Business Day means a day other than a Saturday, Sunday or public holiday in Melbourne, Victoria.

Event means the Formula 1® Australian Grand Prix.

Member means a person accepted into the Membership Program.

Membership means the right granted by AGPC to a person to participate in the Membership Program for a specified term, including access to any Membership Benefits and (where applicable) ticket allocation entitlements associated with the applicable Membership Package.

Membership Benefit means the benefits, entitlements, inclusions and rights provided as part of a Membership Program, as described at the time of purchase or otherwise made available by AGPC from time to time, which may include (without limitation)

ticket allocation entitlements, access to purchase tickets, merchandise, experiences, priority access windows and other member offers.

Membership Fee means the total amount payable for a Membership (including the cost of any associated ticket to the Event and any applicable taxes, fees and charges), as specified at the time of purchase, and includes any instalment payments payable under an approved payment plan and in accordance with the Payment Options Terms and Conditions.

Membership Package means the packages of rights, benefits and entitlements made available to Members as described in section 10 (and as may be updated or varied from time to time in accordance with these Terms).

Membership Program means the program operated by AGPC providing Memberships in connection with the Event.