

- discretion and may include such conditions as AGPC sees fit;
- (b) tickets to the Facility, the Event or the Official Ball may not be used for advertising or other promotional purposes (including prizes, contests or sweepstakes) without AGPC's prior written consent, which consent will be exercisable in AGPC's absolute discretion and may include such conditions as AGPC sees fit; and
- (c) the Client must not in any reference to or advertising or promotion of the Client or its activities use the name of AGPC or of any event promoted by AGPC in any way that connects it with the Client such that it implies or gives the impression that the Client or the Client's activities are endorsed by AGPC or that the Client is a sponsor or in some other way connected to AGPC or such event.

Nothing in these Terms and Conditions gives any right or entitlement to use any Grand Prix Insignia or Trade mark or other intellectual property owned by AGPC, except where AGPC's written consent has otherwise been given, which consent will be exercisable in AGPC's absolute discretion and may include such conditions as AGPC sees fit.

5.3 Permitted advertising

Upon payment of the Total Fee for that Event by the Client and in accordance with Clause 3.2, AGPC will provide, for the relevant Event Period, the Advertising Promotion Benefits solely to enable the Client to display its corporate identification (whether that is a brand name, company name and/or logo), subject always to the Client's strict compliance with the *Tobacco Advertising Prohibition Act 1992* (Cth) and the *Tobacco Act 1987* (Vic) and any notices, guidelines or specifications published pursuant thereto. The Client acknowledges that AGPC will determine the positioning of the advertising signs forming part of the Advertising Promotion Benefits within Albert Park and such advertising signs will not be subject to any broadcast or other television exposure. The Client further acknowledges that AGPC reserves the right in its discretion to determine the proportion of the Total Fee in respect of each Event which is allocated to the Advertising and Promotion Benefits, and the Client must not rely on such allocation for accounting or taxation purposes.

5.4 Artwork

All artwork (including any material requested by AGPC and in such format as requested by AGPC) for any signage to be provided by AGPC pursuant to Clause 5.3 must be submitted in full by the Client to AGPC for approval within one month of the Confirmation Date or 28 days prior to the commencement of the Event, whichever occurs earlier or, in the case of the second and subsequent Events to which the Agreement applies, within 28 days prior to the commencement of the relevant Event. If the Client does not comply with this Clause, the Client will, at the election of AGPC, forfeit its rights to the advertising signs forming part of the Advertising Promotion Benefits in respect of the relevant Event without prejudice to the Client's obligation to pay the Total Fee in respect of that Event. AGPC may in its absolute discretion reject any artwork and require the Client to submit revised artwork. The Client hereby indemnifies and keeps indemnified AGPC against any claim, loss, damage, cost or expense (whether arising under statute, from negligence, infringement of third party rights or otherwise) incurred by AGPC arising from or connected with the use by AGPC of the Client's artwork in providing the Advertising Promotion Benefits.

5.5 Printing of names on tickets

If the Confirmation Date is on or before 5 January 2010, and if the Client completes the section on the Corporate Facility Application Form detailing the name to be printed on tickets, AGPC will print on the Client's tickets for each Event (other than tickets for the Official Ball) the name detailed on the Corporate Facility Application Form (to a maximum of 22 characters). If the Client changes the name of its business or company, and notifies AGPC in writing of the new name to be printed on tickets on or before 5 January 2010 for the 2010 Event, or on or before 5 January 2011 (or such other date advised by AGPC) for the 2011 Event, AGPC will print on the Client's tickets for that Event the new name so notified. If the Client fails to complete the relevant section on the Corporate Facility Application Form, or fails to notify AGPC in writing of any change of name within the time specified in this Clause 5.5, the Client will thereby forfeit its rights to have a name (or, in the case of a change of name, the new name) printed on the tickets in respect of the relevant Event without prejudice to the Client's obligation to pay the Total Fee. In such circumstances, AGPC may charge the Client for the costs incurred by AGPC in arranging for the name of the Client's business or company to be printed on the Client's tickets.

6. OFFICIAL BALL, SPECIAL REQUESTS, RENEWAL CLIENTS AND MULTI YEAR RENEWAL CLIENTS

6.1 Official Ball
AGPC may, in connection with each Event, promote an Official Ball to be held on a date and at a venue to be determined by AGPC in its absolute discretion. Tickets to the Official Ball will be issued after AGPC receives the names of the attendees from the Client and the Total Fee has been paid to AGPC. The Client acknowledges and agrees that tickets are subject to availability and table allocation at the Official Ball will be determined by AGPC in its absolute discretion. AGPC reserves its right to change the date, venue or any other circumstances relating to the Official Ball (including cancellation), or the table allocation of any person attending the Official Ball, without notice and in its absolute discretion.

6.2 Special requests

Where the Client requests extra items or benefits a fee will be charged by AGPC for such extra items or benefits as specified by AGPC (*Special Requests Fee*). The Special Requests Fee must be paid by the Client within 7 days of AGPC issuing a relevant Tax Invoice. AGPC will provide, for the relevant Event Period, such extra items or benefits in relation to which it receives full payment of the Special Requests Fee.

6.3 Renewal Clients

Notwithstanding anything to the contrary in the Terms and Conditions, and subject to Clause 6.4 and payment in respect of each Event in full and in accordance with Clause 3.2, if the Client is a Renewal Client, AGPC will provide to the Renewal Client the benefits in accordance with the conditions set out in the Renewal Offer provided to the relevant Renewal Client by AGPC and in the Corporate Brochure.

6.4 Benefits not exchangeable

Benefits provided to Clients are not exchangeable for cash or other benefits.

7. CATERING

7.1 Caterer

The Client acknowledges and accepts that AGPC is responsible for and has the sole rights in respect of the provision of all catering, food and beverage services for the Facility for each Event and may appoint from time to time such persons or organisations as it may, in its absolute discretion, think fit to provide such catering, food and beverage services in its behalf. In providing such catering, food and beverage services, such persons or organisations will be acting as the agent of AGPC with respect to the provision of catering to private use facilities. AGPC will notify the Client of the persons or organisations appointed to provide catering, food and beverage services for the Facility for each Event once such persons or organisations have been appointed.

7.2 Private use facilities

Where the Facility is a private use facility, the Client must liaise directly with the Caterer for the provision of catering, food and beverage services for or in connection with the use of the Facility and, unless otherwise directed by AGPC, will pay directly to the Caterer all costs for the provision of such catering, food and beverage services. The Client acknowledges that such costs are in addition to and do not form part of the Total Fee for each Event. The Client acknowledges and agrees that, in order to maintain the quality of the Event and the catering provided by the Caterer, the Client may be obliged to purchase catering, food and beverage services at the Facility for a minimum number of tickets, as advised by AGPC and/or the Caterer. If requested by AGPC or the Caterer, the Client must demonstrate to the reasonable satisfaction of AGPC and/or the Caterer that the level of catering, food and beverage services requested by the Client is sufficient to cater for the number of invitees and guests attending the Facility on each day of the Event. If AGPC requests a copy of any order(s), invoice(s) and/or payment details in respect of the above, the Client agrees to supply such documentation promptly to AGPC.

7.3 Shared use facilities

Where the Facility is a shared use facility, the Total Fee in respect of each Event includes the provision of catering, food and beverage services for or in connection with the use of the Facility by the Client in respect of that Event. Upon payment of the Total Fee in respect of each Event by the Client in full and in accordance with Clause 3.2, AGPC will provide, for the relevant Event Period, the catering, food and beverage services set out in the Facility Information Flyer accompanying the Corporate Facility Confirmation Form, or as otherwise advised by AGPC.

8. CLIENT OBLIGATIONS AND ACKNOWLEDGMENT

8.1 Lost and stolen tickets

The Client acknowledges that AGPC is under no obligation to replace any ticket, credential, pass, lanyard or wristband which has been lost or stolen. AGPC reserves its right to replace a lost or stolen ticket, credential, pass, lanyard or wristband and charge a fee for such replacement, in its sole and absolute discretion.

8.2 Display of tickets

In relation to each Event, the Client must ensure that all its officers, agents, employees, invitees and guests display at all times within Albert Park, in a clear and visible manner, the correct ticket, credential or other pass and wear a corresponding wristband for that Event. AGPC or its representatives reserve the right to refuse entry to Albert Park and/or the Facility to a patron who is not displaying such ticket, credential or pass and/or is not wearing such wristband, and AGPC and the Caterer reserve the right to refuse service to a patron who is not displaying such ticket,

credential or pass and/or is not wearing such wristband within the Facility. In relation to the Official Ball, AGPC or its representatives reserve the right to refuse entry to the Official Ball to a patron without a ticket bearing that person's name as issued by AGPC.

8.3 Client responsible for officers, agents, employees, invitees and guests

- In relation to each Event, including the Official Ball, the Client must, and must ensure that its officers, agents, employees, invitees and guests, comply with:
- all directions given by officers, employees or agents of AGPC, or any requirements of AGPC including, without limitation, directions or requirements in connection with access to Albert Park, the use of the Facility or the conduct of the Client and its officers, agents, employees, invitees and guests in or around Albert Park or the Facility;
 - the conditions of sale attaching to all tickets to the Event (or the Official Ball) and the conditions of entry to the Event (each of which is displayed at entrances to Albert Park during the Event Period and published at www.grandprix.com.au), the Act and all applicable regulations; and
 - all requirements of any authorities having jurisdiction over the activities of AGPC, Albert Park and/or the use and occupancy of the Facility including, without limitation, the Parks Victoria Code of Conduct for Contractors Undertaking Works in Albert Park and the terms and conditions of any licence issued pursuant to Section 28 of the Act with respect to the location or use of the Facility and/or conduct within or around Albert Park.

8.4 Patrons under 18 years of age

Without limiting the application of Clause 8.3, the Client must ensure that any invitee, guest, employee or agent who is under 18 years of age is accompanied and supervised at all times by his or her parent or guardian (who must be 18 years of age or over).

8.5 Liability for invitees

The Client is responsible for all acts or omissions of its officers, agents, employees, invitees and guests occurring within Albert Park (including inside, or in connection with the use of the Facility) or at the Official Ball, including, without limitation, any loss, damage or injury arising out of such acts or omissions. The Client must indemnify and keep indemnified AGPC in respect of any such loss, damage or injury including in connection with any failure to comply with Clauses 8.3 and 8.4 above.

8.6 Client acknowledgments

The Client acknowledges and agrees that:

- Motocross, the Event and certain activities associated therewith (including, without limitation, support events) are dangerous and the attendance of the Client, its officers, agents, employees, invitees and guests is at their own risk;**
- to the extent permitted by law, the Client hereby exonerates, releases and forever discharges AGPC, the Crown in right of the State of Victoria, the Minister administering the Act, the Minister administering the *Crown Land (Reserves) Act 1978* (Vic), Parks Victoria, the State Sports Centres Trust, Confederation of Australian Motor Sport Ltd (ACN 069 045 665), FIA, Formula One Administration Ltd (FOA), Formula One Management Limited (FOM), Event sponsors, Kellogg Brown & Root Pty Ltd (ACN 007 660 317) (or such other engineering project manager appointed by AGPC from time to time) and all other persons involved in the organisation, conduct and promotion of the Event (*Indemnitees*) from all liability for claims, loss, damage, costs or expenses (whether arising under statute, from negligence, personal injury, death, property damage, infringement of third party rights or otherwise) arising from or connected with the Event and the Official Ball and the Client agrees to indemnify and keep indemnified each of the Indemnitees against any such claim, loss, damage, cost or expense including without limitation any such claim, loss, damage, cost or expense brought by, or arising from any act or omission of, the Client's officers, agents, employees, invitees or guests;
- without limiting Clause 8.6(e), it is a condition of admission to each Event that:
 - a person shall not make, create, store, record or transmit any kind of sound recording or visual or audio-visual footage (*Recording*) or store, record or transmit any information or other data, including official timing, results, performance, telemetry, weather or race control data (*Data*), of, or in relation to the Event and a person must not take into the Facility or pit lane any equipment that may enable a person to carry out any of the aforementioned acts;
 - personal electronic devices (including still image cameras, mobile telephones and other personal communications devices) are permitted within the Facility and during any pit lane walks unless otherwise advised, provided that any Recording, Data and any image, including photographic images and any still pictures derived or capable of being derived from a Recording (*Image*) of the Event that is recorded, stored and/or created thereon is used for personal, private and non-commercial purposes only;
 - the use of any such Recording, Data or Image for any form of public advertisement, display, commercial gain or for any other purpose (except for the non-commercial use/private enjoyment of the Client) without the prior written consent of AGPC and/or FOA, is strictly prohibited; and
 - on request of AGPC and/or FOA, the Client shall assign to AGPC and/or FOA in writing (or procure the assignment to AGPC and / or FOA in writing) the copyright and all other intellectual property rights in any Image or Recording of the Event that is created and/or recorded by the Client or by any of its officers, agents, employees, invitees and guests;
- AGPC reserves the right in its discretion not to allow personal electronic devices to be taken into or used at or within the Facility or during any pit lane walks;
- the Client hereby agrees that by attending the Event the Client will be deemed to have:
 - consented to the use by AGPC, FOA (and by any third party approved by AGPC or FOA) for the purposes of or in connection with any publication, exhibition or broadcast (including any advertising or promotional literature, campaign or material) in any media whatsoever, of any still or moving image taken at the Event, where such image includes any image of any Client; and
 - obtained the specific consent of their officers, agents, employees, invitees and/or guests to the use by AGPC for the purposes contemplated in Clause 8.6(e) (i) above, where any such image includes an image of any such officer, agent, employee, invitee and/or guest; and
 - waived its personality rights to the extent necessary to permit such use and, where appropriate, to have procured the waiver for each officer, agent, employee, invitee and/or guest of any personality or privacy rights to which such person would otherwise have been entitled;
 - the Client unconditionally and irrevocably constitutes and appoints AGPC as its attorney to do, perform and execute all things and documents as may be necessary or desirable to transfer or assign any rights in or to such still or moving images, referred to in Clause 8.6(e) above, to give effect to the same and shall procure that each officer, agent, employee, invitee and/or guest shall provide an equivalent power of attorney to AGPC if requested by AGPC to do so;
- Warning: People with a pacemaker should contact security officials for assistance before approaching the electronic Formula One Paddock Club gates;**
- the date for staging of each Event will be as specified by the FIA and each Event may be staged at any time in 2010 and 2011 respectively; The Client acknowledges and agrees that the 2010 and 2011 Events are proposed to be held in or around March in those years, subject to FIA confirmation; and
- AGPC reserves the right to change the advertised programme of events in respect of each Event without notice.

8.7 Smoking Policy

The Client agrees to comply, and use its best endeavours to ensure that all persons using the Facility comply, with the smoking policy implemented by AGPC in respect of the Facility (as revised from time to time), a current copy of which is available upon request. AGPC will provide the Facility with appropriate signage in respect of the requirements of the smoking policy.

9. ON-SELLING

9.1 In relation to each Event, and the Official Ball, the Client must not sell, on-sell, exchange for fee or reward or other valuable consideration, assign, sublet, encumber, licence, sub-licence, transfer or dispose of (or offer to do so) or otherwise commercially deal with any tickets, benefits and entitlements contained in the Agreement (including, without limitation, sell any tickets) without the prior written consent of AGPC, which consent will be exercisable in its absolute discretion and may include such conditions as AGPC sees fit.

9.2 If the Client wishes to on-sell (or, in the case of Multi Year Renewal Clients, in respect of a second Event, notifies AGPC in writing of its intention to on-sell), the Client must in respect of each Event:

- on a confidential basis, provide to AGPC detailed information setting out its proposal for on-selling (including any proposed advertising material, the target market and proposed pricing structure), the company structure of the Client (including names and contact details of all directors), the Client's financial position and any other information requested by AGPC;
- not advertise or otherwise promote any ticket, package or other benefit in relation to any Event without the prior written consent of AGPC (including AGPC's written consent, in its absolute discretion, to the content, distribution and design of any and all advertising and promotional material); and
- if AGPC consents to the Client on-selling, the Client must not on-sell (or offer to

do so) or otherwise commercially deal with any tickets to the Event (or associated benefits) until a formal agreement between the Client and AGPC setting out the terms and conditions on which the Client may on-sell has first been executed by the Client and AGPC and the Client has provided AGPC with security (in a form and for an amount acceptable to AGPC) in respect of the proposed number of tickets to be on-sold and, where such tickets are for a private use facility, the associated costs estimated by the Caterer for the provision of catering, food and beverage services.

10. TERMINATION

10.1 Default of Client

- In respect of any Event or the Official Ball, if any of the payment terms specified in Clause 3.2 are not met by the Client, or if the Client commits any breach of the Agreement, AGPC may terminate the Agreement by giving 7 days' notice to the Client (if such notice is issued prior to the date which is 30 days before the Event Period) or 1 day's notice to the Client (if such notice is issued on or after the date which is 30 days before the Event Period). In the event that AGPC issues a notice referred to in this Clause (*Notice*), the Client is required to remedy to AGPC's satisfaction the breach before the expiry of the Notice or the Agreement will terminate upon the expiry of the Notice. Unless otherwise agreed in writing by AGPC the Client agrees that upon termination:
- the Client will forfeit all monies paid to AGPC prior to termination;
 - AGPC will be free to enter into an agreement with any third party covering any or all of the rights, benefits and entitlements under the Agreement;
 - the Client unconditionally and irrevocably constitutes and appoints AGPC as its attorney to do, perform and execute all things and documents as may be necessary or desirable to transfer or assign the rights, benefits and entitlements under the Agreement; and
 - the forfeit of any monies pursuant to paragraph (a) and the termination of the Agreement will not preclude any other rights which AGPC may have against the Client as a result of the Client's default including, in particular, the right to claim damages for breach of the Agreement.

10.2 Refund of monies to Client

- if AGPC loses the right to undertake the promotion of any one or more Event or (if applicable) the Official Ball, or no motor car race is held in Albert Park or (if applicable) no Official Ball is held during an Event Period, and the Client does not use, nor receive any benefit whatsoever from, the Facility and / or services contemplated by the Agreement for that Event Period, then, upon the giving of notice by AGPC to the Client, the Agreement will terminate and AGPC will refund to the Client all monies paid pursuant to the Agreement, provided that, in the case of Multi Year Renewal Clients, the Agreement will not terminate (unless the Agreement does not apply to any further Event), but will be suspended in respect of the relevant Event and Event only. Upon receipt of those monies by the Client, AGPC will thereby be released and discharged by the Client from all claims and damages of any kind in respect of that Event and Event Period.
- Subject to Clause 4.4, if, through no fault of the Client, AGPC is unable to supply to the Client for any Event a substantial part of the Facility, or Alternative Facility, and services contemplated by the Agreement, AGPC will, in relation to that portion of the Facility or services not supplied for that Event, refund part of the Total Fee paid in respect of that Event to the Client (the amount to be determined in AGPC's absolute discretion). Upon receipt of those monies, AGPC will thereby be released and discharged by the Client from all claims and damages of any kind.
- Without limiting clause 2.1 and without limiting any of the other rights which AGPC may have against the Client as a result of the cancellation or termination, if AGPC, in its absolute discretion, allows the Client to cancel or terminate the Agreement after the Confirmation Date for reasons other than those outlined in Clauses 10.2(a) and (b) above, AGPC may retain 50% of the Total Fee as compensation for costs associated with administration, ticketing and other such expenses.
- In the event that any refund is payable to the Client, AGPC may adjust the refund to take account of any applicable Taxes and the Client will only be entitled to receive such adjusted amount.

10.3 Continuing Clauses

Clauses 1, 2, 3, 3.5, 4.2, 5.4, 8.3, 8.5 and 8.6 and the relevant provisions of this Clause 10 shall continue to apply after termination or expiry of this Agreement.

11. PRIVACY AND CLIENT QUESTIONNAIRE

11.1 The Client acknowledges that AGPC and third parties authorised by AGPC may make or record film or other forms of moving picture, still picture or any of them of the Event or the Official Ball (including, without limitation, of the Client and persons using the Facility or attending the Official Ball). Unless otherwise agreed with AGPC, the Client hereby consents, and will use its best endeavours to obtain the consent of persons using the Facility or attending the Official Ball, to FIA, FOA, FOM, AGPC and third parties authorised by them using photographs, film, tape, or other images or likenesses of the Client and persons using the Facility or attending the Official Ball, in any media (including publication within or outside Victoria, Australia) and for any purpose without identification or compensation or payment of any kind.

11.2 AGPC collects personal information about the Client and persons using the Facility or attending the Official Ball (including, without limitation, the name, address, phone number, image or likeness of the Client and persons using the Facility or attending the Official Ball) which is necessary for it to operate the Event and/or the Official Ball (including without limitation) for the purposes of coordinating the seating and/or viewing arrangements at the Event and/or the Official Ball and of conducting research, marketing and promotional activities in relation to the Event and/or the Official Ball and subsequent Australian Grand Prix, Australian Motorcycle Grand Prix, Official Balls and related and similar events (*Purposes*). If the information requested is not provided, the Client and persons using the Facility or attending the Official Ball may not be able to use the Facility or attend the Official Ball. The Client hereby consents, and will use its best endeavours to obtain the consent of the persons using the Facility or attending the Official Ball, to the use of their personal information by AGPC, and to the disclosure by AGPC to third parties such as research, marketing and promotional organisations for the Purposes. Unless the Client advises otherwise, the Client hereby consents, and will use its best endeavours to obtain the consent of the persons using the Facility or attending the Official Ball to receiving future promotional and marketing material and other information for the Purposes, including via electronic messages (e.g. email, SMS etc) and telephoning the Client and / or persons using the Facility or attending the Official Ball for an indefinite period. The Client and persons using the Facility or attending the Official Ball may gain access to their personal information held by AGPC (if any) by contacting AGPC at PO Box 577 South Melbourne 3205, Victoria.

11.3 To facilitate AGPC collecting personal information of persons using the Facility or attending the Official Ball for the Purposes, the Client agrees that it will use its best endeavours to ensure that persons using the Facility or attending the Official Ball (if required) complete a questionnaire provided or to be provided to the Client by AGPC and that it will deliver the completed questionnaires to AGPC within a reasonable time after completion of each Event. Such questionnaire will include information regarding the AGPC's privacy policy as described in this Clause 11.

12. ENTIRE AGREEMENT

The Agreement contains the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements and understandings between the parties in connection with it and the Client acknowledges that, except for those representations made in the Agreement, neither AGPC nor any person acting on its behalf has made any representation to induce the Client to enter into the Agreement.

13. AMENDMENT

No amendment or variation of the Agreement is valid or binding on a party unless made by AGPC in writing.

14. NO WAIVER

No failure to exercise nor any delay in exercising any right, power or remedy by a party operates as a waiver. A single or partial exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that waiver unless made in writing.

15. GOVERNING LAW AND JURISDICTION

This Agreement will be governed by and construed in accordance with the laws of Victoria, Australia, and the parties submit to the non-exclusive jurisdiction of the courts of that State.

16. SEVERABILITY OF PROVISIONS

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of this Agreement nor affect the validity or enforceability of that provision in any other jurisdiction.

17. COUNTERPARTS

This Agreement may be executed in any number of counterparts. All counterparts will constitute one instrument.