



# CrownBet DARWIN TRIPLE CROWN



## HOSPITALITY BOOKING FORM

**Secure 2018 packages at 2017 prices – Offer only available between 1 July 2017 and 1 September 2017**

Please complete, sign and return to [brienna.logie@nt.gov.au](mailto:brienna.logie@nt.gov.au)

**CLIENT DETAILS**

Client Name: ..... ABN: .....

Contact Name: .....

Postal Address: .....

Suburb: ..... State: ..... Postcode: .....

Telephone: ..... Mobile: .....

Email Address: .....

Ticket Holder Names: .....

**HOSPITALITY PACKAGES**

Exclusive Packages	Min Guests	Price	Shared Packages	Price
<input type="checkbox"/> Pit Garage Platform	50	\$36,250	<input type="checkbox"/> Lookout Pavilion	..... Guests \$625 pp
<input type="checkbox"/> The Classics	50	\$33,500	<input type="checkbox"/> Turn 6 Club Suite	..... Guests \$625 pp
<input type="checkbox"/> Gravel Trap	25	\$14,375	<input type="checkbox"/> Triple Crown Club	..... Guests \$600 pp
<input type="checkbox"/> Terrace Hairpin	20	\$6,500		

Dietary Requirements: .....

- Payments can be made via credit card, cheque or bank deposit. Please contact us if you require an invoice.
- **Full payment required to secure booking.**
- Postage add \$10 for registered post (5-10 days delivery). Tickets can be collected prior to 15 June 2018.

**Credit Card**

Card Number: .....	Total Booking \$ .....
Name: .....	Postage \$ ..... 10
Signature: .....	Subtotal \$ .....
Expiry: .....	This payment \$ .....
Security Code: .....	TOTAL OWING \$ .....

Visa (1.734% surcharge)       Mastercard (1.734% surcharge)       AMEX (2.9% surcharge)

**Direct Deposit**

Depositor Name: .....	Total Booking \$ .....
Reference Note: .....	Postage \$ ..... 10
Bank Name: <b>Westpac Darwin</b>	Subtotal \$ .....
Account Name: <b>NT Major Events Company</b>	This payment \$ .....
BSB: <b>035 309</b>	TOTAL OWING \$ .....
Account: <b>147 561</b>	

**Invoice Payments:** Please contact Brienna Logie on **08 8999 6256** or [brienna.logie@nt.gov.au](mailto:brienna.logie@nt.gov.au) to request an invoice.

**DECLARATION**

By signing this form I declare I have read and understood the Hospitality Terms and Conditions, copy available online at <http://darwinsupercars.com.au/hospitality-tcs/> and am duly authorised to sign on behalf of the Client.

Signature: ..... Date: .....

Print: .....

# TERMS AND CONDITIONS

## Northern Territory Major Events Company Pty Ltd (NTMEC) ABN 22 085 961 520

Please read these Terms and Conditions carefully.

By purchasing Hospitality tickets, you are agreeing to be bound by the following terms and conditions.

### 1. DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

**NTMEC** means the Northern Territory Major Events Company PTY LTD.

**Agreement** means the agreement between NTMEC and the Client described in Condition 2.1.

**Alternative Facility** means a facility selected by NTMEC and offered to the Client in place of a Facility, in accordance with Condition 4.6.

**Attendance Conditions** means the attendance conditions binding all attendees at the event.

**Catering Agent** means the person(s) or organisation(s) appointed by NTMEC to provide catering elements of NTMEC's Hospitality Services during the Event.

**Client** means the party named as the "Client" in the booking confirmation or as substituted in accordance with these Conditions.

**Conditions** mean these Hospitality Conditions.

**Confirmation Date** means the date that NTMEC accepts the Client's offer contained in the Hospitality Application Form, namely the date NTMEC sends either of the following documents to the Client's nominated address:

- (a) booking confirmation; or
- (b) a tax invoice for Hospitality Services.

**Hospitality Booking Form** means the application form provided to the Client and on which the Client offers to purchase Hospitality Services from NTMEC.

**booking confirmation** means NTMEC's written acceptance of the Client's offer set out in the Hospitality Booking Form.

**Hospitality Services** means the services to be provided by NTMEC to the Client subject to the terms of this Agreement, as confirmed in the booking confirmation or otherwise in writing by NTMEC. Such services may include, but are not limited to:

- (a) tickets;
- (b) access to a selected Facility;
- (c) benefits specific to "private" or "customised" Facilities set out in Condition 5;
- (d) catering provided by the Catering Agent.

**Hospitality Periods** means the periods of the Event during which NTMEC agrees to provide Hospitality Services to the Client. Such periods may include but are not limited to the Friday, Saturday or Sunday dates of the Event from 10.00am to 5.00pm (or parts thereof and unless varied by NTMEC).

**Event** means the 2018 CrownBet Darwin Triple Crown Supercars, Hidden Valley

**Facility** means the 'syndicated', 'private' or 'customised' hospitality facility selected by NTMEC to accommodate the Client at the Event, as specified in the booking confirmation.

**Facility Goods and Services** mean any goods or services required by a Private Client (defined in clause 5) for a 'private' or Facility.

**Fit-out Supplier** means a person(s) or organisation(s) contracted by NTMEC to provide Facility Goods and Services to the Client.

**Invitee** means any person entering Hidden Valley for the Event on behalf of the Client (whether during a Hospitality Period or otherwise) including but not limited to hospitality invitees and guests, third party suppliers approved by NTMEC under Condition 8.1, employees, agents, subcontractors or directors and officers.

**Third Party Supplier Conditions** means any conditions imposed from time to time by NTMEC on third party suppliers to the Event; for example conditions relating to site safety, access and inductions, timelines for planning and building or insurance requirements.

**Ticket** means any ticket, pass, credential, lanyard, wristband or other document or general or specific authorisation issued by NTMEC allowing entry to the Event and any relevant Facility. Total Fee is the total fee payable by the Client in return for the Hospitality Services including GST and any Special Requests Fee.

#### 1.2 Interpretation

(a) Any reference in this Agreement to the singular includes the plural, to any gender includes all genders, to persons includes all bodies and associations both in d and uniu d, to any legislation or regulations includes all amending and succeeding legislation and regulation, to conduct includes an omission, statement or undertaking whether or not in writing, to AUD, dollars or \$ is to Australian currency, to Conditions is to conditions in this Agreement and headings are for reference purposes only.

(b) Where two or more parties named to NTMEC as the Client, a reference to a right or obligation of the Client confers that right or imposes that obligation, as the case may be, jointly and severally.

(c) Terms used in the Hospitality Application Form or the booking confirmation have the same meaning as they carry in these Conditions unless the context requires otherwise.

### 2. PRELIMINARY

#### 2.1 Agreement

(a) This Agreement binds NTMEC and the Client from the Confirmation Date. No cancellation or termination of the Agreement by the Client will be accepted by NTMEC after the Confirmation Date.

(b) The Agreement consists of:

- (i) these Conditions;
- (ii) the booking confirmation;
- (iii) the Attendance Conditions (to the extent set out in Condition 8.1(a); and
- (iv) any amendments or variations made in accordance with Condition 13.3

(c) 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 NTMEC nor any person acting on its behalf has made any representation to induce the Client to enter into the Agreement.

(d) The terms of any other document (including any document of the Client) that purports to form part of the Agreement is hereby excluded unless expressly confirmed in writing by NTMEC as forming part of the Agreement.

(e) In case of any inconsistency between a provision of these Conditions and a provision of any other document forming part of the Agreement, the provision of these Conditions will prevail.

#### 2.2 Taxation law

(a) The Total Fee and any other payments to be made under these Conditions are inclusive of GST unless otherwise specified.

#### 2.3 Event date and program

(a) The Client acknowledges that the dates of the Event are not set until fixed by Supercars Australia in the confirmed calendar for the 2018 Supercars Australia season.

The Client accepts that the dates of the Event may change at any time (even after being confirmed by Supercars Australia) and that the Client will not be entitled to a refund in such circumstances.

(b) NTMEC reserves the right to add, withdraw or substitute any drivers, performers or activities at the Event, including any concerts or entertainment, programs, conveniences, attractions or crowd capacity.

(c) Without limiting Condition 12.1(a)(i) NTMEC will not be liable to the Client for any loss or damage (including indirect or consequential loss or damage) suffered as a result of or arising from or in any way connected to cancellation, postponement or change to the Event (or any part thereof).

### 3. PAYMENT

#### 3.1 Total Fee

The Client must pay the Total Fee to NTMEC in accordance with this Condition 3.

#### 3.2 Payment method

- (a) The Client must nominate credit card as a preferred payment method in the Hospitality Booking Form.
- (i) The Client warrants that it is authorised to give the credit card details provided, and that sufficient funds are available to pay the Total Fee to NTMEC.
- (ii) The Client authorises NTMEC to unilaterally process payments from the Client's credit card to satisfy Client's obligations in the timetable in Condition 3.3.

#### 3.3 Payment schedule

The Client must pay the Total Fee either:

- (a) up-front in full; or
- (b) 25% deposit on booking and full payment by 11 May 2018.

#### 3.4 Postage fees

(a) Should the Client nominate to receive tickets by registered post, a fee of \$10 will apply for orders of up to 10 tickets. Larger groups may incur an increased fee (at NTMEC's discretion).

#### 3.5 No services until paid

In relation to each Event, NTMEC is not required to issue any Tickets or provide any other Hospitality Services to the Client unless and until:

(a) The Total Fee has been paid in full (including any Special Requests Fee) in accordance with this Condition 3 and all funds have cleared to NTMEC;

(b) no amounts are owing to NTMEC or Fit-out Suppliers for the provision of Facility Good and Services.

### 4. BENEFITS

#### 4.1 No advertising or promotion

Subject to Condition 5.2, the Client must not:

- (a) use any Darwin Triple Crown Supercars Insignia' under the Act or trade mark or other intellectual property owned by NTMEC; or
- (b) conduct any advertising or promotion by the Client whatsoever in relation to the Facility or the Event, including, without limitation, any signage or identification within or outside the Facility;
- (c) offer Tickets to the Event for advertising or other promotional purposes (including prizes, contests or sweepstakes); or
- (d) use the name of NTMEC or of any event promoted by NTMEC 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 NTMEC or that the Client is a sponsor or in some other way connected to NTMEC or such event; without prior written consent of NTMEC.

#### 4.2 Syndicated Facility

If the booking confirmation specifies that the Facility is a "syndicated" facility, the Client is limited to joint or syndicated use of the Facility during the specified Hospitality Periods. The Client has no private use of the syndicated Facility and so must not:

- (a) make any alterations or additions to the Facility i.e. must not interfere, tamper with or remove any fixtures or fittings, for example televisions, screens, table decorations; or
- (b) use the Facility other than as contemplated by the Agreement; without the prior written consent of NTMEC.

#### 4.3 Location of Facility

NTMEC reserves the right to determine the final location of the Facility at each Event including, without limitation, the positioning of individual facilities.

#### 4.4 Availability of Facility

- (a) If, in respect of any Event:
  - (i) NTMEC does not build the Facility for any reason;
  - (ii) NTMEC is unable to obtain rights to use the Facility; or
  - (iii) the Facility is not available for use by the Client for any other reason,

NTMEC will endeavour to offer the Client an Alternative Facility for the specified Hospitality Periods. The exact particulars of the Alternative Facility will be at the sole discretion of NTMEC.

#### 4.6 Alternative Facility

The Client may accept or reject the Alternative Facility by providing written notice to NTMEC.

If the Client accepts the Alternative Facility, this Agreement will remain in force, subject to the following:

- (a) any reference to the Facility is to be read as a reference to the Alternative Facility; and
- (b) the Total Fee will be adjusted to any fee previously published by NTMEC for the Alternative Facility. If no such fee has been published, the Client and NTMEC will negotiate in good faith as to the revised Total Fee for the Alternative Facility.
- (c) If the Client rejects an Alternative Facility offered by NTMEC, this Agreement may be terminated by either party by written notice. In such circumstances, NTMEC will refund all monies paid to NTMEC pursuant to the Agreement to the Client (excluding reasonable expenses incurred by NTMEC that it is not able to avoid or recoup despite its reasonable endeavours).
- (d) Upon receipt of those monies by the Client, NTMEC will thereby be released and discharged by the Client from all claims and damages of any kind.
- (e) Other than as set out in Condition 4.6(c), NTMEC has no liability to the Client for and the Client hereby releases and discharges NTMEC from, all direct, indirect and consequential damages, losses, costs and expenses that may be suffered by the Client as a result of the unavailability of a Facility in the circumstances described in Conditions 4.5(a).

### 5. PRIVATE FACILITY BENEFITS

#### 5.1 Private Facility

If the booking confirmation specifies that the Facility is a "private" Facility, NTMEC will provide the Client with the benefits set out in, and subject to, this Condition 5.

#### 5.2 Private use and Facility fit-out

(a) During Hospitality Periods, the Client will have private use of the Facility. As such, subject to this Condition 5, the Private Client may at its own cost fit-out, decorate or theme the inside of the Facility, provided that no items displayed (including signage) are visible from outside the Facility.

(b) Any alterations and additions to the Facility made by the Client under this Condition 5.2 must be approved in advance by NTMEC (acting in its absolute discretion).

(c) All materials brought into the Facility by the Client will be at the Client's cost and risk. The Client will be liable for, and indemnifies NTMEC against, any and all claims, losses, damages, costs or expenses arising from or connected with the transport, installation, erection, display, use, dismantling or removal of any materials brought into the Facility by the Client.

(d) NTMEC may, in its complete discretion, provide access to Hidden Valley at designated times to Invitees of the Client prior to the Event for the sole purpose of fitting-out, decorating or theming the Facility.

## 6. HOSPITALITY CONDITIONS

### 6.1 Catering Agent

(a) The Client acknowledges and accepts that NTMEC:

(i) has the sole rights in respect of the provision of all catering, food and beverage services for the Facility for the Event; and

(ii) may from time to time appoint a Catering Agent, to provide catering, food and beverage services on its behalf.

### 6.2 Advertising and promotions

(a) NTMEC grants the following Advertising Promotion Benefits to the Client:

(i) display of the Client's name on the exterior of the Facility (in the format arranged by NTMEC);

(ii) the opportunity to display the Client's artwork on the interior of the Facility subject to Condition 5.2(a); and

(iii) printing of the Client's name (or some other agreed wording) on the Client's Tickets (NTMEC may impose character limits and can only comply with Client's directions in relation to printing as far as it is reasonable practicable to do so).

## 7. TRANSFER OF BENEFITS

### 7.1 On-selling

(a) provide NTMEC with detailed information setting out its proposal for transfer or on-selling (including any proposed advertising material, the target market and proposed pricing structure), and any other information requested by NTMEC;

(b) not advertise or otherwise promote any Ticket, package or other benefit in relation to the Event without prior written consent of NTMEC (in its absolute discretion) to the content, distribution and design of any and all advertising and promotional material; and

(c) not assign, on-sell (or offer to do so) or otherwise commercially deal with any Tickets or benefits until a formal agreement between the Client and NTMEC regarding same has been executed by the Client.

## 8. RESPONSIBILITY FOR INVITEES

### 8.1 Client responsible for Invitees

(a) The Client must ensure all Invitees comply with:

(i) all reasonable directions given by officers, employees or agents of NTMEC, or any requirements of NTMEC including, without limitation, directions or requirements in connection with access to Hidden Valley, the use of the Facility or the conduct of the Client and its Invitees in or around Hidden Valley or the Facility;

(ii) the smoking policy implemented by NTMEC in respect of the Facility (as revised from time to time). Please refer to the event website for a copy.

(b) The Client is responsible for all acts or omissions of Invitees at Hidden Valley, including, without limitation, any loss, damage or injury arising out of such acts or omissions. The Client must indemnify and keep indemnified NTMEC in respect of any such loss, damage or injury including in connection with any failure to comply with Condition 8.1(a).

(c) NTMEC controls the Event area during the Event. At all times NTMEC or its representatives may with reasonable cause refuse entry to any Invitees or direct any Invitees to leave the Event. In particular, any person who does not comply with the Attendance Conditions may be refused entry or directed to leave the Event.

(d) The Client must ensure that any Invitee 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).

### 8.2 Tickets

(a) The Client must ensure that all its Invitees display the correct Ticket in a clear and visible manner at all times within Hidden Valley. NTMEC or its representatives may refuse entry to the Event or the Facility to an Invitee who is not displaying a Ticket. NTMEC and the Catering Agent may refuse service to an Invitee who is not displaying a Ticket within the Facility.

(b) Each Invitee must keep his or her Ticket safe and in good condition, as NTMEC is not obliged to replace any Ticket under any circumstances, including but not limited to loss or theft – however NTMEC may, in its sole and absolute discretion, replace a Ticket which has been lost or stolen (and may charge a fee for that replacement).

(c) Entry may be refused if tickets are damaged or defaced

in any way or are not purchased from NTMEC or other authorised points of sale.

(d) Scalping warning: The resale of tickets in certain circumstances is governed by ticket sales legislation and may attract criminal penalties.

(e) The client must allow adequate time for collection or delivery of tickets. Methods of collection and/or delivery will be available when purchasing your tickets

### 8.3 Other

(a) Responsible service of alcohol to Invitees shall be operated by NTMEC and the Catering Agent. All bar opening and closing times (including in private Facilities) may be subject to change by NTMEC in its absolute discretion.

(b) The Client must ensure that the noise levels are not excessive and Invitees' conduct is not disruptive at the Facility (in the opinion of NTMEC).

## 9. RELEASE AND INDEMNITY

(a) The Client acknowledges and accepts that motor racing and related activities are dangerous and accidents can happen, and that entry to and remaining at the Event has a degree of danger. To the extent permitted by law, the Client excludes, releases and forever discharges NTMEC, Confederation of Australian Motor Sport Ltd, Northern Territory Government, the Catering Agent/s, Fit-out Suppliers and all other persons involved in the conduct, promotion and organisation of the Event, and their respective employees, agents, sub-contractors, consultants (including employees of those agents, sub-contractors and consultants), directors, officers and sub-licensees and anyone acting on behalf of or at any of their direction) (the 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 in connection with the Event.

(b) None of the Indemnitees will be responsible for acts, omissions or defaults of the Client, Invitees (including employees of those Invitees), directors, officers and sub-licensees and anyone acting on behalf of or at any of the Client's direction) (Personnel) nor, to the extent permitted by law, will any Indemnitee be liable for any claim, loss, damage, cost or expense (whether arising under statute, from negligence, personal injury, death, property damage or infringement of third party rights or otherwise) arising from any act, matter or thing done, or permitted or omitted to be done, by the Client or Personnel pursuant to, in default of or in connection with this Agreement.

(c) The Client indemnifies and must keep indemnified each of the Indemnitees against all such claims, loss, liability, damage, cost or expense which may be incurred or sustained by any of the Indemnitees arising from any act, matter or thing done, permitted or omitted to be done by the Client or Personnel pursuant to, in default of or in connection with this Agreement.

## 10. IMAGES

### 10.1 Recordings of the Event

(a) the Client must not make, create, store, record, transmit, reproduce or use any kind of sound recording, visual footage or audio-visual footage (Recording), and any image, including photographic images and any still pictures for profit or commercial gain or for any other purpose (except for the private enjoyment of the person making the Recording, Data or Image), without the consent of NTMEC; and

(b) if the Client makes, creates, records, transmits, reproduces or uses any Recording or Image of, at or in relation to the Event or any part of it with or without the consent of NTMEC, that person will on request by NTMEC assign, in writing, all copyright and all other intellectual property in any such Image or Recording to or its assignees or nominees as directed by NTMEC.

### 10.2 Use of likeness

The Client acknowledges that NTMEC and third parties authorised by NTMEC may make, create, store, record, transmit, reproduce or use Recordings and Images or any likenesses at or in relation to the Event (including, without limitation, of Patrons). Unless the Client or an Invitee otherwise reaches an agreement with NTMEC, the Client will ensure each Invitee hereby grants the NTMEC and third parties authorised by them permission to use Recordings or Images, or other images or likenesses of the Invitee including sound recordings, in any media (including publication within and outside Northern Territory, Australia) and for any purpose without identification, compensation or payment of any kind.

## 11. TERMINATION

### 11.1 Termination by NTMEC

NTMEC may immediately terminate this Agreement by notice in writing if the Client:

(a) fails to make any payment for the Hospitality Services in accordance with Condition 3; or

(b) is in breach of any other term of this Agreement; and

(i) the breach cannot be remedied;

(ii) the Client fails to remedy such breach within seven days of receipt of a written notice from NTMEC requiring it to do so –

if that notice is received more than 30 days before the Event;

(iii) the Client fails to remedy such breach within two days of receipt of a written notice from NTMEC requiring it to do so – if that notice is received less than 30 days before the Event;

(iv) the Client fails to remedy such breach within 12 hours of receipt of a written notice from NTMEC requiring it to do so – if that notice is received during the Event; or

(c) enters into or is placed under any form of insolvency administration, is insolvent, or is otherwise unable pay its debts as and when they fall due.

### 11.2 Effect of termination by NTMEC

Unless otherwise agreed in writing by NTMEC, the Client agrees that immediately upon termination by NTMEC under Condition 11.1:

(a) the Client will forfeit all monies paid to NTMEC prior to termination;

(b) NTMEC 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;

(c) the Client unconditionally and irrevocably constitutes and appoints NTMEC 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

(d) the forfeit of any monies pursuant to Condition 11.2(a) and the termination of the Agreement will not preclude any other rights which NTMEC 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.

## 12. REFUND

### 12.1 Refund of monies to Client

(a) Notwithstanding Condition 2.1(a), NTMEC may cancel part or all of the Hospitality Services and refund amounts paid to NTMEC by the Client (excluding reasonable expenses incurred by NTMEC that it is not able to avoid or recoup despite its reasonable endeavours) after the Confirmation Date in the following circumstances:

(i) if NTMEC loses the rights to promote the Event;

(ii) in accordance with Condition 4.6(d); or

(iii) if NTMEC, in its absolute discretion, permits the Client to cancel or terminate the Agreement for another reason.

(b) If, through no fault of the Client, NTMEC is unable to supply to the Client part or all of the Hospitality Services, NTMEC may refund a portion of the Total Fee paid to the Client that relates to the unsupplied Hospitality Services to the Client (the amount to be determined in NTMEC's absolute discretion).

(c) For the avoidance of doubt, no refunds will be paid to the Client on the basis that no or limited on-track action (including Supercars action) has occurred during any Hospitality Period.

### 12.2 Conditions of refund

(a) Upon receipt of any refund paid to the Client under Condition 12.1, NTMEC will thereby be released and discharged by the Client from all claims and damages of any kind in relation to this Agreement.

(b) If any refund is payable to the Client, NTMEC may adjust the refund to take account of any applicable Taxes and the Client will only be entitled to receive such adjusted amount.

## 13. MISCELLANEOUS

### 13.1 Confidentiality and non-disclosure

Other than as required by law, the Client must keep strictly confidential and not disclose or communicate to any person, or use, any information which is not in the public domain relating to the business, affairs, practices, policies, operations and arrangements of NTMEC or otherwise concerning the Event, including without limitation the names and other details of patrons of the Event, which the Client acquires, develops or has access to as a result of or in connection with this Agreement.

### 13.2 Privacy

NTMEC may collect personal information (within the meaning of Australian privacy legislation) about Invitees which is necessary for it to operate the Event and to help promote the Event and subsequent similar events. Unless such persons advise otherwise, the Client consents on behalf of Invitees to receiving future promotional and marketing material from NTMEC, including via electronic messages (e.g. email, SMS, via social media sites etc.), or telephone calls.

### 13.3 Amendment

No amendment or variation of the Agreement is valid or binding on a party unless made in writing and signed by all parties.

### 13.4 Governing law and jurisdiction

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