**Model Terms of Entry to Racing Events – Guidance Note**

In order to assist Clubs, we have provided guidance on use of the model Terms and Conditions of Entry for Clubs (**Terms of Entry**) prepared by Racing Queensland (**RQ**). This guidance note, the Model Terms of Entry and any comments throughout any document provided by RQ are only intended to provide a general overview of matters of interest. They are not intended to be comprehensive and do not in any way constitute legal advice by RQ.

Please review the Terms of Entry and ensure that they are appropriate for your Club and your Event.

**Why use the Terms of Entry?**

The Terms of Entry are a “one-stop” shop for Clubs and have been prepared to provide Clubs with the power to respond to and protection against the typical types of issues that need to be managed on racedays. The Terms of Entry will benefit Clubs in a range of ways, including:

* limiting the liability of Clubs to patrons (including by having patrons accept all risks of attending an event);
* providing Clubs with an ability to manage a broad range of undesirable behaviour by patrons (including, for example, wearing offensive clothing, defacing Club property, general disruptive behaviour, etc.) through a range of means including refusing entry, ejecting from the event and ticket cancellation; and
* agreement from patrons that the racetrack is out of bounds at all times.

If Clubs do not use the Terms of Entry, Clubs are exposed in a range of ways, including to the risk that injured patrons will sue Clubs and around how Clubs can manage patron behaviour.

**How to use the Terms of Entry**

When used correctly, the Terms of Entry and an event ticket will form a legally enforceable contract between the Club and the patron. This contract will provide the Club certain with rights and impose specific responsibilities on the patron.

1. **How to make an offer that includes the Terms of Entry**

For the Terms of Entry to form part of a contract between the Club and a patron, Clubs need to follow the below applicable instructions on communicating the Terms of Entry. If these instructions are not followed, a legally enforceable contract may not be formed or a contract may be formed that doesn’t include the Terms of Entry.

1. ***Pre-Purchased Tickets***

Clubs that offer tickets to be pre-purchased or pre-booked should make sure that prior to any purchase or booking being finalised, the ticket purchaser or booker is made aware of the Terms of Entry and has the opportunity to consider and agree to these Terms of Entry.

How this happens will vary depending on how a Club sells pre-purchased tickets or allows pre-booked tickets, however this may involve any one or more of the following:

* + posting the Terms of Entry on the Club’s website and directing a ticket purchaser or booker to these Terms of Entry as part of the sale or booking process (for example, by including a link to the Terms of Entry webpage in the same area as providing ticket sales or booking contact information);
	+ including a “tick-box” that is checked to indicate that the ticket purchaser or booker has read and agrees to the Terms of Entry when buying or booking tickets online; and/or
	+ when emailing tickets to the ticket purchaser or booker, including a copy of the full Terms of Entry and clarify that attendance at the event is subject to these Terms of Entry.
1. ***Tickets purchased on the day***

Clubs that sell or distribute tickets on the day of events from the race venue should print the Terms of Entry in a size that is clearly legible and put the printed Terms of Entry on display in a location that allows people to read and consider them before purchasing or accepting a ticket (such as where the tickets for entry are purchased).

1. **Considerations when using the Terms of Entry**

As the Terms of Entry are a model form, amendments may be needed to be made so that they reflect the operations of your Club. Below are some of the areas that may warrant consideration.

1. ***Items that cannot be brought into the Venue***

Where applicable, certain items can be included in condition 6(a)(ii) of the Terms of Entry to make clear what items cannot be brought into the Venue.

1. ***Patrons accompanied by animals***

Condition 6(b) of the Terms of Entry has been included for circumstances where a patron’s entry into the Venue could impact the safety of the Event (for example, where the patron brings another animal into the Venue that has the potential to impact the safe running of any races). In such circumstances, particularly where the animal involved is an assistance or support animal, RQ suggests that the Club consult with the patron in the first instance with the aim of determining whether there is a suitable area at the Venue where the patron may be located that does not impact the safety of the Event in any way.

1. ***Patrons at own risk***

Patrons agree to attend the Event at their own risk. The Terms of Entry include (without limitation) specific risks. The Club will need to ensure that the highlighted part of condition 12(b)(i) reflects the particular Event being conducted (i.e. thoroughbred, greyhound, sulky etc.). If there are other specific risks associated with the particular Event, these can also be included in this condition.

1. ***Service of Alcohol***

Condition 11(b) should be deleted if the Venue is not licensed to serve alcohol.

1. ***Areas out of Bounds***

Condition 9 of the Terms of Entry has been included to clarify that there are areas of the Venue which patrons are restricted from entering. The areas listed are the racetrack and any animal movement areas. If there are any other areas to which patron entry should be restricted, these should be included in this condition.

**~ END ~**

**Terms and conditions of Entry effective [x] 2021**

**[**Insert Club name**]** (the **Club**)

**PLEASE NOTE -** **This Terms of Entry template and any comments throughout the document are only intended to provide a general overview of matters of interest. They are not intended to be comprehensive and do not in any way constitute legal advice by Racing Queensland.**

**Please also note that all square brackets, any yellow highlighting and these notes must be removed from this agreement before it is finalised. The sections that start in yellow are to be deleted if they are not appropriate to your Event.**

 **[This box is for the Club’s internal information only – delete from final terms and conditions]**

# General

### The following terms and conditions set out in this document (**Terms of Entry**) will apply to all tickets issed by or on behalf of the Club for a Race, a Race Meeting (both as defined in the *Racing Act 2002* (Qld)) or such other event (together, the **Event**) and the admission of all patrons to an Event venue (the **Venue**).

### By attending the Venue, persons admitted to the Event (**Patrons**) agree to be bound by, and comply with, these Terms of Entry.

# Non-commercial recording only

### Patrons agree not to:

### make any recording or take any photograph for anything other than private non‑commercial purposes;

### make any recording or take any photograph of any person without the authorisation of that person; or

### sell, license or otherwise publish, disseminate or reproduce (or permit such), whether in whole or in part, any recordings taken or made inside the Venue (including, without limitation, photographs, video recordings, data recordings or sound recordings) without the prior written consent of the Club.

# No broadcasting

### Patrons agree not to broadcast or narrowcast by any means whatsoever (including, without limitation, by way of mobile telephone, modem or other wireless device) any images, sounds, data, results or commentary of the Event or other activities at the Venue without the prior written consent of the Club.

# No resale

### Patrons agree not to re-sell or offer to re‑sell any tickets to the races held at the Venue at a premium or to use any of them for advertising, promotional or other commercial purposes (including competitions) without the prior written consent of the Club.

### Patrons acknowledge that the bearer of any ticket that is sold or used in contravention of condition 4(a) may be denied admission to the Venue.

# Restricted conduct

### Patrons agree not to:

#### wear or otherwise display commercial, political, religious or offensive signage or logos or engage in ambush marketing generally;

#### sell or distribute any goods or services or any other matter or thing;

#### collect money or orders from other patrons for goods or services; or

#### distribute political, religious, advertising or promotional material,

### in each case without the prior written consent of the Club.

### Patrons agree not to do any of the following in or around the Venue:

#### post, stick or place or attempt to post, stick or place any poster, placard, bill, banner, print, paper or any advertising material on any building structure, fence, tree or cordon without the prior written consent of the Club;

#### misuse, deface, damage, remove from the Venue or tamper with or attempt to misuse, deface, damage, remove from the Venue or tamper with any building, seat, chair, toilet, sink, table structure, vehicle, craft, truck, pipe, tap, tap fitting, conduit, electrical equipment, wiring or sign or excavate or cause to be excavated any part of the area used for any of the Event or other activities at the Venue;

#### deposit litter, except in a receptacle provided for that purpose;

#### throw or attempt to throw any stone, bottle, projectile or other object;

#### disrupt, interrupt or behave in any manner that may disrupt or interrupt the Event or other activities at the Venue, distract, hinder or interfere with a jockey, trainer, [racehorse], [greyhound] or steward, interfere with the comfort of other patrons on their enjoyment of the Event or other activities at the Venue;

#### use indecent or obscene language or threatening or insulting words, or otherwise behave in a threatening, abusive, riotous, indecent or insulting manner;

#### interfere with, obstruct or hinder the Club or its employees, agents, contractors or other authorised persons (such as stewards) in the exercise of their powers, functions or duties;

#### conduct public surveys or opinion polls, solicit money, donations or subscriptions from members of the public, without the written consent of the Club;

#### smoke in areas within the Venue nominated as non-smoking; or

#### inflate, or cause to inflate, any balloon, beach ball, receptacle, device or structure without the prior written consent of the Club.

### Patrons agree not to do anything in contravention of any laws and not to conduct themselves in a way that results in the Club or RQ breaching the law.

# Event Safety

### Patrons agree not to bring into the Venue:

#### any musical instruments without the prior written consent of the Club; or

#### any **[**alcohol, glass, cans,**]** firearms, weapons, fireworks or other items deemed or considered dangerous.

### Subject to any applicable laws, Patrons agree not to bring or be accompanied by anything which may impact the safety of the Event.

### Patrons agree to comply with any applicable safety protocols or requests made by the Club in connection with safety at the Venue including but not limited to in respect of measures relating to COVID-19.

# Threatening or offensive conduct

### Patrons agree not to engage in any conduct, act towards or speak to any jockey, trainer, steward, participant or other official or other patron in a manner which offends, insults, humiliates, intimidates, threatens, disparages or vilifies that other person on the basis of that other person’s race, religion, colour, descent or national or ethnic origin

# Security directions and searches

### Patrons must at all times comply with all directions from an authorised event official and all police officers and security officers.

### Patrons agree that entry to the Venue is only permitted to spectators who agree to be searched (including their bags, clothes or other possessions) on entry and continued presence in the Venue is only permitted to spectators who agree to be searched (including their bags, clothes or other possessions) while in the Venue.

# Racetrack and other areas out of bounds

### Patrons agree that the racetrack, any animal movement areas and [include other areas] at the Venue will be out of bounds at all times on the day of the Event at the Venue without prior written consent from the Club and any persons entering the racetrack without such consent may be prosecuted.

# Consent to being recorded

### Patrons consent to:

### the recording of their likeness and/or voice by any means (including but not limited to audio and visual recordings by television cameras and photographers) (together **Images**); and

### the commercial exploitation, throughout the world, of their Images by any means by the Club, the Racing Queensland Board (trading as Racing Queensland) (**RQ**) and their commercial partners without compensation.

# Responsible consumption of alcohol

### Patrons agree that a patron who is deemed to be affected by the consumption of alcohol or drugs may, in the Club’s sole discretion, be refused entry to, or ejected from, the Venue by a Club official.

### Patrons acknowledge that:

#### the Venue is licensed;

#### is it is an offence for minors to purchase and consume alcohol;

#### it is an offence to purchase alcohol for (or supply alcohol to) minors;

#### patrons supplying alcohol to minors will be reported to the police; and

#### penalties and fines may apply under applicable Queensland legislation.

# Own Risk

### Patrons agree that by attending the Event, they have read and understood each of the risks of attendance described below in condition 12(b). Patrons understand that the Event or other activities at the Venue have inherent and obvious risks in addition to those described below. Patrons accept all of the risks of attendance and all inherent and obvious risks from attending the Event or other activities at the Venue. Patrons voluntarily assume all of the risks involved in attending the Event or other acitivites at the Venue, whether or not described in this document.

### The risks of attendance at the Event or other activities at the Venue include (but are not limited to):

#### collision with any person or [racehorse, greyhound, sulky etc.] or other fixed or moving objects;

#### falling on the stairs, escalators, chairs or floors of the Venue because they are wet or damaged or have rubbish lying on them;

#### the failure or unsuitability of facilities at the Venue (including grand-stands, fences and guard rails);

#### being exposed to the sun, rain, wind, fire or storm without any protection from the elements;

#### exposure to contagious illnesses, including but not limited to, COVID-19;

#### acts of violence and other harmful acts (whether intentional or inadvertent) committed by persons attending the Venue; and

#### being exposed to bright and flashing lights, fireworks and loud noises.

### By attending the Event or other activites at the Venue, Patrons are at risk of suffering (among other things):

#### broken bones or joint or limb injury;

#### burns, sunburns, cuts and abrasions;

#### blackout or fainting; and

#### damage to clothes and personal equipment.

# Limitation of liability

### Patrons agree that:

#### the Club; and

#### RQ,

### will not be liable for any loss suffered by the Patron or caused by any act or omissions of the Club.

### Patrons acknowledge that attending the Event or other activities at the Venue may cause the Patron personal injury, death or property damage as a result of which the Patron may suffer loss of income (salary, wages, etc.), financial loss or other forms of economic loss.

### Patrons release and indemnify the Club and RQ for any loss of income (salary, wages, etc.), financial loss or other forms of economic loss that the Patron may suffer or incur.

# Misrepresentation of authority

### Patrons agree not to hold themselves out or otherwise promote themselves or any goods or services as being associated with the Club, RQ or the Queensland Racing Integrity Commission (the **QRIC**) where they are not authorised by the Club, RQ or the QRIC (as applicable) to do so in a way that would infringe the rights of those parties commercially associated with the Club, RQ, the QRIC or racing in Queensland.

# Consequences of contravention

### Patrons agree that, without prejudice to any other rights which the Club, RQ, the QRIC or the Venue owner or hirer may have, if they contravene any of these Terms of Entry they may:

### be refused entry to the Venue;

### be ejected from the Venue by an authorised event official;

### have their ticket confiscated and/or cancelled without refund or recompense;

### be prohibited and disqualified from purchasing tickets for or entering into the Event or other activity held or conducted under the auspices of the Club, RQ, the QRIC or Venue owner or hirer; and/or

### have legal action taken against them in connection with such matters.

# No refund where entry is refused

### Patrons agree that, in the event that the entry of the patron to the Venue is refused for any reason in accordance with these Terms of Entry, no refund will be paid in respect of the relevant ticket.

# Privacy waiver

### All Patrons grant consent, in accordance with applicable State and Commonwealth privacy legislation, for:

### their name, address, date of birth and photograph to be provided to the Club by the relevant State or Federal Police or contracted security personnel in the event that they are evicted from or arrested within the Venue and for State or Federal Police to disclose to the Club the nature and result of any action or criminal proceeding initiated by Police as a consequence of their eviction from or arrest within the Venue. RQ can, if deemed necessary, implement a ban on the Patron from attending future Events at Venues licensed by RQ; and

### their contact details to be collected, shared with and retained by relevant authorities for the purposes of conducting contact tracing.

# Alterations to the Event and/or the Terms of Entry

### Patrons acknowledge that Club, RQ and/or the QRIC reserve the right at their reasonable discretion, and with reasonable notice where practicable, to make alterations to the time, date or place of the Event and/or to substitute the seat or area indicated on a ticket with another position.

### Patrons are not guaranteed an uninterrupted and/or uninhibited view of the Event from the position provided, and no representation or warranty of any kind is given as to the quality, content, timing or duration of the Event or other activities at the Venue.

### Neither the Club nor RQ accept responsibility for the cancellation or delay of the Event for any reason.

### Patrons acknowledge that the Club reserves the right to make amendments to the conditions in this document from time to time at its sole discretion and without notice.

# Governing Law

### Patrons acknowledge that the conditions in this document and any dispute or claim arising out of or in connection with the conditions will be governed by and interpreted in accordance with the law of Queensland, Australia. Any dispute arising from or in connection with the conditions in this document or the attendance at the Event or other activities at the Venue will be submitted to the non-exclusive jurisdiction of the courts of Queensland, Australia.

**~ END TERMS ~**