



## Conditions of Entry to a Darley (on site) Event

### General

1. Tickets to the Farm are issued by DARLEY. By entering the Farm or receiving a ticket for entry to the Farm, you are deemed to have accepted, and understood as binding on you, these conditions and any accompanying risks, obligations and responsibilities. It is your responsibility to read and inform yourself (and your guests) of these conditions.
2. Nothing in these conditions of entry affects your rights under the *Trade Practices Act 1974 (Commonwealth)*, or similar legislation regarding implied conditions or warranties, under which Darley Australia Pty Ltd (ABN 42 093 921 021) (DARLEY) gives you certain non-excludable and unlimited warranties, including that DARLEY provides its services with due care and skill.
3. **If you enter the Farm, there is a possibility of an accident causing injury, death or property damage or loss, and you need to be aware that such risks exist.** The risks associated with entry to the Farm include, but are not limited to, the risk of suffering injury, harm or loss as a result of:
  - (a) incidents involving the movement of horses (such as where horses jump or breach fences or break free – whether being led or ridden or in their stalls – and come into contact with persons, vehicles or structures) or vehicles; or
  - (b) harmful acts (whether intentional or inadvertent) committed by persons (such as intoxicated persons) present at the Farm; or
  - (c) temporary structures (such as umbrellas, marquees, stand and gazebos), parts thereof or other debris being dislodged by wind and coming into contact with persons, vehicles or structures.
4. Some areas of the Farm are exposed to the weather, including direct sunlight and heat, hail, rain and wind. DARLEY does not guarantee that there will be sufficient room for you to obtain shelter from such weather.
5. Whilst at the Farm, you are responsible for your own property. You must not leave your bags or possessions unattended at any time. There are no cloaking facilities at the Farm for items which are not permitted to be brought into the Farm.
6. If you become aware of any incidents, matters or circumstances in contravention of these conditions, or if you have any issues that you wish to bring to DARLEY's attention, you may call DARLEY on (02) 6543 9000 or alert a DARLEY Staff member. You should do this as soon as possible so as to assist DARLEY to provide you with a helpful response.

7. You must comply with any reasonable directions given to you by DARLEY. DARLEY or a person authorised by DARLEY may, at any time, inspect any vehicle, bag, basket or other receptacle or require you to turn out your pockets.
8. If you breach these conditions, or DARLEY (with reasonable cause) so directs, you may:
  - (a) be refused entry to the Farm;
  - (b) be evicted from the Farm; or
  - (c) be reported to an appropriate law enforcement body.
9. Clause 8 does not limit the rights available to DARLEY under these conditions or otherwise at law.
10. The schedule for an Event (whether published or otherwise) and its proposed format are only provisional and subject to change due to adverse weather conditions or other reasons. DARLEY reserves the right to cancel, postpone or relocate Events, change the format of or any other element of an Event or which Events take place on a particular day or the schedule of events for that day, or arrange a substitute Event. There is no guarantee of viewing any planned participant in an Event or of viewing any particular Event. Subject to clause 2, DARLEY is not liable to you for any losses, costs or damage you suffer or incur as a result of any cancellation, postponement or relocation of an Event, any changes as to which participants are in an Event or in the format of or any other element of an Event or as to which Events take place on a particular day or in the schedule of Events for that day, or the arrangement of a substitute Event.
11. You acknowledge and agree that any part of these conditions which contravenes the law of the relevant jurisdiction will not be enforceable, but that such conditions (or part or parts thereof) are severable and do not invalidate the remaining conditions.

### Farm conditions

12. While present at the Farm, you must comply with:
  - (a) all relevant laws; and
  - (b) any published policies of DARLEY relating to liquor, and
  - (c) **Our directions**, and
  - (d) All Occupational Health and Safety protocols of Darley, and
  - (e) All protocols advised to you by Darley relating to any disease prevention or transmission (such as Equine Influenza or otherwise), and
  - (f) These terms and conditions.
13. If you bring children into the Farm (which is unadvisable), you are responsible for the care, conduct and supervision of those children at all times. You are responsible for any acts or omissions committed by children whom you have brought to the Farm.

14. You must not, without the express authorisation of DARLEY, enter the stables or stalls or any area where the movement of horses occurs or any area of the Farm where you are not guided by DARLEY staff (as indicated by fencing, cordons, locked doors, signage or otherwise). If you do so, you may be expelled from the Farm, banned from attending the Farm in the future and subject to legal action.
15. For the comfort and safety of persons at the Farm, you are not permitted to bring into the Farm (or have in your possession at the Farm) any of the following without the consent of DARLEY:
- (a) alcoholic beverages, glass containers or open beverage containers;
  - (b) prohibited weapons or prohibited firearms or controlled weapons within the meaning of the *Weapons Prohibition Act (NSW)*, *Firearms Act (NSW)* or *Control of Weapons Act 1990 (Vic)* whose possession would constitute an offence under that Act or articles capable of being used as weapons or anything which may be used in a way which adversely affects the safety of persons at the Farm, damages property or interferes with the comfort of persons at the Farm or with their enjoyment of any Event;
  - (c) any object that could be used to distract, hinder or interfere with any animal or person taking part in an Event, or disrupt or interrupt any Event, whether intentionally or otherwise, such as a laser pointer device (or a device incorporating a laser pointer);
  - (d) any animals (other than, if the person is blind, deaf or otherwise suffering a disability, a guide dog);
  - (e) any whistle, loud hailer, public address system, electronic or other broadcast device or any device which may interfere with electronic or radio communications or broadcasting signals or equipment used by DARLEY or other persons authorised by DARLEY in connection with an Event;
  - (f) any fireworks, flares or distress signals;
  - (g) any item that you intend (or such quantities of the item from which DARLEY can reasonably infer that you intend) to distribute, hawk, sell, offer or expose for sale;
  - (h) any dangerous goods (as that term is defined in the *Dangerous Goods Act 1995 (Vic)*, *Occupational Health & Safety Act 2000 (NSW)* or relevant legislation);
  - (i) any object, device or substance that may be used to deface or damage any part of the Farm, such as any spray paint or permanent markers;
  - (j) any torn-up or shredded paper, confetti, rice, streamers or similar items; or
  - (k) any item (such as any article of clothing, poster or sign) bearing any image, slogan or text which is indecent, discriminatory, obscene, insulting or threatening or which may be offensive to other persons present at the Farm (as determined by DARLEY in its sole discretion).

Any consent given by DARLEY may be revoked by DARLEY at any time. If such consent is withdrawn, or if no consent was obtained, and you are found in possession of an item that is not permitted to be brought into the Farm, you will be required to immediately dispose of the offending item or leave the Farm with it via the nearest exit, unless the item is seized by the police.

16. Unless authorised beforehand by DARLEY in writing, you must not, while at the Farm:
- (a) **block any thoroughfare, such as any stairs, steps, aisle, gangway, overpass, underpass, pontoon, bridge, passage, entry or exit;**
  - (b) **act in a manner that may startle, 'spook', distract, interfere with or cause harm to any animal (including but not limited to horses) present at the Farm, or to any person in proximity to any animal present at the Farm;**
  - (c) **disrupt, interrupt or behave in any manner that may disrupt or interrupt any Event, distract, hinder or interfere with a participant in an Event or interfere with the comfort of other persons at the Farm;**
  - (d) **place any part of your body within a stable box, attempt to touch an animal or approach an animal that is not separated from you by an appropriate protection barrier;**
  - (e) **feed any animal;**
  - (f) deposit litter, except in a receptacle provided for that purpose;
  - (g) pick any flower or injure or uproot any tree, shrub, flower or other plant or disturb or interfere with any fauna;
  - (h) distribute any printed or visual matter or distribute, display or promote any advertising or promotional material or samples of goods or services;
  - (i) climb or attempt to climb or remain on any tree or structure;
  - (j) 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, fence or other structure;
  - (k) distribute, hawk, sell, offer or expose for sale any goods or services or solicit or collect subscriptions, donations, money or orders from persons present at the Farm;
  - (l) misuse, deface, damage, remove from the Farm or tamper with or attempt to misuse, deface, damage, remove from the Farm or tamper with any building, seat, chair, table, table decoration, table setting, 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 Farm;
  - (m) throw or attempt to throw any stone, bottle or other projectile;
  - (n) use offensive, indecent or obscene language or threatening or insulting words or otherwise behave in an offensive, threatening, abusive, riotous, indecent or insulting manner;

- (o) urinate or defecate otherwise than into a receptacle specifically provided for that purpose by DARLEY;
  - (p) interfere with, obstruct or hinder DARLEY, or persons authorised by DARLEY, in the exercise of their powers, functions or duties;
  - (q) operate or use a loud hailer, public address system or other broadcast device;
  - (r) use or allow a mobile phone to disrupt or annoy other persons in your vicinity;
  - (s) conduct public surveys or opinion polls without the written consent of DARLEY;
  - (t) conduct entertainment without a licence from DARLEY;
  - (u) smoke within a building or a designated “Non Smoking” area.
17. **DARLEY or persons authorised by DARLEY may, in their sole discretion, prevent you from entering the Farm or evict you from the Farm, if DARLEY or persons authorised by DARLEY reasonably believe that you are under the influence of alcohol or drugs. You agree that this clause 17 does not obligate DARLEY to undertake any monitoring or compliance methods to ensure that persons present at the Farm are not intoxicated, and DARLEY will not be responsible for the conduct of intoxicated persons who are present at the Farm, or persons who became intoxicated at the Farm, nor for any damage or injury caused by such persons. This clause 17 does not seek to exclude any legal responsibilities that DARLEY or persons authorised by DARLEY may have in relation to the responsible service of alcohol at the Farm.**
18. You agree not to hold yourself out or otherwise promote yourself or any good or service as being associated with the Farm, DARLEY, any Event or any third party associated with an Event.

### **Ticketing**

19. In respect of all tickets you receive, you must comply, and ensure that your guest(s) also comply, with these conditions and all relevant laws and regulations.
20. Tickets to the Farm must not, without the prior written consent of DARLEY, be transferred or offered for resale (by any means), resold or packaged or used for advertising, promotion or other commercial purposes (including competitions, giveaways or trade promotions) or to enhance the demand for other goods or services. If a ticket has been sold or used in breach of these conditions, the bearer of the ticket may be denied admission, and other action may be taken.
21. If you obtained your ticket other than from DARLEY, your ticket may be counterfeit or may have been reported lost or stolen. If you are in possession of a ticket which is counterfeit, or which has been reported lost or stolen, you may be refused entry or removed from the Farm at DARLEY’s sole discretion.

22. If you are requested by DARLEY, or a person authorised by DARLEY, you must produce your ticket for inspection. Tickets which are unreadable due to mutilation or damage of any kind may not be accepted. Should you fail to produce your ticket, DARLEY retains the right to remove you from the Farm.

### **Images, recordings and broadcasts**

23. Unless authorised by DARLEY in writing, you must not bring into or use within the Farm any photographic or video cameras or other equipment that DARLEY, in its absolute discretion, deems unacceptable for the purpose of clause 24 below, which may include (without limitation) camera tripods, monopods or professional photographic or video cameras or equipment, or broadcasting equipment.
24. Unless authorised by DARLEY in writing, you must not take or make any video recordings, films, still pictures, photographs or any other images within the Farm nor use, publish or distribute any images, for profit, gain, public advertisement, display or any other purpose except for the private enjoyment of the person taking or making the images. On request by DARLEY, you must immediately assign to DARLEY in writing on a royalty-free basis all intellectual property in the images and irrevocably consent to DARLEY (and any other person authorised by DARLEY) doing anything which, but for the consent, would or might infringe moral rights in the images.
25. Unless authorised by DARLEY in writing, you must not take or make any audio recordings for any purpose.
26. You will inform the Darley Marketing Manager and the Staff involved that you intend to quote or repeat, in verbatim, expanded or abridged, any comment, reading or statement in any form of media (including any site of the world wide web).

### **Privacy**

27. You acknowledge that DARLEY and third parties authorised by DARLEY may make or record film, photographs or other forms of moving picture, still picture or any of them of an Event (including, without limitation, of persons attending or viewing an Event). Unless you otherwise reach an agreement with DARLEY, you hereby grant DARLEY and third parties authorised by DARLEY permission to use photographs, film, tape, or other images or likenesses of you, in any media (including publication within and outside Australia) and for any purpose (including promotional purposes) without identification or compensation or payment of any kind. You can contact DARLEY in order to reach such an agreement.
28. DARLEY may collect personal information about you to the extent necessary for it to operate the Farm and Events and to help promote the Farm and Events. In particular, DARLEY may collect your name, address and phone number to coordinate viewing arrangements at the Farm and to conduct research, marketing and promotional activities in relation to the Farm and Events.
29. DARLEY may disclose the personal information held by DARLEY to contractors and service providers engaged by DARLEY to help the administration process, provide its services and conduct research, marketing and promotional activities on behalf of DARLEY.

30. In order to enhance security and protect the safety of persons present at the Farm, DARLEY (and contractors engaged by DARLEY) may operate surveillance equipment within the Farm, including security cameras. By entering the Farm, you consent to information about yourself (including images) being recorded by such surveillance equipment and to the DARLEY disclosing the information recorded to anyone (including (without limitation) law enforcement bodies and persons involved in relevant legal or disciplinary actions) to the extent that DARLEY deems such disclosure to be necessary so as to protect DARLEY's lawful interests, the public interest or the safety of persons or property present at the Farm.
31. You may have certain rights to access your personal information held by DARLEY and can request access by contacting DARLEY at 401 Rouchel Road, Aberdeen, NSW 2036.
32. You may access these conditions (and other conditions pertaining to the Farm) at <http://www.darley.com.au/conditions> .

### **Liability and indemnity**

33. Aside from DARLEY's liability as referred to in clause 2 and any liability that DARLEY may have for any tort committed by DARLEY or any tort committed by DARLEY's employees or agents for which DARLEY is vicariously liable at law, DARLEY will not be liable for any loss or damage suffered by you or caused by any acts or omissions of DARLEY or employees, agents or contractors of DARLEY, or any other persons present at the Farm. Subject to clause 1, any liability of DARLEY to you under these conditions or otherwise will not extend to loss of chance, profits, revenue, income, dividends or winnings or indirect or consequential loss.
34. **You indemnify DARLEY against all liability for or in respect of any claims, demands, actions, suits or proceedings, costs, expenses, loss, damage, injury or death of any person arising out of or in connection with any of your acts or omissions while at the Farm.**

### **Definitions**

In these conditions:

**Event** means any particular event or series of events on a day, comprising horse parades and/or other entertainment activities, conducted at the Farm by, or under authorisation from, DARLEY.

**Farm** means any of our properties.

**You** means the individual ticket holder/invitee/guest.

**Ticket** means any ticket or invitation (written or otherwise) allowing entry to the Farm.

**Children** means a minor under the age of 18 Years.