

## Mercedes-AMG Lounge at the FORMULA 1 QATAR AIRWAYS AUSTRALIAN GRAND PRIX 2026

### Terms and Conditions

Mercedes-Benz Australia/Pacific Pty Ltd (ABN 23 004 411 410) (“**MBAuP**”) of 44 Lexia Place, Mulgrave, Victoria 3170 is selling “**Friday Day Pass**” and “**Saturday/Sunday Weekend Pass**” tickets to attend the **Mercedes-AMG Lounge** at the FORMULA 1 QATAR AIRWAYS AUSTRALIAN GRAND PRIX 2026 held in Melbourne, Australia (“**Event**”) on Friday 6 March 2026, Saturday 7 March 2026 and Sunday 8 March 2026 (“**Pass**”).

Passes are for sale by invitation only and will be allocated on a “first come, first served” basis to invited individuals who successfully purchase and pay for a Pass (“**Purchaser**”).

Purchase of a Pass is deemed acceptance of these **Terms and Conditions**.

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1. The cost of the Friday Day Pass is AUD\$1,200.00 (incl. GST) and the cost of the Saturday/Sunday Weekend Pass is AUD\$4,750 (incl. GST). Each Pass includes:
  - (a) entry to the Event on the day of your purchased ticket on either the Friday 6 March 2026 only (for Friday Day Passes), or Saturday 7 March 2026 and Sunday 8 March 2026 (for Saturday/Sunday Weekend Passes);
  - (b) entry to the Mercedes-AMG Lounge on the day/s of your purchased ticket on either of the Friday 6 March 2026 only, or Saturday 7 March 2026 and Sunday 8 March 2026; and
  - (c) food and beverages at the Mercedes-AMG Lounge. Catering at the Mercedes-AMG Lounge is to be determined and is at MBAuP’s discretion.
2. Passes will only be available for purchase by individuals who have been invited to purchase a Pass by receiving an official invitation from MBAuP (“**Invitee**”). Invitations will be issued at MBAuP’s sole and unfettered discretion.
3. To be eligible to receive an invitation to purchase a Pass, individuals must have opted-in to receive MBAuP communications and must be a Mercedes-Benz or Mercedes-AMG owner within 5 years from the date of purchase.
4. MBAuP accepts no responsibility or liability for any error contained in the Mercedes-Benz owner database.
5. MBAuP will make best endeavours to make Passes available for purchase from 3.00pm AEDT on Thursday 18 December 2025 until sold out.
6. Passes can only be purchased from MBAuP and strictly cannot be on-sold via other on-line channels.
7. To purchase up to 10 Passes, an Invitee must access the promotional website via the Programmes section within the Motorsport page <https://www.mercedes-benz.com.au/passengercars/experience/events-partnerships/motorsport.html> (“**the Website**”), fully and properly complete the registration form, and pay in full for the Pass or Passes purchased online at time of registration.
8. Payment will be accepted by using the below payment types. Applicable merchant fees will apply:
  - Visa Credit
  - Visa Debit
  - Mastercard Credit
  - Mastercard Debit
  - Amex
  - Google Pay

- Apple Pay

9. If an Invitee does not have access to the internet, Passes can be purchased by telephoning MBAuP's contractor, *The Incentive Lab* on 1800 667 889 or via email [Mercedes-benz@theincentivelab.com](mailto:Mercedes-benz@theincentivelab.com). Each Invitee acknowledges and agrees that personal information (such as contact details and payment details) and payments will be collected and processed by MBAuP's contractor, *The Incentive Lab*, for and on behalf of MBAuP and in accordance with Australian privacy laws. This information will be collected by the Invitee's completion of the registration page found at or alternatively by telephone if an Invitee does not have access to the internet. This information is required to provide tickets and ensure that dietary requests (to the extent they can be) are complied with. If the Invitee does not provide this information then MBAuP cannot fulfil the Pass order.

A copy of MBAuP's privacy policy can be found here: <https://www.mercedes-benz.com.au/>

A copy of *The Incentive Lab's* privacy policy can be found here: <https://globetrotter.com.au/the-incentive-lab/>

10. Passes will not be allocated unless and until full payment has been received during the registration process.
11. An Invitee may purchase Passes for their friends and family subject to the following:
- (a) the Invitee must nominate the names of the users of each Pass prior to commencement of the Event during the registration process. *The Incentive Lab* will be in contact with you to confirm guest names;
  - (b) Passes will only be transferable to the persons so nominated;
  - (c) an Invitee may purchase a maximum of 6 Passes if available;
  - (d) the minimum age of all guests to attend the Mercedes-AMG Lounge is 18 years;
  - (e) use of cameras, mobile phones and the like may be prohibited in Federation Internationale de l'Automobile ("**FIA**") areas at the Event as deemed as such by the Australian Grand Prix Corporation ("**AGPC**"); and
  - (f) users of the Pass who have a pace maker, must contact security officials for assistance prior to approaching any electronic gate at the Event; and
  - (g) the Purchaser will remain responsible for any Pass purchased in accordance with these Terms and Conditions, and must ensure that any user of the Pass is aware of, agrees to and abides by these Terms and Conditions.
12. The purchase and use of any Pass is subject to and conditional upon the Purchaser, Invitee or Pass holder:
- (a) complying with these Terms and Conditions, the Attendance Conditions for the Event available at [www.grandprix.com.au](http://www.grandprix.com.au), the Event conditions (subject to final Formula One Management Limited, Fédération Internationale de l'Automobile and Victorian Government approval) and the Corporate Hospitality Conditions of AGPC for the Event which are available at entrances to the Event, upon request by calling (03) 9258 7100 or by going to the AGPC website (<http://www.grandprix.com.au/terms-conditions>);
  - (b) complying with any reasonable directions of MBAuP and any officers, agents or employees of AGPC at all times;

- (c) responsibly consuming alcohol; and
  - (d) displaying the Pass at all times whilst at the Event, failing which entry may be refused.
13. If the Event is cancelled prior to 5:00pm AEDT Thursday 29 January 2026 MBAuP will refund the purchase price of the Pass in full. The Purchaser acknowledges and agrees that MBAuP is not the organiser or host of the Event, and in particular has no control over whether the Event is cancelled, and except as set out above, MBAuP has no liability in respect of the cancellation of the Event, including without limitation for any flights, transport or accommodation booked to attend the Event.
14. In the event that a Customer notifies MBAuP that they wish to forfeit their Pass prior to close of business Thursday 19 February 2026, MBAuP will refund 90% of the cost of the Pass. In the event that a Customer notifies MBAuP that they wish to forfeit their Pass after such time, they will not be entitled to a refund.
15. Passes are not exchangeable for cash. Subject to clauses 14 and 15, to the maximum extent permitted by law and except where required by law, Passes are not refundable. No refund will be made for a Pass once redeemed in part. In particular, MBAuP accepts no liability whatsoever, and no refund will be made, if a Purchaser or user of any Pass is unable to use the Pass for any reason outside of the control of MBAuP, including but not limited to any flight or transportation delays or cancellations. Each Invitee and user of the Pass must keep the Pass safe and in good condition as MBAuP is not liable for and will not replace lost or stolen Passes.
16. By purchasing and/or using a Pass, the Purchaser and user of any Pass agrees:
- (a) to participate in and co-operate as required with all reasonable media and editorial requests relating to attendance at the Mercedes-AMG Lounge, including, but not limited to, being interviewed, photographed and/or filmed throughout the duration of the Event and associated events;
  - (b) permit their image, moving image, and/or voice or likeness, as recorded, photographed or filmed (together “**Images**”) during the Event and associated events, to appear in connection with MBAuP’s (and/or its ‘related bodies corporate’ including but not limited to Mercedes-Benz Group AG in Germany) advertising, promotion or marketing thereof, in any media whatsoever throughout the world (including but not limited to on social media sites, web pages and the Internet) and the Purchaser and user of any Pass will not be entitled to any fee or compensation for such use;
  - (c) that the AGPC, Formula One Management Limited (“**FOM**”) and third parties authorised by the AGPC may make, create, store, record, transmit, reproduce or use recordings and images (including those of Pass users) in relation to the Event. Users of the Pass by using the Pass consent to this use by FIA, FOM, AGPC and third parties authorised by them permission to use the recording, images or any likeness including sound recordings in any media including publications within and outside Victoria, Australia for any purpose without identification, compensation or payment of any kind;
  - (d) that MBAuP owns all rights, title and interest (including intellectual property rights) in the Images which MBAuP is contractually obliged to on assign to AGPC;
  - (e) to hereby assign any existing and future rights, title and property in the Images to MBAuP;
  - (f) not to challenge MBAuP’s right to use or disclose the Images as outlined in this clause 16; and
  - (g) release and indemnify MBAuP from and against any liability based on any personal, property, residual, re-use or other right which the Purchaser and any user of the Pass has by virtue of the Images or use of their name, voice and likeness.
17. All meals, accommodation, flights, transportation taxes, insurance, passports, visas, spending money, all other ancillary or related costs and expenses associated with taking the Pass are the sole responsibility of the Purchaser.
18. All travel to and from the Event and use of the Pass is at the sole risk of the Purchaser.

## Warnings and releases exclusions regarding the Event

19. **PURCHASERS, INVITEES AND PASS HOLDERS ARE REMINDED AND AGREE, ACCEPT AND ACKNOWLEDGE THAT MOTOR RACING, THE EVENT AND CERTAIN ACTIVITIES ASSOCIATED THERewith (INCLUDING, WITHOUT LIMITATION, SUPPORT CATEGORIES) ARE DANGEROUS AND ACCIDENTS CAN HAPPEN.**
20. Purchasers, Invitees and Pass holders are warned that there is a possibility of an accident causing injury, death or property damage or loss arising in any way out of the purchase of or use of the Pass or attending the Event or the Mercedes-AMG Lounge (and taking part in the Event, where applicable). Participation is at the Purchaser's, Invitees and/or Pass holders (and their companion's, where applicable) own risk. Purchasers, Invitees and/or Pass holders acknowledge that the risks arising in any way out of the purchase of or use of the Pass or attending the Event or the Mercedes-AMG Lounge (and taking part in the Event, where applicable) include but are not limited to the risk of suffering harm as a result of cars (or parts of them) colliding with other cars, persons or property.
21. Purchasers, Invitees and Pass holders acknowledge that attending the Event or the Mercedes-AMG Lounge (and taking part in the Event, where applicable) has a degree of danger and, to the extent permitted by law (in particular the *Australian Consumer Law and Fair Trading Act 2012* (Vic) and the *Competition and Consumer Act 2010* (Cth)), hereby exclude, release and forever discharge MBAuP, MBAuP's authorised agents and retailers, MBAuP's related bodies corporate, MBAuP's subcontractors, AGPC, the Crown in right of the State of Victoria, the Minister administering the *Australian Grand Prix Act 1994* (Vic) ("**Act**"), the Minister administering the *Crown Land (Reserves) Act 1978* (Vic), FIA, FOM, Formula One World Championship Limited, Formula One Licensing B.V., Formula One Asset Management Limited, Formula One Hospitality and Event Services Limited (UK), Formula One Marketing Ltd, Allsport Management S.A., CAMS, Parks Victoria, the State Sports Centres Trust, APP Corporation Pty Limited (ACN 003 764 770), Event sponsors and all other persons involved in the organisation, conduct and promotion of the Event (including officials, marshals, rescue and medical staff), the competitors and drivers (such parties to include where relevant all directors, officers, employees, agents, contractors and affiliated companies) and their respective personnel ("**Associated Entities**") from all liability for claims, loss, damage, costs or expenses arising from any personal injury or death whether arising from negligence or otherwise, arising from or connected with in any way the purchase of or use of the Pass or attending the Event or the Mercedes-AMG Lounge (and taking part in the Event, where applicable).
22. To the extent permitted by law (in particular the *Australian Consumer Law and Fair Trading Act 2012* (Vic) and the *Competition and Consumer Act 2010* (Cth)), Purchasers, Invitees and Pass holders acknowledge that, to the extent to which they participate at the Event in:
- (a) a sporting activity or similar leisure time pursuit; or
  - (b) an activity that:
    - (i) involves a significant degree of physical exertion or physical risk; and
    - (ii) is undertaken for the purposes of recreation, enjoyment or leisure,
- (**Recreational Services**), including, without limitation, attending the Event or the Mercedes-AMG Lounge, the Associated Entities do not make any warranty that the Recreational Services at the Event, including attending the Event or the Mercedes-AMG Lounge, will be provided with due care and skill or that any materials provided in connection with the Recreational Services, including attending the Event or the Mercedes-AMG Lounge, will be fit for the purposes for which they are supplied. Purchasers, Invitees and Pass holders acknowledge that, to the extent that any warranty is implied it is excluded to the full extent permitted by law.
23. **WARNING:** If the Purchaser, Invitee or Pass holder (or their companion) participates in these activities their rights to sue the supplier under the *Australian Consumer Law and Fair Trading Act 2012* (Vic) if they are killed or injured because the activities were not supplied with due care and skill or were not

reasonably fit for their purpose, are excluded, restricted or modified in the way set out in these Terms and Conditions.

24. **NOTE:** The change to the Purchaser's, Invitee's and Pass holder's rights as set out in this notice, does not apply if their death or injury is due to gross negligence on the supplier's part. "Gross negligence" is defined in the *Australian Consumer Law and Fair Trading Regulations 2012* (Vic).
25. For the purpose of Conditions 22 to 24 "the supplier" will mean and include the Associated Entities.
26. Nothing in Conditions 23 to 25 or these Terms and Conditions generally affects the Purchaser's, Invitee's or Pass holder's rights under the *Competition and Consumer Act 2010* (Cth), *Australian Consumer Law and Fair Trading Act 2012* (Vic) or similar legislation regarding implied conditions and warranties and limitations of liability to the extent that such implied conditions and warranties and limitations of liability cannot be excluded by law. Except for any liability that cannot be excluded by law (including but not limited to the Statutory Guarantees), MBAuP will not be liable for, and excludes all liability in respect of, any personal injury (including death or physical or mental illness), damage to persons or property or any other loss, damage, cost or expense whatsoever and howsoever arising (whether in tort, contract or statute or otherwise, and including in negligence) whether direct, indirect, special or consequential, arising in any way out of the purchase of or use of the Pass or attending the Event or the Mercedes-AMG Lounge.
27. Without limiting any other release or limitation of liability contained in these Terms and Conditions, the Associated Entities will not be liable for any indirect or consequential loss suffered by any Purchaser, Invitee or Pass holder caused by any acts or omissions of the Associated Entities, their directors, employees, agents and contractors arising out of or in relation to the purchase of or use of the Pass, attending the Event or the Mercedes-AMG Lounge, unless such liability cannot be excluded by law.

#### **WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012 (VIC)**

28. Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to you:
- are rendered with due care and skill; and
  - are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
  - might reasonably be expected to achieve any result you have made known to the supplier.
29. Under section 22 of the *Australian Consumer Law and Fair Trading Act 2012*, the supplier is entitled to ask you to agree that these statutory guarantees do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the *Australian Consumer Law and Fair Trading Act 2012* if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.
30. **NOTE:** The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. *Gross negligence*, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the *Australian Consumer Law and Fair Trading Regulations 2012* and section 22(3)(b) of the *Australian Consumer Law and Fair Trading Act 2012*.
31. **"Supplier"** in this respect means MBAuP.
32. Where MBAuP provides a "recreational service", MBAuP will not be liable for, and excludes all liability in respect of, any death and personal injury (including mental injury) arising out of the purchase or use of

a Pass or attendance at the Mercedes-AMG Lounge or the Event, except to the extent that the death or personal injury was caused by the gross negligence or reckless conduct of MBAuP.

33. MBAuP's decisions relating to the sale of the Passes are final, and no correspondence will be entered into.
34. If a Purchaser or any user wants to access or correct any information that MBAuP holds about them, they may contact MBAuP by e-mail at [mbaupprivacyofficer@mercedes-benz.com](mailto:mbaupprivacyofficer@mercedes-benz.com) or by phone 1300 300 896.
35. Where any clause of these Terms and Conditions is void, unenforceable, or illegal, that provision is to be read down to the extent necessary to ensure that it is not void, unenforceable or illegal. To the extent that it cannot be read down, then it is severed and the rest of the Terms and Conditions remain in force.
36. The laws of the State of Victoria, Australia govern these Terms and Conditions. The parties submit to the non-exclusive jurisdiction of the courts of Victoria, Australia.

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