

Mercedes-AMG Hospitality at the 2027 Bathurst 12 Hour
Terms and Conditions

Mercedes-Benz Australia/Pacific Pty Ltd (ABN 23 004 411 410) ("**MBAuP**") of 44 Lexia Place, Mulgrave, Victoria 3170 is selling "Saturday and Sunday Day Passes" to attend the Mercedes-AMG Hospitality Venue at the 2027 Bathurst 12 Hour at Mt Panorama Bathurst, Australia ("**Event**") on Saturday 13 February 2027 and Sunday 14 February 2027 ("**Pass**").

The Passes are available for sale by invitation only. Passes will be allocated on a "first come, first served" basis to individuals who receive an invitation and 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 Pass is AUD \$660.00 (including GST). Each Pass includes:
 - (a) entry to the Event on Saturday 13 February and Sunday 14 February 2027;
 - (b) entry to the Mercedes-AMG Hospitality Venue on Saturday 13 February and Sunday 14 February 2027;
 - (c) food and beverages at the Mercedes-AMG Hospitality Venue. Catering at the Mercedes-AMG Hospitality Venue 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 current Mercedes-AMG owner. MBAuP accepts no responsibility or liability for any error contained in the Mercedes-Benz owner database.
4. Passes will be made available for purchase from 10.30am AEDT on Monday 24 August 2026, until sold out.
5. Passes can only be purchased from MBAuP and cannot be on-sold:
 - (a) Invitees may purchase a maximum of four Passes. To purchase Passes, an Invitee must access the promotional website: <https://www.mercedes-benz.com.au/passengercars/brand/events-partnerships/motorsport/bathurst.html> ("**the Website**") and fully and properly complete the registration form and pay in full for the Pass or Passes at time of registration.
 - (b) The below payment types will be accepted. Applicable merchant fees will apply:
 - Visa Credit
 - Visa Debit

- Mastercard Credit
- Mastercard Debit
- American Express
- Google Pay
- Apple Pay
- Klarna

6. 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 event management partner – *The Incentive Lab* – for and on behalf of MBAuP and in accordance with the *Privacy Act 1988* (Cth) and the Australian Privacy Principles. This information will be collected during the Invitee's completion of the registration page found at <https://www.mercedes-benz.com.au/passengercars/brand/events-partnerships/motorsport/bathurst.html> or alternatively by telephone. This information is required to provide tickets and ensure that dietary requests (to the extent they can be) are accommodated. If the Invitee does not provide the required information, MBAuP will be unable to fulfil the purchase.

A copy of *The Incentive Lab* Privacy Policy can be found at: <https://globetrotter.com.au/contact-us/privacy-policy/>

A copy of MBAuP's Privacy Policy can be found in the footer at: <http://www.mercedes-benz.com.au>

7. During the registration process Invitee's will be asked to provide personal details. This personal data will be used to make the appropriate event arrangements for you. These details will also be confirmed back to you in initial and final confirmation emails that you will receive from *The Incentive Lab*.

In order to make the appropriate arrangements for your attendance for this event, *The Incentive Lab* is required to share certain personal details with:

- a) The event organiser (Mercedes-Benz Australia/Pacific Pty Ltd);
- b) The event suppliers for these arrangements to be made and confirmed; and
- c) The supplier of services to *The Incentive Lab* (e.g. IT service providers) where necessary for *The Incentive Lab* to process your personal information and make the relevant arrangements.

Only those personal details required by certain suppliers will be provided and will be done so using a secure method.

8. An Invitee may purchase Passes for their friends and family subject to the following:
- (a) the Invitee must nominate the names of the user of each Pass during the registration process or at least 14 days prior to commencement of the Event. *The Incentive Lab* will be in contact with you to confirm guest names if they are not provided during the initial purchase process;

- (b) Passes will only be transferable to the persons so nominated in accordance with clause 8(a) above;
 - (c) An Invitee may purchase a maximum of four (4) Passes, subject to availability;
 - (d) The minimum age of all guests to attend the Mercedes-AMG Hospitality Venue is 16 years;
 - (e) any Invitee or Pass Holder that is under 18 years of age at the time of the Event must be accompanied and supervised at all times by a parent or guardian who must be 18 years or older whilst using the Pass;
 - (f) users of the Pass who have a pacemaker 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.
9. The purchase and use of any Pass is subject to and conditional upon the Purchaser, Invitee or Pass holder:
- (a) complying with any reasonable directions of MBAuP and any officers, agents or employees of *V8 Supercar Television Pty Ltd* at all times during the Event;
 - (b) responsibly consuming alcohol; and
 - (c) displaying the Pass at all times whilst at the Event, failing which, entry may be refused.
10. Passes are not exchangeable for cash. Subject to this clause 10, refunds will be issued as follows:
- (a) in the event that a Customer notifies MBAuP that they wish to forfeit their Pass prior to close of business Friday 18 December 2026, MBAuP will refund the cost of the Pass in full.
 - (b) in the event that a Customer notifies MBAuP that they wish to forfeit their Pass from after close of business Friday 18 December 2026 until close of business Friday 15 January 2027, MBAuP will refund 90% of the cost of the Pass.
 - (c) in the event that a Customer notifies MBAuP that they wish to forfeit their Pass after close of business Friday 17 January 2027, they will not be entitled to a refund.

No refund will be made for a Pass once redeemed in part.

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.

11. 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 Hospitality Venue, 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) to hereby assign any existing and future rights, title and property in the Images to MBAuP;
 - (d) not to challenge MBAuP's right to use or disclose the Images as outlined in this clause 11;
 - (e) 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.
12. In the case of the intervention of any outside agent or event outside of MBAuP's control (such as an act of God, strike or other industrial action, war, vandalism or sabotage, adverse weather conditions, actions of the track owners, pandemic related restrictions, law or any government action) preventing or delaying MBAuP's ability to host the Mercedes-AMG Hospitality Venue at the Event, MBAuP may in its sole and absolute discretion suspend or cancel the Passes. MBAuP will inform Purchasers of its decision to suspend or cancel the Passes as soon as is reasonably practicable and will refund the Pass cost to the Purchaser.
13. All references to MBAuP or its related bodies corporate also include any MBAuP event personnel ("**Personnel**"). Related bodies corporate and the Personnel are entitled to the benefit of the exclusions and releases of liability that are expressed to benefit the related bodies corporate and Personnel as if references to MBAuP herein were references to those parties. MBAuP enters into, or otherwise accepts the benefit of, these Terms and Conditions on its own behalf and as agent of, and trustee for, the Personnel to the extent necessary to provide the benefit of the exclusions and releases of liability set out in these Terms and Conditions to the Personnel.
14. Other than as set out below, nothing in these Terms and Conditions excludes, restricts or modifies, or has the effect of excluding, restricting or modifying, the application of, or the exercise of the rights under the Australian Consumer Law, as defined in the *Competition and Consumer Law Act 2010* (Cth) ("**Statutory Guarantees**") or any liability of MBAuP or its related bodies corporate for failing to satisfy the Statutory Guarantees related to, or in connection with, the Mercedes-AMG Hospitality Venue, the Event, the sale of tickets to the Event or attendance at any Event, where to do so would have the effect of rendering the relevant provision in these Terms and Conditions void or otherwise unenforceable or would be contrary to law.
15. Except for any liability which cannot be excluded at law, MBAuP and its related bodies corporate (including Mercedes-Benz Group AG) will not be liable to any person for:

- (a) any Losses or Claims arising out of or in connection with any Death or Personal Injury which is or may be suffered as a result of a breach of the Statutory Guarantees in connection with the participation in any Event (except where the Death or Personal Injury was caused by the gross negligence or reckless conduct of MBAuP); and
- (b) any other Losses or Claims howsoever arising (whether in tort (including negligence), under contract, statute or otherwise) in connection with or in any way related to the sale or purchase of Passes to the Event, including but not limited to any Losses or Claims arising out of:
 - (i) attendance at any Event by any person;
 - (ii) participation at any Event by any person;
 - (iii) failure by any person to receive an Invitation or purchase a ticket to any Event;
 - (iv) suspension or cancellation of any Event; or
 - (v) any technical difficulties, third party interference or equipment malfunction (whether or not under MBAuP's or its related bodies corporate's (including MBNZ) control) associated with the software application which is used to enable applicants to purchase a ticket.

- 16. 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.
- 17. All travel and use of the Pass is at the sole risk of the Purchaser.
- 18. 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 Hospitality Venue or the Event, except to the extent that the death or personal injury was caused by the gross negligence or reckless conduct of MBAuP.
- 19. MBAuP's decisions relating to the sale of the Passes are final, and no correspondence will be entered into.
- 20. 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.
- 21. 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.
- 22. 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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