



CLIFFORD PARK  
HOME OF THE TOOWOOMBA TURF CLUB

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# CLIFFORD PARK

## CONDITIONS OF TICKETING AND ENTRY



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CLIFFORD PARK RACECOURSE, PO BOX 6037, TOOWOOMBA WEST QLD 4350

 07 4634 6066  07 4633 1256  [www.cliffordpark.com.au](http://www.cliffordpark.com.au)  [reception@cliffordpark.com.au](mailto:reception@cliffordpark.com.au)



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## Table of Contents

GENERAL.....	3
CONDITIONS OF ENTRY .....	3
COURSE CONDITIONS .....	3
CONDITIONS OF TICKETING .....	3
ON-SELLING .....	4
CANCELLATION AND REFUND POLICY AND CONDITIONS .....	4
LIABILITY AND INDEMNITY .....	4
USE OF IMAGES AND MATERIAL CREATED AT THE RACECOURSE .....	5
BREACH OF A CONDITION .....	5
PRIVACY .....	6
PROHIBITED GOODS.....	7
PROHIBITED BEHAVIOUR, CONDUCT AND ACTIVITIES .....	8



## **GENERAL**

1. Your entry to Clifford Park Racecourse (including the car park) located off Hursley Road (“**Racecourse**”) is subject to these terms and conditions of entry (“**Conditions**”).

2. It is your responsibility to inform yourself of these Conditions. By entering the Racecourse, or possessing a ticket for entry to the Racecourse, you are deemed to have accepted and understood as binding on you these Conditions and any accompanying risks, obligations and responsibilities.

## **CONDITIONS OF ENTRY**

3. Clifford Park reserves the right to refuse entry to or remove any person from the Racecourse.

4. No person under the age of 18 years is permitted entry without the accompaniment of an adult. If you bring children to the Racecourse, you are responsible for the care, conduct and supervision of those children at all times and must keep those children within your sight at all times.

5. Clifford Park prohibits certain goods from being brought into the Racecourse. A current list of these goods is listed in the attachment titled “Prohibited Goods”. Clifford Park reserves the right to add to or change this list at any time.

6. You must comply with all laws and any reasonable directions given to you by Clifford Park, including any emergency evacuation or procedure or any other occupational health and safety requirement. Clifford Park may search you and any goods in your possession or control to determine whether you have complied with clause 5.

## **COURSE CONDITIONS**

7. Clifford Park prohibits certain behaviour, conduct and activities at the Racecourse. A current list of the prohibited behaviour, conduct and activities is listed in the attachment headed “Prohibited Behaviour, Conduct and Activities”. Clifford Park reserves the right to add to or change this list at any time.

8. You are responsible for your own property (including, without limitation, any motor vehicle) and Clifford Park will not be liable for loss, damage to or theft of any property brought to the Racecourse.

## **CONDITIONS OF TICKETING**

9. No admission tickets will be issued until full payment is received and all funds cleared.

10. Clifford Park does not accept any responsibility for lost or stolen admission tickets.



11. You must keep a record of the printed number on each ticket. If tickets are lost or stolen prior to the day of the event, Clifford Park will replace the lost or stolen tickets on supply of the ticket number and valid identification.

12. You must make arrangements to collect replacement tickets from the nominated ticket provider prior to the event.

13. Clifford Park will refuse entry on presentation of photocopied tickets, unless this is in accordance with a Clifford Park approved arrangement for the distribution of tickets.

14. Unless you hold an appropriate admission ticket for entry to a reserved area (including, without limitation, members' areas and corporate marquees) or a ticket for a reserved seat, you must not enter a reserved area or occupy a reserved seat.

15. If you hold an admission ticket for entry to a reserved area (including, without limitation, members' areas and corporate marquees) or a ticket for a reserved seat, you must not enter a reserved area or occupy a reserved seat other than the area or seat indicated on your admission ticket.

#### **ON-SELLING**

16. You are not permitted to sell or on-sell your ticket (by any means) without the prior written approval of Clifford Park.

17. The holder of a ticket which has been offered for re-sale, or which has been purchased by way of on-sale without Clifford Park's approval, may be refused entry or removed from the Racecourse.

#### **CANCELLATION AND REFUND POLICY AND CONDITIONS**

18. The schedule for any thoroughbred racing event ("**Event**") held at the Racecourse and the proposed format for its conduct are subject to change.

19. If an Event is cancelled before the scheduled commencement time, it may be rescheduled and you will be offered an admission ticket to the rescheduled Event or a refund of the cost of your admission ticket.

20. If you experience a change in personal circumstances and are unable to attend the Event, then upon application Clifford Park will provide you with a complimentary ticket/s of an equivalent value to an upcoming Event. If requested, Clifford Park may provide you with a refund. This will be determined at Clifford Park's sole discretion on a case by case basis and if reasonable notice is provided.

#### **LIABILITY AND INDEMNITY**

21. There are certain risks associated with your attendance at the Racecourse. This



includes the possibility of an accident causing death, injury, damage or loss of property and harm caused as a result of an incident involving or arising from the movement of horses, the consumption of alcohol or the behaviour or conduct of other patrons. Furthermore, Clifford Park makes no representations regarding the weather conditions, shelter at the Racecourse or your level of comfort while at the Racecourse.

22. You indemnify and agree to keep indemnified Clifford Park and its employees, contractors and agents against any liability for any claim, loss (including pure economic loss), damage, costs and expenses arising from your acts or omissions at the Racecourse. Clifford Park's liability to you is limited to any loss or damage caused by Clifford Park's negligent acts or omission.

23. Under no circumstances whatsoever will Clifford Park accept liability for any loss suffered by you as a result of the cancellation or postponement of any Event held at the Racecourse or for any expectation damages associated with your attendance at the Racecourse, including without limitation, damages on the basis of loss of chance or opportunity.

#### **USE OF IMAGES AND MATERIAL CREATED AT THE RACECOURSE**

24. You acknowledge that you may be filmed, televised, photographed and otherwise recorded by Clifford Park and its authorised representatives while at the Racecourse. Clifford Park owns all rights to these images and material, including without limitation intellectual property rights, and has the right to reproduce these images and material as it sees fit.

25. You must obtain Clifford Park's prior written approval, which may be subject to conditions (including the payment of money) before using, publishing, broadcasting or distributing any images or material created at the Racecourse (for example video recording and photographs) for the purpose of profit, gain, public advertisement, display or for any use other than private enjoyment.

#### **BREACH OF A CONDITION**

26. Clifford Park reserves the right in its sole discretion to:

- (a) prohibit entry to the Racecourse to ensure compliance with these Conditions;
- (b) expel you from the Racecourse;
- (c) search any person to determine whether you have a prohibited good and require you to surrender and confiscate any goods in contravention of these Conditions and retain or dispose of such goods;
- (d) confiscate or cancel your admission ticket; and
- (e) impose any other lawful penalty it deems appropriate.

27. Clifford Park may prohibit you from entering or expel you from the Racecourse using reasonable force if it considers you are in breach of a Condition or if it considers that you are intoxicated or under the influence of illicit substances, in



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possession of a prohibited substance or acting in a manner detrimental to the enjoyment of other patrons.

**PRIVACY**

28. Clifford Park recognises the importance of your privacy. For further information on our privacy policy, please contact Clifford Park Administration Office on (07) 4634 6066.



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## **PROHIBITED GOODS**

- liquor or any alcoholic beverages
- glass objects
- cans
- opened beverage containers
- drink coolers, ice boxes or eskies
- firearms, knives or any other implement that may be used as a weapon or used in a way which affects the safety of those in the Racecourse, damages property, or interferes with the comfort of patrons at the Racecourse
- flares or other explosives or flammable goods or equipment
- laser lights or laser pointers
- musical instruments
- whistles
- rollerblades, skateboards or scooters
- torn up paper, confetti, rice or streamers
- sporting goods such as footballs, soccer balls or tennis balls
- folding or camp chairs or tables
- animals (except if you are blind, deaf or otherwise have a disability, an animal used for your assistance)
- any other objects, device or substance that may be used to deface or damage any part of the Racecourse or which, in the opinion of the Clifford Park, has the potential to cause injury, offence, embarrassment or disturbance to any other person.



## **PROHIBITED BEHAVIOUR, CONDUCT AND ACTIVITIES**

You must not, in or around the Racecourse engage in the following prohibited behaviour, conduct and activities.

- Litter
- Throw or attempt to throw objects
- Advertise, offer or expose for sale any goods or articles or bring and goods, articles, utensils or appliances which you intend to advertise, offer or expose for sale
- Post, stick or place or attempt to post, stick or place any printed material on any part of the Racecourse without the prior written consent of Clifford Park
- Block any thoroughfare including, without limitation, any stairs, steps, aisle, gangway, overpass, underpass, bridge, passage, entry or exit
- Misuse, deface, damage, remove from the Racecourse or tamper with or attempt to misuse, deface, damage, remove from the Racecourse or tamper with any building, animal or thing
- Inflate, or cause to inflate, any item or good
- Use indecent or obscene language or threatening or insulting words, or otherwise behave in a threatening, abusive, riotous, indecent or insulting manner or act in a manner detrimental to the enjoyment of other patrons.
- Use a loud speaker, public address system or other broadcast device without prior written consent of Clifford Park
- Interfere with, obstruct or hinder any employees, agents or contractors of Clifford Park in the exercise of his or her powers, functions or duties
- Conduct entertainment without the prior written consent of Clifford Park
- Conduct surveys or opinion polls, solicit money, donations or subscriptions from patrons, without the prior written consent of Clifford Park
- Use photographic, video or audio recording equipment in areas where such use is prohibited
- Smoke in areas that are not identified as designated smoking areas (DOSAs)
- Communicate information relating to estimated or actual betting odds by any means to any person not on the Racecourse
- Enter the non-public access areas of the Racecourse, including the physical racetrack, stalls or any area which is cordoned off or to which signage prohibits entry, unless displaying the appropriate license or authorised by a Clifford Park manager or employee to do so
- Clifford Park adopts a responsible service of alcohol policy. A person under the age of 18 years must not attempt to obtain admission onto the licensed areas of the Racecourse, unless accompanied by a spouse, parent or guardian. You must not supply underage patrons with alcohol.