

**TERMS AND CONDITIONS OF SALE**  
**AMG Spirit at Sandown Raceway**  
**18 September 2019 and 22 October 2019**

1. Mercedes-Benz Australia/Pacific Pty Ltd (ABN 23 004 411 410) of 44 Lexia Place, Mulgrave, VIC 3170 Australia (“**MBAuP**”) will hold two AMG Spirit Drive Days at Sandown Raceway, VIC, Australia on 18 September 2019 and 22 October 2019 (the “**Events**”, or each an “**Event**”).
2. Invitations will be issued to Eligible Applicants and tickets to the Events will be made available for sale and allocated until ticket allocations are exhausted (on a “first in” basis) as follows:
  - (a) first in time to Australian AMG Owners and New Zealand AMG Owners during the AMG Owners Period;
  - (b) first in time to the public commencing on 23 January 2019 until allocations are exhausted;
3. The cost of each ticket is AUD\$980 inclusive of GST for Eligible Applicants and AUD\$1,200 inclusive of GST for the public, with lunch and soft drinks provided. All purchases must be made in Australian dollars.
4. During the registration process you 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 an initial and final confirmation email that you will receive from our service provider CiEvents.

In order to make the appropriate arrangements for your attendance for this event we are required to share certain personal details with:

- (a) the event organiser (our client);
- (b) our event suppliers for these arrangements to be made and confirmed; and
- (c) suppliers of services to us (e.g. IT service providers) where necessary for us to process your personal information and make the relevant arrangements.

Only those personal details required for certain suppliers will be passed along in a secure method.

5. MBAuP, in its sole, absolute and unfettered discretion, reserves the right to verify the details of any purchaser of a ticket. MBAuP may cancel any tickets where a ticket purchase has not been made in accordance with these Terms and Conditions and MBAuP will not be liable other than to refund any purchase price paid.
6. There are 40 tickets per Event. Eligible Applicants and the public may purchase a maximum of one ticket for either themselves or their nominee.
7. To purchase a ticket for an Event, all ticket purchasers must access the promotional website using information specified in the Invitation, select the Event that the individual wishes to attend, fully and properly complete the registration form and irrevocably pay in full for the ticket either:
  - (a) online at time of registration by a method permitted by the promotional website; or
  - (b) if an individual elects to receive an invoice via email or mail, within 7 days of the date of the invoice.
8. Where a ticket purchaser does not pay the ticket purchase price within the required period above, the sale of the ticket will be deemed to be cancelled and the ticket will be reallocated to another ticket purchaser.
9. Tickets will not be allocated unless and until full and irrevocable payment has been received. Each purchaser acknowledges and agrees that registrations and payments will be processed and

collected by MBAuP's contractor, CiEvents Australia, on behalf of MBAuP and each purchaser consents to the disclosure and use of their personal information to and by CiEvents Australia, its employees and its agents for that purpose.

10. To receive an Invitation, Eligible Applicants must have opted-in to receive direct marketing communications via email from MBAuP or Mercedes-Benz New Zealand Ltd ("**MBNZ**") (as applicable). Eligible Applicants may contact MBAuP, MBNZ or the Mercedes-Benz authorised dealership where their vehicle was purchased (as applicable) to update their contact details and communication preferences at any time. Neither MBAuP nor its related bodies corporate (including MBNZ) are liable where an Eligible Applicant fails to receive an Invitation.
11. Ticket purchases must be for the personal use of the ticket purchaser, Eligible Applicant and/or their nominee. Tickets are not transferable or exchangeable. MBAuP may refuse to permit a ticket holder to participate in the Event if the ticket holder is not the person registered to attend the Event. Ticket holders must present their Event confirmation letter to gain entry into the Event.
12. Each ticket holder attending the Event must hold a current and valid full Australian, New Zealand, International Driving Permit and/or overseas driver's licence (that is not suspended) and provide evidence of this to MBAuP's representative on location prior to participation in the Event. Probationary and learner drivers and drivers on restricted licences are not permitted to take part in the Event.
13. The purchase of any ticket and participation in the Event is subject to each ticket holder:
  - (a) complying with all conditions of entry imposed by Sandown Raceway, the track owner or operator (including duly executing any document containing a waiver and/or indemnity in such form as is provided); providing to MBAuP a properly signing and witnessed Deed of Release in the form provided by MBAuP prior to taking part in the Program; and
  - (b) complying with any reasonable directions of MBAuP.
14. A copy of the deed of release that each ticket holder will be required to sign is available upon request by emailing [amg\\_club@daimler.com](mailto:amg_club@daimler.com) or by phoning Nadine Young (03) 9566 6471. Conditions include, without limitation:
  - (a) participation in the Event is at the participant's own risk and MBAuP will be released from all liability to the extent permitted by law, including for injury to or death of the participant to the extent permitted by the *Competition and Consumer Act 2010*;
  - (b) to indemnify MBAuP against loss or damage caused to MBAuP, other participants or any third party due to acts or omissions of the participant;
  - (c) to follow the rules, conditions, directions and signs given or shown to participants during the Event;
  - (d) not to operate, drive or be in charge of any vehicle during the Event whilst under the influence of any intoxicating liquor or any other drug;
  - (e) to drive safely and not unnecessarily put themselves, any other person or property at risk of damage, death or injury; MBAuP reserves the right terminate or restrict a participant's participation in the Event if MBAuP considers that the participant may endanger any person or property.
15. Any and all accommodation, flights, taxes, insurance, passports, visas, transfers to and from the location of the Event, spending money, all other ancillary or related costs and expenses associated with attempting to participate or attending the Event are not included in the ticket price and are the sole responsibility of the ticket holder.
16. If a ticket holder intends to cancel his or her scheduled attendance at the Event then he or she must inform MBAuP in writing of that intention to [amg\\_club@daimler.com](mailto:amg_club@daimler.com) or Nadine Young, Mercedes-Benz Australia/Pacific Pty Ltd, 44 Lexia Place, Mulgrave, 3170, Vic, Australia.

17. If:
  - (a) written notice is received by MBAuP of the cancellation at least 1 month prior to the commencement of the Event, MBAuP will provide the ticket holder with a full refund of the ticket price;
  - (b) written notice is received by MBAuP of the cancellation up to 14 days prior to the commencement of the Event, MBAuP will provide the ticket holder with a 50% refund of the ticket price;
  - (c) written notice is either not provided by a ticket holder or s/he cancels within 14 days of the Event or fails to attend the Event, no refund will be given except where required by law.
18. 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 owner, law or any government action) preventing or delaying MBAuP's ability to conduct an Event, MBAuP may in its sole and absolute discretion suspend or cancel the Event. MBAuP will inform applicants and/or ticket holders of its decision to suspend or cancel the Event.
19. Where an Event is suspended or canceled, or cannot be held or completed for any reason whatsoever, MBAuP will in its sole and absolute discretion either refund the unused portion of the ticket purchase price for the affected Event or substitute the affected Event with another AMG drive day event to be held during the following year or at another location, subject to ticket availability. Applicants acknowledge that, to the full extent permitted by law, neither MBAuP nor its related bodies corporate (including MBNZ) will have any other liability of any nature whatsoever to any applicant or ticket holder in respect of MBAuP's failure to hold the Event, including but not limited to any expenses incurred in obtaining flights and/or accommodation to attend the Event.
20. By attending the Event, the ticket holder agrees to participate in and co-operate as required with all reasonable media editorial requests relating to the "Festival of AMG" and the Event including, but not limited to, being interviewed, photographed and/or filmed throughout the duration of the Event. Each ticket holder attending the Event agrees and permits their image and/or voice, as recorded, photographed or filmed during the ticket holder's participation in the "Festival of AMG" and the Event, to appear in connection with MBAuP's (and/or one or more of its 'related bodies corporate' including Daimler AG or MBNZ) advertising, promotion or marketing thereof, in any media whatsoever throughout the world and the ticket holder will not be entitled to any fee or compensation for such use.
21. MBAuP collects personal information from ticket purchasers in order to conduct the "Festival of AMG" Events including the Event and for marketing and promotional purposes, and may, for these purposes, disclose such information to third parties, including, but not limited to, agents, contractors, service providers, offer suppliers, related companies (including, but not limited to, MBNZ) and as required, to Australian or New Zealand regulatory authorities. Individuals have the right to access their personal information and request correction of that information by contacting MBAuP at the address in clause 1.
22. Except for any liability which cannot be excluded at law, MBAuP and its related bodies corporate (including MBNZ) 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 any one or more of the 'Festival of AMG', the sale or purchase of the tickets to an Event, or 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.
23. All references to MBAuP or its related bodies corporate (including MBNZ) also include the Personnel. Related bodies corporate (including MBNZ) 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.
24. Other than as set out above, 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 the rights under:
- (a) the Australian Consumer Law, as defined in the Competition and Consumer Law Act 2010 (Cth); or
  - (b) the Consumer Guarantees Act 1993 (NZ) or Fair Trading Act 1986 (NZ), (together "**Statutory Guarantees**"),
- or any liability of MBAuP or its related bodies corporate (including MBNZ) for failing to satisfy the Statutory Guarantees related to, or in connection with, the Festival of AMG, the sale of tickets to any 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.

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

Under the Australian Consumer Law, several Statutory Guarantees apply to the supply of certain goods and services. These Statutory 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.

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.

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*.

25. MBAuP's decisions relating to the sale of tickets and the Events are final, and no correspondence will be entered into.
26. Vehicles are covered by comprehensive motor vehicle insurance, and are subject to an excess in respect of any loss or damage. Where the Participant causes loss or damage to a Vehicle, the Participant may, at MBAuP's sole and unfettered discretion, be required to pay to MBAuP the amount of any applicable insurance excesses upon request (or an amount up to the amount of the insurance excesses, where the cost of repair is less than the applicable excesses). Current

information regarding applicable insurance excesses can be obtained by emailing [amg\\_club@daimler.com](mailto:amg_club@daimler.com).

27. 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.
28. If any provision in these Terms and Conditions is held to be illegal, invalid, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, voidable or unenforceable. If it is not possible to read down a provision as required in this clause that provision is to be severed to the extent necessary without affecting the validity or enforceability of the remaining part of that provision or the other provisions in this document, and the rest of these Terms and Conditions remain in force.
29. The following definitions apply to these terms and conditions:
- (a) **“AMG Club Period”** means from 12 noon AEDT on 23 January 2019 until exhaustion of ticket allocations.
  - (b) **“Australian AMG Club Member”** means an Eligible Applicant who is also a currently registered member of the AMG Club in Australia.
  - (c) **“Claim”** means any claim, allegation, suit, action, demand, cause of action or proceeding, irrespective of when or howsoever it arises, whether or not it is present or future or actual or contingent, whether or not it is fixed or unascertained, or whether or not it is at law (including under contract or tort, including for negligence), in equity or under statute;
  - (d) **“Death or Personal Injury”** has the meaning in section 139A(3) of the *Competition and Consumer Act 2010* (Cth) or section 32N of the *Fair Trading Act 1986* (Vic) (as may be applicable), and includes physical injury and mental injury;
  - (e) **“Eligible Applicant”** means a person who:
    - i. is the current owner of a Mercedes-Benz vehicle which MBAuP’s and MBNZ’s (as may be applicable) records reveal was purchased from an authorised Mercedes-Benz dealership in Australia or New Zealand;
    - ii. holds a current and valid full Australian, New Zealand, International Driving Permit and/or overseas driver’s licence (that is not suspended);
    - iii. has received an Invitation; and
    - iv. is 22 years of age or over.
  - (f) **“Invitation”** means an official invitation from MBAuP or MBNZ (as applicable) inviting the personally addressed individual to purchase a ticket to attend the “Festival of AMG” Events.
  - (g) **“Losses”** means any damages, obligations, liabilities, costs, expenses or losses, including, without limitation, reasonable legal fees and expenses, court costs, arbitration fees, penalties, fines, and amounts paid in settlement of claims of any nature whatsoever;
  - (h) **“AMG Owner”** means an Eligible Applicant who has:
    - i. purchased a Mercedes-Benz passenger vehicle from an authorised Mercedes-Benz dealership either:
      - 1. in Australia, within five years prior to the date of the Event; or
      - 2. in New Zealand, within five years prior to the date of the Event; and
    - ii. completed the “Lifestyle Survey”, indicating an interest in drive days.
  - (i) **“Mercedes-Benz Owner”** means an Eligible Applicant who has:
    - i. purchased a Mercedes-Benz passenger vehicle from an authorised Mercedes-Benz dealership either:

1. in Australia, within eight years prior to the date of the Event; or
- ii. completed the “Lifestyle Survey”, indicating an interest in drive days.

(j) **“AMG Owners Period”** means 12 noon AEDT on 23 January 2019 until exhaustion of ticket allocations.

(k) **“Mercedes-Benz Owners Period”** means from 12 noon AEDT on 3 May until exhaustion of ticket allocations.

(l) **“NZ AMG Owner”** is an Eligible Applicant who is also the current owner of an AMG passenger vehicle which was purchased from an authorised Mercedes-Benz dealership in New Zealand within the five years prior to the date of the Event.

(m) **“Personnel”** means MBNZ, any related bodies corporate of MBAuP or MBNZ, and any employees, directors, advisors, agents, affiliates, dealers and subcontractors of any or more of MBAuP, MBNZ or any related bodies corporate of MBNZ or MBAuP.

30. Purchase of a ticket to an Event is deemed acceptance of these Terms and Conditions.