



2021 MEMBERSHIP FAQ **TERMS AND CONDITIONS**



MEMBERSHIP **GENERAL TERMS & CONDITIONS**

Valid as at January 1, 2021

1. ARDC Membership - Primary Categories

- a) There are currently eight (8) main Membership category tiers:
 - i) Car Competitor
 - ii) Bike Competitor
 - iii) Car Enthusiast
 - iv) Bike Enthusiast
 - v) Enthusiast Plus
 - vi) Race Official
 - vii) Local Hero (Frontline workers and first responders)
 - viii) Pit Crew (Reciprocal Rights Member*)

2. ARDC Membership - Sub Categories

- a) Within the above there are several sub-categories which the ARDC uses primarily to assign Annual Membership Fees. They are:
 - i) Life Members
 - ii) Honorary Members
 - iii) Concession Members*

^{*}Only members of Stadium Australia Club or approved Members of any other Club with which the ARDC may establish reciprocal rights arrangements may apply for "Pit Crew" Membership.

^{*}Concessions accepted for ARDC Membership: Aged Pension; Disability Pension; Full Time Students 13-17 years (must show Student ID). Proof of Concession must be available at the time of purchase and shown upon entry to SMSP. Valid Concessions do not include Seniors Card, Tertiary students, Widow Pension, Unemployed, SingleParent Pension.



3. Membership Definitions

a) <u>ARDC Foundation Member.</u> The ARDC specially recognises all long serving Members that were financial up until November 2011. Foundation Members are identified as having a Membership Number within the range 0 – 3200.

b) ARDC Youth Concession Member.

- i) Competitor Categories.
 - (1) Bike Membership, youth must be between 7-17 years per Motorcycling NSW.
 - (2) **Car Membership**, youth must be between 12-17 years per Motorsport Australia (MA).

Remember too that even to be a Youth Competitor Member, the applicant must be a past or present holder of a Motorsport Australia or Motorcycle Australia or AASA Licence.

ii) For Enthusiast Categories, Youth Membership for the Enthusiast category comes into effect for those aged 16 years and over but under 18.

Note that many events at Sydney Motorsport Park offer complimentary access for children 15 years of age and under (when accompanied by a ticketed adult or ARDC Member).

c) ARDC Competitor.

The applicant must be a present holder of Motorsport Australia (MA) or Motorcycle Australia (MA) or AASA Licence to be deemed a Competitor for the purposes of ARDC Membership. Competitor Members will find that their benefits include many track and race related offers including discounted track and/or ride days; discounted race entry fees and similar. Competitor Membership categories feature a significant amount of complimentary access entries to ticketed events at Sydney Motorsport Park; a Guest Pass for Category A events (see Point 6), plus a raft of other fantastic benefits



d) ARDC Enthusiast/Enthusiast Plus.

The Enthusiast Membership is better suited to those who do not race or ride competitively; and therefore, this Membership category is less expensive.

Enthusiast Membership features a significant amount of complimentary access entries to ticketed events at Sydney Motorsport Park; plus, a raft of other fantastic benefits.

Enthusiast Members with membership numbers 3200 and above do not get a Guest Pass (See point 3a), however the Enthusiast Plus Members gain all the benefits of an Enthusiast Membership plus two (2) guest passes to Category A Events (see Point 6).

4. Applying for Membership

- a) ARDC Membership is made available by The Australian Racing Drivers' Club ("ARDC") (ABN 85 000 110 609).
- b) These general terms and conditions as well as ARDC Member benefits may vary from time to time and are subject to change by the ARDC at its absolute discretion without prior notice. The ARDC is not liable to any Member for any injury, loss or damage in these circumstances.
- c) These terms and conditions are binding on all Members of the ARDC regardless of the date on which the Member has joined, or the manner in which they joined.
- d) These terms constitute the entire agreement between the ARDC Member and the ARDC and cannot be waived or varied without approval in writing from the ARDC.
- e) By submitting a completed Membership Application, current or prospective Members
 - i) confirm their desire to become an Ordinary (Full) Member of the Australian Racing Drivers Club Limited ("ARDC"); and request that the ARDC enter their name on the Register of Members accordingly, and
 - ii) thereby agree to be bound by the ARDC Constitution and any Rules, Regulations and By-laws of the Club from time to time in force and;
 - iii) accept that they are also aware that any false detail provided may result in nonacceptance or termination of their Membership.
- f) By joining the ARDC Members agree to be bound by these terms and conditions.

Can I join the ARDC on the day?

a) Generally speaking, ARDC Memberships are processed:



- i) Online at ardc.com.au (24/7); or
- ii) At the ARDC Administration Office (M-F) during normal office hours.

b) Membership Card processing

i) If ordering online or applying in person your new digital Membership Cards will take up to 10 days to receive via text message prompting you to download and install your card to your mobile wallet. Members without mobile devices can contact the ARDC to request a plastic card which will take up to 14 days to receive by post.

2. Membership Entitlements

- a) The Membership entitlements are set out in the most recently published Membership information ardc.com.au.
- b) Members acknowledge that published "Member Values" are indicative only and are based on an example usage of available rights and privileges.
- c) Member Benefits are as set by the ARDC according to Membership status, type or level.
- d) ARDC Member benefits are not transferable nor redeemable for cash. The ARDC may also substitute benefits for equivalent value.
- e) The ARDC shall not be liable in any way if Member benefits are unavailable for any reason.
- f) All special offers made by affiliate partners of the ARDC to ARDC Members are made directly by such affiliate partners to ARDC Members <u>independent of the ARDC</u> and can be withdrawn or changed by the affiliate partner without notice.
- g) Members acknowledge that published benefits
 - are or maybe time specific and are, or maybe offered strictly on a "use it or lose it basis"; and/or
 - ii) are strictly subject to slot availability; including but not limited to discounted Track Days or Driver Training Sessions.
 - iii) are subject to other usage limitations; including limitations regarding which events Foundation Members or Competitor Members can use their Guest Pass Cards.
 - iv) Bookings to be made within Membership Year for slots within Membership Year.
- h) Noting Clause 2 (g) above
 - the ARDC shall not be responsible for a Member not being able to take advantage of any offer
 - ii) Early bookings are encouraged and recommended.
- i) Ticket Access to events at Sydney Motorsport Park.



- Ticket Access to events at Sydney Motorsport Park are an important and valuable Member benefit.
- ii) By acknowledging these terms and conditions the Member accepts the following notes regarding Member and Member Guest access to events at Sydney Motorsport Park
 - (1) Events at Sydney Motorsport Park are identified as being Category "A" and Category "B" type events
 - (2) Category A events allow complimentary General Admission access (only) to the ARDC Member (and their Guest if they hold a valid Guest Pass Card). Complimentary Entry to Guest Card holder are at the discretion of the Event Promoter.
 - Communication of eligibility will be communicated to members prior to an event.
 - Membership must be paid in full no later than two (2) week prior to the desired event in order to process the Membership and ensure access to the event. Complimentary access refers to individual ticket access only, and does not include complimentary onsite parking unless otherwise advised by the ARDC on a case by case basis.
 - (a) Examples of Category "A" events at Sydney Motorsport Park in 2018 include but may not be limited to Australian Muscle Car Masters, Shannon's Nationals, Australasian Superbike Championship, Roll Racing and CMC Shannon's Sydney Classic.
 - (3) Category "B" events are where complimentary ticket access for Members is not available, or there is a condition on complimentary access for ARDC Members, ie Complimentary access is allowed for the Member, but does not allow for complimentary Guest access, regardless of whether a Guest Card has been issued.
 - Please note that whether an event promoter allows for both Member and Guest it is entirely at the discretion of the event promoter. However the ARDC will use best endeavours to negotiate special offers for Members to these events. The ARDC will clearly note any events throughout 2021-22 that are designated Category "B" in advance to allow for Members to take advantage of any available special offers.
 - (4) Members are directed to ardc.com.au or to call the ARDC on (02) 9672 1000 to confirm which category your desired event is rated to avoid disappointment.



(5) Whilst noting clauses 2) b) and c) above, the ARDC will use best endeavours to deliver the entitlements as described or a suitable alternative will be arranged where possible.

ARDC Membership Card

- a) Members shall receive an ARDC digital Membership Card following successful renewal or new registration.
- b) The ARDC is not responsible for stolen or lost cards that are used fraudulently.
- c) The ARDC digital Member Card is not a debit, credit or charge card.
- d) ARDC Membership Cards remain the property of the ARDC at all times and must be returned to the ARDC on the request of the ARDC.

3. ARDC Guest Pass Cards

- a) Eligible Members for allocation of Guest Pass Cards are:
 - Foundation Members (those whose Membership number is numbered 3200 and below) and
 - ii) Competitor Members.
 - iii) Enthusiast Plus Members
 - iv) Race Officials
- b) Eligible Members may only use their Guest Pass Cards to bring Guests for free to Category "A" events only. Note also certain Guest Pass restrictions that may occur in certain events (Refer Clause 5, (ii), 2 (a) above)
- c) Eligible Members are also restricted to bringing only (a) one Guest per card per event to such Category "A" events. For the avoidance of doubt this means a Member with a Guest Pass Card can bring themselves and one guest to a Category "A" event for free, and must have their Membership and Guest Cards with them at all times.

4. Voting rights or ownership entitlement

- a) Any Member who is designated as having voting entitlements; and is financial as at the time of the Annual General Meeting is eligible to vote.
- b) Voting entitlements are currently restricted to the following ARDC Membership categories;



- i. Foundation Members #3200 and below
- ii. Competitor Members; including Life Members; Adult; AdultSpouse/Partner Members; Adult Concession Members; Adult ConcessionSpouse/Partner Members;
- iii. Non-Competitor Members (including Race Officials; ARDC Executive & ARDC Staff)

5. Voting entitlements (restricted)

- a) Voting entitlements are currently excluded from the following ARDC Membership categories
 - i) Honorary Members or Youth Members
 - ii) Enthusiast Members 3201 and above as well as Reciprocal Rights Membership holders (Pit Crew).
- b) ARDC reserves its rights; in accordance with its applicable Constitution at the time and as so allowed; to alter and/or amend the voting rights of Members within its various Member levels; from time to time.
- c) Membership should not be mistaken for membership in the sense of being a shareholder or equity holder in the ARDC. As such Membership does not give rise to an entitlement to any other voting rights not specified above or ownership.

6. Code of Conduct

- a) ARDC believes that all Members have the right to enjoy the rights and privileges in a safe and supportive environment. To this end the ARDC require all Members to follow any published ARDC Code of Conduct or similar document or communication applicable for Track; Ride; Private Practice or actual Race Events; as well as in attendance at Sydney Motorsport Park as a Guest or Spectator.
- b) The ARDC reserves the right to suspend or terminate Membership where the Member's conduct harms or is likely to harm the reputation of the ARDC or causes or is likely to cause an unsafe environment, and whether this conduct is or is not identified within any published Code of Conduct. The decision is such matters will remain solely with the ARDC.
- c) All Members are ambassadors for the ARDC and Australian Motorsport and as such should conduct themselves in a way that reflects our values and promotes the ARDC.



7. Privacy

a) The privacy of your personal information as a member of the ARDC is important to us. The ARDC's Privacy Statement and Policy is available on our website ardc.com.au or can be obtained directly from the ARDC.

8. Marketing & Promotions

- a) Members who join the ARDC agree to receive ongoing mail and electronic mail from the ARDC and its associated entities. This may include newsletters, catalogues, special promotions, email messages, SMS messages etc.
- b) ARDC Members do have the option to unsubscribe to any non-membership specific* communication by selecting unsubscribe at the bottom of the received email.

9. Photography Waiver and Release

- a) The ARDC will periodically seek to use photographs, videos, profiles; testimonials and stories of Members and their involvement with the ARDC or their activities in connection with the ARDC or Sydney Motorsport Park for promotional, advertising, commercial, educational, research and/or archival purposes. As such, the ARDC collects on an ongoing basis individual and group photos and testimonials relating to our Members.
- b) The Member hereby grants ARDC and its legal representatives the irrevocable right and unrestricted permission to use and publish photographs or video images of any Member(s), or in which I may be included, for any purpose authorised by ARDC, including but not limited to: website use, editorial publications and advertising use. This grant includes the right to modify and retouch the images in the discretion of the ARDC. I understand that the circulation of such materials could be worldwide and that there will be no compensation to me for this use.
 - Furthermore, the Member understands that it will not be given the opportunity to inspect or approve the finished products or the advertising copy or the printed matter that may be used in connection therewith. In granting this permission to the ARDC and its legal representatives, the Member is fully and without limitation releasing it from any liability that may arise from the use of the images.

^{*}Membership specific information being Membership Renewal emails and ARDC Newsletter.



10. Membership Pricing; Applications and Refunds

- a) All Membership prices are **inclusive** of GST and Supplementary Booking Fees.
- b) ARDC Memberships are issued on a rolling end of month basis.
- c) From 2021, ARDC Membership has been made available on a 12 month basis. Pricing for each term is available by visiting ardc.com.au or calling the office between 9:00am and 5:00pm 02 9672 1000.
- d) The ARDC Membership fee is payable at the time of application/renewal and is valid for a 12 month period.
- e) Membership applications will be processed as received and cannot be withdrawn once processed.
- f) All refund requests received within four (4) months of Membership commencement will be assessed by the ARDC Membership team. Granting of refunds in full or partially is wholly at the discretion of the ARDC.
- g) All requests are to be made in writing to "The ARDC Membership Manager" P.O. Box 6747 Blacktown Delivery Centre NSW 2148 or by emailing reception@ardc.com.au. Cancellation fees/Administration fees may apply.

SMSP ON TRACK AND SMSP RIDE DAYS

- 1. Have there been changes to ARDC Member half price track and half price Ride Days in the last 12 months?
 - a. No. The ARDC is continuing to offer Track and Ride Day Discounts.
 For Car Memberships, a 50% Discount on Two "Your Car Our Track" SMSP On Track days OR Nightshift: Members Track and Social Night events per Membership year.
 - For Bike Memberships, a 50% Discount on your 1st "Your Bike Our Track" SMSP Ride Day per year and a 50% Discount on a Nightshift for Bikes event.



2. Are these discounted SMSP On Track and SMSP Ride days limited in number throughout the year?

Yes.

The ARDC works very closely with its experience providers to ensure there are ample slots throughout the year for Members to take advantage of their special SMSP On Track and SMSP Ride Day offers. Unfortunately for planning reasons there may be a limited number of discounted track day or ride day slots across the year that we can provide. Assuch, the ARDC may not be able to guarantee a discounted track or ride day to each and every applicable Member; and on the day in which they would like to partake. As such the ARDC encourages all Members looking to avail themselves of this special opportunityto book as early as possible as **spaces are granted on a strict first in first served basis.**

Further, the ARDC is always looking to increase track availability to everybody, particularly Members.

Regrettably the ARDC is not able to offer Members any discount on their year Membership should they not be able to obtain a track or ride day.

So please – get in early!

3. Are there any restrictions on the types of cars that I can bring to a SMSP On Track Day?

- a. Yes. Cars used on Track Days in the Beginner/Intermediate/Advanced groups MUST be registered or registrable within Australia. All non-registered cars must enter the dedicated Race Car group. Exceptions to this restriction must be preapproved by the ARDC prior to booking to avoid disappointment.
- 4. What happens if my SMSP On Track or SMSP Ride Day gets cancelled (e.g. due to bad weather)? Do I recontact the ARDC?
 - b. **No.** Should your Track or Ride Day be cancelled for whatever reason you should firstly contact ARDC's business partners who run these events to make alternative arrangements.
- 5. What happens if I need to change my SMSP On Track or SMSP Ride Day? Do I recontact the ARDC?
 - c. **No.** Once the booking has been made with the experience partner, any changes/cancellations should be directed the relevant experience partner to make alternative arrangements. Some booking cancellation fees may apply.



ARDC CLASSIC INC. FAQ

1. What is ARDC Classic Inc?

ARDC Classic Inc. has been incorporated specifically to facilitate historic conditional registration of qualifying vehicles within the NSW RMS.

To change the ARDC Ltd constitution is a big job, so it was decided to create a separate but linked club under the NSW Incorporated Association rules to handle the needs of those Members who wish to enjoy their older vehicles.

It also gives us room to move with some other items which we will develop in the near future. Benefits which will enhance your involvement in the exciting future of Sydney Motorsport Park.

2. How did ARDC Classic Inc come about?

The option of the main ARDC Ltd club having historic conditional registration (HCRS) was investigated in 2014. The major obstacle was that the constitution talks about racing cars but not using and enjoying veteran vintage and classic vehicles on weekend runs. That is a requirement of the NSW RTA/RMS as they want to see the aims of the club reflecting what the issuing of HCRS is all about.

3. What is the criteria for becoming a Member of ARDC Classic Inc?

You must be a financial Member of the ARDC.

4. What sort of vehicle is eligible for Historic Conditional Registration?

Your classic vehicle must be 30 years old (i.e. pre-1985) and the owner/operator must belong to a historic vehicle club recognised by RMS. The vehicle has not been altered (except for certain safety features or period accessories).

5. How do I go about joining?

Download the application form from the Sydney Motorsport Park website and return to the address contained in the application.

6. What will it cost me to join?

Membership is currently free.



What does RMS Historic Conditional Registration cost?

A NSW RMS fee is \$54 including Green Slip third party insurance.fee. An additional one-off \$40 fee id for initial issue of historic registration plates.

7. What about CTP Green Slip Insurance?

The conditional registration fee includes a charge to provide Compulsory Third Party (CTP) insurance (green slip). Important: This CTP only covers you on roads and roadrelated areas. It does not cover you on private property.

What does historic conditional registration allow me to do with my car?

As a financial member of an RMS recognised club you can use your vehicle for events organised by your club, another club or recognised community organisation provided an official invitation has been received and documented by the club in the official minutes, or the official "Day Book". i.e. any event being run by the ARDC or other club, by invitation.

Please refer to the RMS website for more information regarding Historic Conditional Registration rules and conditions - http://www.rms.nsw.gov.au/roads/registration/getnsw-registration/historic-vehicles.html

Are there any other member benefits from becoming a member of ARDC Classic Inc.?

Any other benefits are currently in discussion and Members will be notified.

10. Will registering my classic vehicle under HCRS be of benefit when I insure my vehicle?

Yes. The average cost of comprehensive insurance for a vehicle on HCRS is around 0.5 to 1% of its value. These are taken from your policy and are based on my 1960s cars. Depends on age etc. A 1984 model would be more Very low cost as they know you will be looking after the vehicle and will not be using it that much.



THE ARDC GARAGE

1. What is the ARDC Garage?

a. The Garage is the ARDC's café located right above Pit Lane.

2. Is the Garage open to all members of the public?

a. All members of the general public to enjoy.

On some occasions however, such as big race meetings and events the event promoter may hire this space as part of their Venue Hire Agreement.

 On the rare occasions that The Garage is unavailable to Members on a day or during the event, the ARDC will use best endeavours to provide an alternative location.

The ARDC has also recently invested in additional fixed food and beverage infrastructure around Sydney Motorsport Park, and this will hopefully take pressure off numbers visiting the The Garage Café on busy days, where additional hired retail outlets are normally not located on site.

3. Can I see the racing action from The Garage?

a. Yes. The Garage is situated right above pit lane and has spectacular views of Turn 1; as well as other views from many of its floor to ceiling windows.

4. Is the Garage air conditioned?

a. Yes

5. What sort of food and drink are available in The Garage?

- a. The Garage serves a variety of light hot and cold snacks and pastries from breakfast through to lunch and afternoon tea.
- b. The Garage also serves traditional blend coffees; and a range of refreshing teas; plus, a range of Schweppes/Pepsi soft drinks and water.



6. Can you bring your own food and drink into The Garage?

a. No. Only food and drink purchased in The Garage may be consumed in The Garage.

7. Can I take food and drink out of The Garage once purchased?

a. Yes. The only restriction to this is that **NO ALCOHOL** purchased from The Garage may be taken outside of The Garage. This will be strictly policed and we would ask Members and their Guests to help comply with this policy.

8. Is the Garage licensed to serve alcohol?

a. Yes. The Garage serves a variety of low and full-strength beer from Lion Nathan, our proud official beer partner; as well as a range of wines by the glass. Please note that The Garage operates under a strict Responsible Service of Alcohol policy.

And of course; the ARDC endorses and enforces a strict zero alcohol policy for any driver or riders before and whilst they are actively using the racetrack.

At no times will alcohol be able to be purchased at The Garage and consumed off the premises.

9. Are children welcome in The Garage?

a. Of course! We would ask however that anyone under the age of 16 years be accompanied by an Adult or Guardian at all times.

10. Can you hire out The Garage for corporate or private functions?

 Yes, The Garage may be hired out. For details please call the ARDC on (02) 9672 1000

11. I am an ARDC Member and would like to loan or donate some memorabilia for display in The Garage? Who do I call?

a. The ARDC would be delighted to discuss this with you. Please call us on (02) 9672 1000 to discuss or talk to the Manager onsite.



SPECIFIC CONDITIONS PERTAINING TO MEMBERS ACCESS TO EVENTS AT SYDNEY MOTORSPORT PARK.

MOTORSPORT IS DANGEROUS

- 1. Motorsport is dangerous specific conditions pertaining to Members access to events at Sydney Motorsport Park, Eastern Creek.
 - a) Member acknowledges that their ARDC Membership Card provides them with access to Sydney Motorsport Park to participate and/or spectate.
 - b) In exchange for being able to attend any event or events, (and as a condition of issue of the ARDC Membership Card), the Member agrees:
 - i) To release Motorsport Australia, Motorcycling Australia and the Australian Motor Sport Commission Ltd., promoters, sponsor organisations, land owners and lessees, organisers of the events, their respective servants, officials, representatives and agents (collectively the "Associated Entities") from all liability for your death, personal injury (including burns), psychological trauma, loss or damage (including property damage), ("harm") howsoever arising from your attendance at any event, except to the extent prohibited by law.
 - ii) That MA and the Associated Entities do not make any warranty, implied or express, that the event services will be provided with due care and skill or that any materials provided in connection with the services will be fit for the purpose for which they are supplied; and to attend or participate in the event at your own risk
 - iii) You acknowledge that the risks associated with attending the event include the risk that you may suffer harm as a result of motor vehicles (or parts of them) colliding with other motor vehicles, person or property, acts of violence or other harmful acts (whether intentional or inadvertent) committed by persons attending the event, and the failure or unsuitability of facilities (including grand stands, fences, and guard rails) to ensure the safety or persons or property at the event.
 - iv) Motor sport is dangerous and that accidents causing harm can and do happen and may happen to you

You accept the conditions of, and acknowledge the risks arising from, attending the event and being provided with the event services by MA and the Associated Entitles.



GENERAL

1. How can I find out what other Member benefits are available?

Members are encouraged to visit <u>ardc.com.au</u> at any time to check the availability and estimated value of all benefits.

2. Bouquets or brickbats?

There is always room for improvement; or perhaps even the odd compliment! Please feel free to make any suggestion or comment by calling the ARDC on (02) 9672 1000 or emailing reception@ardc.com.au

3. What if I have other Membership Questions?

Members can call our Memberships Team on (02) 9672 1000, by fax on (02) 9672 0209 or by emailing the ARDC at reception@ardc.com.au