

VEHICLE ACCESS AND CAR PARKS – TERMS AND CONDITIONS OF USE

By entering, driving through, or parking at the Stadium and/or Stadium Park you are deemed to have read and understood, and accepted, these Terms and Conditions. Failure to comply with these Terms and Conditions may result in refusal of entry, removal from the Stadium and/or Stadium Park, or removal of your vehicle, at your cost.

1. **Our rights.** We may, at any time:
 - (a) refuse entry to any person or vehicle for safety or security reasons; and
 - (b) search or inspect any vehicle at the Stadium and/or Stadium Park, for safety or security reasons; and/or
 - (c) remove, move or tow your vehicle (whether or not it is locked) if it is:
 - (i) not parked in a designated bay, blocking another vehicle, or blocking traffic; or
 - (ii) causing a safety or security concern for any other reason, andIf we exercise this right, you remain liable for and must pay, on demand, our reasonable costs of removal, moving, towing, storage and recovery of the vehicle.
2. **Vehicle access - Stadium.** Vehicle access to the Stadium is always subject to the following conditions:
 - (a) the production of a valid access pass or other authorisation (completion of the Stadium site induction). You must produce this at the entry point, and at any other time we request; and
 - (b) the opening and closing hours we set — you may only enter, drive through or park during these hours.
3. **Vehicle access – Stadium Park.** Vehicle access to the Stadium Park is subject to the following conditions:
 - (a) on Event days (such as sporting events or concerts), the production of a valid access pass or other authorisation (completion of the Stadium site induction). You must produce this at the entry point, and at any other time we request; and
 - (b) on non-Event days, vehicle access and parking is limited, and we are unable to reserve parking bays.
4. **At your own risk.** You enter and use the Stadium and/or Stadium Park entirely at your own risk.
5. **Take care of the venue.** You must not damage or obstruct any other vehicle or the Stadium and/or Stadium Park (including infrastructure such as bollards, barriers, gates, signage and lighting). If you do, you must reimburse us, on demand, for the full cost of repair or replacement.
6. **Follow the rules.** You must comply with all signs, speed limits and staff instructions while entering, driving through or parking in the Stadium and/or Stadium Park. You must not drive or park on footpaths, over kerbs, on lawn or in bushland areas. You must only park in a marked bay, and must not park in a restricted area or one marked 'no parking' unless you hold a valid permit.
7. **Boom gates, bollards and gates.** You must wait for boom gates, bollards and automatic gates to fully open or lower, and must only proceed once signalled or authorised to do so. You must give way to pedestrians at all times while driving within the Stadium and/or Stadium Park.
8. **Area-specific rules.** Some areas — like car parks, loading docks or drop-off zones — have their own rules. Follow any extra instructions we give or that are on display.
9. **Unattended vehicles.** You must not leave your vehicle unattended within the Stadium and/or Stadium Park at any time, except within a designated parking area and in accordance with any time restrictions. We may move, tow or impound any vehicle left in breach of this clause, at your risk and cost.
10. **Your privacy.** We collect, store, use and disclose personal information in line with our Privacy Policy, available at [Privacy Policy](https://optusstadium.com.au/legal/privacy-policy), (<https://optusstadium.com.au/legal/privacy-policy>). This may include CCTV footage of your vehicle. Footage may be shared with police or other authorities.

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11. **Limits on our liability.** Subject to clause 12 below, to the maximum extent the law allows, we are not liable to you or any person with you for any loss or damage arising out of or in connection with your entry to or use of the Stadium and/or Stadium Park, including: (i) damage to, destruction, loss, theft of, or unauthorised use of your vehicle; (ii) damage to, destruction, loss or theft of any property in or on your vehicle; or (iii) any other property damage however caused. Where our liability cannot lawfully be excluded, it is limited to the extent required by law.
12. **You indemnify us.** You must indemnify and keep indemnified us against any claim, loss or damage we suffer arising from: (a) any act or omission by you, or damage caused by you or your vehicle, that breaches these Terms — including damage to the Stadium and/or Stadium Park infrastructure; or (b) any damage occurring while we move or relocate your vehicle where it was left in breach of these Terms. This indemnity does not apply to the extent a claim, loss or damage is caused or contributed to by our negligence or wrongful act.
13. **Your rights at law.** Nothing in these Terms excludes, restricts or limits any right, guarantee or remedy that cannot lawfully be excluded, restricted or limited under the Australian Consumer Law or any other applicable law, including (without limitation) our liability for death or personal injury caused by our negligence, or for fraud.
14. **Who 'the Operator' is.** The Operator means VenuesLive Management Services (WA) Pty Ltd, acting as agent for the Western Australian Sports Centre Trust (trading as VenuesWest), and its employees, consultants, officers, agents, contractors, successors and permitted assigns.
15. **Who 'you' and 'your vehicle' means.** 'You' and 'your vehicle' cover any car, motorcycle or other vehicle you drive, or intend to drive, into, through or within the Stadium and/or Stadium Park.
16. **Severability.** If any part of these Terms is illegal, void or unenforceable, that part is severed, and the remainder of these Terms continues in full force and effect.
17. **No waiver.** A failure or delay by us in exercising any right under these Terms does not operate as a waiver of that right, and a single or partial exercise of a right does not prevent any further exercise of that right or the exercise of any other right.
18. **Governing law.** These Terms are governed by the laws of Western Australia, and you submit to the non-exclusive jurisdiction of the courts of Western Australia.