



THE POINT

ALBERT PARK LAKE

**C O R P O R A T E
E N T E R T A I N M E N T
P A C K A G E**



2009 FORMULA 1™
ING AUSTRALIAN GRAND PRIX
ALBERT PARK MARCH 26-29

2009 FORMULA 1™ ING AUSTRALIAN GRAND PRIX

EXPERIENCE THE RACE @ THE POINT THURSDAY 26th TO SUNDAY 29th MARCH

Over four fantastic days you can enjoy the very best in entertainment and fine food on one of the most exciting turns at Albert Park.

Watch the race from the comfort of a trackside marquee-style platform with a three tiered outdoor viewing area.

Located on turn 3, this position provides action packed viewing.

You and your guests will be entertained with first class food, wine and service on each of the four days.

Space is very limited so please book early to avoid disappointment!

Guests attending any day of the 2009 FORMULA 1™ ING Australian Grand Prix will enjoy:

- Exclusive silk lined facility track side
- Chef prepared buffet luncheon daily
- Full bar comprising of the finest beers, red and white wines and soft drinks
- Exclusive table identification on your table at The Point
- Circuit Entry
- All ticketing and directional information
- Closed circuit colour TV monitors at The Point and on marquee
- Ear plugs
- Souvenir Grand Prix gifts daily
- Official Grand Prix program

For all booking information please phone:

George Ermer
Ph (03) 9822 4542
Fx (03) 9822 4543
Mob 0412 335 400
Email ermerg@bigpond.com
PO BOX 530
ALTONA NORTH VIC 3025

PRICE FOR THE 4 DAYS ALL INCLUSIVE INCLUDING GST IS \$ 2300.00



APPLICATION FORM



CLIENT ('Client') _____ ACN/ABN _____
(Complete name of individual, company or other entity)

CONTACT NAME _____

STREET ADDRESS _____ POSTCODE _____

POSTAL ADDRESS _____ POSTCODE _____

TELEPHONE _____ MOBILE _____

FACSIMILE _____

Email _____

No of TICKETS _____

PRICE PER PERSON \$2300.00 **GST INCLUSIVE**

TOTAL FEE \$

PAYMENT TERMS: In accordance with Clause 6 of The Point Corporate Entertainment Package Terms and Conditions.

If signing as an individual: I declare that I have read and understood The Point Corporate Entertainment Package Terms and Conditions and agree that I shall be bound by the Agreement referred to and described in The Point Corporate Entertainment Package Terms and Conditions.

If signing on behalf of a company or other entity: I declare that I am signing for and on behalf of the Client and that I have authority to bind the Client to an agreement referred to and described in The Point Corporate Entertainment Package Terms and Conditions. I declare on behalf of the Client that I have read and understood The Point Corporate Entertainment Package Terms and Conditions and agree that the Client shall be bound by the Agreement referred to and described in The Point Corporate Entertainment Package Terms and Conditions.

Signature _____

Name (Printed) _____

Date _____

Position Held _____
(if company/ other entity)

PLEASE SEND THIS COMPLETED FORM TO:

George Ermer
The Point
PO Box 530
ALTONA NORTH VIC 3025
Fascimile (03) 9822 4543
Mobile 0412 335 400



2009 FORMULA 1™ ING AUSTRALIAN GRAND PRIX TERMS & CONDITIONS

1. Definitions and Interpretations

The following definitions apply unless the context clearly requires otherwise

Act means the Australian Grand Prix Act 1994 (Vic) as amended.

Agreement means the agreement made between Venice and the Client upon the Client completing and signing the Application Form and comprises* these Terms and Conditions, the Application Form and the 2009 FORMULA 1™ ING Australian Grand Prix - The Point Corporate Package promotional brochure.

AGPC means the Australian Grand Prix Corporation established pursuant to the Act.

Application Form means The Point Corporate Entertainment Package application form attached to these Terms and Conditions.

Australian Grand Prix means the Formula One event (as that expression is defined in the Act) to be held at Albert Park in Melbourne in 2009 subject to its inclusion in the International Calendar of the Federation Internationale de l'Automobile for the FIA Formula One World Championship.

Client means the party named and described as the "Client" in the Application Form.

1.7 Corporate Platform means Corporate Platform Number 16 situated on turn 3 of the Australian Grand Prix Formula One race circuit.

1.8 Declared Area means the declared area for the 2009 FORMULA 1™ ING Australian Grand Prix as defined in the Act.

1.9 Event Period means those days of the race period (as that expression is defined in the Act) on which and for such hours of those days as the general public are admitted to the Declared Area for valuable consideration to view the 2009 FORMULA 1™ ING Australian Grand Prix.

1.10 The Point means The Point Restaurant, and associated facilities located at Aquatic Drive, Albert Park Lake.

1.11 Total Fee means the fee the Client shall pay to Venice and which is specified in the Application Form.

1.12 Venice means Venice Pty Ltd CAN 069 447 847, trading as The Point, of 365 Queen Street, Melbourne.

2. Entire Agreement

The Agreement contains the entire Agreement between the parties with respect to its subject matter and supersedes all prior agreements and understandings between the parties in connection with it and the Client acknowledges that except for those representations contained in the Agreement neither Venice, AGPC or any person acting on either of their behalf has made any representation to induce the Client to enter into the Agreement.

3. No Waiver

No failure to exercise or any delay in exercising any right, power or remedy by a party operates as a waiver. A single or partial exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that waiver unless made in writing.

4. Rights

All rights, benefits and entitlements to use The Point and the Corporate Platform granted to the Client pursuant to the Agreement shall apply only during the Event Period.

5. Client Obligations and Acknowledgment

The Client will be responsible and liable for all acts or omissions of its officers, agents employees, invitees and guests occurring within the Declared Area, The Point and the Corporate Platform or in connection with the use of them, including (without limitation) any damage or injury arising out of such acts or omissions and will indemnify and keep indemnified Venice and AGPC for any such damage or injury.

The Client will procure its officers, agents, employees, invitees and guests to comply with:

(a) all directions given by officers, employees or agents of Venice or AGPC, or any requirements of Venice or AGPC, including (without limitation) direction or requirements in connection with access to or the use of the Declared Area, The Point and the Corporate Platform or the conduct of the said officers, agents, employees, invitees and guests in or around the Declared Area, The Point and the Corporate Platform;

(b) all conditions of entry displayed at any entrance gate and all conditions appearing on the tickets issued pursuant to the Agreement;

(c) all requirements of any authorities having jurisdiction over the activities of Venice or AGPC, the Declared Area or the use and occupancy of The Point and the Corporate Platform including, without limitation, the Terms and Conditions of any licence issued to Venice or AGPC pursuant to Section 28 of the Act with respect to the location or use of The Point or the Corporate Platform and/or conduct within or around the Declared Area;

(d) the Act and all applicable laws and regulations.

The Client acknowledges and agrees that the rights of access to and use of The Point by it and its officers, agents, employees, invitees and guests under the Agreement will be limited to specify areas nominated by Venice.

The Client acknowledges that motor racing and the 2009 FORMULA 1™ ING Australian Grand Prix and certain activities associated therewith are dangerous and that employees, invitees and guests is at their own risk the Client therefore releases and discharges Venice and AGPC from all claims and damages of any kind whatsoever and from any liability which may arise from or is in any way connected with the 2009 FORMULA 1™ ING Australian Grand Prix and agrees to indemnify Venice and AGPC and to keep Venice and AGPC indemnified against all liability or loss and any costs, charges or expenses of any nature whatsoever including those connected with any claims brought against Venice or AGPC, by the Client's officers, agents, employees, invitees, guests or by any other person.

The Client acknowledges that the date for the staging of the 2009 FORMULA 1™ ING Australian Grand Prix shall be as specified by the Federation Internationale de l'Automobile and that the Australian Grand Prix may be staged at any date in 2009

5.6 The Client acknowledges and agrees that it is a condition of admission to the 2009 FORMULA 1™ ING Australian Grand Prix that any film or other form of moving picture shall be the property of the Federation Internationale de l'Automobile or Formula One Constructors' Association or their permitted licensees or assigns and shall not be used for any form of public advertising or display or for any other purpose except the private enjoyment of the person making the film or other form of moving picture without the prior written consent of the Federation Internationale de l'Automobile or Formula One Constructors' Association.

5.7 The Client shall ensure that and agrees to procure that its officers, agents, employees, invitees and guests display at all times within the Declared Area, in a clear and visible manner the correct pass, tickets, credentials, other form of valid identification issued or authorised by Venice or AGPC.

5.8 The Client will not during the Event Period place or display or cause to be placed or displayed any advertising, promotional or other material in the Declared Area, The Point or the Corporate Platform without prior written consent of Venice and, if required by Venice or AGPC .

6. Payment Terms

The Total Fee shall be payable by the Client to Venice (in the manner Venice in its absolute discretion decides) as follows:

Proportion of Total Fee	Due Date
50%	Upon completing and signing the Application Form
25%	By no later than 7th November 2008
25%	By no later than 25th January 2009

7. Termination

7.1 If any of the payment terms specified are not met by the Client or if the Client commits any breach of these Terms and Conditions the Agreement will without notice or unless otherwise agreed in writing by Venice, terminate and the Client agrees that upon termination:

(a) the Client will forfeit all monies paid to Venice prior to the termination.

(b) the Client unconditionally and irrevocably constitutes and appoints Venice as its attorney to do perform and execute such things and documents as may be necessary or desirable to transfer or assign the benefits, rights and entitlements under the Agreement; and

(c) Venice will be free to enter into an agreement with any third party covering any or all of the rights and benefits granted to the Client under the Agreement.

7.2 The forfeit of any monies pursuant to this Clause 8 shall not preclude any other rights which AGPC or Venice may have against the client as a consequence of the Client's default

8. Refund

If no motor car race is held in the Declared Area during the Event Period and the Client is unable to receive any benefit whatsoever from the Agreement, Venice will refund to the Client all monies paid pursuant to the Agreement and the Client will upon receipt of the said monies release and forever discharge Venice and AGPC from all claims and damages of any kind whatsoever.

9. These Terms and Conditions are subject to AGPC's Standard Corporation Hospitality Terms and Conditions, copies of which are available upon request