OZ EKARTS REFUND POLICY

Venue: OZ EKARTS – Holden Hill

Location: 51-53 Jacobsen Cre Holden Hill, SA 5088

Version 3-2026

Refund Policy

OZ EKARTS Holden Hill

> ***Your rights under the Australian Consumer Law (ACL) always come first.*** *Nothing in this policy excludes, restricts, replaces, or limits any guarantee, right, or remedy you have under the ACL. Where our services fail to meet a consumer guarantee (for example, where a booked session cannot be delivered due to a fault on our part), you remain entitled to a remedy under the ACL regardless of anything else in this document. The sections below describe how we handle requests that fall outside the consumer guarantees regime, for example, where a customer needs to cancel or change a booking for personal reasons.*

At OZ EKARTS, our booking policy is designed to ensure fairness and equal opportunities for all participants, while being consistent with the Australian Consumer Law.

By booking a session online or as a walk-in customer, you agree to the terms and conditions set out in this policy.

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1. Your Consumer Guarantee Rights

Services supplied by OZ EKARTS come with guarantees that cannot be excluded under the Australian Consumer Law. If we fail to deliver a booked session with due care and skill, or fail to deliver it at all due to a fault on our part, you may be entitled to a remedy, which may include a refund of the unused portion of your booking.

Whether you are entitled to a refund, and how much, depends on whether the failure is **major** or **minor**:

- Where there is a **major failure** on our part (for example, we are unable to deliver your session at all, or it is substantially different from what was booked), you may choose to cancel and receive a refund for the unused portion, or accept compensation for the drop in value.
- Where there is a **minor failure** on our part, we may choose to remedy it (for example, by re-supplying the session at another time) within a reasonable time.

This right exists independently of the discretionary policy set out in Sections 2 to 10 below, and is not subject to the notice periods, evidence requirements, or processing fees described in those sections. The remainder of this document explains how we handle requests that are **not** related to a failure on our part, for example, where a customer needs to cancel or change a booking due to their own circumstances.

2. Our Discretionary Refund Policy

Outside of the consumer guarantees described in Section 1, bookings are intended to be attended as scheduled. As a matter of business policy (not a limitation on your statutory rights), we ask customers to provide advance notice if they are unable to attend, and we will generally only offer a discretionary credit voucher, reschedule, or refund where adequate notice and evidence (where required) is provided, as set out below.

Choice of remedy: Where a request qualifies under Section 4 below, OZ EKARTS will provide one of the following remedies, at our discretion: a credit voucher, a reschedule, or a refund. Once a remedy has been requested and OZ EKARTS has begun acting on it (for example, arranging a reschedule), this is treated as the agreed resolution. The customer may not later

withdraw this request to seek a different remedy, particularly once the original booking date has passed.

Credit vouchers issued under this discretionary policy are valid for **12 months** from the date of issue.

Standard rescheduling requests made for reasons other than those set out in Section 4 are instead handled under the Rescheduling Policy (Section 6), and bookings that are not attended are handled under the No-Attendance Policy (Section 7).

Event & Exclusive Bookings (including Party Room hire and/or Track Exclusivity) are subject to additional terms set out in Section 3 and Section 8, due to the dedicated resources, staffing, and exclusive venue access reserved for these bookings.

3. Notice Requirements

To request that your booking be rescheduled or refunded under this discretionary policy, adequate notice and supporting evidence must be provided as follows:

- Group bookings (12 or more participants): Minimum 14 days' notice
- Small group bookings (6 to 11 participants): Minimum 7 days' notice
- Individual bookings (fewer than 6 participants): Minimum 48 hours' notice
- Event & Exclusive Bookings (Party Room hire and/or Track Exclusivity): Minimum 14 days' notice, regardless of participant numbers. This applies even where the group size would otherwise qualify for a shorter notice period under the tiers above.

> *Where a Section 4 circumstance (e.g. sudden illness or injury) arises for an Event & Exclusive Booking with less than 14 days' notice, and is supported by valid evidence sent to **events@ozekarts.com.au**, OZ EKARTS will, at its discretion, offer a reschedule or a credit voucher. A cash refund in these circumstances remains at OZ EKARTS' discretion, reflecting the costs and lost booking opportunity already committed to your exclusive booking. This clause relates only to the discretionary policy in this section and does not affect your rights under Section 1 where a failure is on our part.*

Please submit all rescheduling or refund requests, along with your booking code, by email:

- Normal bookings: **admin@ozekarts.com.au**

- Event & Exclusive Bookings (Party Room hire and/or Track Exclusivity): **events@ozekarts.com.au**

Email is the only channel we accept for these requests, as it ensures a clear written record for both parties. We do not accept rescheduling, refund, or change requests by phone or verbally.

Approved requests will be issued a digital voucher or return payment within 5 business days.

4. Situations Where a Discretionary Refund or Voucher May Be Issued

At our discretion, a voucher or refund may be issued under this policy if attendance is prevented by one of the following:

Illness or Injury

Including COVID-19 or accidental injury to you or an immediate family member.

Evidence required: Medical certificate or doctor's note confirming the illness or injury and inability to attend.

Pre-existing Medical Condition

If a chronic or previously diagnosed medical condition unexpectedly worsens, preventing safe participation.

Evidence required: Medical certificate confirming the condition and advising against participation.

Public Transport Failure

Unforeseen disruptions to buses, trains, trams, or ferries.

Evidence required: Official confirmation from the transport provider.

Flight Disruption

Cancellations or significant delays unknown at the time of booking.

Evidence required: Airline/transportation ticket and notification of cancellation or delay.

Mechanical Breakdown

Vehicle breakdown, accident, fire, or theft within 24 hours of your session.

Evidence required: Call-out note from a national breakdown service or relevant police/traffic report.

Home Emergency

Burglary, fire, malicious damage, or flood within 48 hours before your booking.

Evidence required: Police report, insurance claim, or official fire service report.

Court Summons or Jury Duty

If you are required to attend court or jury service on the day of your booking.

Evidence required: Official court or jury summons notice.

> *OZ EKARTS reserves the right to verify any submitted evidence directly with the issuing authority, medical practitioner, or organisation. Providing false, altered, or unverifiable evidence will result in forfeiture of any claim under this discretionary policy and may be reported to relevant authorities.*

5. Situations Where a Discretionary Refund or Voucher Does Not Apply

A discretionary refund or voucher under this policy will not be issued under the following circumstances. *This section does not affect your rights under Section 1 where there has been a failure on our part to meet a consumer guarantee.*

- Participants who do not meet minimum height and age requirements, or who exceed maximum weight requirements
- Participants with any detectable blood alcohol content (BAC) or under the influence of drugs
- Participants identified as unsafe or posing a risk to themselves or others
- Accidents or injuries occurring during the race that result in reduced track time
- Misconduct, harassment, or abusive behaviour toward staff or other participants
- Change of mind, dissatisfaction, or personal preference
- Misunderstandings regarding booking details, such as race format or session schedule
- Late arrival (not arriving at least 30 minutes before your scheduled session time), non-attendance, or failure to participate without sufficient notice, see Section 9.2 and

Section 7 for full details, including that no refund or reschedule is available where late arrival causes your session to not proceed as scheduled. See also Section 6.5 for driver registration requirements on Event & Exclusive Bookings.

- Mistaken bookings, or bookings no longer wanted or needed
- One or more members of your group choosing not to attend, resulting in cancellation of the booking
- Failure to allow sufficient travel time, or arriving late to your session
- Any false or fraudulent refund claim, including the submission of misleading or fabricated documents
- Reduction in confirmed participant numbers for Event & Exclusive Bookings after the booking has been confirmed (see Section 6 for re-pricing details)
- Where illness, injury, or another Section 4 circumstance affects one or more individual participants within an Event & Exclusive Booking, but the event can otherwise proceed (e.g. the affected person is not the primary host/organiser, or the majority of confirmed attendees can still attend), in this case the event and associated charges (Party Room hire, Track Exclusivity) remain as booked, and only the affected individual's session may be deferred or credited

6. Rescheduling Policy

This section sets out our standard, fee-based process for rescheduling a booking for reasons other than the circumstances listed in Section 4 (for example, a change of plans or a scheduling conflict). It operates separately from and does not limit your rights under Section 1, or the discretionary remedies available under Sections 2 to 4 where a Section 4 circumstance applies and is supported by valid evidence provided within the required notice period.

- Notice period: Rescheduling requests must be submitted, by email in accordance with Section 3, no less than 48 hours before your scheduled race start time.
- Late rescheduling fee: Requests submitted less than 48 hours before your scheduled race start time will incur a rescheduling fee equal to 50% of your total booking cost.

- Example: *For a $40 booking, a rescheduling request made within 48 hours of the race will incur a $20 fee (50% of the total booking cost)*.
- Maximum reschedules: A booking may be rescheduled a maximum of two times under this policy. Requests to reschedule the same booking beyond this limit will not be accepted under this section; the booking will instead be subject to the Notice Requirements (Section 3) or the No-Attendance Policy (Section 7), as applicable.
- Where a reschedule request instead qualifies under Section 4 (for example, due to illness or injury supported by evidence) and is submitted within the applicable notice period, the fees described in this section do not apply, and the request will be assessed under Sections 2 to 4 instead.

7. No-Attendance Policy

This section sets out how we handle bookings that are not attended, including where a booking is not checked in on time. It does not limit your rights under Section 1, and does not apply where your non-attendance is due to a circumstance covered under Section 4 and supported by valid evidence provided within the required notice period, in which case your request will instead be assessed under Sections 2 to 4.

- Full charge for non-attendance: Failure to attend your scheduled session including failing to check in at least 30 minutes before your session start time, in accordance with Section 9.2 will result in a charge equal to 100% of your booking amount. This reflects the staffing, track time, and preparation reserved for your session, which cannot be reallocated once your scheduled start time passes.
- Example: *If your booking is $40 and you fail to attend, you will be charged the full $40 booking cost.*
- Automatic session start: Our timing system automatically commences your booked session(s) at the scheduled start time, whether or not a driver profile has been assigned to that session. If you do not assign your profile to your booked session in time, the session will still commence as scheduled, and you will lose that session time without a refund or reschedule.

8. Event & Exclusive Bookings – Additional Terms

8.1 Rescheduling Timeframe

Where a reschedule is agreed for an Event & Exclusive Booking, a new date must be confirmed within **60 days** of the original event date. If no new date is confirmed within this period, OZ EKARTS will convert the booking value to a credit voucher (valid for the standard 12-month period).

8.2 Deposits & Payment

Event & Exclusive Bookings require either a deposit or full payment at the time of booking, depending on the package and event date. Any deposit paid secures your event date and is **non-refundable** under this discretionary policy, reflecting the administrative costs and loss of availability for other bookings during your reserved time slot. This does not affect your rights under Section 1 if we fail to deliver the booked event due to a fault on our part. Where full payment has been made at the time of booking, refund eligibility for the full amount is governed by Sections 3, 4, and 5 of this policy.

8.3 Group Size Changes & Re-pricing

Event and group bookings are priced according to the confirmed number of participants at the time of booking. If your final attendance decreases by **more than 10%** from the confirmed booking number, package inclusions (party room, track time, etc.) and pricing will be recalculated based on the reduced headcount, using the per-person rate disclosed at the time of booking. A reduction of 10% or fewer participants will not trigger re-pricing.

Re-pricing under this clause is only available where the reduced participant numbers are confirmed by email to events@ozekarts.com.au within the notice period set out in Section 3 (minimum 14 days before the event date). Where a customer notifies us of a reduction in participant numbers with less than 14 days' notice, the booking will remain charged at the originally confirmed price. This reflects that karting time slot, staffing, and venue allocations for your event are confirmed with our suppliers ahead of the event based on your original numbers, and these costs are largely incurred regardless of a late reduction; it is not a penalty for cancelling.

If a reduction causes the group to fall below the minimum participant requirement for the booked package, the full price for the original minimum number will still apply.

Non-attendance by individual participants within a confirmed group or event booking does not entitle that portion of the booking to a refund. The full session, room, or track exclusivity remains charged as booked.

8.4 Increases in Participant Numbers

Any increase to the confirmed number of participants must be notified to OZ EKARTS by email to **events@ozekarts.com.au** (we do not accept changes by phone or verbally), with the same notice period set out in Section 3 (minimum 14 days before the event date), to allow us sufficient time to arrange staffing, equipment, and venue capacity.

Increases notified within the required notice period: pricing and package inclusions will be adjusted to reflect the additional participants, and confirmation of availability is required before the increase is accepted.

Increases notified with less than 14 days' notice, or additional participants arriving on the day without prior notice: OZ EKARTS cannot guarantee that additional participants can be accommodated, due to venue capacity, staffing, and safety requirements. Where we are able to accommodate them at our discretion, additional charges will apply at the rate disclosed at the time of booking. Where we are unable to accommodate them, any amount paid for those specific additional participants will be refunded in full, as no service was provided to them.

8.5 Driver Registration

For Event Bookings, OZ EKARTS will send a drivers registration link to the customer ahead of the event. All drivers must be registered through this link prior to the event date.
Where a delay to the event schedule is caused by drivers failing to complete registration in advance, this is treated in the same way as a late arrival under Section 9: OZ EKARTS will not offer a refund, reschedule, or any other compensation for the resulting delay or reduction in session time, as the delay results from the actions of the customer's group rather than any failure on our part to deliver the booked service.

9. Arrival Time & Service Delivery

9.1 Minor Technical Issues

Where a technical issue (e.g. a lap timing fault) results in a minor reduction to your session that does not amount to a major failure under the ACL, we will aim to remedy this on the day (for example, by extending your session time) rather than offering compensation. This does not limit your rights under Section 1 for more significant failures

9.2 Arrival Time & Late Arrival

Please arrive at least 30 minutes before your scheduled session time. Your booking time marks the start of your first session, and the 30-minute window is required for check-in, safety briefing, and preparation. For Event & Exclusive Bookings, please refer to your event confirmation, as additional time may be required for set-up and briefing.

If you or your group do not arrive at least 30 minutes before your scheduled session time, and as a result your session cannot proceed as scheduled, OZ EKARTS will not provide a refund or reschedule for that session, see also the No-Attendance Policy (Section 7). This applies regardless of the reason for the late arrival. This reflects that the booked service was available to be supplied as scheduled, and the disruption was caused by the customer's own actions rather than any failure on our part. Where the delay affects other bookings scheduled after yours, your session may also be shortened or adjusted to keep the day's schedule on track, with no refund, reschedule, or other compensation provided for this adjustment.

10. Refund Options & Fees

- Where a discretionary refund (instead of a voucher) is requested under Section 4, it may be considered at management's discretion.
- Approved discretionary refunds may incur a processing fee of approximately 2%, depending on your payment method, reflecting the transaction fees we incur in processing the refund. This fee does not apply to remedies provided under Section 1 (consumer guarantees) where the failure is on our part.

- Fees charged under the Rescheduling Policy (Section 6) and the No-Attendance Policy (Section 7) are separate from, and not reduced by, the processing fee described above.

11. Important Notices

- Any translation of this document is provided for information only. The original English version prevails in all cases.
- All matters related to this policy are governed by Australian law and subject to the jurisdiction of Australian courts.
- Discretionary refunds or vouchers under Sections 2 to 10 are considered on a case-by-case basis. This does not affect your statutory rights under Section 1.
- This document is not an insurance policy. It is an extension of our standard Terms & Conditions, outlining our discretionary policy in addition to (not instead of) your rights under the Australian Consumer Law.
- OZ EKARTS holds the right to make the final decision on all discretionary refund or voucher requests made under Sections 2 to 10 of this policy.
- Nothing in this policy is intended to exclude, restrict, or modify any consumer guarantee, right, or remedy available to you under the Australian Consumer Law, and nothing in this policy should be read as suggesting otherwise.

10. Definitions

We / Us / Our - OZ EKARTS, the booking agent with whom you made your booking.

You / Your - The person who made a booking, whether individually or as part of a group.

Booking - The confirmed and pre-paid service(s) or session(s) reserved with us.

Event & Exclusive Booking - A booking that includes Party Room hire, Track Exclusivity, or both, reserved for the exclusive use of your group.

Major Failure / Minor Failure - Have the meaning given under the Australian Consumer Law (see Section 1).

Doctor - A qualified, licensed medical practitioner (not yourself or an immediate family member).

Immediate Family - Your partner, parent, child, sibling, or grandparent (including stepfamily).

Late Arrival - Failing to arrive, or failing to have all members of your group arrive, at least 30 minutes before your scheduled session time (see Section 9.2). For Event & Exclusive Bookings, this includes failing to complete driver registration in advance in accordance with Section 8.5.

No-Attendance - Failing to attend, or failing to check in for, your scheduled session (see Section 7).

Emergency Services - Police, Fire and Rescue, or other authorised emergency response agencies.

Communicable Disease - Any disease capable of being transmitted from an infected person or species that results in movement restrictions or quarantine.