

## RLX SITE ENTRY – IMPORTANT CONDITIONS

### 1. General

- 1.1 By entering an RLX Site, all persons agree to be bound by these Conditions of Entry.
- 1.2 RLX Operating Company Pty Ltd (ABN 90 129 963 935) (“RLX”) reserves the right, in its absolute discretion, to refuse entry to, or remove from the Site, any person who fails to comply with these Conditions of Entry.
- 1.3 All persons acknowledge that a RLX Site is a working livestock facility classified as a high-risk environment. Entry is at the person’s own risk.
- 1.4 These Conditions of Entry operate subject to all applicable laws, including the Competition and Consumer Act 2010 (Cth) and the Australian Consumer Law.

### 2. Site Rules

2.1 General Conduct Requirements At all times while on the Site, all persons must:

- a) Comply with all lawful and reasonable directions, policies and procedures of RLX and, where required, complete any Site or equipment induction and/or training.
- b) Wear appropriate closed footwear (leather footwear strongly recommended).
- c) Wear high-visibility clothing where required.
- d) Keep clear of restricted areas and livestock handling areas unless expressly authorised by a RLX employee or representative.
- e) Ensure that children under their supervision are properly supervised at all times.
- f) Not be under the influence of drugs or alcohol and must not use, possess or distribute drugs or alcohol on the Site.
- g) Not bring onto the Site, without the prior written consent of RLX:
  - i. Photographic, video, drone or audio recording equipment for any purpose other than private, non-commercial purposes;
  - ii. any animal (other than a companion animal required for medical reasons as documented in a medical certificate provided by a trained medical specialist and trained working dogs with appropriately fitted muzzles);
  - iii. Musical instruments or similar devices;
  - iv. Chairs, stools, alcohol, glass, cans, firearms, weapons, fireworks or any item that is dangerous, hazardous or illegal;
  - v. Flag poles, banner poles or extendable poles.
- h) Not, without prior written consent of RLX:
  - i. Take photographs or recordings for any purpose other than private, non-commercial purposes;
  - ii. Record any person or animal;
  - iii. Sell, license, publish, disseminate or reproduce any recordings taken within the Site;
  - iv. Broadcast or narrowcast by any means (including mobile telephone or wireless transmission) any images, sounds, data, results or commentary relating to sales or Site activities.
- i) Not, without prior written consent of RLX:
  - i. Wear or display offensive signage or logos;
  - ii. Engage in ambush marketing;
  - iii. Sell or distribute goods or services;
  - iv. Collect money or orders;
  - v. Inflate balloons or similar devices;
  - vi. Conduct surveys or solicit donations or subscriptions;
  - vii. Distribute commercial, political or promotional material;
  - viii. Attend the Site to promote, market, sell or offer any products and/or services that compete either directly or indirectly with RLX’s products and/or services

2.2 Recording and Image Consent By entering the Site, you:

- a) Consent to the recording of your likeness and/or voice by any means (including audio and visual recordings) (“Images”); and
- b) Grant RLX and its commercial partners a perpetual, irrevocable, worldwide, royalty-free licence to use, reproduce, publish and commercially exploit such Images without compensation.

All personal information collected will be handled in accordance with RLX’s Privacy Policy and applicable privacy legislation, including the Privacy Act 1988 (Cth).

2.3 Prohibited Conduct While on the Site, you must not:

- a) Damage, misuse, deface, steal or interfere with any equipment, building, vehicle, structure or facility;
- b) Use the Site for camping, temporary accommodation or squatting;
- c) Deposit litter except in designated receptacles;
- d) Engage in conduct that threatens, insults, humiliates, intimidates or vilifies any person;
- e) Use indecent, obscene, threatening or abusive language;
- f) Disrupt or interfere with any sale;
- g) Smoke or vape in any non-smoking area.

### 3. Biosecurity

- 3.1 All persons must comply with applicable biosecurity legislation and requirements in the relevant State or Territory, including the National Livestock Identification System (NLIS).
- 3.2 All livestock must be accompanied by completed and correct documentation, including a National Vendor Declaration (NVD) where required.
- 3.3 At delivery, livestock must be fit for transport and sale. Any known disease, chemical residue risk or animal health issue must be declared prior to delivery.

3.4 Any person bringing feed onto the Site must: a) Obtain prior written consent from the RLX Site Manager; b) Provide a completed Commodity Vendor Declaration; and c) Ensure the feed is free from contaminants and complies with biosecurity requirements.

3.5 All vehicles and equipment entering the Site must be clean and free from contamination risks.

#### **4. Livestock Requirements**

4.1 All livestock must: a) Be handled in accordance with applicable Animal Welfare Standards in the relevant State or Territory; b) Be fit for sale and transport at delivery; c) Not be subjected to cruelty or unnecessary stress.

4.2 RLX may, in its absolute discretion, refuse to offer for sale, isolate or require removal of livestock deemed unfit.

4.3 Delivery must occur within notified receival hours applicable to that RLX Site.

4.4 Livestock must be delivered to designated unloading areas.

4.5 Purchasers must remove livestock within timeframes specified by RLX. Livestock remaining beyond permitted timeframes may incur agistment or holding fees.

4.6 Mobile phone use is strictly prohibited while working with or handling livestock.

#### **5. Vehicles and Traffic Management**

5.1 All vehicles must comply with displayed speed limits.

5.2 Drivers must follow all traffic directions and signage whilst on the Site.

5.3 Livestock transport vehicles must comply with applicable Chain of Responsibility obligations under Heavy Vehicle National Law (where applicable) and Animal Welfare Standards.

#### **6. Auctions**

6.1 All sales are conducted subject to the ALPA Livestock Auction Terms and Conditions as published on the RLX website.

6.2 Disruptive, aggressive or inappropriate behaviour will not be tolerated.

6.3 RLX may remove any person engaging in misconduct. In the event of inconsistency between these Conditions and the ALPA terms, the ALPA terms prevail to the extent of inconsistency in relation to auction conduct and sale formation.

#### **7. Risk and Ownership of Livestock**

7.1 Livestock remain at the sole risk of the vendor until the fall of the hammer, or point of weighing (whichever is applicable).

7.2 Upon that event, all risk passes immediately to the purchaser, including risk of injury, loss, death, theft, escape, disease or deterioration, whether or not: a) The livestock have been paid for; b) The livestock have been loaded; c) The livestock remain on the Site.

7.3 After risk passes, RLX holds livestock remaining on Site as bailee only and is not liable for loss or damage except to the extent caused by RLX's proven negligence.

7.4 Livestock loaded by or on behalf of a purchaser's carrier are deemed fit for loading, without limiting any statutory obligations.

7.5 Livestock remaining on Site after sale remain at the purchaser's sole risk.

7.6 RLX may charge reasonable costs including agistment, feeding, yarding, veterinary, transport or welfare costs incurred.

7.7 RLX may move, segregate, treat or arrange removal of livestock for welfare, biosecurity, safety or operational reasons. Associated costs are payable by the responsible vendor or purchaser.

7.8 Vendors and purchasers are responsible for arranging their own insurance.

7.9 Except as required by law, RLX makes no warranty regarding livestock condition, health, temperament, merchantability or fitness for purpose.

7.10 Livestock remaining on Site for more than (30) days after sale or other transfer of risk event and not collected will be deemed abandoned upon expiry of a further seven (7) days after RLX issues notice requiring removal (or immediately if the purchaser cannot be contacted after reasonable attempts). Upon abandonment, RLX may take possession of and deal with the livestock as it determines, including sale, transfer, slaughter or disposal, and may apply any proceeds first toward all reasonable costs incurred. Any remaining balance may be retained by RLX unless otherwise required by law. Title passes upon disposal. RLX has no liability for actions taken under this clause except to the extent required by law.

#### **8. Assumption of Risk, Release and Indemnity**

8.1 You acknowledge that entry to the Site involves inherent and obvious risks including serious injury, property damage, livestock movement, collisions, slipping hazards and triggering of medical conditions.

#### **9. Enforcement and Personal Information**

9.1 If you breach any of these Conditions, RLX may: a) Refuse entry; b) Require you to provide your name, address and other relevant personal information; c) Require you to submit to a photograph for identification purposes; d) Remove you from the Site; e) Take legal action. 9.2 Personal information collected will be handled in accordance with RLX's Privacy Policy and applicable law.

#### **10. Amendments**

RLX may amend these Conditions from time to time by publishing updated terms on its website. Amendments take effect from the date of publication and apply to all entry occurring after that date.

#### **11. Governing Law and Severability**

11.1 These Conditions are governed by the laws of Victoria, Australia. 11.2 If any provision is held invalid or unenforceable, the remaining provisions continue in full force and effect.

## 12. Definitions

**Livestock** means cattle, sheep, goats or any animals presented for sale or handling.

**Person** includes vendors, purchasers, agents, transporters, contractors, visitors and members of the public.

**RLX Site Manager** means the person appointed by RLX as the person in charge of the Site.

**Site** means any livestock facility operated by RLX.