



## 2022 TERMS AND CONDITIONS

### 1. PARTIES

1.1 This Agreement is between Thunderbolt Events Pty. Ltd. ABN 34 638 958 817 and the Entrant described respectively in the Event Proposal as the individual entities (“we”, “us”, “our”, “you”, “your” etc) and collectively as “the Participant or Participants”.

1.2 Your acceptance, understanding and agreement of all the Terms and Conditions contained below is confirmed by you, and anyone else participating in the Event with you as a driver or passenger, on the return of a completed Thunderbolt Run Event Registration Form.

1.3 Services Provided under the Agreement will not commence until a completed Registration Form and Deposit funds have been paid and received by the Event Organiser.

### 2. RESPONSIBILITIES OF EVENT ORGANISERS

2.1 All due care and skill will be taken in providing Event Services.

2.2 Estimated timeframes for performance of the Services are provided in the Participant Registration Form.

2.3 An Event Itinerary will be distributed via email at least one (1) week prior to the Start Date.

2.4 Entry to the Event is non-transferable unless otherwise agreed in writing by the Event Organisers in their absolute discretion.

2.5 It is acknowledged and agreed that:

- (a) Breakfast and dinner each day of the Event are provided. All other meals and snacks are the responsibility of Event Participants.
- (b) Participants are responsible for all costs and expenses associated with their vehicle for the duration of the event, and during transport to and from the event.
- (c) Accommodation will be organised for you at every destination by Event Organisers.
- (d) One (1) room will be provided for each team of two (2) comprising of a driver and co-driver, and (1) room for each driver only team (Team).
- (e) When checking-in to accommodation, a credit card must be provided as a security guarantee in favour of the accommodation provider to cover incidental costs not included in the accommodation tariff. All costs not covered by the Event must be paid prior to check-out of each venue by You (the Participant).

### 3. RESPONSIBILITIES OF PARTICIPANTS

3.1 It is conditional upon all Participants in signing this Agreement that:

- (a) All entry requirements are met.
- (b) No legal restrictions prevent agreeing to the Terms and Conditions.
- (c) Requested information will be provided in a timely manner and is true, correct, and complete.
- (d) Necessary insurance cover for both participants and vehicle are in place. Evidence may be requested.
- (f) Special Conditions as set out in these Terms and Conditions will be complied with.
- (g) Any consents, licences, and permissions from other parties necessary for the Services to be provided, will be provided at the Participant’s own cost.
- (h) Consent is provided to the Event Organiser to use names, photos and other identifying information of Participants for future marketing and publicity activities, subject to any Intellectual Property limitations associated with this use.



#### 4. PAYMENT AND PRICING

4.1 Deposit and the Event Payments are payable upon invoicing. Prices are in Australian dollars (AUD).

4.2 Balance of fees are payable as set out in the Registration Form. Fees not paid by the Payment Date Deadline will be forfeited.

4.3 Pricing, Payment Terms and the Event Terms and Conditions may be amended at the sole discretion of the Event Organisers.

#### 5. SPONSORSHIP AND MARKETING

5.1 Participants acknowledge and agree to place names, marks, and logos of sponsor/s in designated positions on their vehicle and clothing as required or requested by Event Organisers.

5.2 Sponsor decals and logos will be provided by the Event Organisers.

5.3 Any attempt to participate in the Event with a vehicle either not displaying approved Sponsor Logos or Decals or displaying Logos or Decals which have not been approved in writing by the Event Organiser, will render that Participant ineligible to continue with the Event unless and until the vehicle is corrected to the satisfaction of Event Organisers.

5.4 The Event Organiser will supply stickers to be fixed to every vehicle. These stickers are not to be used for any other purpose without prior written consent from the Event Organiser.

5.5 Stickers are to be attached to vehicles at all times and maintained in a visible, serviceable condition.

5.6 While care is taken to ensure stickers attached to vehicles are non-permanent and designed to be removed after the event, the Event Organiser accepts no liability for damage to vehicles as a result of the removal of the stickers from the vehicle after the Event.

#### 6. GENERAL CONDITIONS

6.1 **Jurisdiction & Governing Law:** This Agreement is governed by the laws of Queensland and the Commonwealth of Australia.

6.2 **Publicity:** Participants consent to Event Organisers to using their images or details in any advertising, marketing or public announcements made before, during and after The Event.

6.3 **GST:** When applicable, GST payable on the Services will be set out on any invoice provided by Event Organisers. By entering this Agreement, Participants agree to pay invoices including the GST component of these invoices.

6.4 **Relationship Between Parties:** This Agreement is not intended to create a relationship between the parties of partnership, joint venture, or employer-employee relationship between Event Organisers and Participants.

6.5 **Assignment:** The parties agree that no part of this Agreement may be assigned to another party without prior written consent of the other party.

6.6 **Severability.** The Parties agree that the terms and conditions of this Agreement are severable. In the event of dispute, terms and conditions of the Agreement are to be construed narrowly, and to be severable and enforceable to the extent applicable under Law.



**6.7 Notices:** Any notice required or permitted to be given by either party to the other under these conditions will be in writing, addressed to the Participant at the email address provided in the Event Proposal. Provision of electronic notice is agreed by the Parties as evidence of notice having been duly provided.

## **7. SPECIAL CONDITIONS - SAFETY AND COMPLIANCE**

The following Special Conditions are intended to ensure safety and enjoyment of Participants and the Public throughout the Event, and to ensure the Event creates a safe and positive environment for Participants, Spectators and Members of the Public.

7.1 Participants must at all times:

- (a) Treat other Participants and Event Officials with respect and courtesy.
- (b) Drive safely and abide by all road rules, laws and regulations, and those of any activities and venues associated with the Event, or as otherwise provided in Participant Briefings.
- (c) This Event is non-competitive. Participants must not race or compete with other Participants or members of the Public.

7.3 A breathalyser unit may be provided for use by Participants prior to departure each day. Participants acknowledge and agree that this device is to be used only as a guide of blood alcohol content and Event Organisers accept no responsibility for the accuracy of readings provided by the unit. It is the **SOLE RESPONSIBILITY** of Participants to ensure they are below the legal blood alcohol limit **PRIOR** to taking control of their vehicle.

7.4 Failure to comply with the conditions above may result in a Participant or Team being excluded from the Event.

7.5 Participants acknowledge and agree that it is a condition of participating in this Event that they do so at their own risk.

7.6 Participants acknowledge and accept that Events of this type may result in injury or death and Participants indemnify the Event Organiser against any loss or damage resulting from their participation in the Event.

7.7 As the Event may place certain physical burdens upon Participants, the following should be considered prior to committing to the Event and before making payment for any Services:

- (a) The Event Organisers do not employ any medical personnel as part of the Services. In the event of a Participant requiring medical services, these may attract additional costs for the Participant, for which the Participant will be solely responsible.
- (b) It is recommended that Participants consider their individual capacity to sustain the physical and emotional requirements of the Event.
- (c) It is recommended that Participants seek their own medical advice should they not be certain of their capability to participate in the Event. Such medical advice is the responsibility of the Participant to seek.

7.8 In the event of a COVID 19 lockdown or State border crossing legislation change prior to the Event, the Event Organisers reserve the right to change the format of the Event or postpone/change the date of the Event, if the event organisers do postpone or change the event date and the entrant is unable to participate on the newly appointed date a full refund and or credit will be issued.

7.9 In the event of illness and the entrant is unable to attend the event a full refund or credit will be issued.

## **8. INTELLECTUAL PROPERTY**

8.1 The Event Organiser will provide materials that is owned by or licensed to them and is protected by Australian and international laws.



8.2 The Event Organiser owns the copyright which subsists in all creative and literary works incorporated into our Materials.

8.3 All Participants agree that nothing in this Agreement constitutes a transfer of any intellectual property ownership rights except with written permission.

8.4 Participants agree that before, during and after the event they will not:

- (a) Alter or modify the Materials.
- (b) Create derivative works; or
- (c) Use any of the Materials for commercial purposes including sale to third parties.

8.5 Participants agree that videos, photos, or other recordings may be taken by Event representatives. By participating in the Event, consent is provided to being photographed and filmed. Participants grant a royalty-free, non-exclusive, worldwide, and irrevocable license to use photographs and video recordings for publicity and promotional purposes, before, during and after the Event.

8.6 Participants are expected to attend promotional activities and co-operate with the promotion of this Event.

8.7 Participants are entitled to take photographs and other film footage during the Event, subject to the following limitations:

- (a) Personal Media may be used for personal and non-commercial purposes only. Participants agree not to distribute Personal Media via website, social media, printed media or television programmes for a commercial purpose without first obtaining the written consent of the Event Organisers.
- (b) Participants agree not to photograph, record, or distribute via electronic or printed media any road traffic accidents or other incidents that may occur during the Event.

## **9. CONFIDENTIALITY**

9.1 Event Organisers will not disclose your Confidential Information to any third party nor use Confidential Information for any purpose other than which it was disclosed.

9.2 Participants in signing this Agreement, agree not to disclose any Confidential Information to any third party nor use Confidential Information for any purpose other than which it was disclosed.

9.3 These obligations do not apply to Confidential Information that:

- (a) must be disclosed by law or by a regulatory authority.
- (b) is in the public domain or is no longer confidential, or
- (c) is otherwise authorised to be disclosed.

9.4 The obligations in relation to Confidential Information will survive termination of this Agreement.

## **10. TERMINATION**

10.1 Either party may terminate the Agreement, if there has been a material breach of these Terms, subject to the dispute resolution procedure in Clause 11 being followed.

10.3 The Event Organiser may terminate the Agreement immediately, in its sole discretion, if:

- (a) It considers that a request or behaviour of a Participant is inappropriate, improper, or unlawful.
- (b) The balance payment of the Fee is not received by the relevant date (as set out on the Event Proposal).
- (c) The Requirements of Entry are not met.



- (d) Any breach occurs of the Special Requirements, or
- (e) For any other reason outside the control of the Event Organiser, including a direction of Government, Force Majeure or other such event, which compromises the Event Organiser's ability to perform the Services required.

10.4 Any Deposit or payments made are not refundable in the event of Termination.

10.8 The accrued rights, obligations and remedies of the Parties are not affected by termination under this Clause.

## 11. DISPUTE RESOLUTION

11.1 In the event of a dispute between the parties, the following procedure is agreed:

- (a) The complainant must put in writing the nature of the dispute and what outcome is sought. The Parties agree to meet in good faith to seek to resolve the dispute by mutual agreement.
- (b) If the Parties cannot agree to resolve the dispute after the meeting, either Party may refer the matter to a mediator. Where parties cannot agree on a mediator, Law Society of QLD will be asked to appoint a mediator. The Parties agree to binding mediation.

## 12. LIMITATION OF LIABILITY

12.1 *Liability:* To the extent permitted by law, all express or implied representations, conditions, guarantees, warranties and terms relating to the Event and this agreement are excluded, except those set out in this Agreement, including but not limited to:

- (a) Implied or express guarantees, warranties, representations, or conditions of any kind, which are not stated in the Terms and Conditions.
- (b) The services of the Event being unavailable.
- (c) Any inconvenience, delay, illness, personal injury, or death, or any other loss or damage suffered arising, directly or indirectly, from the Event.
- (d) Any harm, loss or damage that occurs caused by any activities that are participated within or outside of the Itinerary.
- (e) Any loss or damage to a Participant's vehicle, personal property, luggage, or other personal effects.
- (f) Any loss, damage or delay due to a Force Majeure Event, sickness, or injury to an entrant on our service, theft, or any other causes beyond the control of the Event Organisers; and
- (g) Any other loss, damage, costs including legal costs, or expense not otherwise stated above subject to Queensland Law.

12.2 *Limitation:* The total liability arising out of or in connection with the Event, however arising, will not exceed the total fees paid, or one hundred dollars (AUD\$100) if no such payments have been made, as applicable.

12.3 This clause will survive termination of this Agreement.

## 13. INDEMNITY

13.1 The Participant agrees to indemnify and hold harmless the Event Organiser against all claims, liabilities, suits, actions, and expenses, including costs of litigation and reasonable legal costs, resulting directly or indirectly from:

- (a) Any information that is not accurate, up to date or complete.



- (b) Any breach of this Agreement by the Participant; and
- (c) Any misuse of the Event services by the Participant, its employees, contractors, or agents.

13.2 The Event Organiser reserves the right to cancel or postpone the event or any part thereof should circumstances arise which make such action desirable or necessary.

13.3 The obligations under this clause will survive termination of this Agreement.