



# Jalopy Derby Terms & Conditions

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## Definitions

- **Jalopy Derby Organisers** means Jalopy Derby Pty Ltd ABN 24 624 300 456.
- **Rural Aid** means Rural Aid Ltd ABN 29 605 783 597, QLD Charity No: CH2765.
- **Jalopy Derby** means an annual rural outback car Derby planned to commence on or about August 2019 as generally described in these Terms and Conditions.
- **Jalopy Derby Assistants** means all persons engaged (whether voluntarily or otherwise) or employed by Jalopy Derby Pty Ltd.
- **Team** means a team of two individuals who enter the Jalopy Derby.
- **Participant** means a member of a Team.
- **Sponsors** means all sponsors of the Jalopy Derby and sponsors of Teams participating in the Jalopy Derby.
- **Derby Period** means the duration of the Jalopy Derby event, currently 24-31 August 2019.
- **Fundraising Amount** means the amount raised, which must be a minimum of \$,5000.
- **Production Crew** means all persons engaged (whether voluntarily or otherwise) by the Jalopy Derby Organisers or Rural Aid to photograph or film the Jalopy Derby.

## Introduction

1. Information on how to enter the Jalopy Derby forms part of these Terms and Conditions. Entry into the Jalopy Derby by a Participant is deemed to be an acceptance of these Terms and Conditions. Should a Participant not comply with any of these Terms and Conditions, they may be prohibited from participating in the current or any future Jalopy Derby.
2. The Jalopy Derby is not a race or a competition. Participants must not compete in any manner with other Participants. Participants must not place any bets in relation to the Jalopy Derby. Participants must drive lawfully, safely and with proper courtesy to all other Participants and members of the public.
3. Subject to amendment in accordance with these Terms and Conditions, the Derby Period of the Jalopy Derby commences on 24<sup>th</sup> August 2019 and ends 31<sup>st</sup> August 2019.
4. Participants must be over 18 years of age on 24<sup>th</sup> August 2019 and hold a full current driver's licence in order to participate in the Jalopy Derby.



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## Entry

5. To enter the Jalopy Derby (**Entry**) each team must pay a registration fee of \$795.00 (inc GST) per team (payable upon acceptance of Entry) and raise a minimum of \$5,000.00, which must be raised prior to the start of the Jalopy Derby.
6. Prior to the start of the Jalopy Derby, each Participant must also provide the Jalopy Derby Organisers with reasonable proof that they have obtained and shall maintain during the Derby the appropriate insurance and vehicle registration covering their participation in Jalopy Derby. Appropriate insurance includes;
  - a) Vehicle registration to cover the Derby Period.
  - b) Compulsory third party insurance.
  - c) Travel or health insurance that includes ambulance cover.
7. The Jalopy Derby Organisers reserve the right to decline to allow any Participant who has not obtained appropriate insurance cover to participate in the Jalopy Derby, in the Jalopy Derby Organisers' absolute discretion, whether before or after Entry by that Participant's team.
8. Acceptance of Entries in Jalopy Derby is at the absolute discretion of the Jalopy Derby Organisers.
9. Each team must consist of two people only (each a Participant) per car.
10. No refunds of the registration fee or Fundraising Amount or catering and camping costs will be given under any circumstances, including, without limitation:
  - a) if at any point after a team or a Participant has entered the Jalopy Derby the team or a Participant is unable to participate for any reason;
  - b) if after the commencement of Jalopy Derby, the Team or a Participant is unable to continue in Jalopy Derby;
  - c) if the team or a Participant is unable during the Derby Period to stay at any of the locations as organized by the Jalopy Derby Organisers or
  - d) if a Participant is removed from participation because he or she has not obtained appropriate insurance.
11. Registration fees, Fundraising Amounts and any catering and camping fees are non-transferrable.
12. Each Participant agrees that the Fundraising Amount for their team will be distributed by the Jalopy Derby Organisers as follows:



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- a) up to 39.5% will be used to cover organising costs for the Jalopy Derby with the remainder to be donated to Rural Aid.
- b) where the Fundraising Amount is greater than \$5,000.00 at least 75% of the Fundraising Amount will be donated to Rural Aid.

- 13. Payment of registration or Fundraising Amounts may be made via credit or debit card, EFT transfer or cheque. Payment details for registration fees and any Fundraising Amounts will be provided to each Participant following acceptance of their Entry.
- 14. If your Team exceeds the Fundraising Amount and raises over \$8,000.00 then all catering and camping costs for your Team will be paid for by the Jalopy Derby Organisers.
- 15. If your Team exceeds the Fundraising Amount and raises over \$10,000.00 then all catering and camping costs for your Team for the Jalopy Derby will be provided by the Jalopy Derby Organisers and you will have your registration fee refunded.
- 16. To claim the refund for the registration and/or camping/catering, each team must request and complete a refund application form. This form can be requested and submitted via [refunds@jalopyderby.com.au](mailto:refunds@jalopyderby.com.au).

## Cars

- 17. Teams must not participate in the Jalopy Derby using a 4-wheel drive (4x4), All wheel drive (AWD) bus, lorry, skateboard, Segway or vehicle not generally described as a car.
- 18. For the purposes of inclusion in the Jalopy Derby, the definition of a 'Jalopy' (**Jalopy**) is an old, battered vehicle which, despite its age and appearance, is still in a condition of roadworthiness at the commencement of, and throughout the Derby Period.
- 19. All Participants are encouraged to purchase vehicles that are entirely within the spirit and definition of a Jalopy.
- 20. The Jalopy Derby Organisers reserve the right to decline to allow any Participant who has not purchased a vehicle in accordance with the definition of a Jalopy to participate in the Jalopy Derby, in the Jalopy Derby Organisers' absolute discretion, whether before or after entry by that Participant's team.
- 21. Teams are encouraged to decorate their vehicles in a theme of their choosing.

## Derby

- 22. Participants must comply with all applicable laws and regulations of each State and Territory through which they travel during the Jalopy Derby, including without limitation, all speed regulations, laws of the road, laws relating to the safety of cars used and laws relating to the possession or use of alcohol, drugs or other prohibited substances.



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23. Participants must not during the Derby Period drive under the influence of alcohol or any other intoxicating substance.
24. Participants must not drive in the Jalopy Derby if their ability to do so safely, lawfully and properly is in any way compromised by illness, lack of adequate rest, or any other condition.
25. The Jalopy Derby Organisers may vary the route of the Jalopy Derby at any time if there is a road closure due to bad weather or something similar.
26. Each Participant is responsible for all costs and expenses associated with participating in the Jalopy Derby including but not limited to costs and expenses associated with accommodation, food, repairs to vehicles used, transport and personal expenses.
27. Participants are responsible for ensuring that they are present for the commencement of the Jalopy Derby as directed by the Jalopy Derby Organisers. Participants must also ensure that at least one member of their team is present for all daily briefings and any other briefings held during the Derby Period.
28. Participants may not bring any animals with them on the Jalopy Derby.

## Acknowledgement, Release and Indemnity

29. Each Participant acknowledges and agrees that:
  - a) participation in the Jalopy Derby is potentially dangerous and there are risks and dangers associated with participation in it. These risks and dangers include but are not limited to: the nature of the vehicles in the Derby, traffic accidents; collisions with wildlife, pedestrians, vehicles, other drivers and / or fixed or moving objects; and the negligence of other drivers. Risks may also arise from a number of features of the Jalopy Derby, including the nature of the activities undertaken as part of, or associated with, the Jalopy Derby, the roads travelled upon, the distances to be driven, the remote locations covered by the Jalopy Derby, and the nature of accommodation. Furthermore, participation in the Jalopy Derby may result in strenuous physical exertion, serious bodily injury, and / or death of Participants or of others;
  - b) they have considered and accepted the risks and dangers associated with participating in the Jalopy Derby (including, without limitation, those set out above), are participating freely in it, and have not relied on any representation, advice, statement or information of any kind provided by or on behalf of the Jalopy Derby Organisers, the Jalopy Derby Assistants, Rural Aid or the Sponsors;
  - c) they are responsible for the vehicle/s they enter in the Jalopy Derby, including any damage to the vehicle or damage caused by the vehicle to any property or person;
  - d) they are responsible for any claims, demands, causes of action, prosecutions or proceedings made or brought against them arising from any acts, events, occurrences or omissions during the Jalopy Derby; and to the fullest extent permitted by law, they release the Jalopy



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Derby Organisers, the Jalopy Derby Assistants, Rural Aid and the Sponsors, from any claim (including any right to seek contribution or indemnity), which a Participant may otherwise have in respect of any such claims, demands, causes of action, prosecutions or proceedings.

30. To the fullest extent permitted by law, each Participant agrees to indemnify and keep indemnified the Jalopy Derby Organisers, Rural Aid and the Sponsors from and against any loss, cost, expense, liability or damage suffered or incurred by any of them:
  - a) in respect of any claim, demand, cause of action, prosecution or proceeding arising directly or indirectly from any act, event, occurrence or omission of that Participant occurring during or in any way in connection with the Jalopy Derby; or
  - b) as a result of any damage or injury to, or death of, any person or property caused or contributed to by the Participant directly or indirectly, during the Jalopy Derby.
  
31. To the fullest extent permitted by law, none of the Jalopy Derby Organisers, Rural Aid or the Sponsors will be liable for:
  - a) any loss or damage whatsoever suffered or incurred by a Participant resulting from or incidental to participation in the Jalopy Derby, whether direct, indirect or consequential, and including (without limitation) loss of income, loss of profits, loss of bargain, and medical, legal, travel, insurance or mechanical costs or expenses, or
  - b) any personal injury or death suffered or sustained by a Participant participating in the Jalopy Derby howsoever arising (including but not limited to by reason of any of the Jalopy Derby Organisers', Rural Aid or the Sponsors' negligence, breach of contract, or breach of statutory or other legal duty) except for any liability which cannot be excluded by law, and all and each Participant releases the Jalopy Derby Organisers, Rural Aid and the Sponsors from any such liability.
  
32. Each Participant must sign the separate 2019 Jalopy Derby Deed Poll of Acknowledgement, Release and Indemnity by Participant (which reasonably reflects the acknowledgments, releases and indemnities set out in above paragraphs) and provide it to the Jalopy Derby Organisers prior to being confirmed into the Derby.

## Miscellaneous

33. The Jalopy Derby Organisers reserve the right to modify these Terms and Conditions at their absolute discretion. The Jalopy Derby Organisers will endeavour to notify Participants of any modified Terms and Conditions as soon as is practicable. Participants shall be deemed to have accepted any modified Terms and Conditions by participating in Jalopy Derby.
  
34. If any act or omission, event or circumstance occurs which is beyond the reasonable control of the Jalopy Derby Organisers and which prevents the Jalopy Derby Organisers from complying with these Terms and Conditions, the Jalopy Derby Organisers will not be liable



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for any failure to perform or delay in performing their obligations and the Jalopy Derby Organisers reserve the right (subject to any applicable law) to at any time cancel, terminate, modify or suspend Jalopy Derby.

35. Each Participant authorizes the Jalopy Derby Organisers, Rural Aid and any Production Crew to:
- a) use their name, voice, image, likeness, acts and statements before, during or after Jalopy Derby for advertising, public relations and publicity purposes in any media in perpetuity without compensation;
  - b) use their name, voice, image, likeness, acts and statements in any photography, sound recordings or video footage created before, during or after Jalopy Derby; and
  - c) reproduce, sell, exhibit, broadcast and / or distribute any photography, sound recordings or video footage.
36. Any photography, sound recordings or video footage created by Participants during the Derby Period may only be used by the Participants for personal purposes. Participants may not reproduce, sell, exhibit, broadcast and / or distribute any of their own photography, sound recordings or video footage for commercial purposes.
37. The Jalopy Derby Organisers require each Participant's personal information in order to conduct the Jalopy Derby. If a Participant does not provide the mandatory personal information requested, then the Participant will not be able to participate in the Jalopy Derby. By participating in the Jalopy Derby, each Participant is taken to consent to the Jalopy Derby Organisers using the Participant's personal information to administer the Jalopy Derby and disclosing the Participant's personal information to organisations that assist the Jalopy Derby Organisers with administering the Jalopy Derby, and to third parties as required by law. The Jalopy Derby Organisers are bound by the National Privacy Principles in the Privacy Act 1988 and by participating in the Jalopy Derby, each Participant is taken to consent to the Jalopy Derby Organisers' privacy policy available upon request. By participating in the Jalopy Derby, each Participant also consents to the Jalopy Derby Organisers using their personal information for future marketing purposes, unless otherwise advised by the Participant. A Participant may access and correct any personal information held by the Jalopy Derby Organisers, upon request to the Jalopy Derby Organisers.
38. Once a Team's place has been confirmed on the Jalopy Derby after payment of the registration fee, each Participant will be given access to a copy of the Jalopy Derby Manual (**Manual**), an itinerary and additional information, in electronic format, about the Jalopy Derby. The Manual contains important information about the Jalopy Derby including in relation to fundraising, your Jalopy, insurance, registration, what to pack, the Derby layout, on the Road, overnight stopovers, and post Derby procedures. You agree and are responsible for reading and understanding the Derby Manual. This Manual has information



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which is essential to Participants' safety. You must read the Manual and comply with its requirements.

39. No provision of these Terms and Conditions, 2019 Jalopy Derby Deed Poll of Acknowledgement, Release and Indemnity by Participant or the Jalopy Derby Privacy Policy, may be construed to the disadvantage of the Jalopy Derby Organisers, Rural Aid or the Sponsors merely because the Jalopy Derby Organisers were responsible for the preparation of them.
40. The contract between each Participant and the Jalopy Derby Organisers (including these Terms and Conditions), and the 2019 Jalopy Derby Deed Poll of Acknowledgement, Release and Indemnity by Participant, are each governed by the law in force in New South Wales, Australia.