

## **ENTRANT TERMS AND CONDITIONS**

### **1. DEFINITIONS**

- 1.1. 'We' means the Event Organiser [Summernats 37 Pty Ltd]. 'The Event' means the [Summernats 37] Event. 'You' means the customer. 'Entrant' means you, the customer. 'Entrant Terms and Conditions' means this document.

### **2. COMPLIANCE WITH ENTRANT TERMS AND CONDITIONS, LOCAL LAWS AND CONDITIONS OF ENTRY**

- 2.1. By purchasing an Entrant ticket you are agreeing to comply with all Entrant Terms and Conditions.
- 2.2. By participating in the Event you agree to not engage in any activities that may violate local laws or endanger the reputation of the Event.
- 2.3. By participating in the Event, you agree to comply with the Event Conditions of Entry and Prohibited Items.

### **3. SANCTIONING BODY**

- 3.1. The Event is a multi-discipline and club status Event sanctioned by Motorsport Australia.
- 3.2. The Event operates under the Sanctioning Body Standing Regulations, Event Supplementary Regulations and these Entrant Terms and Conditions.
- 3.3. By accepting these Entrant Terms and Conditions you are agreeing to comply with all applicable Event Regulations.

### **4. MOTORSPORT AUSTRALIA DISCLAIMER**

- 4.1. Motorsport events are dangerous and may result in injury or death to the person or damage to property. As an essential condition of entry, each Entrant acknowledges, prior to entering any Event driving events, he/she has made him/herself fully aware of the danger as a participant or spectator and or property owner and has accepted all risks. The Entrant, for him/herself, and as agent for any accompanying child, releases, and discharges absolutely the Promoter, the Event Sponsors, and the Event, their employees, contractors, representatives, agents and officials from any liability arising from any circumstance whatsoever.
- 4.2. Further information on the Sanctioning Body Risk Statements can be found here. [Motorsport Australia Risk Statement](#)
- 4.3. By accepting these Entrant Terms and Conditions you are agreeing that you have made yourself aware of the relevant Risk Statement and associated risks.
- 4.4. Dependent on the Sanctioning body, there may be a requirement to sign a further risk statement document at the event.

### **5. TICKETING & REFUNDS**

- 5.1. All Entrant tickets purchased are non-refundable and non-transferrable. Credit transfers for future Events or alternate tickets will not be issued.

### **6. EVENT CANCELLATION**

- 6.1. We reserve the right to postpone or cancel the Event for any reason.
- 6.2. In the occurrence of the cancellation in advance of the Event, we will provide a full refund (excluding credit card processing fee).
- 6.3. In the occurrence of a cancellation or postponement due to Government order, We reserve the right to reschedule the Event and offer an exchange to the rescheduled Event.
- 6.4. In the occurrence of a reschedule, Entrants will be contacted directly with options to receive an exchange or refund.

## **7. LICENCE REQUIREMENTS**

- 7.1. Entrants must hold a current, un-restricted, unsuspended drivers' licence.
- 7.2. Learner drivers are not permitted.
- 7.3. Entrants holding a provisional licence must comply with the license conditions of the state of issue.
- 7.4. Entrants with a provisional license which does not permit them to drive their Entrant vehicle on normal roads are permitted to enter the Event but are restricted to participating in competitions only.
- 7.5. Entrants with a provisional license which does not permit them to drive their Entrant vehicle on normal roads must have a dual Entrant with a full, unrestricted license. The dual Entrant with a full unrestricted license is responsible for driving the vehicle to and from the competition locations. The dual Entrant must be entered into the Event with the same vehicle as the provisional licence Entrant.
- 7.6. The driver of the Entrant vehicle must be the registered Entrant for that vehicle. No other person is permitted to drive the vehicle at the Event. Disciplinary action applies.

## **8. VEHICLE APPROVAL**

- 8.1. Acceptance of the Entrant vehicle for the Event is at the absolute discretion of the Event Organiser.
- 8.2. Vehicle entries will only be considered if all criteria are met, and your application is fully completed including payment in full.
- 8.3. We reserve the right to decline any entry during the application process without providing a reason.
- 8.4. In the event of an entry being declined during the application process a refund will be issued.
- 8.5. If your vehicle fails Scrutineering at the Event, it will not be permitted to participate in the Event. In this occurrence you will be considered a Non-Participating Entrant and your ticket will be transferred to a spectator ticket.

## **9. ENTRANT REQUIREMENTS**

- 9.1. To be considered an Entrant at the Event, you must bring your vehicle to the Event and successfully pass scrutineering.
- 9.2. If you do not bring your vehicle to the Event, you will be considered a Non-Participating Entrant.

## **10. NON-PARTICIPATING ENTRANT**

- 10.1. If you are unable to bring your vehicle to the Event (Non-Participating Entrant) or your vehicle fails Scrutineering, your ticket will be transferred to a spectator ticket and you will be able to collect your Entrant Pack at the Event. Entrant Packs do not include Entrant Stickers. Additional conditions may apply for collecting Entrant packs at the Event.
- 10.2. By not bringing your vehicle to the Event you are not eligible for a Buddy Pass (where Buddy Passes are an inclusion with the Entrant Pass only).
- 10.3. By not bringing your vehicle to the Event you are not eligible for an Entrant Support Vehicle Pass.

## **11. VEHICLE CHANGES**

- 11.1. Change of vehicles are permitted provided the new vehicle meets the minimum requirements as outlined in the 'Vehicle Entry Guide' document.
- 11.2. Vehicle swaps will be permitted up to 4 weeks prior to the first day of Scrutineering at the Event.

- 11.3. Vehicle swap will incur an additional fee of \$100 plus any credit card and booking fees per change.

## **12. DRIVER CHANGES**

- 12.1. Change of driver will be permitted up to 4 weeks prior to the first day of Scrutineering at the Event.
- 12.2. Change of driver will incur an additional fee of \$200 plus any credit card and booking fees.

## **13. ENTRANT COMMUNITY CODE OF CONDUCT**

We believe in fostering a positive and respectful community that reflects the spirit of our Event. By entering the Event, you agree to abide by this Entrant Community Code of Conduct and help us create an enjoyable and safe environment for everyone. Let's come together to celebrate our shared passion for automotive culture responsibly and respectfully.

### **13.1. Respectful Communication**

- Treat others with respect and courtesy in all interactions related to the Event.
- Any offensive or derogatory language, behaviour, emails, phone calls and social media comments and posts will not be tolerated and will result in your Entrant privileges being removed and tickets cancelled.

### **13.2. Positive Promotion**

- Feel free to share and post your positive experiences from the Event. Spread the enthusiasm in a friendly and constructive manner.
- Any online behaviour that violates this Entrant Community Code of Conduct including posting images or videos of anti-social behaviour including dangerous driving will not be tolerated and will be dealt with appropriately.

## **14. ENTRANT BEHAVIOUR**

By participating in the Event, you agree to conduct yourself in accordance with the following Entrant Behaviour. As an Entrant, you are an essential part of creating a safe, enjoyable, and memorable experience for everyone involved.

### **14.1. Show Respect & Respect the Show**

- Treat all participants, attendees, staff, security and volunteers with respect and courtesy.
- Always conduct yourself in a responsible and well-behaved manner.
- You are responsible for the behaviour of the passengers in your Entrant vehicle.
- Any anti-social or dangerous behaviour conducted by passengers within your Entrant vehicle will be subject to Event disciplinary measures and may be subject to Motorsport Australia disciplinary action and Police action.

### **14.2. Safety First**

- Prioritize safety in all your activities during the Event.
- Follow all safety guidelines and instructions provided by the Event Organisers and venue staff.

### **14.3. Responsible Driving**

- While driving your vehicle within the Event premises or on public roads surrounding the venue, always adhere to traffic rules and speed limits.

- Do not conduct any form of reckless driving, or any actions that may endanger yourself, other participants, or bystanders.
- As an Entrant you are representing the Event. Any form of reckless or dangerous driving outside of the Event venue will be dealt with in the same manner as if it was inside the Event including Motorsport Australia disciplinary action and Police involvement.
- Any Entrant displaying behaviour that violates normal road rules will be subject to Event disciplinary action and may be subject to Police and Sanctioning body disciplinary action.

#### **14.4. No Burnouts**

- Burnouts are only permitted to be performed on the burnout pad during competition.
- Burnouts are **PROHIBITED** in all other areas at all times.
- Any Entrant conducting burnouts in any area other than the burnout pad during competition will be subject to Event disciplinary action including eviction from the Event and may be subject to further Motorsport Australia or Police action.

#### **14.5. Alcohol and Substance Use**

- If you choose to consume alcohol, do so responsibly and in accordance with the law and your licence requirements. Excessive drinking that leads to disruptive behaviour will not be tolerated.
- Entrants competing in events must return a negative blood alcohol reading to be permitted to compete. A NEGATIVE READING means a reading that is less than or equal to "0.010" as displayed on a breathalyser and as outlined in the Motorsport Australia Alcohol Policy.
- Breath testing is conducted at the Event.
- The use, possession, or distribution of illegal substances is strictly prohibited and will result in immediate removal from the Event and Police action.

#### **14.6. Cooperation with Officials**

- Cooperate with Event Organisers, security personnel, and law enforcement officers at all times.
- Follow their instructions promptly and without argument.

#### **14.7. Accountability**

- Take responsibility for your actions during the Event and accept the consequences of any misconduct or violations.
- Failure to comply with this Entrant Behaviour may result in consequences, including warnings, expulsion from the Event, banning from future Events, or, in severe cases, legal action.

### **15. VEHICLE SEARCHES**

- 15.1. By participating in the Event, you are agreeing to undergo a vehicle search each time you enter the venue and any other time at the discretion of Event Organisers.
- 15.2. The purpose of these searches is to prevent potential hazards, illegal activities, and ensure compliance with Event rules and regulations.
- 15.3. Vehicles will be searched for any prohibited items.
- 15.4. Any prohibited items will be confiscated and will not be returned.
- 15.5. Entrants are expected to comply with instructions given by security personnel during the search and are expected to treat the security personnel with respect during the search.

### **16. LIABILITY**

- 16.1. To the fullest extent permitted by law, we do not accept liability of any nature for the acts, omissions, or default of those providing services in connection with the Event or any liability for

any illness, injury, damage, loss, delay or additional expenses which are incurred at or in association with this Event. Where legislation implies any condition or warranty which cannot be excluded or modified, that condition or warranty will be deemed to be included in this agreement. However, our liability for any breach of such condition or warranty will be limited, at our option, to the resupply of the services or the cost of having the services supplied again. In no Event will we be liable for any indirect, consequential, exemplary, or special damages.

- 16.2. You acknowledge that neither We nor the venue will be responsible for any loss or damage to the property (including personal property such as bags, money, or other personal items) brought to or purchased at the Event by you or your invitees.
- 16.3. You will be liable for any loss or damage caused at the Event by you or your invitees.

## **17. RIGHT OF ADMISSION**

- 17.1. The right of admission to the Event is reserved and is subject to the Event Organiser and the Event Terms and Conditions.

## **18. PRIVACY POLICY**

- 18.1. Pursuant to your booking, we may need to collect and keep personal information about you including your name, address, credit card or payment details, telephone number and the names of all ticket allocations. Your name, address and contact details will be shared with the Sanctioning Body responsible for the Event. We will collect and store your information, and if required by law, disclose information in accordance with the Privacy Act 1988.
- 18.2. By entering (event), you give permission for the organisers to discuss and make alterations to your entry with the listed Entrant, or your emergency contact.  
We (event) are not able to discuss your application form with anyone else without prior written approval from the listed Entrant.

## **19. IMAGE USE**

- 19.1. As a condition of entry, each Entrant or agent for any accompanying adult and as parent or guardian for any accompanying child, grants to the Event Organiser the exclusive right to photograph or film or portray the Entrant, any accompanying adult or child and the Entrant's vehicle to use such photograph, film, portrayal without names or credits as the Event Organiser may in their absolute discretion think fit.

## **DECLARATION**

I confirm that I have read and understood these Entrant Terms and Conditions and agree to abide by all Entrant Terms and Conditions for the Event.