

ENTRANT TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1. 'We' means the Event Organiser [Summernats 39 Pty Ltd ABN 57 681 726 456].
- 1.2. 'The Event' means the [Summernats 39] Event.
- 1.3. '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 (this document).
- 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 (section 22).

3. COMPLIANCE WITH THE SUMMERNATS EVENT CODE OF CONDUCT

- 3.1. The Summernats Code of Conduct:

Summernats has a zero tolerance to anti-social behaviour, physical or verbal aggression, indecent, obscene or threatening language, sexually harassing behaviour, offensive or indecent behaviour including failure to comply with a reasonable direction from event management or responsible authorities.

Any anti-social behaviour will result in removal from the event and event re-entry privileges revoked. Failure to comply with The Summernats Code of Conduct may also result in consequences, including banning from future Events, or, in severe cases, legal action.

- 3.2. You agree that the verbal or physical harassment of anyone, in any way, at Summernats is unacceptable. If you engage in such behaviour, you will be ejected from the Summernats.
- 3.3. You acknowledge and agree that, following completion of scrutineering, you are deemed to be representing the Event. Any antisocial, unsafe, unlawful, or inappropriate behaviour by you, whether occurring within any Event precinct or on public roads, may, at the sole discretion of the Event Organiser, result in immediate removal from the Event, revocation of re-entry privileges, and may give rise to further sanctions in accordance with these Entrant Terms and Conditions. By purchasing an Entrant ticket you are agreeing to comply with The Summernats Code of Conduct.

4. SANCTIONING BODY

- 4.1. The Event is a multi-discipline and club status Event sanctioned by Motorsport Australia.
- 4.2. The Event operates under the [Motorsport Australia National Competition Rules](#) and Standing Regulations, the Event Supplementary Regulations, and these Entrant Terms and Conditions.
- 4.3. By accepting these Entrant Terms and Conditions you are agreeing to comply with all applicable Event Regulations.

5. MOTORSPORT ACTIVITIES ARE INHERENTLY DANGEROUS RECREATIONAL ACTIVITIES

- 5.1. 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 all liability for death, personal injury (including burns), psychological trauma, loss or damage (including property damage) ("harm") howsoever arising from your participation in or attendance at the Event, except to the extent prohibited by law.
- 5.2. Further information on the Sanctioning Body Risk Statements can be found here.

[Motorsport Australia Risk Statement](#)

- 5.3. By accepting these Entrant Terms and Conditions you are agreeing that you have made yourself aware of the relevant Risk Statement and associated risks.
- 5.4. Dependent on the Sanctioning body, there may be a requirement to sign a further risk statement document at the event.

6. TICKETING & REFUNDS

- 6.1. All Entrant tickets purchased are non-refundable. Credit transfers for future Events or alternate tickets will not be issued.
- 6.2. We are not involved or responsible for the on-selling of Entrant tickets.
- 6.3. All Entrants are entitled to purchase a maximum of three (3) Entrant tickets for the event.
- 6.4. Entrant Competition Fees (for example, Open Burnouts slots) are non-refundable and non-transferrable.
- 6.5. Entry may be refused if tickets are not purchased through an authorised point of sale. Broken wristbands will not be honoured or replaced.

7. EVENT CHANGE OR CANCELLATION

- 7.1. We reserve the right to withdraw, reschedule or substitute features and may vary advertised programs, prices and venues.
- 7.2. We reserve the right to postpone or cancel the Event for any reason.
- 7.3. In the occurrence of the cancellation in advance of the Event, we will provide a full refund (excluding credit card processing fee).
- 7.4. 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.
- 7.5. In the occurrence of a reschedule, Entrants will be contacted directly with options to receive an exchange or refund.

8. LICENCE REQUIREMENTS

- 8.1. Entrants must hold a current, un-restricted, unsuspended drivers' licence and must present the physical license at Scrutineering, digital licences will not be accepted.
- 8.2. Learner drivers are not permitted.
- 8.3. Entrants holding a provisional licence must comply with the license conditions of the state of issue.
- 8.4. 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.
- 8.5. 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.
- 8.6. 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.

9. VEHICLE APPROVAL

- 9.1. Acceptance of the Entrant vehicle for the Event is at the absolute discretion of the Event Organiser.
- 9.2. Vehicle entries will only be considered if all criteria are met, and your application is fully completed including payment in full.
- 9.3. We reserve the right to decline any entry during the application process without providing a reason.
- 9.4. In the event of an entry being declined during the application process a refund will be issued.
- 9.5. 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.

10. ENTRANT REQUIREMENTS

- 10.1. To be considered an Entrant at the Event, you must bring your vehicle that is listed on your entry form to the Event and successfully pass scrutineering.
- 10.2. If you do not bring your vehicle to the Event, you will be considered a Non-Participating Entrant.
- 10.3. If you have multiple vehicles entered on the same name, only one (1) wristband will be issued to you.

11. NON-PARTICIPATING ENTRANT

- 11.1. 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.
- 11.2. By not bringing your vehicle to the Event you are not eligible for an Entrant Competition Support Vehicle Pass.

12. VEHICLE CHANGES

- 12.1. Change of vehicles are permitted provided the new vehicle meets the minimum requirements as outlined in the 'Vehicle Entry Guide' document.
- 12.2. Vehicle swaps will be permitted up to 2 weeks prior to the first day of Scrutineering at the Event
- 12.3. Vehicle swaps must be completed through the process defined by Summernats 39 Pty Ltd.
- 12.4. Vehicle swap will incur an additional fee of \$150 plus any credit card and booking fees per change.

13. DRIVER CHANGES

- 13.1. Change of driver will be permitted up to 4 weeks prior to the first day of Scrutineering at the Event.
- 13.2. Change of driver must be completed through the process defined by Summernats 39 Pty Ltd.
- 13.3. Change of driver will incur an additional fee of \$200 plus any credit card and booking fees, upon each request to change.
- 13.4. Change of driver includes the transfer of all purchases associated with the original entry, including any additional season passes, merchandise and competition fees.
- 13.5. Change of driver does not include the transfer of any camping site or camping passes purchased under the original entry.
- 13.6. Change of driver is subject to approval.

14. 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.

14.1. 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.

14.2. 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.

15. 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.

15.1. 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.

15.2. 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.

15.3. 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.

15.4. 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.

15.5. 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.

15.6. Cooperation with Officials

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

15.7. Accountability

- Take responsibility for your actions during the Event and accept the consequences of any misconduct or violations.
- You must ensure that you and your invitees act in an orderly manner when attending the event. We may refuse entry or evict you or any of your invitees if they are behaving in a disorderly, offensive or inappropriate manner.

- There will be no refund on any unused portion of tickets if you or your invitees are asked or forced to leave or if you decide not to attend any part of the Event.
- 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.

16. VEHICLE SEARCHES

- 16.1. 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.
- 16.2. The purpose of these searches is to prevent potential hazards, illegal activities, and ensure compliance with Event rules and regulations.
- 16.3. Vehicles will be searched for any prohibited items.
- 16.4. Any prohibited items will be confiscated and will not be returned.
- 16.5. 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.

17. LIABILITY

- 17.1. 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.
- 17.2. 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.
- 17.3. You will be liable for any loss or damage caused at the Event by you or your invitees.

18. RIGHT OF ADMISSION

- 18.1. The right of admission to the Event is reserved and is subject to the Event Organiser and the Event Terms and Conditions.
- 18.2. It is a condition of entry that you submit to a search of person or possessions on entry to the venue if we decide to take such action.

19. PRIVACY POLICY

- 19.1. 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.
- 19.2. 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.

20. CCTV

- 20.1. You may be recorded on CCTV or other surveillance at or near the Venue, filmed or photographed individually or in a crowd, and have your voice recorded during the Event. By attending, you irrevocably consent, without compensation, to Summernats 39 Pty Ltd and its nominees using your likeness and voice globally and indefinitely for purposes such as broadcast and promotion through any

means, including audio and visual recordings. For the full Summernats Privacy Policy, please refer to <https://summernats.com.au/privacy-policy/>.

21. IMAGE USE

- 21.1. 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.

22. PROHIBITED ITEMS

Note, any item below that is confiscated will not be returned at the end of the event. The items listed below are in conjunction with the Event Conditions of Entry.

- Alcohol purchased outside of Summernats event grounds
- Illicit substances and paraphernalia, including unidentifiable substances.
- Canisters of Nitrous Oxide or CO2
- Fuel of any type
- Glass bottles
- Motorcycles
- Motorcycle club colours
- Flares, fireworks, explosives or any fire twirling equipment
- Weapons or explosives of any description
- Gel blasters
- Fires, candles or open flames
- Airhorns / sirens
- Generators
- Protest paraphernalia and banners
- Any clothing that could be mistaken for event personnel including hi-vis
- Pools and Spas
- Professional photography equipment
- Drones or any other remote-control devices
- Clothing bearing any racist language or images.
- Skateboards, scooters, roller-skates, bicycles, e-bikes, motorbikes, segways, hoverboards – motorised or non-motorised.
- Golf carts or any personal motorised vehicles
- Motorised eskies
- Gas bottles heavier than 9 kilograms (inclusive of gas)
- Kettles, toasters, fridges over 180L
- Furniture that is not willing to be taken home
- Platforms, structures or materials to be used to erect platforms or other viewing platforms
- Anything that the event organiser reasonably considers will obstruct the view or jeopardise the safety, comfort or experience of other patrons
- Animals other than animals recognised as assistance animals under the Disability Discrimination Act 1992 (Cth) - Summernats and/ or Security Guards may request evidence.
- Lasers
- Loud Hailers / Megaphones
- Spray cans of paint
- Any other item that Event Personnel consider illegal or dangerous

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.