

## **N DRIVE MEET TERMS AND CONDITIONS**

\*N Drive Meet activities are subject to TERMS AND CONDITIONS FOR THE PROVISION OF AN AUSTRALIAN AUTO-SPORT ALLIANCE EVENT PERMIT.

## **HYUNDAI DRIVING EXPERIENCE EVENT TERMS AND CONDITIONS**

You understand that these terms and conditions are an agreement between you and Hyundai Motor Company Australia Pty Ltd (ABN 58 008 995 588) (“Hyundai”). Your acceptance of these terms and conditions is evidenced by you ticking/marking the checkbox on the registration page and submitting your registration. By agreeing to these terms and conditions, Hyundai grants access to you to participate in the Hyundai Driving Experience Event (“the Hyundai Event”) managed by Connect PR Pty Ltd (ABN 83 682 189 957) (“Event Organiser”) on behalf of Hyundai. By signing this document, you agree to the terms set out below including to exclude or limit your rights to make any claim against Hyundai and the Event Organiser, and you agree to accept the risks of the Hyundai Event which are obvious and inherent or otherwise drawn to your attention by the Event Organiser or which you ought to reasonably be aware, to accept responsibility for your actions during the Hyundai Event, and that you agree to abide by all rules and regulations given by the Event Organiser both within this document and verbally on the day of the Hyundai Event. You acknowledge and agree that you and, if applicable, your parent/guardian will be required to sign these terms and conditions on the day of the Hyundai Event prior to being permitted entry into the Hyundai Event.

I agree to the following terms:

1. I voluntarily elect to participate in the Hyundai Event and fully acknowledge and understand that motor vehicle events of this nature can be dangerous, and involve inherent risks, including but not limited to, the risk of serious injury, permanent disability, property damage or death to myself and to others. I voluntarily accept and assume all such risks.
  
2. I am:
  - a. 18 years of age or over; or
  - b. under 18 years of age, and my parent/guardian will be in attendance at the Hyundai Event with me and agrees to sign a consent form at the Hyundai Event

confirming that they are my parent/guardian and consent to me engaging driving activities at the Hyundai Event.

3. I will provide evidence of my identity to representatives of Hyundai or the Event Organiser on the day of the Hyundai Event.

4. I do not have a medical condition, and I am not taking any medication that would impair my faculties or otherwise affect my ability to safely control a motor vehicle.

5. I agree that I will not be under the influence of any drug or alcohol while driving or being a passenger in a motor vehicle at the Hyundai Event. If I am suspected of being under the influence of any drug or alcohol, I agree that I will not be permitted to drive a vehicle at the Hyundai Event and may not be admitted into the Hyundai Event.

6. I understand that the Hyundai Event may be conducted on public roads or on a closed-circuit track under the supervision of an experienced driving instructor. I will immediately respond to all instructions given to me by the instructor, the Event Organiser and/or representatives of Hyundai and the Event Organiser whilst I am driving a motor vehicle as part of my participation in the Hyundai Event.

7. I agree to exercise due care and caution while walking around the Hyundai Event, when driving a vehicle and whilst I am a passenger or spectator of any vehicle at the Hyundai Event. I acknowledge that vehicles will be driven at and around the Hyundai Event, and I agree to be alert and follow all signage or directions from representatives of Hyundai or the Event Organiser to ensure my safety.

8. I will wear my seatbelt at all times whilst I am in a vehicle at the Hyundai Event and will comply with all directions in relation to any clothing and safety gear required to be worn whilst I am in a vehicle at the Hyundai Event.

9. I understand and acknowledge that driving electric vehicles involves risks, including but not limited to, risks associated with the electric vehicle catching fire and other technical or operational issues associated with electric vehicles. I understand that if an electric vehicle catches fire, it is highly likely that the electric vehicle will be

destroyed. If I drive an electric vehicle at the Hyundai Event, I voluntarily assume all risks associated with electric vehicles and agree to waive any and all claims, demands, or causes of action against Hyundai and the Event Organiser, and each of their directors, officers, employees, agents, volunteers, contractors, sponsors, affiliates, related bodies corporate and representatives arising from or related to the use, operation or driving of an electric vehicle at the Hyundai Event by myself and any third party. I agree to sign a waiver or any other document that may be required by the Event Organiser, Hyundai or any governing body in respect to the use, operation or driving of an electric vehicle at the Hyundai Event. To the maximum extent permitted by law, I release Hyundai and the Event Organiser, and each of their directors, officers, employees, agents, volunteers, contractors, sponsors, affiliates, related bodies corporate and representatives from any and all liability for loss, damage, injury, or harm arising out of or related to the use, operation or driving of electric vehicles by myself or any third party at the Hyundai Event.

10. If driving on public roads, I understand that compliance with the road rules is my sole responsibility while I am driving a motor vehicle as part of the Hyundai Event.

11. I understand that compliance with the track rules is my sole responsibility while I am driving a motor vehicle as part of the Hyundai Event.

12. In the event that I am involved in an accident during the Hyundai Event, I will submit to a breath test and/or blood test to determine the percentage of alcohol and/or drugs in my body when requested to do so.

13. I will provide whatever assistance is required by Hyundai and its insurers in relation to any legal action or claim that may be taken against it or that it may make against its insurers or any third parties with respect to any accident that I am involved in during the Hyundai Event.

#### RELEASE AND INDEMNITY

14. To the maximum extent permitted by law, I agree to release and discharge Hyundai and the Event Organiser, and each of their directors, officers, employees, agents, volunteers, contractors, sponsors, affiliates, related bodies corporate and

representatives from any and all liability for any claims, damage, loss, injury and/or expenses (including legal fees) caused and/or suffered by me in connection with my attendance at, and participation in, the Hyundai Event.

15. I agree to hold harmless and to continuously indemnify Hyundai, the Event Organiser and each of their directors, officers, employees, agents, volunteers, contractors, sponsors, affiliates, related bodies corporate and representatives against any and all losses (including consequential losses), costs, expenses, damages or claims (including claims of negligence) which may be suffered or incurred by or made against Hyundai, the Event Organiser and each of their directors, officers, employees, agents, volunteers, contractors, sponsors, affiliates, related bodies corporate and representatives in connection with my attendance at, and participation in, the Hyundai Event, including but not limited to:

- a. my actions (including negligence) at the Hyundai Event;
- b. my failure to comply with any rules or instructions provided to me by an instructor, Event Organiser and/or representative of Hyundai and the Event Organiser;
- c. any injury, death or property damage caused to myself and my property ;
- d. any injury or death of another person, or property damage caused to another person or other person's property, which is caused by me; and
- e. my breach of these terms.

#### USE OF PHOTOGRAPH, VIDEO AND AUDIO

16. I consent, and grant to Hyundai and its nominees, a perpetual, royalty-free and irrevocable licence to use, reproduce and/or distribute any photograph, video and audio recording captured at the Hyundai Event that features me and/or my vehicle for any marketing, promotional, commercial and related purposes on any medium or in manner it may decide.

#### LICENCES

17. I agree that I have or will obtain prior to the Hyundai Event an "AASA Day Licence" with personal accident cover from the Australian Auto-Sport Alliance at my own cost if I want to take part in the on-track speed activities, including Track Day, Nvy Sessions,

Roll Racing and any other events specified by Hyundai or the Event Organiser, and acknowledge that I will not be permitted to participate in these activities if I do not show evidence of my AASA Day Licence to representatives of Hyundai or the Event Organiser on the day of the Hyundai Event.

18. I agree that I hold a valid Full Driver Licence or Provisional Driver Licence and acknowledge that I will not be permitted to drive at the Hyundai Event if I do not show evidence of my Full or Provisional Driver Licence to Hyundai or Event Organiser representatives on the day of the Hyundai Event. I will not be permitted to drive at the Hyundai Event if I hold a Learner's Permit or do not have a valid Full or Provisional Driver Licence.

#### INSURANCE

19. I acknowledge that I am not covered by any insurance coverage held by Hyundai or the Event Organiser, and it is my responsibility to arrange my own insurance coverage.

#### PERSONAL INFORMATION AND MARKETING

20. I consent to Hyundai collecting the personal information that I have disclosed in registering for the Hyundai Event and using my personal information in accordance with its Privacy Collection Statement and Privacy Policy.

21. I agree to Hyundai using the personal information that I have disclosed in registering for the Hyundai Event to send me marketing communications and I acknowledge that I may opt out of receiving marketing communications sent to me by Hyundai at any time by clicking the unsubscribe link in the marketing communication.

#### EVENT CHANGE, CANCELLATION OR POSTPONEMENT

22. I acknowledge and agree that:

- a. the Hyundai Event program published on the Hyundai Event website may be changed or modified at the discretion of Hyundai;
- b. the Hyundai Event may be postponed, rescheduled or cancelled due to inclement weather or other circumstances beyond the control of Hyundai or the Event Organiser; and
- c. Hyundai reserves the right to cancel or modify the Event at its sole discretion for any reason and, where applicable, will provide me with a refund of the ticket price I paid for the Hyundai Event.

## GENERAL

23. Any headings in this agreement are for convenience only and do not affect the interpretation of the agreement.

24. In relation to its subject matter, this agreement and the Hyundai Driving Experience Event Deed Poll which Hyundai requires me (or if I am under 18, my parent or guardian) to sign on the day of the Hyundai Event, constitutes the entire agreement between me and Hyundai and supersedes any previous representations, understandings or agreement.

25. Failure to enforce or a delay in enforcing any rights under this agreement does not constitute a waiver of those rights.

26. If any provision of this agreement is held to be prohibited, invalid or unenforceable in any jurisdiction, that provision is ineffective to the extent of the prohibition, invalidity or unenforceability in that jurisdiction, the validity or enforceability of that provision is not affected in any other jurisdiction, and the remaining provisions of this agreement are not affected.

27. This agreement is governed by the law in force in the State of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of or exercising.

**AASA TERMS AND CONDITIONS\* - <https://www.aasa.com.au>**

I/We have read and understood the Supplementary Regulations issued for this Meeting and agree to be bound by them and by the National Competition Rules of the Australian Auto-Sport Alliance Pty. Ltd. (AASA).

I/We also acknowledge and agree that neither Australian Auto-Sport Alliance Pty. Ltd., nor the owners of the track, nor the sponsor organisations, nor the land owners or lessees, nor the organisers of the race meeting/event, nor their respective servants, officials, representatives or agents (all of whom shall collectively be called "the Organisers"), shall be under any liability for my death, or any bodily injury, loss or damage which may be sustained or incurred by me, as a result of participation in or being present at the event, except in regard to any rights I may have arising under the Trade Practices Act 1974.

I/We acknowledge that motor sport is dangerous and accidents causing death, bodily injury, disability and property damage can, and do, happen.

I/We accept the conditions of, and acknowledge the risks arising from, attending or participating in the event and being provided with the event services by AASA and the Associated Entities.

**TERMS AND CONDITIONS FOR THE PROVISION OF AN AUSTRALIAN AUTO-SPORT ALLIANCE EVENT PERMIT**

An AASA Event Permit is provided for an AASA sanctioned event for which AASA has agreed in writing to sanction, in an applicable, fully executed Event Permit that is in effect at the time of the event and that has not been cancelled or rescinded by AASA or by the permit holder. This sanctioning provides the Organiser(s), Officials and Participants of the AASA sanctioned event with public liability and personal injury cover as outlined in the insurance summary found at [www.aasa.com.au](http://www.aasa.com.au). All events sanctioned by AASA will be run under the provisions of the AASA National Competition Rules, unless specifically varied with AASA approval, and any Supplementary Regulations issued for the event. To be eligible for an AASA sanction for an event or series of events, a promoter must submit a fully executed Application for an Event Permit on the appropriate online form provided by AASA. An AASA sanction is issued only by AASA Head Office after approval by AASA.

1. INTERPRETATION “Seller” or “AASA” means Australian Auto-Sport Alliance Pty Ltd, their successors and assigns. “Buyer” means the person or club/company/promoter placing an application with AASA for the provision of event sanctioning in the form of a permit. “Conditions” or “these conditions” means these Conditions for Provision of an Event Permit and any other Conditions of Sale by which the Seller has supplied goods to the buyer. “Goods” means all goods, merchandise and services including permits supplied by Seller to Buyer or as Buyer may direct. “Permit” means the document provided by AASA to the Buyer agreeing to sanction an event. “Event” means a competitive or practice motorsport event

2. ALTERATION OF CONDITIONS These Conditions shall apply to all applications for event permits placed by Buyer with AASA to the exclusion of all other terms or conditions unless otherwise expressly agreed in writing. If the terms of the Buyer’s order are inconsistent with these Conditions the delivery of the goods to Buyer or as Buyer directs shall constitute an offer by Seller to sell the goods to Buyer pursuant to these conditions which offer Buyer shall be deemed to accept by taking delivery of the goods.

3. SELLER MAY DECLINE APPLICATION Seller reserves the right to accept in whole or in part any application, or decline an application.

4. GST All prices quoted are in AUD and inclusive of the applicable GST rate, which will be detailed on the tax invoice.

5. QUOTATIONS All proposals/quotations are effective for 30 days from stated date.

6. PAYMENT/SETTLEMENT TERMS Payment for the permit shall be made by Buyer to Seller at least 7 days prior to the date of the event. Invoiced amounts which have not been paid aforesaid may attract an interest charge at the rate for the time being charged by the Seller’s Bank to its customers on overdrafts in excess of \$100 000 from the date when such payment fell due until paid and notwithstanding any agreement for extension of time for payment. Where payments are overdue Seller may at its option either cancel uncompleted contracts or orders forthwith or suspend delivery of goods yet to be delivered and Buyer shall not be entitled to raise any claim for damages, loss or other form of liability arising from such cancellation or suspension.

7. URGENT APPLICATION: Where a permit application is submitted within 7 days of the proposed event, AASA may at its discretion apply an urgent application fee being 30% of the standard permit fee.

8. CANCELLATION POLICY: Where a permit application is cancelled or postponed by the promoter or organiser of within 28 days but more than 7 days prior to the planned event, a cancellation fee of \$50.00 inc. GST will apply. Where a permit application is cancelled or postponed by the promoter or organiser within 7 days prior to the planned event, a cancellation fee of \$150.00 inc. GST will be charged to the Buyer by AASA. Where a permit is cancelled post event for reasons other than force majeure, a cancellation fee of \$200.00 inc. GST shall apply.

9. EXCESS LIABILITY: Any incidents that result in a claim being made under the AASA Event Permit scheme can attract an excess amount of up to \$5,000.00. The event organisers and/or promoters may be liable for part or all of the excess amount. Excesses can be waived by payment of an excess removal fee, if required by the organisers and/or promoters. Please refer to the current price list for further detail.

10. RESPONSIBILITY FOR SAFETY Although safety generally is everyone's concern, by virtue of its limited role in the conduct of an event, AASA cannot be and will not be responsible for any aspects of the safety effort. That responsibility instead rests with the Event Organisers and various participants and officials of the Event(s).

11. OFFICIALS: All officials attending an AASA sanctioned event must ensure that they attend the officials' briefing and sign on at the commencement of the event in order to receive the benefits provided under the permit in the event of an incident. It is the responsibility of the Event Organiser to ensure that all officials hold the appropriate officials licence and/or an appropriate level of experience.

12. MEDICAL PERSONNEL: It is the responsibility of the event organisers to ensure that all medical personnel hold suitable qualifications for their role at an event.

13. LICENCING REQUIREMENTS: The event organisers and their nominated officials are responsible for ensuring that all participants and officials hold a current, valid licence of

a level appropriate to the nature of the event. Failure to comply with this requirement could result in voidance of the permit in the event of an incident. In such circumstances, the Buyer is not entitled to a refund of the permit fee.

14. INCIDENT REPORTING: All incidents in which an event attendee is removed from the venue by civil ambulance must be reported to AASA immediately on 03 5721 7800. The incident report kit provided by AASA must be completed for all incidents and returned along with other post event documents.

15. POST EVENT DOCUMENTATION: It is the responsibility of the event organiser(s), and a requirement of the issuance of a permit, to return all requested documentation to AASA Head Office within seven days of the conclusion of an event. Failure to provide this documentation may result in an administrative fee being incurred by the promoter or organiser, or a hold on future permits being issued, until the required documentation is returned in full.

16. ACCEPTANCE OF ORDERS: The Seller submits its proposal/quotation and the buyer applies for an Event Permit subject to the following rights reserved by AASA:- a) Price Variations. The Seller shall be entitled to vary the prices quoted in the event of: i) Fluctuations in the value of the Australian Dollar or changes in the rates of taxes and duties affecting the costs of supplying the goods between the date this quotation was submitted to the buyer and the date of issue of the permit. ii) Request by the buyer for a variation to the permit. b) Corrections of errors or omissions on invoices and credit notes, if applicable; and c) Rescission of this agreement in the event of the non-validity of the application for an event permit.

17. LIMITATION OF LIABILITIES: The Seller shall not be liable for any loss or damages whatsoever including loss of profits and consequential loss or any third-party claims from the buyer arising from any delay or failure to supply the goods described on the face hereof.

RELEASE AND WAIVER OF LIABILITY

ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

WARNING! Motor Racing is Dangerous, and accidents can and do happen. All care is taken to protect you, but you are warned that there is a possibility of an accident-causing personal injury or death.

Subject to that warranty, if applicable and IN CONSIDERATION of being permitted to compete, officiate, observe, work for, or participate in any way in the EVENT(S) or being permitted to enter for any purpose any RESTRICTED AREA (defined as any area requiring special authorization, credentials, or permission to enter any area to which admission by the general public is restricted or prohibited), EACH OF THE UNDERSIGNED, for himself/herself, his/her personal representatives, heirs and next of kin.

1. Acknowledges, agrees and represents that he/she enters and he/she further agrees and warrants that, if at any time, he/she is in or about RESTRICTED AREAS and he/she feels anything to be unsafe, he/she will immediately advise the officials of such and will leave the RESTRICTED AREAS and/or refuse to participate further in the EVENT(S).

2. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE Australian Auto-Sport Alliance Pty. Ltd., the Organisers, the landowners, promoters, participants, racing associations, sanctioning organizations or any subdivision thereof, track operators, officials, car owners, drivers, pit crews, rescue personnel, any persons in any RESTRICTED AREA, promoters, sponsors, advertisers, owners and lessees of premises used to conduct the EVENT(S), premises and Event inspectors, surveyors, underwriters, consultants and others who give recommendations, directions or instructions or engage in risk evaluation or loss control activities regarding the premises or EVENT(S) and each of them, their directors, officers, agents and employees, all for the purposes as herein referred to as "Releases", FROM ALL LIABILITY, TO THE UNDERSIGNED, his/her personal ON ACCOUNT OF INJURY TO THE PERSON OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OR RELATED TO THE EVENT(S), WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

3. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF PERSONAL INJURY or DEATH arising out of or related to the EVENT(S) whether caused by the NEGLIGENCE OF RELEASEES or otherwise.

4. HEREBY acknowledges that THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk of personal injury and/or death Each of the

UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.

5. Hereby assumes full responsibility for the preparation and safety of the vehicle to be used and further give an assurance that the vehicle has been checked for safety and is in a condition fit to be used for motor racing.

6. Hereby agrees that this Release and Waiver of Liability, Assumption of risk and Indemnity Agreement extends to all acts of negligence by the Releases, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the Fair Trading Act 2012 (Vic) and the Australian Consumer Law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

#### COMMUNICABLE DISEASE EXCLUSION

1. Notwithstanding any provision to the contrary within this policy, this policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

2. For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.

3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

3.3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.