

## Hyundai N Australia Terms & Conditions

### HYUNDAI DRIVING EXPERIENCE EVENT - TERMS & 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/marketing 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 & 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 & 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 & 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.