

TARGA



TERMS AND CONDITIONS FOR ENTRY TO A TARGA EVENT

Applicable to all TARGA events held after 22 March 2023

1. These Terms and Conditions govern your participation in the Event. By completing and submitting an online entry form to apply to participate in the Event (Online Entry Form), you agree to be bound by the terms and conditions set out in this document and acknowledge that you have read and understood the terms and conditions.
2. The following words have the following meanings:
 - Australian Consumer Law** means Schedule 2 of the *Competition and Consumer Act 2010* (Cth) and any equivalent State or Territory legislation.
 - Entry** means an application with TARGA for a vehicle to participate in the Event.
 - Fees** means the entry fee, as notified by TARGA, payable by you to TARGA in respect of your participation in the Event.
 - Health Condition** means any impairment of your mental or physical condition, including but not limited to any of the following:
 - (a) recent stroke;
 - (b) surgery or illness;
 - (c) heart or respiratory conditions, or cardiac disease;
 - (d) neck or back pain, ailments or weakness;
 - (e) broken bones or joint or limb ailments;
 - (f) high blood pressure or aneurysms;
 - (g) diabetes (on insulin therapy);
 - (h) epilepsy;
 - (i) prescription medication that may adversely affect my participation in the activity; or
 - (j) any other pre-existing medical or physical condition that prevents safe participation, including pregnancy, in the Event.
 - Vehicle** means the vehicle you specify in the Online Entry Form to participate in the Event.
 - Event** means the TARGA event for which you have made your Online Entry Form.
3. The organiser of the event is Targa Australia Pty Ltd ACN 092 438 992
4. A binding contract between you and TARGA for your participation in the event in accordance with these terms and conditions will arise as soon as:
 - (a) TARGA has accepted your application to participate in the event as set out in the Online Entry Form by sending you written confirmation of your application and your invitation to compete; and
 - (b) TARGA has received full payment of your entry fee; and
 - (c) TARGA has received all required documentation
5. Participation in the event will not be permitted if TARGA have not received all required documentation duly executed by you.

1. Application

Applications are to be lodged with TARGA via the TARGA Australia entry console on the TARGA website; specifying the vehicle in which the applicant has nominated to compete/participate; listing the exact year the vehicle was built, and be accompanied by an application fee of AUD\$1,000 inc GST, which is non-refundable or non-transferrable, if the applicant withdraws, for all entry fee options except those titled 'Fully Paid', which require full payment at the time of entry, which is 50% refundable and non-transferable, if the applicant withdraws.

Any withdrawal within twenty-one days before the start of the event will not be entitled to a refund at the sole discretion of TARGA. Applications may be submitted after the close of applications date at the discretion of TARGA.

- TARGA reserve the right to charge additional fees (levies), as required, for third party providers or unforeseen circumstances. These fees will be advised to all applicants and listed on the TARGA website no less than 30 days before the commencement of the event.
- TARGA reserve the right to amend or cancel the specific competition or section of the event, which you have applied to enter, without giving a reason.
- TARGA reserve the right to move you and/or your vehicle to another competition or section of the event, up to the start of the event, without giving a reason.

Additional crew members may be nominated as replacements before or during the event, but the nomination must be submitted using the correct form. Acceptance of the nomination will be at the discretion of TARGA. A fee of AUD\$2,000 including GST will apply for each additional person nominated for each vehicle.

2. Entry Fees

All published entry fees must be paid by the closing date of entries. If any entry fee is not received in full by this date, TARGA reserve the right to withdraw the invitation and allocate the vehicle competition number to another invited applicant.

- Please note: entry fees include the following: event entry, merchandise pack, hire of RallySafe or similar tracking device, compulsory towing insurance, two welcome party tickets, two vinyl door panels, two vinyl number plates (two metal number plates at TARGA Tasmania), two presentation dinner tickets and up to six registered service crew.

3. Invitation to Compete

An 'Invitation to Compete' is issued by TARGA at their sole discretion. Any such invitation applies only to the nominated entrant, the nominated driver & navigator, and the nominated vehicle as shown in the application. An entrant wishing to change the vehicle, or any crew member, originally nominated after an invitation to compete has been issued, must notify TARGA who, at their sole discretion, reserve the right to withdraw the original invitation and consider the proposed replacement vehicle, or any crew member, as a new application. TARGA reserve the right to decline an Invitation to Compete in an event without giving a reason. An entrant invited to compete will be notified of our decision to issue an invitation. If any outstanding entry fee/s are not received in full by the close of entries date, TARGA reserve the right to withdraw the invitation and allocate the vehicle competition number to another invited applicant. TARGA owns all vehicle competition numbers and reserves the right to allocate any number to who it decides and can change any competitors allocated competition number without giving a reason.

It is a condition of entry that from the successful completion of each vehicle's pre-event scrutiny form and pre-event tyre-marking, the vehicle is subject to security park conditions as set down in the Sporting Regulations. It is also a condition of the invitation that it is acknowledged a \$25,000 excess is in place for all property damage caused by competitors and tour participants at all TARGA events.

In accepting an invitation to compete you acknowledge, warrant and represent to TARGA that:

you have (or will) read, accept and agree to be bound by all rules or regulations provided to you by TARGA;

- a. all details provided by you on your entry form/s are true and correct;
- b. you have sufficient experience in driving vehicles, including driving at high speeds, and understand all the risks involved in driving a vehicle;
- c. you have not been charged with any serious road offence, including, but not limited to, any road related death or dangerous driving charges;
- d. at all times during the event, you will:
- e. be over the age of 18 (exemptions apply for non-driving navigators) and provide evidence of such at the request of TARGA;
- f. have a current valid full Australian driver's licence or a current valid overseas driver's licence recognised in the jurisdiction in which the event is held;
- g. hold a valid, and required level, competition licence;
- h. comply with all rules in relation to the event provided by TARGA;
- i. comply with all applicable laws;
- j. comply with all directions issued by TARGA, including, but not limited to, all briefings prior to taking part in the event, wearing any required safety equipment and any warnings of driving or speed infringements;
- k. notify TARGA of any accident in which you are involved;
- l. not be under the influence of any alcohol, legal or illegal drugs or substances that may impact on your ability to participate in the event, including your ability to drive a vehicle; and
- m. not be affected by any health condition or will provide written certification from your physician that the health condition will not affect your participation in the event and will not be aggravated by your participation in the event.

By participating in the event, you agree that you must:

- a. allow TARGA to install a RallySafe, or similar tracking unit into your vehicle or agree to use a provided application on your mobile phone;
- b. you will provide a suitable power source for this unit or your mobile phone
- c. not interfere with any RallySafe or similar tracking unit;
- d. regularly inspect your vehicle during the event and ensure that it is in a roadworthy and safe condition before driving the vehicle, or allowing it to be driven;
- e. ensure that your blood alcohol concentration is 0.00 at the commencement of each day of the event, and maintain this level throughout each day of the event; and
- f. submit to daily blood alcohol breath tests along with random blood alcohol and drug tests, which can be conducted at any time during the running of the event.

Due to the nature of the event, your participation and usage of your vehicle in the event is at the sole and absolute discretion of TARGA. TARGA may refuse to allow you to compete/participate, suspend or ban you from competing/participating in any part of or whole of the event, at any time, in its absolute discretion, including if:

- (a) you breach any term of these terms and conditions;
- (b) a warranty or representation provided by you is, or at any time becomes, untrue or inaccurate;
- (c) TARGA determines, in its absolute discretion, that you are mentally or physically unfit to participate in any aspect of the event;
- (d) TARGA determines, in its absolute discretion, that your vehicle is not roadworthy, or it is not safe for your vehicle to participate in the event; or
- (e) you fail to pass a blood alcohol breath or drug test.

4. Warranty

Subject only to clause 4, TARGA do not provide any warranties that the event (or any services in relation to the event) will be provided with due care and skill or that any materials or equipment provided in connection with the event will be fit for the purposes for which they are supplied. To the fullest extent permitted by any law, all conditions and warranties implied by law arising out of or in connection with the supply of the event by TARGA, are excluded.

5. Australian Consumer Law

TARGA acknowledges that you may have certain rights under the Australian Consumer Law in respect of the event and nothing in these terms and conditions should be interpreted as attempting to exclude, restrict or modify the application of any such rights. To the extent of any inconsistency between any of those rights you may have and these terms and conditions, those rights will prevail, other than any of those rights that are lawfully excluded under the Deed(s) of Release and Indemnity or any of the other event documents (as that term is defined in the regulations and online entry system).

Subject to the Australian Consumer Law and any other applicable law, TARGA will not provide any refunds in respect of the Entry Fees in the event of a cancellation of your entry where:

- (f) you change your mind;
- (g) there is a change in your personal circumstances;
- (h) you do not attend the event, or you only compete/participate in part of the event; or
- (i) there is inclement weather or any other unforeseen conditions during the event that prevent the event from proceeding.

6. Event Cancellation and Insurance

Should the event be cancelled by TARGA more than seven days before the event starts, for whatever reason, the applicant will receive a full refund of entry fees paid at this time. Should the event be cancelled, shortened, altered or interrupted in any way, within seven days of the event starting, or during the event, TARGA will not have any liability to you in relation to any losses, damage, costs, expenses or liabilities you may suffer or incur as a result of or arising out of such cancellation, alteration or interruption, including any travel and accommodation expenses you may have incurred, unless required by law (including under the Australian Consumer Law).

Personal, vehicle and third-party property insurance and/or comprehensive insurance is your sole responsibility, and you acknowledge that any loss, damage, cost, expense, liability, claim, action, proceeding or demand that you suffer or incur will not be covered under any insurance policy held by TARGA.

Limited personal accident insurance for the event will be provided for competition licence holders in accordance with TARGA's personal accident insurance policy. You will need to make your own enquiries as to whether the personal accident insurance is available to you and agree that all insurance arrangements are ultimately your responsibility.

Limited third-party property insurance for the event will be provided for competition licence holders in accordance with TARGA's property insurance policy. It is a condition of the invitation to compete that it is acknowledged a \$25,000 excess is in place for all property damage caused by competitors and tour participants in the event. However, you will need to make your own enquiries as to whether the property insurance is available to you and agree that all insurance arrangements are ultimately your responsibility.

7. Copyright

The entrant agrees all photography, video and film rights for the event is the property of TARGA. Competitors are permitted to carry video cameras in their vehicles for the purpose of making moving or still picture records for their private viewing, but TARGA retain copyright of all photographic and/or film/video footage associated with the event. No movie, film or video taping of any part of the event shall be carried out by the entrant or crew member other than with the express approval, in writing, of TARGA. Any commercial arrangements made by the entrants and crew members for the sale of film or video/still footage, or viewing of such footage in a public place, must be approved in writing by TARGA. Entrants and crew members are advised to contact TARGA prior to making commitments for any such commercial arrangement.

The entrant agrees all data obtained by the RallySafe or similar tracking device for the event is the property of TARGA and competitors can only obtain and use this data with the written permission of TARGA. Failure to observe these regulations may lead to legal action by TARGA for a breach of copyright. All crew members agree to the use in perpetuity of their names and photographs, and photographs of their vehicles, in publicity material issued by TARGA or the event sponsors and to comply with the film and video regulations.

All crew members agree that their names and contact details may be made available to and be used by sponsors and licensees of the event. TARGA have the right in perpetuity to authorise the production, distribution and sale of models, photographs or other forms of reproduction of any vehicle participating in the event, in competition livery (including drivers, co-drivers and navigator names) for event-related promotions.

By signing up for a TARGA event, you agree to subscribe to newsletters, marketing or promotional materials and other information TARGA may send. However, you may opt out of receiving any, or all, of these communications from us by following the unsubscribe link on any TARGA promotional correspondence.

8. Health

You acknowledge that you are choosing to attend an event where you may be exposed to COVID-19 and other diseases (including before and while you are attending the event). It is your own responsibility to acquaint yourself with all relevant information, including applicable health risks. You acknowledge that your decision to participate in the event is based on your own consideration of this information, and you acknowledge and agree that you are aware of, and assume responsibility for, the risks associated at this time. To the fullest extent permitted by law, we accept no liability in relation to these additional risks.

The event will be held in conjunction with the local State Government COVID-19 rules and regulations, which are in place at the time of the event. You agree to comply with any applicable rules and regulations together with any reasonable directions which may be issued by TARGA to ensure the safety of all participants of the event.

9. Governance

These terms and conditions are governed by the laws in force in the State of Victoria and the parties submit to the non-exclusive jurisdiction of the courts of the State of Victoria.

10. Porsche TARGA Tour Only

Please note that by signing up for the Porsche TARGA tour, Porsche Cars Australia's Terms and Conditions also apply. Porsche Cars Australia's terms and conditions were agreed to at the time of your registration with Porsche Cars Australia. Porsche Cars Australia's cancellation and refund policies supersede those that are defined in TARGA's terms and conditions.