

FLINDERS LIONS CLUB MOTORING HERITAGE 2022

Terms and Conditions of Participation

EVENT DETAILS

Date	Sunday 17 April 2022
Venue	Flinders Village precinct, corner Cook and Norman St, Flinders VIC
Description	A fundraising event open to the general public including the display of Vehicles provided by Participants

1. DEFINITIONS AND INTERPRETATION

In these Terms:

ACL means the Australian Consumer Law Schedule to the *Competition and Consumer Act 2010* (Cth) and its associated regulations, as amended from time to time.

Associated Parties means all related bodies corporate, representatives, officers, employees, contractors, volunteers, sponsors and agents of the Event Provider.

Claim means and includes any Loss, claim, action, proceeding or demand made against a person however arising.

Event means the event conducted by the Event Provider as described in the Event Details section of these Terms.

Event Provider means the Lions Club of Flinders District Inc. ABN 98 784 957 738 and includes all Associated Parties.

Loss means and includes any injury, loss of life, damage, loss, cost, expense or liability incurred or sustained by a person (either directly or indirectly) however arising and whether present or future, fixed or unascertained, actual or contingent, special or consequential.

Participant means a person who elects to provide a Vehicle for display at the Event subject to these Terms.

Personal Information has the meaning given to that term in the Privacy Act.

Privacy Act means the *Privacy Act 1988* (Cth) and its associated regulations, as amended.

Terms means these Terms and Conditions of Participation and includes any other directions, rules or regulations specified by the Event Provider from time to time.

Vehicle means any motor vehicle provided by a Participant for display at the Event.

Venue means the venue where the Event will be conducted as specified in the Event Details section of these Terms.

2. PARTICIPATION IN EVENT

- (a) Subject to the Participant's acceptance of, and compliance with, these Terms, the Event Provider will permit the Participant to participate in the Event.
- (b) The Participant acknowledges that, as a condition of entry to the Event, the Participant must adhere to all legal requirements and government directives, including but not limited to those that relate to COVID-19, including any legal requirements in relation to the Participant's COVID-19 vaccination status.
- (c) By providing a Vehicle for display or by displaying a Vehicle at the Event, the Participant:
 - (i) agrees that they will be deemed to have accepted and will be bound by these Terms;
 - (ii) acknowledges that the Event Provider may cancel the Event in its sole discretion; and
 - (iii) agrees that the Event Provider will decide, in its sole discretion, where in the Event that Vehicle will be displayed.

3. PERSONAL CONDUCT

- (a) The Participant must, at all times during the Event:
 - (i) conduct themselves in a civil, safe and proper manner and in accordance with the directions of the Event Provider; and
 - (ii) comply with these Terms, as well as all other directions, rules and regulations of the Event Provider in respect of the Event, the display of the Vehicle or the use of the Venue.
- (b) If the Event Provider determines, in its sole discretion, that a Participant's actions or behavior are likely to put the Event Provider, another Participant or any third party in danger, the Event Provider may immediately revoke a Participant's right to participate in the Event and have that Participant removed from the Venue, by any reasonable means necessary.

4. RELEASE OF THE EVENT PROVIDER

- (a) The Participant acknowledges and agrees that they have voluntarily elected to participate in the Event and that they assume all risks of Loss (including any Loss suffered due to damage to the Vehicle) which is sustained as a result of the Participant participating in the Event.
- (b) To the fullest extent permitted by law, the Participant agrees to release and forever discharge the Event Provider from all Claims arising out of or related to the Event, including any claims for Loss incurred by the Participant due to the Event Provider cancelling the Event, or damage to the Vehicle which occurs during or in connection with the Event.
- (c) The release contained in this clause 4 binds the spouse, heirs, next of kin, executors, legal representatives, administrators and insurers of the Participant.

5. INDEMNITY BY PARTICIPANT

- (a) The Participant agrees to indemnify, keep indemnified and hold harmless the Event Provider against any Loss suffered or incurred by the Event Provider, including (but not limited to) any Loss suffered in connection with:
 - (i) any fines, penalties or similar imposts incurred by the Event Provider;
 - (ii) any injury, including death, sustained by any Participant or a third party;
 - (iii) any loss or damage suffered by a third party which arises directly or indirectly from any action or omission of the Participant, and
 - (iv) any damage to a Vehicle which occurs during or in connection with the Event,which arises, directly or indirectly, from the actions or omissions of the Participant notwithstanding any negligence on the part of the Event Provider, except to the extent prohibited by law.
- (b) The indemnity contained in this clause 5 binds the spouse, heirs, next of kin, executors, legal representatives, administrators and insurers of the Participant.

6. NO WARRANTIES OR REPRESENTATIONS

The Participant acknowledges and agrees that the Event Provider does not make or give any warranty, express or implied, with respect to the fitness for purpose or the skill and care used in connection with any service provided by the Event Provider, the manner in which such service is provided or the materials used in connection with such service.

7. RELEASE FROM STATUTORY WARRANTY

To the extent permitted by law, the Participant hereby waives the application of any statutory warranties and the exercise of any rights conferred by these warranties and agrees to release the Event Provider from any and all liability for the Participant's death or personal injury howsoever arising as a result of the Participant's participation in or attendance at the Event.

8. PRIVACY CONSENT

By entering into these Terms, the Participant consents to the Event Provider collecting, using, storing and disclosing the Personal Information of the Participant in accordance with the Privacy Act and the Event Provider's Privacy Policy.

9. SEVERABILITY

If any provision of these Terms is judged invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction, such invalidity or unenforceability (unless deletion of such provision would materially adversely affect one of the parties) will not affect the operation or interpretation of any other provision of these Terms to the intent that the invalid or unenforceable provision will be treated as severed from these Terms.

10. GOVERNING LAW

These Terms is governed by the laws of the State of Victoria and the Commonwealth of Australia. The Participant irrevocably and unconditionally consents and submits to the non-exclusive jurisdiction of the courts of the said State and Commonwealth and waive any right to object to the exercise of such Jurisdiction.