

The Special Olympics Australia Dream Bike Ride 2016

Privacy Statement

Your privacy is important to us. Your personal information is collected by Special Olympics Dream Ride to process your registration and is shared with Special Olympics Australia to process donations, issue you tax receipts and to communicate with you about Special Olympics Australia. For these purposes your information may be shared with trusted third parties and service providers such as mailing houses. Our Privacy Policy is available at www.specialolympics.com.au and contains information about how we collect, use and disclose personal information, how to access or correct information we hold about you, and how to make a complaint.

Terms & Conditions

1. Special Olympics Dream Ride Pty Ltd (ACN 612 566 560) of Level 12, 680 George Street, Sydney NSW 2000 (**SODR**) will operate the *Special Olympics Australia Dream Ride 2016 (Dream Ride)* on Sunday 4 December as part of the MotorWorld Sydney event.
2. Each participant, including drivers and passengers (except Athletes) (**Participant or you**) agrees to comply with these terms and conditions. SODR may change these terms and conditions from time to time in its discretion. In this case, SODR will post the revised terms and conditions on the website. www.dreamride.com.au

Entry

3. The number of Participants will be strictly limited by number and will be decided in order of registration received. Each participant must comply with these terms and conditions to be eligible.
4. To be eligible for the Dream Ride, each Participant must:
 - (a) have satisfied the registration payment set out in clause 6 below;
 - (b) have a current Australian Driver Licence which allows them to drive the type of vehicle he or she has registered to drive in the Dream Ride;
 - (c) hold compulsory third party insurance as required by law;
 - (d) have an alcohol reading of 0 (zero) at all times during the event; and
 - (e) otherwise comply with these terms and conditions.

Registration Fees

5. Each Participant must pay the Registration Fee as set out in the table below.

Type of entry	Registration Fee (per Participant including pillion passenger)
Motor Bike Rider	\$55 incl. GST

Motor Bike Passenger	\$55 incl. GST
Trike (3-wheeler) Rider	\$55 incl. GST
Trike Passenger	\$55 incl. GST

Fundraising

6. Each participant is encouraged to raise funds for Special Olympics Australia, to help provide sporting opportunities for people with an intellectual disability. You will be able to set up your own fundraising page to assist with fundraising activities. We suggest a fundraising goal of \$200 per bike or more. Any donations made via your fundraising page will be deposited to Special Olympics Australia as a charitable donation and receipted accordingly. Donations are not refundable in any circumstances.
7. Payment of the registration fees will be made to Special Olympics Australia using the Special Olympics Australia payments platform at www.dreamride.com.au. Special Olympics Australia collects payment of these registration fees as billing agent for SODR and will on-pay them to SODR.
8. Registration in the Dream Ride is not transferable to any other person.
9. To the extent permitted by law, SODR can in its sole discretion reject or cancel your entry (including after you have paid the Registration Fee) if:
 - (a) in the opinion of SODR, you are unable to complete the Dream Ride fundraising within the cut-off times; or
 - (b) you have not complied with these terms and conditions.
10. SODR will only offer a refund of your Registration Fee if Dream Ride is cancelled, rescheduled or significantly relocated, or to the extent otherwise required by the Australian Consumer Law. You must apply for any applicable refund within 30 days of the date of cancellation. SODR will not refund your Registration Fee as a result of your change of mind or a change in your personal circumstances. If Dream Ride is cancelled, rescheduled or significantly relocated, SODR's liability is limited to the Registration Fee. Unless required by the Australian Consumer Law, SODR will not be liable for any other losses you incur as a result of the cancellation, rescheduling or relocation of Dream Ride. Fundraising contributions (donations) are not refundable in any circumstances.

The Event

11. On the day of the Dream Ride, you must comply with all directions and instructions given by SODR Personnel and other Dream Ride officials and the police. These may include directions for you to leave the Dream Ride area, such as for behaviour or safety reasons, or directions for you to undertake a breath test.
12. You agree SODR or its Personnel has the right to request verification of your age, identity, residential address and any other information relevant to the Dream Ride.
13. Each vehicle in the Dream Trike Ride must accept one Athlete, as determined by SODR, as a passenger in the Participant's vehicle from the meeting point at Brabham Drive for the Lap of

Honour. Dream Trike Ride Participants must provide a spare helmet for use by the Athlete. The Participant acknowledges:

- (a) there will be no accompanying guardian (such as a carer or parent) of the Athlete in the vehicle;
 - (b) SODR will have taken reasonable steps to select suitable Athletes for Dream Ride; and
 - (c) SODR takes no responsibility for the conduct of the Athletes during Dream Ride.
14. If you have registered to bring a vehicle to participate in Dream Ride, you warrant that the vehicle is registered in your name.
15. It is strongly recommended that you advise your insurance company that you intend taking your vehicle on a race track as part of the Dream Ride activities.
16. Each participant will receive an information pack before the Dream Ride containing relevant information for participation such as procedures, road rules, scheduling and route information.
17. All participants will be issued with a coloured arm band that must be worn at all times for the duration of the Dream Ride.
18. Only registered Participants will be permitted to be on the Dream Ride route during the Dream Ride. For safety reasons, spectators and families are not part of the Dream Ride and must not follow Participants in vehicles or with any other mode of transportation.

Communication

19. Communications relating to Dream Ride, including changes to these terms, will principally be via email or posted on the Dream Ride website. All Participants therefore need to provide a valid email address and regularly check the website. It is your responsibility to read all information that is made available on the Dream Ride website, in emails, newsletters and all other literature concerning Dream Ride.

Releases and Indemnities

20. You acknowledge that:
- (a) you agree to accept full responsibility to inform yourself and assess all the dangers, hazards and risks of entry in the Dream Ride;
 - (b) you rely entirely on your own assessment of these dangers, hazards and risks before participating in Dream Ride and accept all risks associated with participation in Dream Ride, including but not limited to loss of life and/or any injury including, to the extent permitted by law, any permanent injury or damage to property;
21. You agree not to make a Claim against any Released Person for any Loss you suffer because of your personal injury or death while taking part in the Dream Ride. You may make such a Claim if your personal injury or death was caused by the recklessness of the Released Person or to the extent allowed by law.
22. You agree not to make a Claim against any Released Person for any Loss you suffer because of damage to property, including to any vehicle, while taking part in the Dream Ride. This

clause does not prevent you from making a Claim under the *Competition and Consumer Act 2010* (Cth), including under the Australian Consumer Law.

23. You will pay the Released Person the amount of any Loss suffered by that Released Person if you or another person brings a Claim of the kind described in clause 22 or 23 above.
24. Clauses 21 to 24 apply to any person participating in the Dream Ride at your request or with your consent.
25. You further agree:
 - (a) the releases and indemnities given in clauses 21 to 25 are held by SODR on trust for the Released Persons;
 - (b) SODR may plead those releases and indemnities as an absolute bar to any Claim brought against a Released Person;
 - (c) those releases and indemnities continue forever and bind your heirs, executors, personal representatives and assigns;
 - (d) if requested, to sign a release and indemnity form which confirms your obligations as set out in clauses 21 to 24.

26. By participating in Dream Ride, you consent to receive such medical aid or preventative treatment which may be deemed advisable in the unfettered discretion of Dream Ride Medical Officials in the event of any injury accident or illness to you during your participation in Dream Ride.

Privacy

27. You consent to the publication and/or use in any form of media whatsoever of your name, image, voice, statement or otherwise without payment or compensation.
28. You acknowledge that if you provide an emergency contact name and phone number during the registration form or otherwise, that SODR Personnel may contact that person and exchange your personal information with them in case of an emergency. You warrant that you have notified your emergency contact that you have listed them as such and that SODR Personnel may contact them in such circumstances.

Declaration

29. You declare that all the information you supply on the registration form is true and correct.
30. You declare that:
 - (a) you are 18 years or older, and you have read this document and fully understand it;
 - (a) you have a current Australian Driver License which allows you to drive the type of vehicle you will be driving in Dream Ride;
 - (b) your bike/trike will be a registered vehicle and in good working condition at the commencement of Dream Ride; and

- (c) your alcohol reading will be 0 at the commencement and during the entire Dream Ride.

Definitions

31. In these terms and conditions:

Athlete means a guest selected by SODR to participate in the Dream Ride.

Claim means any claim, demand, allegation, suit, action, cause of action, proceeding or judgment of any kind however made or caused.

Consequential Loss mean:

- (a) Loss not arising naturally, that is according to the usual course of things, from the relevant event giving rise to that Loss, whether or not that Loss may reasonably have been supposed to have been in the contemplation of the parties at the time they made this Agreement, as the probable result of the relevant event;
- (b) indirect, economic, special or consequential Loss; and
- (c) Loss in the nature of loss of profits, revenue, data, production, use or Loss of production even if the relevant Loss may reasonably have been supposed to have been in the contemplation of the parties at the time they made this Agreement, as the probable result of the relevant event.

Loss means any loss, damage, claim, cost (including legal costs), obligation, expense, liability or payment of any kind however calculated or caused and whether based in contract (including under any warranty or indemnity), tort (including negligence or breach of statutory duty), breach of statute, misrepresentation or breach of other law or regulatory requirement and whether or not actual or contingent. Loss includes Consequential Loss unless otherwise stated.

Personnel of a person means that person's officers, employees, agents, volunteers and representatives and includes including medical and paramedical personnel appointed for the Dream Ride.

Related Bodies Corporate means, in respect of a body corporate, a body corporate which is (a) a holding company of the first body corporate; or (b) a subsidiary of the first body corporate; or (c) a subsidiary of a holding company of the first body corporate.

Released Persons means SODR, Special Olympics Australia, MotorWorld, any other event stakeholder, the owners, licensees and occupiers of land upon which the Dream Ride or any part of it is conducted, any statutory body or local authority having control over any land upon which the Dream Ride or any part of it is conducted, Sydney Motorsport Park, Dream Ride sponsors, supporters, persons, corporations, contractors, sub-contractors, volunteers, servants and employees involved or otherwise engaged in promoting, staging, administering, conducting or controlling the Dream Ride, its Related Bodies Corporate and each of their respective Personnel.