

# The Special Olympics Australia Soar & Roar Car Ride 2017

## Privacy Statement

Your privacy is important to us. Your personal information is collected by Special Olympics Soar & Roar Festival to process your registration and is shared with Special Olympics Australia (**SOA**) 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](http://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 Soar & Roar Festival Pty Ltd (ACN 612 566 560) of Level 12, 680 George Street, Sydney NSW 2000 (**SOSRF**) will operate the *Special Olympics Australia Soar & Roar 2017* (Soar & Roar Ride) on Sunday 26 November 2017 .
2. Each Athlete participant (**Athlete Participant** or **you**) agrees to comply with these terms and conditions. Your parent or legal guardian must also agree to these terms and conditions. SOSRF may change these terms and conditions from time to time in its discretion. In this case, SOSRF will post the revised terms and conditions on the website. [www.dreamride.com.au](http://www.dreamride.com.au) and endeavour to let you know of the changes by email or otherwise.

## Entry

3. Registration for Athlete Participants will be done online at [www.soarandroar.com.au](http://www.soarandroar.com.au). The number of Athlete Participants will be strictly limited by number and will be decided by ballot. Registrations will close on Wednesday 25 October 2017 or at a date as determined by SOSRF. The results of the ballot will be communicated to you on or by Friday 27 October 2017.
4. To be eligible for the Soar & Roar Ride, each Athlete Participant must:
  - (a) be a registered athlete with SOA;
  - (b) must be 14 years or older
  - (c) be suitable and capable of travelling on their own as a passenger with an owner driver, in a car with potentially limited space inside it;
  - (d) have an alcohol reading of 0 (zero) at all times during the Soar & Roar Ride; and
  - (e) otherwise comply with these terms and conditions.
5. SOSRF will confirm by email by Wednesday 8 November 2016 final confirmation of your registration. SOSRF will not accept any registration on the day of the Soar & Roar Ride (Sunday 26 November 2017).

## **Registration Fees**

6. There is no registration fee for Athlete Participants. However, you may not transfer your registration to any other person.
7. To the extent permitted by law, SOSRF can in its sole discretion reject or cancel your entry if you have not complied with these terms and conditions.
8. If Soar & Roar Ride is cancelled, rescheduled or significantly relocated, then unless otherwise required by the Australian Consumer Law, SOSRF will not be liable for any losses you incur as a result.

## **The Soar & Roar Ride**

9. On the day of the Soar & Roar Ride, you:
  - (a) must wear your club or SOA uniform, as you will be representing SOA or your club;
  - (b) will be pre-assigned to a car/trike and you cannot change your vehicle;
  - (c) must turn up on time at the pre-designated departure point, otherwise you may not be able to participate in the Soar & Roar Ride;
  - (d) if you are in a trike, you must wear the helmet that is given to you or an alternative appropriate helmet at all times;
  - (e) must remain with your assigned vehicle for the lap of honour at Sydney Motorsport Park as well as the morning ride;
  - (f) at the end of the Soar & Roar Ride, must make your own way out of and home from the Sydney Motorsport Park; and
  - (g) must comply with all directions and instructions given by SOSRF Personnel and other Soar & Roar Ride officials and the police. These may include directions for you to leave the Soar & Roar Ride area, such as for behaviour or safety reasons, or directions for you to undertake a breath test.
10. You agree SOSRF or its Personnel has the right to request verification of your age, identity, residential address and any other information relevant to the Soar & Roar Ride.
11. Only registered Athlete Participants and other registered participants will be permitted to be on the Soar & Roar Ride route during the Soar & Roar Ride. For safety reasons, spectators and families are not part of the Soar & Roar Ride and must not follow Participants in vehicles or with any other mode of transportation.

## **Communication**

12. Communications relating to Soar & Roar Ride, including changes to these terms, will principally be via email or posted on the Soar & Roar Ride website. All Athlete 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 Soar & Roar Ride website, in emails, newsletters and all other literature concerning Soar & Roar Ride.

## Important Releases and Obligations

13. You and your parent or legal guardian must be aware that:
  - (a) there will be no accompanying guardian (such as a carer or parent) with you in the vehicle;
  - (b) you could suffer harm by participating in the Soar & Roar Ride, including as a result of:
    - (i) a collision;
    - (ii) harmful acts by other attendees or participants in the Soar & Roar Ride;
    - (iii) any facility failing to ensure the safety of persons attending or participating in the Soar & Roar Ride (including you); and
  - (c) no Released Person makes any promise that the Soar & Roar Ride services will be supplied with due care and skill or that those services or any related product will be fit for the purpose they are supplied for (other than as they are required to by law).
  - (d) the obligations you agree to, and the acknowledgements you make, in clauses 13 to 15:
    - (i) are held by SOSRF on trust for the Released Persons, meaning that SOSRF can enforce them against you on behalf of any Released Person;
    - (ii) may prevent you from bringing any Claim against a Released Person; and
    - (iii) continue forever and bind your heirs, executors, personal representatives and assigns.
14. You agree that:
  - (a) you must inform yourself of all the dangers, hazards and risks of participation in the Soar & Roar Ride, and that you are relying entirely on your own assessment of these dangers, hazards and risks in your decision to participate in Soar & Roar Ride;
  - (b) you accept all risks associated with participating in Soar & Roar Ride. These risks may include loss of life and/or any physical or mental injury (including the aggravation, acceleration or recurrence of any physical or mental injury) including, to the extent permitted by law, any burns, permanent injury, psychological trauma or other mental injury;
  - (c) Soar & Roar Ride Medical Officials may advise medical aid or preventative treatment for you if you have any injury, accident or illness when you are participating in Soar & Roar Ride, and that you consent to that medical aid or treatment in those circumstances.
  - (d) you may be required to sign a release form which confirms these obligations as set out in clauses 13 to 15.
15. In addition to the other obligations in these Terms & Conditions, you agree:
  - (a) not to make a Claim against any Released Person for any Loss you suffer because one or more of the things described above in paragraphs 13 and 14 occurs. However, you may make a Claim if you suffer significant personal injury that is caused by the

recklessness of the Released Person. You may also have rights under Australian law which allow you to make a Claim;

- (b) to pay the Released Person the amount of any Loss suffered by that Released Person if you or another person brings the kind of Claim described in clause 15(a) above.

## Privacy

- 16. 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.
- 17. You acknowledge that if you provide an emergency contact name and phone number during the registration form or otherwise, that SOSRF 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 SOSRF Personnel may contact them in such circumstances.

## Declaration

- 18. You declare that all the information you supply on the registration form is true and correct.
- 19. You declare that:
  - (a) you are 18 years or older, and you have read this document and fully understand it;
  - (b) you have the consent of your parent or legal guardian to participate in the Soar & Roar Ride and they have read this document and fully understand it;
  - (a) your alcohol reading will be 0 at the commencement and during the entire Soar & Roar Ride.

## Definitions

- 20. In these terms and conditions:

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