



Variety Motoring Events

Terms & Conditions

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1. Terms and Conditions

The Variety Motoring Events are all about having fun whilst raising funds for children who are sick, disadvantaged, or have special needs. Whilst we encourage entrants not to take the Variety Motoring Events too seriously, there is a very serious side to the event. For the safety of participants, staff and local communities each entrant must abide by the following terms and conditions.

- i. These Terms and Conditions encompass the following events : Variety VIC Bash, Variety VIC 4WD Trek, Variety VIC Brats Bash and any sub-event that may fall under the banner of one of the previously mentioned events.
- ii. Each participant must read and agree to adhere to all Variety Motoring Event Terms and Conditions, including the Conditions of Entry (agreed to upon entry), Event Guide, the Vehicle Guide for the particular event and the Variety Fundraising Guide.
- iii. Each participant must complete and sign both the Variety Motoring Registration Form and the Medical & Indemnity Form.
- iv. Ages of Entrants:
 - a. **Variety VIC Bash:** All participants must be over 18 years of age.
 - b. **Variety VIC 4WD Trek:** All participants must be over 18 years of age.
 - c. **Variety VIC Brats Bash:** Teams must have a minimum of one parent/guardian in the vehicle, and one child aged less than 17 years old and 9 months.
- v. Teams will be no less than two and no more than four participants unless otherwise authorised by the Variety Motoring Event Manger.
- vi. All participants who will be driving in the Variety Motoring Events must hold a current valid driver's licence.
- vii. All participants agree to abide by road laws as stipulated by each state government.
- viii. All forms provided by Variety to entrants must be signed and submitted to the Variety Victoria office by the due date specified on each form.
- ix. By entering this event you agree to being filmed or photographed, the product of which may be used by, replicated, reproduced & published for any use including but not limited to marketing or promotional purposes.

All entrants must pay Variety for all meal costs associated with the event by the date specified by the Variety Victoria office (the Provisions Levy). A provision levy instalment is requested to be paid at a specified date (see payment schedules in Terms and Conditions parts xii - xiv)
- x. All teams must pay a \$45 public liability insurance fee to Variety by the date specified by the Variety Victoria office. This fee extends the Variety Public Liability Insurance to participants.
- xi. All entrants are responsible for payment of accommodation, refreshments, fuel costs, mechanical repairs and any other out of pocket expenses.



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Variety VIC Bash – Payment Schedule

The minimum requirement to enter the Variety VIC Bash per team is **\$7660**. This fee is made up of **\$660 non-refundable** registration fee and **\$7000** of fundraising payable as per the schedule below:

| Payment | Amount | Due Date |
|------------------------------|------------------|-----------------------------|
| Registration Fee | \$660 (inc. GST) | Upon Registration |
| Minimum Fundraising Achieved | \$2000 | 29 th April 2017 |
| Minimum Fundraising Achieved | \$5000 | 30 th June 2017 |
| Total Minimum Fundraising | \$7000 | 28 th July 2017 |
| Car Insurance | \$45 | 28 th July 2017 |
| Provision Levy | | |
| - Instalment | \$500 | 31 st May 2017 |
| - Balance | TBA | 28 th July 2017 |

xii. Variety VIC 4WD Trek – Payment Schedule

The minimum requirement to enter the Variety VIC 4WD Trek per team is **\$3660**. This fee is made up of **\$660 non-refundable** registration fee and **\$3000** of fundraising payable as per the schedule below:

| Payment | Amount | Due Date |
|------------------------------|------------------|--------------------------------|
| Registration Fee | \$660 (inc. GST) | Upon Registration |
| Minimum Fundraising Achieved | \$1000 | 27 th January 2017 |
| Minimum Fundraising Achieved | \$2000 | 3 rd March 2017 |
| Total Minimum Fundraising | \$3000 | 14 th April 2017 |
| Car Insurance | \$45 | Mobile Workshop Day |
| Provision Levy | | |
| - Instalment | \$500 | 30 st February 2017 |
| - Balance | TBA | Mobile Workshop Day |

xiii. Variety VIC Brats Bash – Payment Schedule

The minimum requirement to enter the Variety VIC Brats Bash per team is **\$1050**. This fee is made up of **\$560 non-refundable** registration fee and **\$500** of fundraising payable as per the schedule below:

| Payment | Amount | Due Date |
|---------------------------|------------------|---------------------|
| Registration Fee | \$550 (inc. GST) | Upon Registration |
| Total Minimum Fundraising | \$500 | Mobile Workshop Day |
| Car Insurance | \$45 | Mobile Workshop Day |
| *Provision Levy | TBA | Mobile Workshop Day |

2. Deeds of Indemnity

In consideration of Variety - the Children's Charity permitting the Participant to take part in a Variety Motoring Event, the Participant will comply with the following Deeds of Indemnity:

i. Definitions

In this Agreement:

"Motoring Event" means any Variety Victoria Motoring Event or sub event.

"Manager" means the person nominated by Variety to be in charge of and manage the Motoring Event

"Motoring Event Rules" means the rules set out in the document produced by the Variety entitled "Entrants Manual".

"Claim or Demand" means any claim, demand, action, proceeding, judgment, order, award, damage or costs of any nature, whatsoever and howsoever accruing.

"Participant" means an Entrant in the Motoring Event and includes the parent/guardian, legal or personal representatives of the Participant as set out in the attached list.

"Landowner" means and includes the owner, lessor, lessee or occupier of any land and any employee, agent or independent contractor of any such person.

"Participant's Support Crew" means and includes (but is not limited to) each person travelling with an participant in his/her vehicle or vessel and each person assisting the Participant in any way including (but not limited to) a mechanic, a member of a mobile workshop team, supply team, or any person acting in that capacity and their legal or personal representatives.

"Variety" means Variety the Children's Charity, and includes each of its officers, members, employees, agents, independent contractors, and volunteers assisting it in connection with the Motoring Event.

"Vehicle" means the vehicle or vessel used by the Participant in the Motoring event.

- ii. The Motoring Event is potentially hazardous to those taking part and the Participant does so at his/her own risk. The Participant acknowledges that, although Variety will take all care in connection with and the carrying out of the Motoring Event, Variety accepts no responsibility for any claim or demand.
- iii. The Participant acknowledges and accepts full and continuing responsibility to maintain the Vehicle in a safe and roadworthy/seaworthy condition for the duration of the Motoring Event. Any scrutiny, inspection or certifying of the Vehicle by Variety shall be for its own purposes only, and the Participant will not rely on any such inspection by Variety as having any effect on the obligation of the Participant to maintain the Vehicle in a safe and roadworthy condition.
- iv. The Participant will comply with all laws and legal requirements, and with all directions of the Motoring Event Manager regarding safety including, but not limited to, requiring Participants to undergo alcohol breath tests. The Motoring Event Manager may require any Participant to cease participation in the Motoring Event if the Participant has a blood alcohol level/reading in excess of that permitted by law. The Motoring Event Manager may also require the Participant to cease participation in the Motoring Event if it is, in his or her opinion, in the interests of safety.
- v. This Deed of Indemnity will not be varied or altered except by Variety. The Participant acknowledges that it has not relied on any representations made by or on behalf of Variety prior to entering into this deed.
- vi. The Participant indemnifies and holds harmless and will keep indemnified and held harmless:
- Variety, from all claims or demands, whether known or unknown, by any person against Variety arising from or related to, either directly or indirectly, the Motoring Event or the carrying out of the Motoring Event; and
 - each Landowner from all claims or demands, whether known or unknown, by any person against the Landowner arising from or related to, either directly or indirectly, the Motoring Event or the carrying out of the Motoring Event.



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- vii. The Participant will not advance, institute, prosecute, cause, procure, finance or support directly or indirectly the advancement, institution or prosecution of any proceeding of whatsoever nature, including (without limitation) any examination, inquiry or investigation, against Variety or any Landowner jointly or severally which relates to or touches upon the Motoring Event or the carrying out of the Motoring Event.
- viii. The Participant releases and forever discharges Variety and each Landowner from all Claims or Demands, whether known or unknown arising out of or relating to the Motoring Event or the carrying out of the Motoring Event.
- ix. This Deed of Indemnity is governed by and construed in accordance with the laws of the State of Victoria.
- x. The Participant must comply with the Motoring Event Rules. The Motoring Event Manager may require the Participant to cease participation in the Motoring Event if the Participant fails to comply with any of the Motoring Event Rules.
- xi. Further conditions of entry may be drawn up by the Motoring Event Manager and will be printed in a regular Newsletter issued from the Motoring Event office of Variety and the Participant must comply with these conditions and the Motoring Event rules.
- xii. The decision of the Motoring Event Manager regarding any matter is final.

3. Variety Motoring Event - Rules and Regulations

The Variety Motoring Event Rules and Regulations are those made by the Variety Victoria office at any time. All entrants agree to abide by these rules upon registration into a Variety Motoring Event.

The Rules and Regulations may be altered and amended at any time and as seen fit by Variety Victoria. Any decision handed down by Variety Victoria will be final with no discussion entered into. During any Variety Motoring Event if any dispute arises as to the interpretation of any of the rules, the Variety Motoring Event Manager's decision will be final.

- i. **OFFICIALS:** In the interest of safety, insurance and event management, the requests and directions of all people designated by Variety Victoria to be Officials ("Officials") will be observed at all times.
- ii. **ROUTE:** The route is that set by Variety Victoria for each listed event, with the approval of the road owners. Some Route Markers will be on route to denote direction and/or detour instructions, but teams must be familiar with their Route Notes and instructions which will be provided to teams on a daily basis.
- iii. **ROUTE DEVIATION:** If nominated roads are affected by adverse weather conditions the Event Manager will liaise with local councils, station owners/managers and any other appropriate bodies to determine an alternative route. Any participant who disregards the Officials instructions to abort the original route will be forced to withdraw from the Variety Motoring Event. If you leave the event's route for any reason, seeking repairs etc., you must inform an Official immediately so checkpoints can be notified.
- iv. **PRIVATE PROPERTY:** The Variety Motoring Event routes from time to time will have access to private property. Care must be taken during this time. Entrants will be responsible for leaving gates as they found them. If any accidental damage is caused to gates, fences or any animals you are required to report any such damage immediately to a Variety Motoring Event Official. Variety Victoria is authorised to make arrangements for the repair of or compensate the landowner for such damage on the basis that the participant will be liable to meet the cost and to indemnify Variety against any liability for that damage.

Whilst having access to private property, participants must not:

- Affix advertising decals and stickers to gates and signs.
 - Wire shut or padlock boundary/paddock gates.
 - Smear grease over gates or accessories.
 - Tamper with road or event signs.
- v. **ALCOHOL:** All open containers of alcohol are banned from the start of the Variety Motoring Event on every day of the event. Anyone found to be carrying an open container of alcohol, or drinking alcohol on the morning of or at the check point of any Variety Motoring Event start will be given a warning.
 - vi. **LITTER:** Litter must not be thrown from any vehicle at any time. All Variety Motoring Event vehicles should be fitted with rubbish bags. Bags should be disposed of in one of the bins provided at each overnight stop. Please respect the local communities we are visiting and bin it.
 - vii. **CIGARETTES AND NAKED FLAMES:** Please ensure safe disposal of your cigarette butts and abide by local fire rules and regulations.
 - viii. **FIREARMS/ PROJECTILES:** Entrants are prohibited from carrying firearms on any Variety Motoring Event at all times. High powered water pistols are also not permitted to be carried or used at any time. The throwing of flour bombs, eggs and any other projectile or food concoction is also banned on any Variety Motoring Event.

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- ix. **FIREWORKS:** Fireworks are an environmental and safety hazard that are banned on any Variety Motoring Event, with the exception of licensed fireworks displays approved and organised by Variety Victoria.
- x. **FLARES:** Flares are for emergency purposes only, unless special dispensation has been obtained in writing from the Variety Motoring Event Manager. Such approval must be obtained prior to the start of the Variety Motoring Event.
- xi. **VARIETY MOTORING EVENT VEHICLES:** All Variety Motoring Event Vehicles must be prepared and in accordance with the particular event's Vehicle Guide.
- xii. **MOBILE WORKSHOP DAY:** All Variety Motoring Event vehicles must attend one day over the Workshop Weekend arranged by Variety to allow a mechanic to check your vehicle to ensure that it meets the Variety Motoring Event Vehicle Compliance criteria. This requirement does not affect your obligation to ensure that your Variety Motoring Event vehicle is in a safe and roadworthy condition, as required by law. Bookings are essential, the dates, times and locations will be advised by Variety Victoria. If a vehicle does not meet the compliance criteria it will not be allowed to begin the event.
- xiii. **OVERTAKING:** Always ask permission to overtake another vehicle. The overtaking vehicle must signal by radio communication, sounding horn or flashing lights their desire to overtake. A driver about to be overtaken must allow the following vehicle to overtake immediately by moving to the side of the road and, if necessary, slowing or stopping.
- xiv. **TAMPERING:** Participants must never tamper with other vehicles on the event or any signage erected by Officials on the route.
- xv. **SUPPORT VEHICLES:** Entrants are prohibited from bringing their own support vehicles on the Variety Motoring Event.
- xvi. **MEETINGS:** At the start of a Variety Motoring Event, all participants are to attend the Entrants Briefing meeting prior to departure. Each morning during the event all crew captains must also attend similar meetings prior to departure each day. These meetings are compulsory and advise the entrants of vital information about the route, fun stops and Variety presentations along the way.

4. Code of Conduct

The Code of Conduct has been set by Variety Victoria to ensure the safety of all participants and protect the reputation of the Variety Motoring Event and Variety Victoria. It contains simple common sense rules and is viewed most seriously.

It is up to each participant / team to police the conduct of other team members. Anyone not adhering to the code will be forced to withdraw from the Variety Motoring Event and may not be invited to participate in future Variety events. As a Variety Motoring Event entrant you are not exempt from state laws or road rules, and anyone caught breaking the law may be prosecuted.

i. **AUTOMATIC DISQUALIFICATION:** Individual entrants will be automatically disqualified from the Variety Motoring Event if:

- They are apprehended by the Police for travelling at a speed, which would result in the loss of a driver's licence (usually 30 km/h above the posted speed limit).
- They are apprehended by the Police for driving under the influence of drugs or alcohol.
- They are involved in an incident of offensive behaviour, which includes assault.
- They are carrying any types of firearms, weapons or flares.
- They receive two failures at either of a Variety Random Breath Test or Variety Radar Speed Test.

ii. **RANDOM BREATH TESTS:**

All participants agree to wear a designated driver badge, or similar ID, while driving, which will be supplied to each team. The designated driver's badge signifies and obliges the wearer to be alcohol and drug free or under the blood alcohol limit as set by the law at all times whilst driving a Variety Motoring Event vehicle. If a driver refuses to submit to such a test on request, the driver will be automatically disqualified from the Variety Motoring Event.

Variety Motoring Event Officials may at any time carry out random breath tests for Blood Alcohol Concentration (BAC) throughout the event. All drivers agree to submit to such tests conducted by these Officials. Where a driver is found to be over the prescribed limit (in that Australian State or Territory), the following actions will apply:

The starter will require that the driver abstains from driving for the day and the team will be required to use a driver that is under the legal BAC limit in that State or Territory.

- A first warning will be given to that individual.
- If a second offence occurs, this will result in the automatic disqualification of the individual from the event.

iii. **RADAR SPEED TESTS:** All Variety Motoring Events are not a race and legal speed limits must be observed at all times. Variety Motoring Event Officials at any time may perform random radar speed tests throughout the event. When a driver is over the legal speed limit a warning will be given. If a second offence occurs it will result in the automatic disqualification of the individual from the event.

iv. **BEHAVIOUR:** Warnings will be given for inappropriate behaviour or incidents that are deemed inappropriate by an Official.

v. **VEHICLE PASSENGERS:** Officials are required to know the whereabouts of all entrants. If you plan to ride in another vehicle, please inform an Official immediately. You are forbidden from allowing any non-participant to travel in your Variety Motoring Event vehicle and you will be legally liable for any claim in any way arising out of breach of this rule.

5. Organisation Values & Behaviour

In order to protect our brand as well as our staff, volunteers, and fundraisers, Variety Victoria has put together a list of identified values & behaviours which we expect all people associated with Variety Victoria to abide by. If you feel that someone has breached our identified values and behaviours, please contact a member of the Variety Office.

TRUST

- Our organisation exists on the trust that we have built up both internally and externally and is fundamental to the way we conduct our business.

INTEGRITY

- Act with honesty, respecting the right of fair process for all
- Maintain confidentiality and respect those we deal with
- Demonstrate moral strength
- Behave with honour and impartiality

LEADERSHIP

- Are approachable and consistent when dealing with colleagues, partners and customers/supporters/members
- Apply fair process
- Strongly commit to the values of the organisation
- Guide, trust, develop and empower colleagues
- Make timely decisions that are guided by both values and experience
- Inspire participation and commitment through a shared vision

FLEXIBILITY

- Are open minded and adaptive to change
- Adopt an attitude of continuous improvement
- Encourage creativity
- Build partnerships with our partners/supporters/members
- Welcome difference
- Practise tolerance

RESPECT

- Accept diversity with tolerance and understanding
- Listen with patience, value opinions and provide feedback
- Are appreciative of and acknowledge the efforts of others
- Consider our internal and external customers
- Inspire confidence through ethical and fair treatment of others

SUPPORT

- Recognise and reward service of members
- Provide empathy in a timely and genuine manner
- Promote professional and career development
- Care for the wellbeing of colleagues

PROFESSIONALISM

- Accept responsibility, show commitment and lead by example
- Achieve and contribute to the professional knowledge pool
- Are accountable to both our internal and external customers
- Maintain high personal standards, taking pride in our appearance and conduct
- Communicate openly, honestly and consistently in a simple and professional manner that can be understood
- Written communications should be precise, concise, to the point and able to be verified
- Are transparent in our delivery and strive for service excellence