

# Driver Search Event – Terms and Conditions

To take part in the Driver Search Event (described further in the Agreement Details and referred to throughout as the **Event**), we need you to provide certain details and agree to the terms and conditions below.

By agreeing to participate in the Driver Search Event, you agree to be bound by the by the following terms and conditions:

## Agreement Details

Event details	
Event	<b>Driver Search</b>
Car	Radical SR3RS
Location	Barbagallo Raceway
Event Dates	Round 1 – Monday 22 July 2019 Round 2 – Monday 16 September 2019 Round 3 – Monday 4 November 2019 Please note that these dates are subject to change by Arise Racing. Arise Racing will take reasonable steps to advise you in advance about any changes to any of the dates.
Event Structure	The Event consists of 3 rounds in accordance with the following structure: <ul style="list-style-type: none"> <li>• <b>Round 1:</b> All Participants will drive 20 laps with an Instructor present in the car. Arise Racing and the Instructors will then assess and decide, by reference to the Judging Criteria, which are the top 15 Participants who will proceed to Round 2.</li> <li>• <b>Round 2:</b> The top 15 Participants from Round 1 (as determined by Arise Racing), will drive 20 laps with an Instructor present in the car. Arise Racing and the Instructors will then assess and decide, by reference to the Judging Criteria, on the top 5 Participants who will proceed to Round 3.</li> <li>• <b>Round 3:</b> The top 5 Participants from Round 2 (as determined by Arise Racing), will drive 20 laps with an Instructor present in the car. Participants will also undertake any additional assessments that Arise Racing considers necessary. Arise Racing and the Instructors will then assess and decide on the finishing order of the top 5 Participants and award the Prizes accordingly. Arise Racing, and your Instructor, will determine the format of each session, including the 'out lap' and 'in lap'.</li> </ul>
Fees	\$1,200 per round for each of the three rounds set out in the Event Structure.
Payment terms	Full payment prior to taking part in the relevant round.
<b>Driver</b>	
Name	
Address	

## Terms and conditions – I agree that:

1. **Agreement:** I must pay Arise Racing the full Fees on the date I entered into this Agreement, or on such other date as specified in the Agreement Details, and Arise Racing agrees to provide the Event on the terms and conditions of this Agreement.
2. **Judging Criteria:** I agree that:
  - Arise Racing may elect not to award any of the Prizes if it determines that less than 5 Participants are eligible for the final round of the Event;
  - any decision made by Arise Racing with respect to the Event is final; and
  - the Judging Criteria may be amended from time to time by Arise Racing in its sole discretion.
3. **Prizes:** Arise Racing's award of any Prize is subject to the winner of that Prize:
  - agreeing to any additional terms and conditions required by Arise Racing;
  - complying with any reasonable requests by Arise Racing in respect of participation in promotional activities, and, if I win a Prize but do not agree to any terms and conditions or to participate in any promotional events required by Arise Racing, then I will forfeit the Prize and will have no other rights or entitlements in respect of the Prize or otherwise against Arise Racing. In addition:
    - Arise Racing may substitute any Prizes for prizes of equivalent value at any time; and
    - I may not transfer any Prize that I may be awarded to any person, nor redeem such Prize for cash.
4. **Risks:** I acknowledge that the Event is an inherently dangerous recreational activity and that by participating in the Event, I will be exposed to certain serious risks.
5. **Participation Form and Rules:** I acknowledge that:
  - it is a condition of my participation in the Event that I must read, understand and sign the Participation Form; and
  - if I do not sign the Participation Form, I will not be allowed to participate in the Event.
6. **Instructions and conduct:** Arise Racing may give instructions or directions to me. I will follow Arise Racing's instructions and directions at all times and, during the Event, I will:
  - attend all compulsory briefings;
  - follow Arise Racing's instructions and directions;
  - behave in an appropriate and ethical manner; and
  - demonstrate respect for the other people in attendance, for Arise Racing's staff and for the property of others.
7. **Stoppage, removal and non-participation:** I acknowledge that:
  - Arise Racing may end any driving session or the Event where conditions have, in its sole opinion, become unsafe whether due to the state of a Vehicle or the track, the weather or any other reason; and
  - Arise Racing may remove any Participant, including myself, from the Event or from its premises for safety reasons or for failure to behave appropriately or follow instructions.
8. **No entitlement to refund:** I acknowledge that if:
  - the Event is ended early; or
  - I am removed from the Event or the premises or otherwise not allowed to participate in the Event, I will not be entitled to any refund or reduction in the Fees, or any entitlements or amounts in respect of any Prizes. If the Event is ended early for reasons that are not related to my behaviour (such as for unsafe weather conditions) then Arise Racing will use reasonable endeavours to reschedule the Event.
9. **Property:** Arise Racing is not responsible for my personal property during the Event and I will return all of Arise Racing's property at the end of the Event.
10. **Images:** Arise Racing may take photos, videos, audio and other recordings or images of me and any persons accompanying me to the Event in connection with the Event (**Images**). Arise Racing:
  - owns all such Images; and
  - may use or reproduce any Images to promote Arise Racing and its activities (including on Arise Racing's website and social media).
11. **Promotion:** I agree to
  - comply with reasonable requests by Arise Racing in conducting promotional activities;
  - direct any media or third party enquires in relation to the Event to Arise Racing; and
  - direct any complaints to Arise Racing.
12. **Non-disparagement:** I acknowledge that I must not undertake any action or pass any comment, both in person or online, that would discredit or in any way harm the image or reputation of Arise Racing or any of its employees, officers or associates.
13. **Participation:** I agree to be present at such times and dates as notified by Arise Racing for the conduct of the Event. If I am unable to participate in the Event due to injury or illness:
  - any Fee that I have paid is non-refundable, however Arise Racing may, in its sole discretion, allow me to substitute another competitor to participate in my place, for round 1 only, provided that the new competitor also agrees to these terms and conditions; and
  - if Arise Racing is satisfied as to the reason for my non-participation in the Event, as evidenced by documentation provided to Arise Racing, Arise Racing may, in its sole discretion, provide store credit which can be spent at Arise Racing for the amount of the Fees less an administrative fee of 25%.
14. **Cancellation by Arise:** Arise Racing may cancel the Event for any reason, or for no reason, and will endeavour to give me as much notice as is possible of such cancellation. Arise Racing will refund any Fees that have been paid, with such refund to be paid within 30 days of such cancellation.
15. **Release and indemnity:** To the extent permitted by law, I release and indemnify Arise Racing, the Owner, and their respective directors, servants, officials, employees, secondees, contractors, representatives, agents, related parties and other Participants in, and spectators of, the Event (the **Associates**) from all claims which may be made by me or on my behalf, in respect of or arising out of any

liability or loss (including but not limited to damage to property, injury or death) that I suffer during the course of, or as a result of my participation in the Event, and however caused, including due to the negligence of or omission of Arise Racing or its Associates.

16. **Vehicles:** I acknowledge that:
- the cars to be provided by Arise Racing for the Event are subject to change at Arise Racing's discretion;
  - Arise Racing will use reasonable endeavours to ensure that the cars provided by Arise Racing for my use will be comparable to the cars provided to other Participants subject to the variations caused by the individual nature of the cars;
  - it is my responsibility to confirm that I can safely fit in the car. Please note that a person over 192cm or 110kg is unlikely to fit into the vehicle in a safe manner; and
  - while Arise Racing will make reasonable endeavours ensure each Participant is allocated a comparable car as described above, this may not always be possible and, in the event that I cannot be allocated a comparable car, Arise Racing will allocate an alternative car or provide a refund of the Fees. If an alternative car is provided, any difference in vehicle capacity will be taken into account when judging my performance.

17. **Insurance:** I acknowledge that I, and any persons I invite to the Event, are not covered by any insurance taken out by Arise Racing.
18. **Privacy:** Arise Racing will collect my personal and health information (including as disclosed in the Participation Form) to help plan, coordinate and evaluate the Event, to respond to injuries or medical conditions that may arise during the Event and to keep me up to date on feedback from the Event and on Arise Racing's activities. Arise Racing will deal with this information as required by law, and as set out in the Arise Racing Privacy Policy, which is available at [www.ariseracing.com.au](http://www.ariseracing.com.au).
19. **My other rights:** I may have other rights under law in respect of the Event (e.g. rights under the Australian Consumer Law) that cannot be limited or excluded. Nothing in this Participation Form limits or excludes those rights. Arise Racing's liability to me in respect of any rights under the Australian Consumer Law is limited, at Arise Racing's option, to resupplying the Event or refunding the fees I have paid in respect of the Event.
20. **Disputes:** Before resorting to external dispute resolution mechanisms, the parties must in good faith attempt to settle by negotiation any dispute in relation to this Agreement, and where practical, each party must refer the matter to personnel who have authority to intervene and facilitate some form of resolution.

## Understanding this Agreement

**Agreement** means these terms and conditions and the Agreement Details.

**Agreement Details** means the details specified as such at the beginning of this document.

**Arise Racing** means Arise Racing Pty Ltd. Arise Racing holds the benefit of this Agreement for itself and its related bodies corporate.

**Driver** means the individual named as the driver in the Agreement Details.

**Event** means the Driver Search Event with the details set out in the Agreement Details.

**Event Structure** means the structure of the Event specified in the Agreement Details.

**Fees** means the fees specified in the Agreement Details.

**I, me and my** means the Driver.

**Instructor** means the driving instructor assigned to a Driver for the relevant round by Arise Racing and to accompany the Driver at all times while the Driver is driving in the Event.

**Judging Criteria** means the criteria outlined in Schedule 1.

**Participant** means any person participating in the Event, including myself.

**Participation Form** means a form of that name provided by Arise Racing on the date of the Event and setting out the terms and conditions of participating in the Event available at the Arise Racing garage at Barbagallo Raceway.

**Prizes** means the prizes specified in Schedule 2.

**Race Car Licence** means the Race Car Licence for the next Formula 1000 Racing Season.

All **decisions** of Arise Racing or its personnel, including an Instructor, under this Agreement or in respect of the Event are made in the sole discretion of Arise Racing or that personnel, as applicable.

Words like **including** and **for example** are to give examples only, and not to limit the meaning.

This Agreement is subject to the laws of Western Australia.

## Judging Criteria

Arise Racing personnel, including the Instructor and instructors of other Participants, will judge Participants across a number of areas to determine which Participants are successful in each round in accordance with the Event Structure. The Instructor will be present in the car next to you at all times. The Instructor will provide driver coaching equivalent to that provided during our normal driver training session, while also judging the Driver on the following criteria set out below.

### 1. Awareness

How the Driver acts and reacts in the car, with their surroundings and with the controls of the car immediately upon entering the car.

### 2. Approach

The manner in which the Driver undertakes all aspects of the Event.

### 3. Taking instructions

The Driver's ability to listen and accept information from the Instructor and to make the necessary adjustments to their driving style and techniques during the session.

### 4. Technique

The Driver's overall technique in respect of the main functions of driving, including steering technique, throttle control, brake modulation and gearshifts. This criterion does not relate to the lap times achieved during the Event.

### 5. Car control

The Driver's car control ability and the manner in which the Driver drives the car up to the limit of grip, without making mistakes or overstepping.

### 6. Demeanour

The Driver's overall attitude, based on how respectful the Driver is to Arise staff, the race car and whether they are calm and consistent in accepting instructions and other information.

### 7. Speed and consistency

The Driver's overall speed will be assessed. This criterion is assessed separately to lap time, and is informed by how quickly or slowly the Driver's laps are achieved, how consistent the laps are, whether there is a gradual improvement over the session, the number of incidents and how quickly the driver adapts to the race car.

### 8. Smoothness

How smooth and controlled the Driver's inputs are, and how the Driver applies them to the car. The Driver's level of mechanical sympathy and understanding of the reaction of the car will also be considered.

### 9. Media and public relations

The Participants selected for the final Prizes will be representing Arise Racing as a brand ambassador for the following season. The Driver must be willing and able to represent Arise Racing well in all forms of media and face to face with clients and sponsors.

Arise Racing personnel will review all score sheets after each round and tally up the totals. Arise Racing reserves the right to moderate scores based on the Driver's performance in situations including change in weather conditions between rounds. Arise Racing also reserves the right to review on board footage after a particular round for the purpose of assessment, which will be overseen by the Arise Racing Head Coach.

### Prizes

#### 1st Prize

The Participant who places **first**, as determined by Arise Racing in its sole discretion, will be entitled to participate in the 2020 season in F1000 with Arise Racing, subject to that Participant entering into the Race Car Licence in substantially the same form attached to this Agreement and as required by Arise Racing.

In addition, Arise Racing will **cover 100% of the following costs** of winning Participant:

- lease fees for the season;
- race round fees for the season, and for 7 rounds of the WA F1000 series; and
- 1 standard test session per race round for the 7 rounds of the WA F1000.

#### 2nd Prize

The Participant who places **second**, as determined by Arise Racing in its sole discretion, will be entitled to participate in the 2020 season in F1000 with Arise Racing, subject to that Participant entering into the Race Car Licence in substantially the same form attached to this Agreement and as required by Arise Racing.

In addition, Arise Racing will **cover 75% of the costs** specified as covered for the Participant winning the 1st Prize, including up to a maximum 75% of the specified maximum values for the 1st Prize.

#### 3rd Prize

The Participant who places **third**, as determined by Arise Racing in its sole discretion, will be entitled to participate in the 2020 season in F1000 with Arise Racing, subject to that Participant entering into the Race Car Licence in substantially the same form attached to this Agreement and as required by Arise Racing.

In addition, Arise Racing will **cover 50% of the costs** specified as covered for the Participant winning the 1st Prize, including up to a maximum 50% of the specified maximum values for the 1st Prize.

#### 4th Prize

The Participant who places **fourth**, as determined by Arise Racing in its sole discretion, will receive a credit for the cost of 2 x 40 lap Arise Racing Radical driver training packages. These must be used within the following 12-month period or will otherwise be forfeit. Any participation in the Arise Racing Radical driver training packages is subject to all participants entering into such further terms and conditions as Arise Racing requires prior to participation.

#### 5th Prize

The Participant who places **fifth**, as determined by Arise Racing in its sole discretion, will receive a credit for the cost of 1 x 40 lap Arise Racing Radical driver training packages, which must be used within the following 12-month period or will otherwise be forfeit. Any participation in the Arise Racing Radical driver training packages is subject to all participants entering into such further terms and conditions as Arise Racing requires prior to participation.

#### No other costs

Any and all costs of a Participant in relation to the use or receipt of a Prize which are not expressly specified as part of the Prize in this Schedule 2 are not included as part of the Prize, including any amounts for components of the Prize in excess of the maximum values specified for such component.