



Cooly Rocks On

Car Run Entrant

Terms and Conditions

TERMS AND CONDITIONS

1. INTRODUCTION

- 1.1 This document sets out the Terms and Conditions on which you may participate in the Car Run.
- 1.2 By purchasing a ticket to participate in the Car Run you agree to comply with and be bound by these Terms and Conditions.
- 1.3 You will be bound by these Terms and Conditions from the date you purchase your ticket/s.

2. DEFINITIONS

For the purpose of these Terms and Conditions, the following definitions are used.

- 2.1 'Car Run' means the Car Run to be staged by the Organiser as part of the Event to coordinate vehicles from Coolangatta to a nominated destination on the Car Run Date.
- 2.2 'Car Run Date' means Wednesday 7 June 2023.
- 2.3 'Entrant' means the registered owner of the Vehicle and/or any person who will be participating in the Car Run on the owners' behalf or with the owners' consent.
- 2.4 'Parties' mean both the Organiser and the Entrant.
- 2.5 'Event' means the annual Cooly Rocks On Festival scheduled to be hosted in Coolangatta, Gold Coast on Wednesday 7 June – Sunday 11 June 2023.
- 2.6 'Organiser' means Major Events Gold Coast (MEGC), ABN 77 633 448 094.
- 2.7 'Terms and Conditions' means this document, and the terms outlined.
- 2.8 'Vehicle' means a vehicle holding a valid ticket to participate in the Car Run.

3. PAYMENTS

- 3.1 You must purchase your Car Run ticket/s via the Event's ticketing platform which can be found <https://www.coolyrocks.com/ticketed-experiences/>
- 3.2 A valid ticket is required for each Entrant participating in the Car Run.
- 3.3 You are responsible for your own costs and outlays in connection with your participation in the Car Run.
- 3.4 Tickets are non-refundable.

4. INCLUSIONS AND SUBSTITUTIONS

- 4.1 Your ticket will specify the items included as part of your Car Run experience and, subject to clause 4.2, the Organiser will provide you with all inclusions specified on your ticket.
- 4.2 If the Organiser is unable to provide any of the inclusions specified in your ticket it may substitute alternative rights or benefits of equivalent specification and value without being in breach of these Terms and Conditions.

5. CANCELLATIONS

- 5.1 Tickets are non-refundable however, in limited circumstances the Organiser may, in its absolute discretion, approve an application for refunds.
- 5.2 If the Organiser cannot deliver the Car Run or all or part of the Car Run must be cancelled due to any circumstance beyond the Organiser's control (for example force majeure, inclement weather, natural disasters, government action or interference, labour shortages, national emergencies and acts of war), you may be eligible for a refund of all or part of the ticket price (excluding booking fee), but refunds will be at the discretion of the Organiser.
- 5.3 If the Car Run is cancelled, you must follow directions from the Organiser in relation to applying for a refund.

- 5.4 Refund applications will not be considered if you have breached these Terms and Conditions.

6. TRANSFERS

- 6.1 If you wish to transfer your ticket to another person, you must do so via the Event's ticketing platform in accordance with the instructions provided on that platform and any other instructions provided by the Organiser. The Organiser may accept or refuse transfer requests in its absolute discretion.
- 6.2 Approved transfers will incur an administration fee as per the Event's ticketing platform's terms and conditions.

7. ENTRANT INFORMATION

- 7.1 An Entrant Information Sheet will be sent out to all Entrants one month prior to the Car Run.
- 7.2 You must familiarise yourself with all aspects of the Entrant Information Sheet and any associated documents and comply with such documents at all times.

8. ELIGIBILITY REQUIREMENTS

- 8.1 Non-ticketed persons will not be permitted to participate in the Car Run or access any associated venue/s or locations.
- 8.2 To be eligible to participate in the Car Run, a Vehicle must be:
- (a) driven by a person holding a valid Australian Driver's license;
 - (b) lawfully registered and have license registration plates fitted or otherwise have an appropriate permit by Queensland Transport; and
 - (c) insured in accordance with clause 13.
- 8.3 No offensive writing or images are to be visible on any Vehicle participating in the Car Run.
- 8.4 If you can no longer bring your ticketed Vehicle to the Car Run due to a fault e.g. breakdown or damage to exterior, you may bring a replacement Vehicle and must send through updated information prior to arriving to site, e.g. updated registration information.

9. MARSHALLING

- 9.1 A valid ticket must be presented at the marshalling location within the agreed marshalling times as outlined in the Information Sheet.
- 9.2 The Organiser will only grant access to the marshalling location to ticketed Entrants.
- 9.3 When entering or exiting any marshalling area or other location associated with the Car Run, you must adhere to the entry and exit guidelines as outlined in the Information Sheet.
- 9.4 Any Vehicle left unattended in the marshalling area or any other location associated with the Car Run after the closing of the Car Run or which is parked in contravention of requirements set out in these Terms and Conditions may be towed by the Organiser without notice to you.

10. COVID-19

- 10.1 You acknowledge that the Car Run will be staged in accordance with all Queensland Government health and safety requirements **at the time of the Car Run** and that this may require you to show your vaccination status to the Organiser. Failure to comply with any of these requirements may result in you being unable to participate in the Car Run and your ticket being forfeited.
- 10.2 You acknowledge that any data collected by the Organiser in relation to the Car Run will be kept for a minimum of five (5) years or otherwise as per Government requirements.

11. WEATHER

- 11.1 The Organiser will monitor local weather in the lead up to and during the Car Run.
- 11.2 The Entrant Information sheet will outline procedures to be followed in the event of severe weather.
- 11.3 The Organiser is not required to issue any refunds or pay any compensation in relation to any action it takes in relation to severe weather during the Car Run.
- 11.4 The Organiser may alter entry, exit or Car Run operating times due to inclement weather, safety concerns or unforeseen circumstances.

12. BEHAVIOUR

- 12.1 Whilst participating in the Car Run you must always abide by any lawful direction of the Organiser, Emergency Services including Queensland Police Service, Queensland Ambulance Service, Queensland Fire and Emergency Services, Security Personnel and Traffic Control staff.
- 12.2 Whilst participating in the Car Run you must ensure that any person who operates the Vehicle:
 - (a) has a valid licence to do so;
 - (b) operates the Vehicle in a safe manner in compliance with all traffic rules and speed limits;
 - (c) does not park the Vehicle in driveways, parking lot aisles, fire lanes, designated loading areas, footpaths or accessible car parks (except with a valid permit); and
 - (d) does not overtake the designated lead vehicle allocated at marshalling.
- 12.3 Whilst participating in the Car Run you must not undertake, allow or procure the undertaking of any of the following activities :
 - (a) threatening, aggressive, abusive or destructive behaviour;
 - (b) the use of foul or abusive language;
 - (c) sexual misconduct;
 - (d) drunkenness;
 - (e) discriminatory, religious, racial, political or homophobic behaviour or abuse;
 - (f) possession, distribution or consumption of illegal drugs or substances;
 - (g) criminal activity;
 - (h) littering;
 - (i) distribution, display or other use of advertising or promotional material;
 - (j) distributing, hawking or offering for sale any goods or services; or
 - (k) activities that could be considered dangerous or a nuisance or annoyance to any other person.
- 12.4 You must not do or omit to do any act or thing which would:
 - (a) hinder the Organiser's ability to prepare for, promote or stage the Car Run; or
 - (b) be prejudicial to the image, reputation or goodwill of the Organiser or the Car Run.

13. INSURANCE AND REGISTRATION

- 13.1 You warrant that you will hold and maintain for the duration of the Car Run (for each Vehicle participating in the Car Run) the following insurance and documentation to cover obligations under these Terms and Conditions, unless an alternate arrangement is approved by the Organiser in writing:
 - (a) Comprehensive motor Vehicle insurance;
 - (b) Compulsory Third Party (CTP) insurance;
 - (c) Current registration certificate: or a temporary permit to move an unregistered Vehicle;

(d) Relevant driver's licence required for type of Vehicle being driven.

13.2 You must immediately notify the Organiser of any occurrence, accident or incident related to the Car Run giving rise or likely to give rise to a claim under any of its insurance policies.

13.3 You must advise of any changes to insurance or Vehicle conditions prior to Car Run.

14. RISK AND LIABILITY

14.1 At all times you are fully responsible for the safekeeping of your Vehicle and for any damage to or loss of that Vehicle.

14.2 You participate in the Car Run at your own risk and release, to the full extent permitted by law, the Organiser and its personnel from any and all claims arising from any accident, loss, damage, injury or death to any persons or property arising out of or in connection with such participation.

14.3 You are responsible for and indemnify the Organiser and its personnel against any claims, including claims arising from accident, loss, damage, injury or death to any persons (including yourself) or property, made against any of them or for which any of them may become liable in respect of or arising from or in connection with any act or omission of yours and the amount of all such claims may be deducted from any monies due or becoming due to you by the Organiser.

14.4 You must pay for or reimburse the Organiser for any costs incurred by the Organiser to repair any damage or recover any losses caused or contributed to by the use or misuse of your Vehicle during the Car Run.

15. PRIVACY

15.1 You acknowledge that any personal information you disclose at time of ticket purchase will be entered into a database.

15.2 You agree that the Organiser and its key stakeholders may use this information for future reporting, for any purpose associated with the preparation, promotion or staging of the Car Run or otherwise in accordance with the Organiser's Privacy Policy.

15.3 You agree that in relation to the Organiser's use of your information pursuant to clause 15.2:

(a) you are not entitled to any remuneration, royalties or any other payment in respect of such use;

(b) any use is made in good faith and is not intended to defame or offend you, damage your reputation or infringe on your privacy; and

(c) the Organiser may assign or transfer the benefit of the release and consent given to any person.

15.4 If you wish to update your details or you do not wish for your details to be used as contemplated by this clause 15, you should make a request in writing to: events@majoreventsgc.com.

15.5 Any request to update, modify or delete your details will be facilitated in a timely manner.

16. PUBLICITY

16.1 You must not make, publish or broadcast any public announcement or comment (including via social media) about or concerning the Car Run, the Event, your relationship with or the affairs of the Organiser if that announcement or comment is or might be considered:

(a) prejudicial to the image, reputation or goodwill of the Organiser, the Car Run or the Event;

(b) prejudicial to the successful staging of the Car Run, the Event or the affairs of the Organiser;

(c) threatening, aggressive, abusive, dangerous or destructive;

(d) discriminatory, religious, racial, political or homophobic; or

(e) foul or abusive comments, statements or gestures.

- 16.2 Upon request of the Organiser, you must promptly take down, delete, retract or remove any announcement or comment made, published or broadcast by you or on your behalf that the Organiser considers is in breach of clause 16.1 or otherwise does not align with and support the good reputation and image of the Organiser, the Car Run or the Event.

17. BREACH AND TERMINATION

- 17.1 The Organiser may cancel your ticket if you breach these Terms and Conditions including if you:
- (a) fail to hold current and relevant insurance policies, and documentation as required by the Organiser; or
 - (b) neglect, fail, or omit to carry out any instruction as directed by the Organiser and its agents;
- 17.2 The Organiser will not be liable to you for any loss of profit, revenue, good will or business opportunities, damaged reputation or for any direct or indirect or consequential loss for any other reason in relation to any cancellation under this clause 17.

18. MISCELLANEOUS

- 18.1 A party will not be liable for any delay in performing, or failure to perform, its obligations under this Agreement if such failure or delay (directly or indirectly or in whole or in part) is caused or in any manner arises or results from Force Majeure and that party has used all reasonable endeavours to minimise the Force Majeure impact on its ability to so perform.
- 18.2 Except as otherwise set out in this Agreement, the Organiser may give or withhold an approval or consent to be given under these Terms and Conditions in its absolute discretion and subject to any conditions determined by it and is not obliged to give its reasons for giving or withholding consent.
- 18.3 These Terms and Conditions are governed by the Laws of Queensland and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of Queensland and waive any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.
- 18.4 If a clause or part of a clause of these Terms and Conditions can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from these Terms and Conditions, but the rest of these Terms and Conditions are not affected and continue as if that part was intended to be removed from these Terms and Conditions.