

IMPORTANT INFORMATION

The following information is required to be disclosed under NSW Fair Trading Legislation to all participants based in New South Wales.

Do you need to sign a Release and Indemnity to participate in the Activity?

Yes, participation in an Activity will not be permitted unless you sign all required Release and Indemnities at or before the **Activity**. For further information see clause 6 of these Terms and Conditions.

Is PCA entitled to use your personal information or image?

Yes, by participating in an **Activity**, you grant PCA the right to use your name, likeness, image and voice in any media for an unlimited period without remuneration in relation to the Activity or for the purpose of promoting any of the PCA's events or products. For further information see clause 9 of these Terms and Conditions.

Is our liability excluded or limited?

Yes. Should the Activity be cancelled, shortened, altered or interrupted PCA, will not have any liability to you arising out of such cancellation, alteration or interruption, including any travel and accommodation expenses you may have incurred, unless required by law (including under the Australian Consumer Law). PCA reserves the right to cancel an Activity or combine the Activity with another session on the same date or to hold the Activity on another date. For more information see clauses 12 and 13 of these Terms and Conditions.

Are you entitled to a refund in respect of the Fees or replacement in respect of a Voucher?

Subject to the Australian Consumer Law and any other applicable law, PCA will not provide any refunds in respect of the Fees, or replacement in respect of a Voucher, where (a) you change your mind (b) there is a change in your personal circumstances, (c) you do not attend the Activity that is the subject of your Booking or (d) there is inclement weather or any other unforeseen conditions during the Activity that prevent the Activity from proceeding.

If you cancel your Booking and make a Cancellation Request, a refund (or if you are holding a voucher, a new Booking) will be considered by PCA on a case-by-case basis. If your Cancellation Request is made less than 14 days before the Activity, no refund of the Fee will be given.

For more information see clauses 14 to 16 of these Terms and Conditions.

Is your personal information disclosed to third parties?

Yes, your personal information is disclosed to third party service providers who assist us in providing the services under these Terms and Conditions, including Dr. Ing. h.c. F. Porsche AG and its related entities, service providers and business partners. Your personal information may also be disclosed where required by law or shared with other entities within the Porsche corporate group (which may be located overseas). For more information see clause 21 of these Terms and Conditions.

1. The organiser of the Activity is Porsche Cars Australia Pty Ltd ACN 004 327 048 (**PCA**).
2. These Terms and Conditions govern your participation in the Activity. By completing and submitting an online application form to participate in an Activity (**Booking Form**), you agree to be bound by the terms and conditions set out in this document (**Terms**) and acknowledge that you have read and understood the Terms.
3. The following words have the following meanings:
 - Activity** means a Porsche Track Experience in your vehicle, or an opportunity to observe the experience, offered by PCA.
 - Australian Consumer Law** means Schedule 2 of the *Competition and Consumer Act 2010* (Cth) and any equivalent State or Territory legislation.

Booking means a booking with PCA to participate in an Activity using the Booking Form.

Fees means the fee, as notified by PCA, payable by you to PCA in respect of your participation in an Activity.

Health Condition means any impairment of your mental or physical condition, including but not limited to any of the following:

- a) recent stroke;
- b) surgery or illness;
- c) heart or respiratory conditions, or cardiac disease;
- d) neck or back pain, ailments or weakness;
- e) broken bones or joint or limb ailments;
- f) high blood pressure or aneurysms;
- g) diabetes (on insulin therapy);
- h) epilepsy;
- i) prescription medication that may adversely affect my participation in the activity; or
- j) any other pre-existing medical or physical condition that prevents safe participation, including pregnancy, in an Activity.

Release and Indemnities means the document made by you in favour of PCA, as set out at ([PCA Release & Indemnity](#)) and the separate indemnity forms in favour of: a) Confederation of Australia Motor Sport Ltd trading as Motorsport Australia, as set out at ([MA Risk Warning, Disclaimer and Indemnity](#)); b) South Australian Motor Sport Board, as set out at ([SAMSB Disclaimer, Exclusion of Liability, Release and Assumption of Risk](#)); and c) The Bend Motorsport Park Pty Ltd, as set out at ([The Bend, Exclusion of Liability, Release & Assumption of Risk Form](#)).

Voucher means a gift voucher issued by PCA in respect of an Activity.

4. Places are strictly limited and payment details or Voucher details are required to be provided with your Booking Form.
5. A binding contract between you and PCA for your participation in the Activity in accordance with these Terms will arise as soon as PCA has:
 - a) accepted your application to participate in the Activity as set out in the Booking Form by sending you written confirmation of your Booking;
 - b) received full payment of your Fees and/or your Voucher; and
 - c) received all required Release and Indemnities duly executed by you (at or before the Activity).
6. Participation in an Activity will not be permitted if PCA has not received all required Release and Indemnities duly executed by you (at or before the Activity).
7. You acknowledge, warrant and represent to PCA that:
 - a) you have read, understood, accept and agree to be bound by these Terms;
 - b) all details provided by you on your Booking Form are true and correct;
 - c) you understand all the risks involved in driving a vehicle at an Activity, including those detailed in the Release and Indemnities;
 - d) you have not been charged with any serious road offence, including, but not limited to, any road related death or dangerous driving charges;
 - e) at any and all times during the Activity, you will:

- i. be over the age of 18 and provide evidence of such at the request of PCA;
 - ii. have a current valid full Australian driver's licence or a current valid overseas driver's licence recognised in the jurisdiction in which the Activity is held;
 - iii. hold a minimum of a current and valid Motorsport Australia Speed licence;
 - iv. comply with all rules and directions in relation to the Activity provided by PCA or their personnel or contractors;
 - v. comply with all applicable laws;
 - vi. not be under the influence of any alcohol, legal or illegal drugs or substances that may impact on your ability to participate in the Activity, including your ability to drive a vehicle; and
 - vii. not be affected by any Health Condition or will provide written certification from your physician that the Health Condition will not affect your participation in the Activity and will not be aggravated by your participation in the Activity
8. Due to the nature of the Activity, participation is at the sole and absolute discretion of PCA. PCA may refuse to allow you to participate, suspend or ban you from participating in any part of or whole of the Activity, at any time, in its absolute discretion, including if:
 - a) you breach any term of these Terms;
 - b) a warranty or representation provided by you is, or at any time becomes, untrue or inaccurate; or
 - c) PCA determines, in its absolute discretion, that you are mentally or physically unfit to participate in any aspect of the Activity.
9. Photographs and/or videos may be taken during an Activity. By participating in an Activity, you grant PCA the right to use your name, likeness, image and/or voice (including photograph, film or other recording) in any media for an unlimited period without remuneration in relation to the Activity and/or for the purpose of promoting any of PCA's events and/or products. This might include using them in printed and online publicity and social media.
10. Subject only to clause 11, PCA does not provide any warranties that the Activity (or any services in relation to the Activity) will be provided with due care and skill or that any materials or equipment provided in connection with the Activity will be fit for the purposes for which they are supplied. To the fullest extent permitted by any law, all conditions and warranties implied by law arising out of or in connection with the supply of the Activity by PCA are excluded.
11. PCA acknowledges that you may have certain rights under the Australian Consumer Law in respect of the Activity and nothing in these Terms should be interpreted as attempting to exclude, restrict or modify the application of any such rights if to do so would be contrary to that law. To the extent of any inconsistency between any of those rights you may have and these Terms, those rights will prevail.
12. Liability & COVID-19: To the extent permitted by law, neither PCA nor any of their related bodies corporate, directors, employees, contractors or agents accept any liability in contract, tort or otherwise for any injury, damage, loss (including consequential loss), delay, additional expense or inconvenience caused directly or indirectly by the acts, omissions or default, whether negligent or otherwise, of third party providers over whom we have no direct control, force majeure (being an act of God, war, disease, epidemic, pandemic, natural disaster) or any other event which is beyond our control.

13. Should the Activity be cancelled, shortened, altered or interrupted, PCA will not have any liability to you in relation to any losses, damage, costs, expenses or liabilities you may suffer or incur as a result of or arising out of such cancellation, alteration or interruption, including any travel and accommodation expenses you may have incurred, unless required by law (including under the Australian Consumer Law). PCA reserves the right to cancel an Activity or combine the Activity with another session on the same date or to hold the Activity on another date. PCA will provide a refund where it cancels the Activity or where you are unable to attend the rescheduled Activity, but otherwise will have no liability to you for any failure to hold the Activity, or the rescheduled Activity.
14. Subject to the Australian Consumer Law and any other applicable law, PCA will not provide any refunds in respect of the Fees, or replacement in respect of a Voucher, where:
 - a) you change your mind;
 - b) there is a change in your personal circumstances;
 - c) you do not attend the Activity that is the subject of your Booking; or
 - d) there is inclement weather or any other unforeseen conditions during the Activity that prevent the Activity from proceeding.
15. If you cancel your Booking, PCA may provide you with a refund if there are special circumstances that PCA considers, in its sole and absolute discretion, warrant a refund. If you believe such special circumstances exist and you wish to cancel your Booking, you should contact PCA immediately (Cancellation Request). If you make a Cancellation Request and PCA decides, in its sole and absolute discretion, to provide you with a refund, then, subject to clause 16, if your Cancellation Request is made:
 - a) 90 days or more before the Activity - Porsche may refund 95% of the Fee;
 - b) Between 60 and 89 days before the Activity - Porsche may refund 75% of the Fee;
 - c) Between 31 and 59 days before the Activity - Porsche may refund 50% of the Fee;
 - d) Between 16 and 30 days before the Activity - Porsche may refund 25% of the Fee.Any request received from a person holding a Voucher that has not expired will be considered on a case-by-case basis and they may be offered a new Booking.
16. If your Cancellation Request is made between 1 and 15 days before the Activity, no refund of the Fee will be given.
17. It is a requirement that you hold a valid civil drivers licence as well as a Motorsport Australia Speed licence. If you **do not** currently hold a Motorsport Australia Speed Licence, please immediately arrange this online at ([Motorsport Australia Speed Licence](#)) otherwise PCA will refuse to allow you to participate in the Activity.
18. It is a requirement that you are comfortably dressed in non-flammable clothing that fully covers flesh from ankles up to and including the neck. PCA recommends non-flammable clothing for all Activities. Fully enclosed flat-soled shoes are mandatory. Drivers are required to provide their own helmets in line with clause 19. When advised by PCA to do so, helmets must be worn by all participants.
19. Helmets will be required for selected activities in the Activity. Customers are required to bring their own Motorsport Australia compliant helmet to the event, or a helmet that at a minimum meets the requirements of Australian Standard AS 1698. PCA follows Motorsport Australia's guidelines in relation to helmets, recommending usage of helmets that comply with Level A of the Motorsport Australia's

helmet requirements. Please refer [\[Schedule D - Apparel Standards of the 2024 Motorsport Australia manual\]](#).

20. You understand and accept that PCA may:
 - a) require you to submit to a random alcohol breath test; and
 - b) refuse to allow you to participate, suspend or ban you from participating in any part of or whole of the Activity, at any time, in its absolute discretion, including if you fail to pass an alcohol breath test.
21. You consent to PCA collecting, storing, handling and using your personal information to assess your Booking Form, contact you about the Activity, for the purpose of direct marketing about its products and services and any other purposes set out in PCA's Privacy Policy. PCA may disclose your information to relevant third parties including Porsche AG (located in Germany) and its related entities, service providers, business partners and as required by law. PCA is committed to protecting your personal information and agrees to handle it in accordance with its Privacy Policy, which is available online at [\[Porsche Privacy Policy\]](#) or by phoning PCA on 1800 711 911.
22. Personal, third party property insurance and/or Vehicle insurance is the sole responsibility of the participant. I agree my personal insurance arrangements are ultimately my responsibility and I will arrange my insurance at my expense.
23. These Terms are governed by the laws in force in the State of Victoria and the parties submit to the non-exclusive jurisdiction of the courts of the State of Victoria.
24. This event will be held in accordance with the local State Government Covid-19 rules and regulations which are in place at the time of the event. You agree to comply with any applicable rules and regulations together with any reasonable directions which may be issued by PCA to ensure the safety of all participants of the event.