

2019 Mystery Box Rally Terms and Conditions

Definitions

Cancer Council means Cancer Council NSW ABN 51 116 463 846.

Event Management Fee means the fee which the Mystery Box Rally Organisers may retain upon completion of the Mystery Box Rally, in accordance with clause 8.3(1) of these Terms and Conditions, to a maximum of 20% of the total Fundraising Amounts raised by all Teams participating in the Mystery Box Rally. The Event Management Fee will be used by the Mystery Box Rally Organisers for costs associated with organising the Mystery Box Rally.

Mystery Box Rally means the car rally commencing on 17th August 2019 and ending on 21st August 2019 as generally described in these Terms and Conditions.

Mystery Box Rally Assistants means all persons engaged (whether voluntarily or otherwise) or employed by the Mystery Box Rally Organisers in the planning, organisation and / or conduct of the Mystery Box Rally, including but not limited to Deborah Forbes, Andrew Holdich and Emma Philp.

Mystery Box Rally Director means James Freeman or as otherwise advised.

Mystery Box Rally Organisers means Box Rallies Pty Ltd (ACN 603 209 409) and the Mystery Box Rally Director.

Participant means a participant in the Mystery Box Rally.

Production Crew means photographers and videographers contracted to Box Rallies.

Rally Car means a car provided by the team that is no less than 25 years old at the time of the Mystery Box Rally and must be 2WD only. 4 wheel drive (4x4), All wheel drive (AWD), buses or vintage/veteran cars are not permitted. Cars must be able to travel at 100 kms per hour.

Sponsors means all sponsors of the Mystery Box Rally and sponsors of Teams participating in the Mystery Box Rally.

Team means a team of a maximum of two Participants.

Introduction

1. Information on how to enter the Mystery Box Rally forms part of these Terms and Conditions. Entry into the Mystery Box Rally by a Participant is deemed to be an acceptance of these Terms and Conditions. Should a Participant not comply with any of these Terms and Conditions, they may be prohibited from participating in the Mystery Box Rally or any future Shitbox Rally or Mystery Box Rally.
2. The Mystery Box Rally is not a race or a competition. Participants must not compete in any manner with other Participants. Participants must not place any bets in relation to the Mystery Box Rally. Participants must drive lawfully, safely and with proper courtesy to all other Participants and members of the public.
3. Participants must be over 18 years of age on 17th August 2019 and hold a full current Australian driver's license in order to participate in the Mystery Box Rally.

Entry

4. To enter the Mystery Box Rally (**Entry**) each Team must:
 1. pay a Registration Fee of \$625 (incl GST) per Team (payable upon acceptance of Entry) (**Registration Fee**); and
 2. raise a minimum of \$3,500; \$1,000 of which must be raised at least 3 months before the start of the Mystery Box Rally, \$2,000 of which must be raised at least 2 months before the start

of the Mystery Box Rally and \$3,000 at least 1 month before the start of the Mystery Box Rally. Teams may continue to fundraise until the end of the Mystery Box Rally, and may also raise funds above the minimum \$3,500 amount (**Fundraising Amount**).

3. pay a Catering & Camping Fee equivalent to approximately \$70 per person per day. The final amount will be communicated to teams and payable 2 months in advance of the event.
5. Acceptance of Entries in the Mystery Box Rally is at the absolute discretion of the Mystery Box Rally Organisers.
6. Prior to the start of the Mystery Box Rally, each Participant must also provide the Mystery Box Rally Organisers with reasonable proof that they have obtained and shall maintain during the course of the Mystery Box Rally appropriate insurance covering their participation in the Mystery Box Rally. Participants should consult their insurance broker concerning obtaining appropriate travel and / or health insurance, and should ensure that this includes Australia-wide ambulance cover. The Mystery Box Rally Organisers reserve the right to decline to allow any Participant who has not obtained appropriate insurance cover to participate in the Mystery Box Rally (in the absolute discretion of the Mystery Box Rally Organisers), whether before or after submission of that Participant's Entry.
7. No refunds of the Registration Fee or Fundraising Amount will be given under any circumstances (including, without limitation: if at any point after a Team or a Participant has entered the Mystery Box Rally Rally, the Team or a Participant of that Team is unable to participate in any stage of the Mystery Box Rally for any reason; if the Team or a Participant of that Team is unable to stay at any of the locations [as organised by the Mystery Box Rally Organisers] during the course of the Mystery Box Rally Rally; or if a Participant is removed from participation in the Mystery Box Rally because he or she has not obtained appropriate insurance (in accordance with clause 6 of these Terms and Conditions). Registration Fees and Fundraising Amounts are non-transferrable.
8. Each Participant acknowledges and agrees that the total Fundraising Amounts raised by all Teams participating in the Mystery Box Rally will be distributed as follows:
9. 100% of the total Fundraising Amounts will go to the Cancer Council; after which costs for Event Management Fee will be distributed
10. Payment of Registration Fees or any part of the Fundraising Amounts may be made via EFTPOS transfer or cheque. Payment details for Registration Fees and any part of the Fundraising Amount will be provided to each Participant following acceptance of their Entry.
11. Prizes will be awarded to some Teams at the end of the Mystery Box Rally. The Teams which receive prizes will be judged on a number of mystery factors. The award of prizes is in the absolute discretion of the Mystery Box Rally Organisers and their decision is final.

Cars

12. Teams must participate in the Mystery Box Rally using the car(s) described when entering the Mystery Box Rally. No less than 25 years old at the time of the Mystery Box Rally and must be 2wd only. 4 wheel drive (4x4), All wheel drive (AWD) and buses are not permitted.
13. Each Team agrees to have official stickers attached to the bonnet and two front doors of their Rally Car during the course of the Mystery Box Rally. Teams may not deface, cover-up or otherwise obscure these stickers and shall endeavour to keep them clean and visible at all times. The Mystery Box Rally Organisers will not be responsible for claims for damage to the exterior of any Rally Car as a result of the application or removal of such stickers. Apart for the requirements set out in this clause 12, teams may otherwise decorate their vehicles as they wish.

Rally

14. Participants must comply with all applicable laws and regulations of each State and Territory through which they travel during the Mystery Box Rally, including without limitation, all speed regulations, laws of the road, laws relating to the safety of Rally Cars used and laws relating to

the possession or use of alcohol, drugs or other prohibited substances.

15. Participants must not during the course of the Mystery Box Rally drive under the influence of alcohol or any other intoxicating substance.
16. The Mystery Box Rally Director may vary the route of the Mystery Box Rally at anytime.
17. Participants must not drive in the Mystery Box Rally if their ability to do so safely and properly is in any way compromised by illness, lack of adequate rest, or any other condition.
18. Each Participant is responsible for all costs and expenses associated with participating in the Mystery Box Rally including but not limited to costs or expenses associated with accommodation, food, repairs to the Rally Car used by their Team, transport, personal expenses, fuel expenses, and any fines which may be incurred by the Participant while participating in the Mystery Box Rally.
19. Participants are responsible for ensuring that they are present for the commencement of the Mystery Box Rally as directed by the Mystery Box Rally Organisers. Participants must also ensure that at least one member of their Team is present for all daily briefings and any other briefings held during the course of the Mystery Box Rally.
20. Participants may not bring any animal (including dogs) with them on the Mystery Box Rally Rally. Should a Participant bring any animal to the Mystery Box Rally, they will lose their place in the Mystery Box Rally, and that Participant will be barred from participating in any future Shitbox Rally or Mystery Box Rally.

Acknowledgement, Release and Indemnity

21. Each Participant acknowledges and agrees that:
 1. participation in the Mystery Box Rally is potentially dangerous and there are risks and dangers associated with participation in it. These risks and dangers include, but are not limited to: the nature of the Rally Cars used in the Mystery Box Rally; traffic accidents; collisions with wildlife, pedestrians, vehicles, other drivers and / or fixed or moving objects; and the negligence of other drivers. Risks may also arise from a number of features of the Mystery Box Rally Rally, including the nature of the activities undertaken as part of, or associated with, the Mystery Box Rally, the roads travelled upon, the distances to be driven, the remote locations covered by the Mystery Box Rally, and the nature of accommodation used during the course of the Mystery Box Rally. Furthermore, participation in the Mystery Box Rally may result in strenuous physical exertion, serious bodily injury, and / or death to Participants or to others;
 2. they have considered and accepted the risks and dangers associated with participating in the Mystery Box Rally (including, without limitation, those set out above), are participating freely in it, and have not relied on any representation, advice, statement or information of any kind provided by or on behalf of the Mystery Box Rally Organisers, the Mystery Box Rally Assistants, the Cancer Council or the Sponsors;
 3. during the course of the Mystery Box Rally, they are responsible for the Rally Car they drive in the Mystery Box Rally, including any damage to the Rally Car or damage caused by the Rally Car to any property or person;
 4. they will not intentionally or recklessly cause or contribute to any damage to any Rally Car used in the Mystery Box Rally (including, for the avoidance of doubt, any Rally Car driven by them or in which they are a passenger); and
 5. they are responsible for any claims, demands, causes of action, prosecutions or proceedings made or brought against them arising from any acts, events, occurrences or omissions during the Mystery Box Rally; and to the fullest extent permitted by law, they release the Mystery Box Rally Organisers, the Mystery Box Rally Assistants, the Cancer Council and the Sponsors, from any claim (including any right to seek contribution or indemnity), which they may otherwise have in respect of any such claims, demands, causes of action, prosecutions or proceedings.
22. To the fullest extent permitted by law, each Participant agrees to indemnify and keep

indemnified the Mystery Box Rally Organisers, the Mystery Box Rally Assistants, the Cancer Council and the Sponsors from and against any loss, cost, expense, liability or damage suffered or incurred by any of the Mystery Box Rally Organisers, the Mystery Box Rally Assistants, the Cancer Council, the Sponsors, other Participants or any other person:

1. in respect of any claim, demand, cause of action, prosecution or proceeding arising directly or indirectly from any act, event, occurrence or omission of that Participant occurring during or in any way in connection with the Mystery Box Rally Rally; or
 2. as a result of any damage, injury or death to, or caused or contributed to by, the Participant during the Mystery Box Rally Rally.
23. To the fullest extent permitted by law, none of the Mystery Box Rally Organisers, the Mystery Box Rally Assistants, the Cancer Council or the Sponsors will be liable for:
1. any loss or damage whatsoever suffered or incurred by a Participant resulting from or incidental to participation in the Mystery Box Rally Rally, whether direct, indirect or consequential, and including (without limitation) loss of income, loss of profits, loss of bargain, and medical, legal, travel, insurance or mechanical costs or expenses, or
 2. any personal injury or death suffered or sustained by a Participant participating in the Mystery Box Rally Rally, howsoever arising (including but not limited to by reason of any of the Mystery Box Rally Organisers', the Mystery Box Rally Assistants', the Cancer Council's or the Sponsors' negligence, breach of contract, or breach of statutory or other legal duty) except for any liability which cannot be excluded by law, and each Participant releases the Mystery Box Rally Organisers, the Mystery Box Rally Assistants, the Cancer Council and the Sponsors from any such liability.
24. It is a pre-requisite to Entry that each Participant must sign:
1. the 2019 Mystery Box Rally Deed Poll of Acknowledgement, Release and Indemnity by Participant (which reasonably reflects the acknowledgments, releases and indemnities set out in above paragraphs);

Miscellaneous

25. The Mystery Box Rally Organisers reserve the right to modify these Terms and Conditions in their absolute discretion. The Mystery Box Rally Organisers will endeavour to notify Participants of any modified Terms and Conditions as soon as is practicable. Participants shall be deemed to have accepted any modified Terms and Conditions by participating in the Mystery Box Rally.
26. If any act or omission, event or circumstance occurs which is beyond the reasonable control of the Mystery Box Rally Organisers and which prevents the Mystery Box Rally Organisers from complying with these Terms and Conditions, the Mystery Box Rally Organisers will not be liable for any failure to perform or delay in performing their obligations and the Mystery Box Rally Organisers reserve the right (subject to any applicable law) to at any time cancel, terminate, modify or suspend the Mystery Box Rally.
27. Each Participant authorizes the Mystery Box Rally Organisers, the Mystery Box Rally Assistants, the Cancer Council, Box Rallies official PR team and the Production Crew to:
1. use their name, voice, image, likeness, acts and statements in any media, before, during or after Mystery Box Rally for advertising, public relations and publicity purposes in perpetuity without compensation; and
 2. reproduce, sell, copyright, exhibit, broadcast and / or distribute any footage described in clause 29.1 in any media.
28. Any photography, sound recordings or video footage created by Participants during the Mystery Box Rally may only be used by the Participants for personal purposes. Participants may not reproduce, sell, copyright, exhibit, broadcast and / or distribute any of their own photography, sound recordings or video footage for commercial purposes.
29. The Mystery Box Rally Organisers require each Participant's personal information in order to conduct the Mystery Box Rally Rally. If a Participant does not provide the mandatory personal

information requested, then the Participant will not be able to participate in the Mystery Box Rally. By participating in the Mystery Box Rally, each Participant is taken to consent to the Mystery Box Rally Organisers using the Participant's personal information to administer the Mystery Box Rally and disclosing the Participant's personal information to organisations that assist the Mystery Box Rally Organisers with administering the Mystery Box Rally, and to third parties as required by law. The Mystery Box Rally Organisers are bound by the National Privacy Principles in the *Privacy Act 1988* (Cth) and by participating in the Mystery Box Rally, each Participant is taken to consent to the Mystery Box Rally Organisers' privacy policy (**Privacy Policy**) which is available at: <http://www.mystery-box.com.au/privacy-policy> . By participating in the Mystery Box Rally, each Participant also consents to the Mystery Box Rally Organisers using their personal information for future marketing purposes, unless otherwise advised by the Participant. A Participant may access and correct any personal information held by the Mystery Box Rally Organisers, upon request to the Mystery Box Rally Organisers.

30. For further information in relation to the Mystery Box Rally, please see the Mystery Box Rally website: www.mysteryboxrally.com.au.
31. The Mystery Box Rally Director's decisions are final.
32. On confirmation of Entry, each Participant will be given a copy of the Mystery Box Rally Team Manual (**Rally Manual**) and additional information about the Mystery Box Rally. The Rally Manual contains important information about the Mystery Box Rally including in relation to fundraising, your Rally Car requirements for Mystery Box Rally, insurance, registration and what to pack. The Rally Manual also has important information about the Mystery Box Rally layout, tips for Participants while taking part in the Mystery Box Rally, overnight stopovers and post Mystery Box Rally procedures. The Rally Manual contains information which is essential to Participants' safety. Each Participant agrees that they are responsible for reading and understanding the Rally Manual.
33. No provision of these Terms and Conditions, the 2019 Mystery Box Rally Deed Poll of Acknowledgement, Release and Indemnity by Participant, or the Privacy Policy, may be construed to the disadvantage of the Mystery Box Rally Organisers, the Mystery Box Rally Assistants, the Cancer Council or the Sponsors merely because the Mystery Box Rally Organisers were responsible for the preparation of them.
34. The contract between each Participant and the Mystery Box Rally Organisers (including these Terms and Conditions), and the 2019 Mystery Box Rally Deed Poll of Acknowledgement, Release and Indemnity by Participant, are each governed by the law in force in New South Wales, Australia.