

## 2021 Shitbox Rally Spring Terms and Conditions

### Definitions

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

**Covid Team** means confirmed & transferred team from the postponed Shitbox Rally Spring 2020 rally.

**New Team** means any newly registered, accepted and confirmed team into Shitbox Rally Spring 2021.

**Shitbox Rally Spring (Shitbox Rally)** means the outback car rally planned to commence on or about 26<sup>th</sup> March 2022 and end on or about 1<sup>st</sup> April 2022 as generally described in these Terms and Conditions.

**Shitbox Rally Assistants** means all persons engaged (whether voluntarily or otherwise) or employed by Mr James Freeman or Box Rallies Pty Ltd in the planning and/or organisation of the Shitbox Rally including but not limited to Deborah Forbes, Lauren Renard, Katherine Ferris and Michael Ryan.

**Shitbox Rally Director** means James Freeman or as otherwise advised.

**Shitbox Rally Organisers** means Box Rallies Pty Ltd ACN 603 209 409, the Shitbox Rally Director.

**Sponsors** means all sponsors of the Shitbox Rally including but not limited to Manheim ABN 79 089 074 206 and sponsors of teams participating in the Shitbox Rally.

### Introduction

1. Information on how to enter the Shitbox Rally forms part of these Terms and Conditions. Entry into the Shitbox 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 current or any future Shitbox Rallies.
2. The Shitbox 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 Shitbox Rally. Participants must drive lawfully, safely and with proper courtesy to all other Participants and members of the public.
3. Subject to amendment in accordance with these Terms and Conditions, the Shitbox Rally commences on 26<sup>th</sup> March 2022 and ends 1<sup>st</sup> April 2022 (**Rally Period**).
4. Participants must be over 18 years of age on 26<sup>th</sup> March 2022 and hold a full current driver's licence in order to participate in the Shitbox Rally.

### Covid Team Entry

5. To enter the Shitbox Rally (**Entry**) each team must:
  - (a) raise a minimum of \$6,000 (**Fundraising Amount**), \$950 of which was raised by 26<sup>th</sup> June 2020. \$3,500 of which must be raised at least 3 months before the start of the Rally Period and \$4,500 raised at least 2 months before the start of the Rally Period and at least \$5,500 at least 1 month before the start of the Rally Period. Teams may continue to fundraise until the end of the Rally Period.
  - (b) Have the minimum **Fundraising Amount** in their fundraising account before close of business two days prior to departure date.

## New Team Entry

6. To enter the Shitbox Rally (**Entry**) each team must:
  - (c) pay a registration fee of \$785 (inc GST) per team (payable upon acceptance of Entry); and
  - (d) raise a minimum of \$5,000 (**Fundraising Amount**), \$2,500 of which must be raised at least 3 months before the start of the Rally Period and \$3,500 raised at least 2 months before the start of the Rally Period and at least \$4,500 at least 1 month before the start of the Rally Period. Teams may continue to fundraise until the end of the Rally Period.
  - (e) Have the minimum **Fundraising Amount** in their fundraising account before close of business two days prior to departure date.
7. Prior to the start of the Rally Period, each Participant must also provide the Shitbox Rally Organisers with reasonable proof that they have obtained and shall maintain during the Rally Period appropriate insurance covering their participation in Shitbox Rally. Appropriate insurance includes, without limitation, compulsory third-party insurance. Participants should talk to their broker concerning third party property insurance (in case Participants damage someone else's vehicle or property with their vehicle) and travel or health insurance that includes ambulance cover. The Shitbox Rally Organisers reserve the right to decline to allow any Participant who has not obtained appropriate insurance cover to participate in the Shitbox Rally, in the Shitbox Rally Organisers' absolute discretion, whether before or after Entry by that Participant's team.
8. Acceptance of Entries in Shitbox Rally Spring 2021 is at the absolute discretion of the Shitbox Rally Organisers.
9. Each team must consist of two people only (each a "**Participant**") per car.
10. No refunds of the registration fee or Fundraising Amount or the catering and camping costs will be given under any circumstances (including, without limitation: if at any point after a team or a Participant has entered the Shitbox Rally the team or a Participant is unable to participate for any reason; if after the commencement of Shitbox Rally, the team or a Participant is unable to continue in Shitbox Rally; if the team or a Participant is unable to stay at any of the locations [as organized by the Shitbox Rally Organisers] during the Rally Period, or if a Participant is removed from participation because he or she has not obtained appropriate insurance). Registration fees, all Fundraising Amounts and any catering and camping fees are non-transferrable.
11. Each Participant agrees that the Fundraising Amount for their team goes to **Cancer Council** and will be distributed as follows:
  - (a) up to 33% of the initial \$5000 raised will be used to cover organising costs for the Shitbox Rally (including the Fuel Amount). The percentage of the Fundraising Amount for each team which is donated to Cancer Council will increase if the entire Fuel Amount is not claimed.
  - (b) where the Fundraising Amount is greater than \$5,000, at least 72% of the fundraising amount will go to Cancer Council.
12. Payment of registration or Fundraising Amounts may be made via credit or debit card, EFT transfer or cheque. Payment details for registration fees and any Fundraising Amounts will be provided to each Participant following acceptance of their Entry.
13. Prizes will be awarded to some teams at the end of the Shitbox Rally. The teams which receive prizes will be judged on a number of factors including how hopeless their car is, how much the team has gotten into the Shitbox Rally spirit, and the Fundraising Amount raised by that team. The award of prizes is in the absolute discretion of the judges and their decision is final.

## Cars

14. Teams must participate in the Shitbox Rally using the car(s) described when entering the Shitbox Rally. 4 wheel drive (4x4), All wheel drive (AWD) and buses are not permitted. The maximum wheelbase of the car is 3020mm and the maximum Kerb Weight is 1,800kgs.
15. Each team may spend up to a maximum of \$1,000 per car purchasing the car and preparing the car for the Shitbox Rally (**Car Budget**). The Car Budget includes any costs in relation to roadworthiness (other than insurance and registration). If a wreck is purchased any costs for modifications and / or improvements are included in the Car Budget. If a team's Participants complete work on the car themselves, associated labour costs are not included in the Car Budget i.e. a Participant cannot pay themselves. Any work on a car which is completed by a mechanic is included in the Car Budget. Costs associated with purchasing safety items deemed as tyres and seatbelts are not included in the Car Budget. If a team exceeds the Car Budget for any car, clause 17 below will apply.
16. Teams may use cars which have been donated to them provided that the value of the car and any costs associated with preparing the car for the Shitbox Rally are within the Car Budget. If a team receives parts for their car which have been donated to them, the value of these parts will be included in that team's Car Budget. A group of judges (who know a thing or two about cars) will inspect each car entered in the Shitbox Rally and determine if its value and any costs associated with preparing the car for the Shitbox Rally have exceeded the Car Budget. The judges' determination of value and costs is final.
17. If a Participant in a team already owns a shitbox and wants to use it in the rally the Participant will need to demonstrate to the Shitbox Rally Organisers that the car's value and any costs associated with preparing the car for the Shitbox Rally have not exceeded the Car Budget. The rules are very simple. \$1,000 value for each car and any associated improvements.
18. If a team greatly exceeds the Car Budget as determined in the absolute discretion of the Shitbox Rally Director, (i.e. they cheat), the Shitbox Rally Director will make a very public announcement and a penalty will be applied to the team.
19. Each team agrees to have official stickers attached to the bonnet and two front doors of their car(s) during the Rally Period. Teams may not deface, cover-up or otherwise obscure these stickers and shall endeavour to keep them clean and visible at all times. Stickers are non-permanent and easily removable without damaging vehicle finishes. The Shitbox Rally Organisers will not be responsible for claims for damage to vehicle finishes as a result of the application or removal of such stickers. Apart from the requirements set out in this clause 19, teams may otherwise decorate their vehicles as they wish.
20. When a team reaches the Fundraising Amount, and provided that the team has complied with these Terms and Conditions, it qualifies to receive up to \$500 per car for fuel expenses (**Fuel Amount**). The **Fuel Amount** can be claimed at the conclusion of the rally for a period of twelve (12) days from the last day of the rally.
21. If a team elects not to claim the Fuel Amount, this amount will remain as part of the overall Fundraising Amount.
22. To claim the Fuel Amount, each team must complete a refund form and send this to the Cancer Council. Any claimed refund(s) will be transferred into the team's designated account.
23. At the end of the Rally Period, each team must donate the car(s) used in Shitbox Rally to the Shitbox Rally Organisers. All donated cars will form part of an auction to be organized by the Shitbox Rally Organisers and Manheim Pty Ltd ABN 089 074 206. Any proceeds raised from the sale of a team's car(s) will contribute to the overall Fundraising Amount.
24. Participants may bid on their team's car(s) or any other cars in the auction referred to in clause 23 above. If a Participant wants to ensure that they are able to buy their team's car back, they agree

to pay \$250 per team in cash on the final day of the rally at the morning briefing. Any proceeds raised from the buy back of a team's car(s) will contribute to the overall Fundraising Amount.

## Rally

25. Box Rallies does not mandate vaccinations for participants. However, there may be, from time to time, government restrictions in place at some of the various locations to which we travel on the rally. You should also note that Box Rallies does not control public nor private venues proposed as part of the rally. Owners and operators of them may have their own requirements with which rally participants must comply. This includes public health orders which restrict access to locations, particularly for unvaccinated or not fully vaccinated people. If you are unvaccinated and as a result are, by reason of government or public/private venues direction, regulation or requirement, unable to travel through the designated rally route or to the designated rally locations at which the rally stays overnight, you will have no option other than to withdraw from the rally and clause 9 will take effect. Box Rallies accepts no responsibility or liability for same.
26. Participants must comply with all applicable laws and regulations of each State and Territory through which they travel during the Shitbox Rally, including without limitation, all speed regulations, laws of the road, laws relating to the safety of cars used and laws relating to the possession or use of alcohol, drugs or other prohibited substances.
27. Participants must not during the Rally Period drive under the influence of alcohol or any other intoxicating substance.
28. Box Rallies does not tolerate discrimination, bullying, harassment or any other form of unacceptable or unlawful conduct. Each **Participant** must comply with all policies and procedures of Box Rallies relating to appropriate standards of conduct and behaviour.
29. Participants must not drive in the Shitbox 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.
30. The Shitbox Rally Director may vary the route of the Shitbox Rally at any time (which may lead to Participants incurring additional catering costs), if the Shitbox Rally is not capable of running as planned by reason of bad weather or other cause beyond the control of the Shitbox Rally organisers.
31. If a team: pulls out of the Shitbox Rally before or during the Rally Period; is removed from the Shitbox Rally; breaks down and cannot continue; or generally goes AWOL; the Shitbox Rally Organisers will retain the entire Fundraising Amount (see clause 10 above).
32. Each Participant is responsible for all costs and expenses associated with participating in the Shitbox Rally including but not limited to costs or expenses associated with accommodation, food, repairs to vehicles used, transport, personal expenses and any fuel expenses above the Fuel Amount. Participants acknowledge that the Shitbox Rally Director will coordinate catering in advance for breakfast, lunch and dinner based on the planned route of the Shitbox Rally, and catering costs (approximately \$75 per team member for breakfast, lunch and dinner, unless otherwise notified in writing by the Shitbox Rally Director) are payable in advance of commencement of the Shitbox Rally.
33. Participants are responsible for ensuring that they are present for the commencement of the Shitbox Rally as directed by the Shitbox 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 Rally Period.
34. Participants may not bring any animal (including dogs) with them on the Shitbox Rally. Should a Participant bring any animal to the Shitbox Rally, they will lose their place in the Shitbox Rally and clause 18 above will apply, and that Participant will be barred from participating in any future Shitbox Rallies.

## Acknowledgement, Release and Indemnity

35. Each Participant acknowledges and agrees that:
1. participation in the Shitbox 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 vehicles in the rally (being "shitboxes"); 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 Shitbox Rally, including the nature of the activities undertaken as part of, or associated with, the Shitbox Rally, the roads travelled upon, the distances to be driven, the remote locations covered by the Shitbox Rally, and the nature of accommodation. Furthermore, participation in the Shitbox 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 Shitbox 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 Shitbox Rally Organisers, the Shitbox Rally Assistants, the Cancer Council or the Sponsors;
  3. they are responsible for the vehicle/s they enter in the Shitbox Rally, including any damage to the vehicle or damage caused by the vehicle to any property or person;
  4. 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 Shitbox Rally; and to the fullest extent permitted by law, they release the Shitbox Rally Organisers, the Shitbox Rally Assistants, the Cancer Council and the Sponsors, from any claim (including any right to seek contribution or indemnity), which a Participant may otherwise have in respect of any such claims, demands, causes of action, prosecutions or proceedings.
36. To the fullest extent permitted by law, each Participant agrees to indemnify and keep indemnified the Shitbox Rally Organisers, the Shitbox Rally Assistants including but not limited to the following persons Deborah Forbes, Lauren Renard, Katherine Ferris, Michael Ryan, the Cancer Council and the Sponsors from and against any loss, cost, expense, liability or damage suffered or incurred by any of the Shitbox Rally Organisers, the Shitbox Rally Assistants, the Cancer Council or the Sponsors:
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 Shitbox Rally; or
  2. as a result of any damage, injury or death to, or caused or contributed to by, the Participant during the Shitbox Rally.
37. To the fullest extent permitted by law, none of the Shitbox Rally Organisers, the Shitbox Rally Assistants including but not limited to the following persons Deborah Forbes, Lauren Renard, Katherine Ferris, Michael Ryan and 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 Shitbox 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 Shitbox Rally
- howsoever arising (including but not limited to by reason of any of the Shitbox Rally Organisers', the Shitbox Rally Assistants', the Cancer Council 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 all and each Participant releases the Shitbox Rally Organisers, the Shitbox Rally Assistants, the Cancer Council and the Sponsors from any such liability.

38. Each Participant must sign the separate 2021 Shitbox Rally Spring Deed Poll of Acknowledgement, Release and Indemnity by Participant (which reasonably reflects the acknowledgments, releases and indemnities set out in above paragraphs) and provide it to the Shitbox Rally Director prior to being confirmed into the rally.

#### **Miscellaneous**

39. The Shitbox Rally Organisers reserve the right to modify these Terms and Conditions in their absolute discretion. The Shitbox 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 Shitbox Rally.
40. If any act or omission, event or circumstance occurs which is beyond the reasonable control of the Shitbox Rally Organisers and which prevents the Shitbox Rally Organisers from complying with these Terms and Conditions, the Shitbox Rally Organisers will not be liable for any failure to perform or delay in performing their obligations and the Shitbox Rally Organisers reserve the right (subject to any applicable law) to at any time cancel, terminate, modify or suspend Shitbox Rally.
41. The Event will only be cancelled or have dates changed for safety concerns or otherwise as a result of something beyond the Event Organiser's reasonable control including and without limitation strong winds, heavy rain, flash flooding, epidemic disease, excessive atmospheric pollution, lightning and accidents, Governmental requirements such as Health Directives, risk of terrorist attack or any other Act of God. The Event Organiser at its discretion may refund registration fees or transfer them to a later Rally organised by the Event Organiser. Subject thereto, any payment transaction fees, donations or sponsorship relating to the Event is non-refundable. Participants acknowledge that they will have no claim against the Event Organiser for any loss or damage suffered by anyone or anything as a result of such cancellation. All registration and any associated transaction fees are not considered a donation to the Cancer Council. Please seek independent advice on your tax arrangements.
42. Each Participant authorizes the Shitbox Rally Organisers, the Cancer Council, Social Media /PR team and the Production Crew to:
1. use their name, voice, image, likeness, acts and statements before, during or after Shitbox Rally for advertising, public relations and publicity purposes in any media in perpetuity without compensation;
  2. use their name, voice, image, likeness, acts and statements in any photography, sound recordings or video footage created before, during or after Shitbox Rally; and
  3. reproduce, sell, copyright, exhibit, broadcast and / or distribute any photography, sound recordings or video footage described in point 41.2 in any media.
43. Any photography, sound recordings or video footage created by Participants during the Rally Period 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.
44. The Shitbox Rally Organisers require each Participant's personal information in order to conduct Shitbox Rally. If a Participant does not provide the mandatory personal information requested then the Participant will not be able to participate in Shitbox Rally. By participating in Shitbox Rally, each Participant is taken to consent to the Shitbox Rally Organisers using the Participant's personal information to administer Shitbox Rally and disclosing the Participant's personal information to organisations that assist the Shitbox Rally Organisers with administering Shitbox Rally, and to third parties as required by law. The Shitbox Rally Organisers are bound by the National Privacy Principles in the *Privacy Act 1988* (Cth) and by participating in Shitbox Rally, each Participant is taken to consent to the Shitbox Rally Organisers' privacy policy available upon

request. By participating in Shitbox Rally, each Participant also consents to the Shitbox 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 Shitbox Rally Organisers, upon request to the Shitbox Rally Organisers.

45. For further information in relation to Shitbox Rally, please see the Shitbox Rally website:

[www.shitboxrally.com.au](http://www.shitboxrally.com.au).

46. The Shitbox Rally Director's decisions are final.

47. Each Confirmed Participant will be given access to a copy of the Shitbox Rally Manual (the **Rally Manual**), an Itinerary and additional information about the Shitbox Rally. The Manual contains important information about the Shitbox Rally including in relation to fundraising, your shitbox, insurance, registration, what to pack, the Rally layout, on the Road, overnight stopovers, the auction, and post rally procedures.

You agree and are responsible for reading and understanding the Rally Manual.

This manual has information which is essential to Participants' safety. You must read the manual and comply with its requirements.

48. No provision of these Terms and Conditions, 2021 Shitbox Rally Spring Deed Poll of Acknowledgement, Release and Indemnity by Participant or the Shitbox Rally Privacy Policy, may be construed to the disadvantage of the Shitbox Rally Organisers, the Shitbox Rally Assistants, the Cancer Council or the Sponsors merely because the Shitbox Rally Organisers were responsible for the preparation of them.

49. In the event of any inconsistency between any of the provisions in these Shitbox Rally participant terms and any other material on any other page of the Shitbox Rally Website, the provisions of these Shitbox Rally terms prevail unless and until the Event Organiser otherwise directs in writing or by post to the Shitbox Rally Website

50. The contract between each Participant and the Shitbox Rally Organisers (including these Terms and Conditions), and the 2021 Shitbox Rally Spring Deed Poll of Acknowledgement, Release and Indemnity by Participant, are each governed by the law in force in New South Wales, Australia.