

## Definitions

**Hay Rust n Dust Outback Rally** means the outback car trip planned to commence on or about 29<sup>th</sup> Nov 2019 and end on or about 2<sup>nd</sup> December 2019 as generally described in these Terms and Conditions. (**Rally Period**).

**“Hay Rust n Dust Outback Rally Assistants”** mean all persons engaged (whether voluntarily or otherwise) in the planning and/or organization of the trip.

**Hay Rust n Dust Outback Rally Chairman** mean Jasen Crighton or as otherwise advised.

**Hay Rust n Dust Outback Rally Organizers** means all persons involved in assisting with organization of the trip including the Hay Rust n Dust Outback Rally chairman.

**Sponsors** means all sponsors nominated by cars entered as their “sponsors” of the Hay Rust n Dust Outback Rally car trip.

**Fine** any reference to a fine is a voluntary contribution that will be asked of you should you breach the rules or spirit of the rally. The idea is to have fun so fines will be a small request for a few bob that all goes to the Cause. (No overdraft extensions expected)

**Introduction:** The Hay Rust n Dust Outback Rally is aimed at taking everyone bush to have some fun. The first part of Fundraising is an essential “Fun “so please start thinking how your team can get into the spirit. It is not a race or in many ways not even a rally it is a road trip to take and make friends on. There will be chances to help and be helped, stir and be stirred but please remember the same road rules and risks exist as they do every other day. Please prepare, well make sure your car is safe, has adequate ground clearance, carry a first aid kit and adequate water (consider around 5L/Person). The route is aimed where possible to tackle dirt roads with around 2200Km in 4 days at a time of year where heat, dust and flies will be the order of the day. Flush your cooling systems, consider bash plates and muffler protection are wise preparations. The dust is inevitable so please drive with lights on and fit a flashing rotating beacon / flags to your car. All cars need hard-wired UHF so we can all keep in contact. Consider what you need and pack as lightly as you dare.

There are around **????** participating in this year’s rally. Organizers plan to break into groups of around 10 cars / group teams who will travel together and help each other out. Gates are to be left as you find them unless other arrangements have been made, in other words – if you open a gate, you shut it as well. If you are the last car of a group, make sure you have a way of communicating with other cars in case it’s you who needs help.

Thank you for supporting the Hay Rust n Dust Outback Rally, I’m sure we will all have a ball and please stay safe.

## Entry

1. To enter the Hay Rust n Dust Rally (**Entry**) each team must:
  - Pay your registration fee of \$400.00 per person (payable upon acceptance of Entry); this money covers all meals throughout the rally, some support vehicle costs, some insurances, marketing and administration costs. Maximum of 3 people per car
  - Book and pay for their own accommodation at each stop over above and beyond the entry fee. First two nights have limited accommodation, so swag and smile will be needed for most participants.
2. Each team must raise a minimum of \$1,500 (**Fundraising Amount**) Teams may continue to fundraise until the end of the Rally Period. All funds raised are for the charities we contribute to so If your team falls short by nominated due date you may lose your spot and funds raised stay with your car number so you need to ensure you have your fundraising amount in by the due date or your spot may be on sold with any fund you raised to stay with the car . If you do have to drop out because you can't raise Minimum fund raising amount organizers will try and on sell your spot and do their best to get your registration fee, or part of, returned to you.
3. Prior to the start of the Rally there will be a get together at **the Hay Services Club** on Thursday 28th Nov where, each team's car will be inspected by our team of Scrutineer's who will assess the safety, suitability theme and vibe of your car. From here your first merit or demerit points for the rally will be awarded. Teams must provide the following:
  - A signed Waiver for all participants.
  - Proof that their car is roadworthy and has registration or a permit to cover the legal use of the vehicle for the rally period and at least three days beyond. (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. The decision to insure your vehicle beyond CTP is entirely your responsibility)
4. Ambulance cover is strongly recommended. We will be traveling on rough roads in remote areas. Your risk of having an accident and any resultant need for assistance in these remote areas is real please think through your existing level of cover and assess any need to seek additional cover, the "Rust N Dust " Rally Organizers' want you to know the responsibility and costs to recover you or heaven forbid recover or dispose of your vehicle are to be borne by you.
5. Payment of registration or Fundraising Amounts may be made by EFT transfer or cheque. Payment details for registration fees and any Fundraising Amounts will be provided to each Participant following acceptance of their Entry
  - **Fundraising Money** can be deposited direct to Bendigo Bank - Hay Rust n Dust Outback Rally BSB: 633 000 Account :157778028 Ref: *your car no (ie car 5 etc)* and a name if possible. This gives your sponsors an account to deposit to and their donation/sponsorship will be allocated to your car rather than into a general pool of donations.

6. Each Participant agrees that the Fundraising amount for their team will be given to charities as accepted by the organizers whose focus is on health and Cancer research /Can Assist type groups whose actions will primarily benefit people from the local region of Hay surrounding community or similarly communities we travel through or communities of Rally participants from other regions contributing to the event .
7. Each team will be asked to have official stickers attached to their car(s) during the Rally Period. Teams are asked to please keep them visible at all times to help promote the Rally brand. Stickers are non-permanent and easily removable without damaging the sheen of rally vehicle finishes. If you are concerned about the potential for sticker damaging, sell your car and purchase a real “Sh\*t B%X” All teams are encouraged to adopt a car theme and dress themselves and their car up. (Poorly themed cars may incur a fine)
8. When a team reaches the minimum Fundraising Amount (\$1500) Well done but please feel free to keep going. As a group we want to raise as much as we can so go your hardest.
9. At the end of the Rally Period, there will be a get together the following Saturday night, 7<sup>th</sup> Dec 2019, at **South Hay Hotel** where each team may have opportunity to consider donating their car(s) to the cause or take the opportunity to seek out an upgrade. It will be a fun night with a continuous raffle where all are welcome. Any proceeds raised from the night all go to the beneficiary charities so please come along with friends & family to help build the final Fundraising Amount.
10. **Each team is asked to donate a mystery auction prize** wrapped in brown paper for an auction or raffle item to be used either on the route or at the wind-up night at South Hay.
11. The Hay Rust n Dust Outback Rally committee may vary the route of the Hay Rust n Dust Outback Rally at any time. (Don't fret too much about this one, this only happens if there is a road closure due to bad weather or something similar.)
12. If a team: pulls out of the Hay Rust n Dust Outback Rally before or during the Rally Period; is removed from the Hay Rust n Dust Outback Rally ; breaks down and cannot continue; or generally goes AWOL; the Dust & Rust Rally Car No will retain the teams Fundraising Amount (see clause 9 above).
13. Each Participant needs to “kick the can” for their costs and is responsible for all costs associated with participating in the Hay Rust n Dust Outback Rally including but not limited to accommodation, food beyond meals included, repairs to vehicles used, finding a way home if everyone abandons you, personal expenses and any fuel and sometimes even worse oil expenses for the trip.

## Rules

1. Teams must have fun and help others to have fun.
2. Entry into the Hay Rust n Dust Outback Rally by a Participant is deemed to mean you accept both rule 1 and 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 Rallies.
3. Each night a Kangaroo Court will be held where all participants must attend (or risk a fine). This is your chance to accuse or acknowledge the good deeds and thumbs down acts of others. Truth generally plays some part in the proceedings and it's usually a lot of fun.
  - Please Gold coin up (Est around \$40-50 in gold coins per team is advisable over the three nights and a gold coin fine may apply for running short on Gold Coins . Please ensure you all have a hat and suitable smart casual thongs and foul shirt to wear the court .
4. The Rally is **NOT** a race or a competition. Participants must ensure their own and other others safety. Participants must drive lawfully, with due courtesy to all other Participants and members of the public. **EVERYONES SAFETY IS IN YOUR HANDS.**
5. All **rally participants** must be over 18 years of age on 29th November 2019 and hold a minimum of a **GREEN "P"** driver's license in order to drive in the Rally.
6. The Rally chairman's decisions are final and most breeches of rules could land you at best in Kangaroo Court, so beware.
7. No refunds of the registration fee or Fundraising Amount will be given .
8. 4 wheel drive (4x4) are not permitted.
9. Participants may be asked at random what rule 9 was. They should respond "Nine means No" i.e. at least it does in German to avoid being fined for not reading the rules.
10. Participants must comply with all applicable laws and regulations of each State and Territory through which they travel during the 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.
11. To enjoy the "Shi\*t Blx" type rally you need a car that fits the brief. Please get into the spirit of the rally by ensuring your car spend is within the maximum of \$1,000 per car purchasing the car and preparing the car for the Rally (**Car Budget**). The Car Budget includes any costs in relation to roadworthiness (other than insurance and registration).
12. Our Scruitineers are a group of judges (who know a thing or two about cars) who will inspect each car entered in the Rally and determine if its value and any costs associated with preparing the car for the Rally have exceeded the Car Budget. The judges' determination of value and costs is final, and it could cost you a demerit point or two @ scruitenering if you are deemed to have over spent or underprepared . To be in the spirit of the rally you need a car that's a true Sh#t Box please enjoy the rally spirit .

13. Participants are responsible for ensuring that at least one member of their team is present for all daily briefings and any other briefings held during the trip.

## Acknowledgement, Release and Indemnity

Each Participant acknowledges and agrees that:

1. Participation in the Hay Rust n Dust Outback 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 “shit boxes”); 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 Rally, including the nature of the activities undertaken as part of, or associated with, the Rally, the roads travelled upon, the distances to be driven, the remote locations covered by the Rally, and the nature / lack of fanciful accommodation. Furthermore, participation in the Rally may result in strenuous physical exertion, serious mental strain ,bodily injury including laugh injury , and / or death to Participants or to others;
2. They have considered and accepted the risks and dangers associated with participating in the (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 Rally Organizers, the Rally Assistants;
3. You are responsible for the vehicle/s they enter in the Rally, including any damage to the vehicle or damage caused by the vehicle to any property or person;
4. You 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 Rally; and to the fullest extent permitted by law, they release the Dust & Rust Rally Organizers, 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.
5. To the fullest extent permitted by law, each Participant agrees to indemnify and keep indemnified the Hay Rust n Dust Outback Rally Committee, Assistants including but not limited to the following persons Jasen Crighton “The Chairman”, **donation recipients** and the Sponsors from and against any loss, cost, expense, liability or damage suffered or incurred by any of the Hay Rust n Dust Outback Rally committee or assistants or the Sponsors:
6. 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 Hay Rust n Dust Outback Rally; or
7. As a result of any damage, injury or death to, or caused or contributed to by, the Participant during the Hay Rust n Dust Outback Rally.
8. To the fullest extent permitted by law, none of the Rally committee, the Hay Rust & Dust Outback Rally Assistants including but not limited and donation recipients or the Sponsors will be liable for any loss or damage whatsoever suffered or incurred by a Participant resulting from or incidental to participation in the Rally, whether direct, indirect or consequential, and including (without limitation) loss of income, loss of profits, loss from medical, legal, travel, insurance or mechanical costs or expenses, or
9. any personal injury or death suffered or sustained by a Participant participating in the Rally howsoever arising (including but not limited to by reason of any of the Hay Rust n Dust

Outback Rally Committee, Assistants', donation recipients 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 Rally Committee, the Rally Assistants, the chairman or donation recipients and the Sponsors from any such liability.

10. Each Participant must sign the **separate 2019 Hay Rust n Dust 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 Rally Director prior to being confirmed into the rally.
11. The Rally committee reserve the right to modify these Terms and Conditions in their absolute discretion. The Rally Committee will endeavor 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 Rally.
12. If any act or omission, event or circumstance occurs which is beyond the reasonable control of the Rally committee and which prevents the Rally committee from complying with these Terms and Conditions, the Rally committee will not be liable for any failure to perform or delay in performing their obligations and the Rally committee reserve the right (subject to any applicable law) to at any time cancel, terminate, modify or suspend Rally.
13. The Rally committee require each Participant's personal information in order to conduct Rally. If a Participant does not provide the mandatory personal information requested, then the Participant will not be able to participate in Hay Rust n Dust Outback Rally . By participating in Rally, each Participant is taken to consent to the Rally committee using the Participant's personal information to administer the Rally and disclosing the Participant's personal information to organisations that assist the Rally committee with administering Rally, and to third parties as required by law. The Rally committee are bound by the National Privacy Principles in the Privacy Act 1988 (Cth) and by participating in Rally, each Participant is taken to consent to the Rally committee privacy policy available upon request. By participating in Rally, each Participant also consents to the Rally committee 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 Rally committee, upon request to the Rally committee.
14. The entry by each participant forms a contract between each Participant and the Rally Committee (including these Terms and Conditions), and the 2019 Rally Deed Poll of Acknowledgement, Release and Indemnity by Participant, are each governed by the law in force in New South Wales, Australia.

For further information in relation to Rally, please email [info@hayrustndust.com.au](mailto:info@hayrustndust.com.au)