

Terms and Conditions

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 Event?

Yes, participation in the Event will not be permitted unless you sign a Release and Indemnity at or before the Event. A copy of the Release and Indemnity is available at <https://pcssevents.com.au/Media/Osborn-House%20Terms%20and%20Conditions.docx%20LW%20110424.pdf>. For further information see clauses 5 and 6 of these Terms and Conditions.

Is PCA entitled to use your personal information or image?

Yes, by participating in an Event, 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 Event or for the purpose of promoting any of the PRGA's events or products. For further information see clause 12 of these Terms and Conditions.

Is our liability excluded or limited?

Yes. Should the Event be cancelled, shortened, altered or interrupted PRGA, 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). PRGA reserves the right to cancel an Event or combine the Event with another session on the same date or to hold the Event on another date. For more information see clause 8 of these Terms and Conditions.

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

Subject to the Australian Consumer Law and any other applicable law, PRGA will not provide any refunds in respect of the Fees, where (a) you change your mind (b) there is a change in your personal circumstances, (c) you do not attend the Event or (d) there is inclement weather or any other unforeseen conditions during the Event that prevent the Event from proceeding. For further information see clause 9 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 13 of these Terms and Conditions.

1. The organiser of the Owner's Experience: PCSS Tour Edition (**Event**) is Porsche Retail Group Australia Pty Ltd (**PRGA**) trading as Porsche Centre Sydney South.
2. By completing and submitting the online registration form to participate in the Event, you agree to be bound by these Terms and Conditions (**Terms**) and acknowledge that you have read and understood the Terms.
3. Places are strictly limited and payment details are required to be submitted with your registration form.
4. Due to the nature of the Event, participation is at the sole and absolute discretion of PRGA. PRGA may refuse to allow you to participate, suspend or ban you from participating in any part of or whole of the Event, 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) PRGA determines, in its absolute discretion, that you are mentally or physically unfit to participate in any aspect of the Event.

5. A binding contract between you and PRGA for your participation in the Event in accordance with these Terms will arise as soon as PRGA:

- a) has accepted a completed registration form that meets the criteria of the Event;
- b) has received full payment of the applicable fees for the Event;
- c) has received all required Release and Indemnity documents duly executed by you (at or before the Event); and
- d) sends you written confirmation of your booking.

6. Participation at the Event will not be permitted if PRGA has not received all required Release and Indemnity documents duly executed by you. A copy of the Release and Indemnity is available at

<https://pcssevents.com.au/Media/Osborn-House%20Terms%20and%20Conditions.docx%20LW%20110424.pdf>.

7. You acknowledge, warrant and represent to PRGA that:

- a) you have read, understood, accept and agree to be bound by these Terms;
- b) all details provided by you on your registration form are true and correct;
- c) you understand all the risks involved in driving a vehicle at an Event, including those detailed in the Release and Indemnity;
- 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 Event, you will:
 - i. be over the age of 18 and provide evidence of such at the request of PRGA;
 - 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 Event is held;
 - iii. wear fully enclosed flat soled shoes and non -flammable clothing that fully covers your flesh from ankles up to and including the neck and wrists;
 - iv. comply with all rules and directions in relation to the Event provided by PRGA or their personnel;
 - 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 Event, 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 Event and will not be aggravated by your participation in the Event.

8. Should the Event be cancelled, shortened or interrupted, PRGA will not have any liability in relation to such cancellation, alteration or interruption. Unless required by law (including the Australian Consumer Law), PRGA will not be liable for any losses incurred by you as a result of the cancellation, rescheduling or relocation, including any travel and accommodation expenses. PRGA reserves the right to cancel the Event or to hold the Event on another date(s). PRGA will provide a refund where it cancels the Event or where you are unable to attend the rescheduled Event, but otherwise will have no liability to you for any failure to hold the Event, or the rescheduled Event.

9. Subject to the Australian Consumer Law and any other applicable law, PRGA will not provide any refunds in respect of the fees, where:

- a) you change your mind;
- b) there is a change in your personal circumstances;
- c) you do not attend the Event; or
- d) there is inclement weather or any other unforeseen conditions during the Event that prevent the Event from proceeding.

10. Vehicle, third party property insurance and/or comprehensive insurance is the sole responsibility of the participants.

11. I agree that all my insurance arrangements are ultimately my responsibility.

12. Photographs and/or videos may be taken during the Event. I consent to PRGA and Porsche Cars Australia Pty Ltd (**PCA**) using my name, likeness, image and/or voice (including photograph, film or other recording) in any media for an unlimited period without remuneration for the purpose of promoting PRGA and PCA's events and products. This might include using them in printed and online publicity and social media.

13. I hereby consent to PRGA collecting, storing, handling and using my personal information to assess applications, contact me about the Event, and for the purpose of direct marketing about its products and services. PRGA may disclose your information to relevant third parties including PCA, Porsche AG and our related entities, our service providers, our business partners, other event organisers and as required by law. If you do not provide the information, we may not be able to do those things. We are committed to protecting your personal information and agree to handle it in accordance with our Privacy Policy, which is available online at <https://dealer.porsche.com/au/sydneyouth/en-AU/Privacy-policy> or by phoning us on (02) 9473 0917. By completing the registration form I accept and agree to comply with these Terms.