

## 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 in favour of PCSS is available at: <https://pcssevents.com.au/Media/Tour%20Edition%20PCSS%20Owners%20Experience%202026%20Release%20and%20Indemnity.pdf>. A copy of the Release and Indemnity in favour of Pheasant Wood Circuit is available at: <https://app.hellosign.com/s/6KVvOC2W>. A copy of the Release and Indemnity in favour of One Raceway is available at: [https://pcssevents.com.au/Media/page%20content/OWNERS%20EXPERIENCE/TOUR%20TRACK/1R%20disclaimer%202025\\_KKI.docx.pdf](https://pcssevents.com.au/Media/page%20content/OWNERS%20EXPERIENCE/TOUR%20TRACK/1R%20disclaimer%202025_KKI.docx.pdf). For further information see clause 3 and 7 of these Terms and Conditions.

#### Is PCSS entitled to use your personal information or image?

Yes, by participating in an Event, you grant PCSS 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 PCSS's events or products. For further information see clause 19 of these Terms and Conditions.

#### Is our liability excluded or limited?

Yes. Should the Event be cancelled, shortened, altered or interrupted PCSS, 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). PCSS 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 13 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, PCSS 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 14 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 PCSS Tour Edition (**Event**) is Porsche Retail Group Australia Pty Ltd trading as Porsche Centre Sydney South (**PCSS**).
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. The following words have the following meanings:
  - Australian Consumer Law** means Schedule 2 of the Competition and Consumer Act 2010 (Cth) and any equivalent State or Territory legislation.
  - Fees** means the fee, as notified by PCSS, payable by you to PCA in respect of your participation in an Event.
  - 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 the Event.

**Release and Indemnity** means:

- a) the document made by you in favour of PCSS - a copy is available at:  
<https://pcssevents.com.au/Media/Tour%20Edition%20PCSS%20Owners%20Experience%202026%20Release%20and%20Indemnity.pdf>;
  - b) the document made by you in favour of Pheasant Wood Circuit – a copy is available at:  
<https://app.hellosign.com/s/6KVvOC2W>; and
  - c) the document made by you in favour of One Raceway – a copy is available at:  
[https://pcssevents.com.au/Media/page%20content/OWNERS%20EXPERIENCE/TOUR%20TRACK/1R%20Disclaimer%202025\\_KKI.docx.pdf](https://pcssevents.com.au/Media/page%20content/OWNERS%20EXPERIENCE/TOUR%20TRACK/1R%20Disclaimer%202025_KKI.docx.pdf).
4. Places are strictly limited and payment details are required to be submitted with your registration form.
  5. Due to the nature of the Event, participation is at the sole and absolute discretion of PCSS. PCSS 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 have not purchased a Porsche vehicle from Porsche Centre Sydney South;
    - b) you breach any term of these Terms;
    - c) a warranty or representation provided by you is, or at any time becomes, untrue or inaccurate; or
    - d) PCSS determines, in its absolute discretion, that you are mentally or physically unfit to participate in any aspect of the Event.
  6. A binding contract between you and PCSS for your participation in the Event in accordance with these Terms will arise as soon as PCSS:
    - a) has accepted a completed registration form that meets the criteria of the Event;
    - b) has received full payment of the applicable Fee 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.
  7. Participation at the Event will not be permitted if PCSS has not received all required Release and Indemnity documents duly executed by you.
  8. You acknowledge, warrant and represent to PCSS 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 PCSS;
    - 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 PCSS 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.
9. PCSS will book accommodation for participants at Osborn House, Bundanoon, in a room selected by PCSS for either one or two persons (depending on availability and the participant's selected option in the registration form), with breakfast, for nights on Tuesday, 28 April and Wednesday 29 April 2026. Participants will be responsible for any additional charges incurred at Osborn House.
10. PCSS will book food and beverages for participants at:
- a. the Welcome Dinner at Osborn House on Tuesday, 28 April 2026; and
  - b. the Wine Tasting & Fire Feast Dinner at Osborn House on Wednesday, 29 April 2026.
11. Other than where stated in these Terms or where PCSS expressly provides an item is included, you acknowledge that participants and/or their guests, will be responsible for all other costs associated with the Event including travel arrangements, additional meals or beverages, extra activities, spending money, travel insurance and all other ancillary costs or expenses (including vehicle transportation and any travel insurance).
12. PCSS acknowledges that you may have certain rights under the Australian Consumer Law in respect of the Event 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.
13. Should the Event be cancelled, shortened or interrupted, PCSS will not have any liability in relation to such cancellation, alteration or interruption. Unless required by law (including the Australian Consumer Law), PCSS 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. PCSS reserves the right to cancel the Event or to hold the Event on another date(s). PCSS 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.
14. Subject to the Australian Consumer Law and any other applicable law, PCSS 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.
15. If you cancel your booking, PCSS may provide you with a refund if there are special circumstances that PCSS 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 PCSS immediately (**Cancellation Request**). If you make a Cancellation Request and PCSS decides, in its sole and absolute discretion, to provide you with a refund, then, subject to clause 13, if your Cancellation Request is made:
- a) 90 days or more before the Activity - PCSS may refund 95% of the Fee;
  - b) Between 60 and 89 days before the Activity - PCSS may refund 75% of the Fee;
  - c) Between 31 and 59 days before the Activity - PCSS may refund 50% of the Fee;
  - d) Between 16 and 30 days before the Activity - PCSS may refund 25% of the Fee.
16. If your Cancellation Request is made between 1 and 15 days before the Event, no refund of the Fee will be given.
17. Vehicle, third party property insurance and/or comprehensive insurance is the sole responsibility of the participants. You agree that all your insurance arrangements are your responsibility.
18. Helmets will be required for selected activities in the Event program. PCSS 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 found at: <https://motorsport.org.au/wpblob0fe832abcb/wp-content/uploads/docs/default-source/manual/general-requirements/2024/2024-schedule-d.pdf> Participants must 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.
19. Photographs and/or videos may be taken during the Event. You consent to PCSS and Porsche Cars Australia Pty Ltd (**PCA**) using your 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 PCSS and PCA's events and products. This might include using them in printed and online publicity and social media.
20. You understand and accept that PCSS 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 Event, at any time, in its absolute discretion, including if you fail to pass an alcohol breath test.
21. You hereby consent to PCSS collecting, storing, handling and using your personal information to assess applications, contact you about the Event, and for the purpose of direct marketing about its products and services. PCSS 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/sydneysouth/en-AU/Privacy-policy> or by phoning us on (02) 9693 9000. By completing the registration form I accept and agree to comply with these Terms.
22. 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.