

2023 FINKE DESERT RACE – RACE HIRE AND SUPPORT PACKAGE BOOKING TERMS AND CONDITIONS

BOOKING PROCESS

Outback Motorcycle Adventures are offering fifteen (15) race prepared motorcycles for hire for participants to compete in the 2023 Tatts Finke Desert Race.

Positions in this package will firstly be offered solely to people who have expressed an interest in taking part. People on this list will then have the chance to secure a place on a first in, best dressed basis. A place in the package isn't secured until the deposit is paid and received. If any places remain available fourteen (14) days after the initial offering, then these places will then be offered to the general public via our website.

Please note that securing a place in this package does not guarantee an entry into the race itself.

Outback Motorcycle Adventures will then also offer a further seven (7) positions which will form a waitlist for a place in the race package. These 7 people will also attempt to gain an entry to the race when entries open and will fill any positions that become available in the race package due to any initially successful participant withdrawing from their place in the race package for whatever reason (i.e., failure to gain an entry into the race, injury/illness, unforeseen circumstances, etc.)

Any person who withdraws from a place in the initial package will receive a full refund of their deposit, <u>only</u> if it can be filled by someone on the waitlist. Any person on the waitlist who does not receive an offer to fill a place in the initial race package will also receive a full refund of their deposit.

ACKNOWLEDGMENT

The participant acknowledges the following;

- 1. A detailed indemnity and release form is required to be signed prior to commencing the pre-run day on Wednesday June 7th prior to the event. Failure to sign this indemnity and release form will result in exclusion from the package. A copy of this indemnity and release form is available by request to Outback Motorcycle Adventures at any time prior to the event;
- 2. that they hold a valid license to operate the motorcycle they are using for this event and that they agree to produce a copy to Outback Motorcycle Adventures if requested (a motorcycle licence is required to take part in the pre-run-on Wednesday June 7th only learners permit is OK);
- 3. As they are hiring a bike supplied by Outback Motorcycle Adventures, that they will provide a security deposit of \$2,000.00 in addition to the race package payment. This deposit will cover any damage to the motorcycle that they are hiring from Outback Motorcycle Adventures for the purposes of the event. Also, that they will be liable for any crash damage caused to the motorcycle during the course of the hire period. This deposit will be returned to the participant upon safe return of the motorcycle at the conclusion of the event.
- 4. that they are separately responsible for the following;
 - Organising their own race entry into the 2023 Finke Desert Race and payment of any associated fees to the race organiser,
 - obtaining the appropriate racing licence in order to compete,
 - Their own transport to and from Alice Springs for the event and whilst in Alice Springs for the duration of the event,
 - Their own accommodation and food requirements whilst in Alice Springs for the duration of their stay (except for meals and accommodation provided by Outback Motorcycle Adventures at the Finke overnight stop).

5. that they have sufficient safety clothing and equipment (including an Australian Standards approved safety helmet) suitable for this type of event and will use these items at all times during the event. Outback Motorcycle Adventures reserves the right to refuse participation if it deems any unsafe equipment is in use by the participant during the event;



- 6. that they will notify Outback Motorcycle Adventures of any accident or incident that may occur during the event;
- 7. that they have obtained sufficient insurance cover reflective of the nature of the activities undertaken on this event as recommended by Outback Motorcycle Adventures and/or the race organiser;
- 8. that Outback Motorcycle Adventures will collect personal information in order to conduct the event. The participant agrees that Outback Motorcycle Adventures may use this information for promotional or marketing purposes in the future, and;
- 9. agrees to allow Outback Motorcycle Adventures to use their name, likeness, image and/or voice (including photographs and/or film recordings) in any media for an unlimited time for the purpose of promoting the event. No remuneration will be paid for any use as stipulated.

BOOKING/PAYMENT

Payment of a 20% deposit/booking fee must be made at the time of submitting your booking. Balance of all fees pertaining to the package must be paid by 6th April 2023. Participation is not confirmed until full payment is received.

Payment methods accepted are as follows;

1. Direct Bank Deposit

Outback Motorcycle Adventures

BSB: 085995

Account: 890741125

Please ensure your full name is included in the payment details.

2. Credit Card Payments

Mastercard or Visa payments are accepted directly through our secure website payment platform - eWay.

CANCELLATION/REFUND POLICY

Outback Motorcycle Adventures reserves the right to evict any participant at any stage of the event for non-compliance of these terms, or for non-compliance of any instructions given throughout the event. Under such circumstances, no refund of any fees will be made.

Outback Motorcycle Adventures reserves the right to postpone, terminate or cancel the event without notice to the participant. Any refund of entry fees whether paid in whole or part will be made at the entire discretion of Outback Motorcycle Adventures and the participant agrees to make no claim for damages or consequential loss if any of the conditions listed in these terms and conditions are applied by Outback Motorcycle Adventures, its employees, agents, or contractors.

Participants may withdraw from the event at any time prior to commencement of the event. The event commencement date is Wednesday June 7th, 2023. Notification must be in writing via email or letter advising of your withdrawal & request for a refund. Notification is taken to have occurred upon receipt of your notice.

If cancelling after full payment has been made, Outback Motorcycle Adventures reserves the right to apply a cancellation fee as follows;

- NIL (i.e., full refund of any event fees already paid less deposit) if notice received more than 90 days prior to the
 event.
- 25% of event fees already paid if notice received between 90 and 60 days prior to event commencement date.
- 50% of event fee if notice received between 60 and 30 days prior to event commencement date.
- 75% of event fee if notice received between 30 and 14 days prior to event commencement date.
- 100% (i.e., no refund) if notice received less than 14 days prior to event commencement date.



Please note however that if you do withdraw within ninety (90) days of the event commencement date and your place can be successfully filled by another participant, we will issue you a full refund.

If a participant leaves during the event but prior to completion due to accident or injury, no refunds can be made.

In the event of a mechanical breakdown during the event, Outback Motorcycle Adventures will make every effort to repair the motorcycle in order for the participant to continue in the event (Subject to adherence of Finke Desert Race supp regs).

ACCEPTANCE

The participant is taken to have accepted these terms and conditions upon payment of the initial deposit/booking fee.