

## Windwhistle 4WD High Country Tour Terms and Conditions

By registering you acknowledge that:

1. that there is a degree of risk associated with the Event and while Windwhistle School have taken steps to mitigate the associated risks and hazards and make 4WD tracks as safe as reasonably possible, it is not possible to avoid all risks and hazards.
2. that participation by you in the Event is entirely at your own risk and that you accept full responsibility for any loss, damage or injury that you may suffer or cause as a direct or indirect result of your participation in the Event.
3. that you will indemnify Windwhistle School and/or the owners of any participation stations against any loss, claim, damage, expense, liability or proceeding suffered or incurred at any time by those parties as a result of your participation in the Event.
4. that you (or any person driving your vehicle) have the relevant experience to drive a 4WD off road during this Event. You will ensure that your 4WD vehicle is maintained and capable of completing this off-road 4WD tour.
5. that you agree to all the terms and conditions.

### General Competition Terms and Conditions

1. The Windwhistle 4WD High Country Tour (**Event**) is an event promoted and run by the Windwhistle Primary School (**School**).
2. Where registering on behalf of other guests (be they driving or passengers), the person submitting that registration form warrants and represents that they are authorised to register on behalf of all persons and all persons will be bound by these terms and conditions.
3. Guests will comply with all directions and instructions given by the School or the officials during the tour.
4. This Event is taking place across a number of working farms on formed 4WD tracks. Guests must not detour from the marked tracks or wonder outside of the designated areas at stops.
5. The care, safety, and wellbeing of children or minors taking part will be the sole responsibility of their parents or caregivers.
6. Each person at the Event warrants (and where minors, their parents or caregivers warrant in relation to those minors) to the School that they are in good health and have no medical or other conditions that might be affected by participation in the Event.
7. The School reserves the right to postpone or cancel the Event at any time (whether prior to the date of the Event or on the date of the Event) and for any reason, including (but not limited to) due to a Force Majeure Event. The School will not be liable to any guest for any compensation whatsoever as a result of postponement, cancellation, or termination of the Event.
8. Where the School cancels or terminates the Event or competition due to a Force Majeure Event (and not for any other reason such as breach by the competitor of this Agreement or the general ticket terms and conditions) the School will refund any entry fee already paid by the guest prior to such cancellation or termination.
9. If the guests cancel their registration within 30 days of the trip there will be no refunds. If the guest transfers their registration to another person(s) then these terms and conditions still apply.
10. The postponement date is the 26<sup>th</sup> March 2023. If the event is postponed all registrations will be transferred to this new date, no refunds will be given if guests cannot attend.

11. All registrations become property of the School. The information collected in this form will be held securely by the School at its offices in accordance with the Privacy Act 1993 and will be used for the purpose of the prize draw and for publicity, marketing and promotional purposes.
12. Registration to the Event constitutes the consent by the guests to the School using the details name and image and photography for publicity, communications, and marketing and promotional purposes.
13. In these terms and conditions, unless the context otherwise requires:

**Agreement** means the agreement between the

School and the competitor (being the person or persons named in the Application) comprised of the Application and these terms and conditions, once the Application has been accepted by the School.

**Guest** means any person attending the Event.

**Registration** means the application form completed by the guest to which these terms and conditions relate.

**Force Majeure Event** means any cause or circumstance beyond the reasonable control of the School including but not limited to acts of God, earthquake, fire, explosion, flood, storm, or other adverse weather conditions, accident, riot, civil commotion, insurrection, epidemic, pandemic, national emergency (whether in fact or law), act of war or terrorism (whether declared or not), or Governmental or Local Authority action, restrictions, restraint, direction, or embargo.