

Warning under the Australian Consumer Law and Fair-Trading Act 2012

Under the *Australian Consumer Law (Victoria)*, several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to you:

- are rendered with due care and skill; and
- are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
- might reasonably be expected to achieve any result you have made known to the supplier.

Under section 22 of the *Australian Consumer Law and Fair-Trading Act 2012*, the supplier is entitled to ask you to agree that these statutory guarantees do not apply to you. If you agree to this waiver, you will be agreeing that your rights to sue the supplier under the *Australian Consumer Law and Fair-Trading Act 2012* if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.

**NOTE:** The change to your rights, as set out in this waiver, does *not* apply if your death or injury is due to *gross negligence* on the supplier's part. *Gross negligence*, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the *Australian Consumer Law and Fair-Trading Regulations 2012* and section 22(3)(b) of the *Australian Consumer Law and Fair-Trading Act 2012*.

### **Inherent Risks of Participation**

Although not a motorsport event, off-road touring such as the Kidney Kar Rally involves certain inherent risks and dangers. These include the risk of injury, death, and damage to property resulting from collisions with other vehicles, persons, animals, and objects, as well as mechanical failure.

The Kidney Kar Rally may take place in remote locations where immediate medical assistance, vehicle towing and repair facilities, or mobile telephone coverage may not be available.

These risks may be reduced by conduct such as:

- not driving while fatigued, dehydrated, or intoxicated;
- driving according to driver skill level and prevailing road, weather, and light conditions;
- carrying an EPIRB;
- avoiding distractions and maintaining proper attention.

By participating in the Kidney Kar Rally, you acknowledge that these risks cannot be completely eliminated and that you voluntarily accept these inherent risks.

### **Liability Exclusions**

The Australian Kidney Foundation (ACN 008 464 426), trading as Kidney Health Australia, and any of their directors, employees, contractors, volunteers, suppliers, officials, representatives, sponsors, venue owners, or venue occupiers are *not liable for any personal injury or death* that may occur due to a breach of statutory guarantees under Subdivision B of Division 1 of Part 3-2 of the *Australian Consumer Law*.

Except as required under the Australian Consumer Law, the Australian Kidney Foundation (ACN 008 464 426), trading as Kidney Health Australia, and its directors, employees, contractors, volunteers, suppliers, officials, representatives, sponsors, venue owners, and venue occupiers will not be liable for any claim you may have against them that arises from or is contributed to by their act or omission, including negligence.

## **Participation Requirements**

All participants of the Kidney Kar Rally must be 16 years or older as at the start of the event and be capable of understanding the Terms and Conditions. All participants are required to complete the relevant registration forms and pay the applicable entry fee.

The vehicle registered for the event must be fully road-registered, in good working condition, and covered at a minimum by Third-Party Property Damage Insurance.

## **Under 18's**

Participants under 18 years of age are not permitted to drive during the event, they must have written parental/guardian consent and be accompanied by an adult for the duration of the event.

## **Medical & Emergencies**

It is each participant's responsibility to ensure they are fit and healthy to participate in the event. All participants must be free from any physical or medical condition that could place them, or anyone travelling with them, at increased risk of injury or harm. First aid services will be available at the event. Should a participant require ambulance transport to hospital, *all associated costs will be at the participant's expense.*

## **Photography**

Photographers and videographers will be present at the Kidney Kar Rally, capturing images and video footage that may be used to promote the event and future fundraising activities.

## **Privacy and Online Security**

Kidney Health Australia is committed to protecting your privacy and ensuring the security of your personal, sensitive, and health information. All staff and volunteers uphold your rights and take protection of your information seriously.

## **Collection and Use of Information**

Information collected during registration, including relevant contact details, may be provided to the Road Director, members of the Rally Organizing Committee, and, where appropriate, published in the KKR Road Book.

## **Financial Information Security**

All financial information provided to Kidney Health Australia is stored securely in accordance with the Payment Card Industry Data Security Standards (PCI DSS). Complete bank details are never retained. In certain situations, we engage professional financial gateway specialists or expert fundraising digital platforms (also PCI DSS compliant) to assist with transactions. Limited information may be retained to identify you as a customer.

## **Data Retention and Disposal**

Financial information is retained only for the period required by law and is securely disposed of once it is no longer needed.

For more details on how Kidney Health Australia manages your privacy and protects your information, please refer to our Privacy Policy on our website.

## **RallySafe Equipment Acknowledgement**

For safety and event management purposes, all vehicles participating in the Rally event are required to have a RallySafe tracking and communication unit installed. RallySafe units are provided by Kidney Health Australia and its designated supplier. Participants are expected to exercise reasonable care when using the equipment and acknowledge responsibility for any loss, damage, or misuse of RallySafe units or accessories resulting from their actions or negligence.

## **Important Rally Information**

All participants will receive relevant documents containing essential information about the Kidney Kar Rally. This may include, but is not limited to, details regarding insurance, registration, the event Code of Conduct, and fundraising requirements. This information is critical for the safety of all participants, officials, and volunteers. It is each participant's responsibility to read, understand, and comply with all requirements outlined in these documents.

### **Fundraising Guidelines, Agreement & Legal Implications**

All fundraising activities must comply with Australian Federal and State laws. Each state and territory has specific legislation, including Fundraising Acts or equivalents, that Kidney Health Australia and its fundraisers must follow. Additional regulations may apply to gaming, liquor licensing, or food preparation, and it is the responsibility of each participant to ensure full compliance with all applicable laws and regulations.

Kidney Health Australia reserves the right to revoke any approvals, licenses, or authorisations granted to participants and to terminate agreements at any time if a participant engages in conduct that:

- May adversely affect the reputation of Kidney Health Australia;
- Is prejudicial to the organisation's objectives; or
- Brings the name of Kidney Health Australia into disrepute.

If approval or a licence is revoked, participants must immediately cease promoting the event and stop using any Kidney Health Australia intellectual property. Agreements are governed by the law of the state or territory in which the fundraising event takes place.

### **Fundraising Commitment**

Participants in the Kidney Kar Rally are required to commit to a minimum fundraising target of \$4,000 per team. This minimum fundraising requirement will be strictly enforced.

### **Working with Children Check**

All Kidney Kar Rally participants who wish to be involved in school activities or Kidney Kids and Youth programs as part of the rally are required to obtain a valid Working with Children Check (WWCC) at their own expense. Completion of this check is mandatory for participation in these activities.

### **Kidney Kar Rally Participant Waiver and Acknowledgement**

By completing registration for the Kidney Kar Rally and accepting this event waiver, you agree to the following:

- a) Assumption of Risk - I acknowledge that participating in the Kidney Kar Rally involves inherent risks and dangers that cannot be completely eliminated, and I voluntarily accept these risks.
- b) Release of Liability under Australian Consumer Law - I release The Australian Kidney Foundation (ACN 008 464 426) trading as Kidney Health Australia, its directors, employees, contractors, volunteers, suppliers, officials, representatives, sponsors, venue owners, and venue occupiers from all liability for any personal injury or death that may occur due to a breach of statutory guarantees under Subdivision B of Division 1 of Part 3-2 of the Australian Consumer Law.
- c) Release of Liability for Other Matters - I release Kidney Health Australia, its directors, employees, contractors, volunteers, Kidney Kar Rally suppliers, officials, representatives, sponsors, venue owners, or venue occupiers from any liability arising from their acts or omissions, including negligence, except as provided under Australian Consumer Law.
- d) Vehicle Certification - I certify that the vehicle I entered in the event is fully road registered, in good working condition, and at minimum covered by Third Party Property Damage Insurance.
- e) Age and Competency - I verify that my team members and I will all comply with the Participation Requirements as at the start date of the Kidney Kar Rally and are capable of understanding the relevant Terms and Conditions.

- f) Media Consent - I consent to photographs and videos of me being captured during the event and authorize Kidney Health Australia to use such media in perpetuity to promote the event and future fundraising activities. Equipment Responsibility - I agree to take reasonable care of all equipment provided for the event and accept responsibility for any loss or damage to RallySafe units or accessories caused by my team or me. I will reimburse Kidney Health Australia (or its designated supplier) for repair or replacement costs of any damaged or lost equipment attributed to our use.
- g) Compliance with Event Information - I accept responsibility for reading, understanding, and complying with all documentation and requirements set out by Kidney Health Australia.
- h) Fundraising Commitment - I agree to fundraise and/or donate the minimum fundraising amount prior to the Rally departure.
- i) Working with Children Check - I agree to obtain a Volunteer Working with Children Check at my own cost.
- j) Accuracy of Warranties - I acknowledge that if any of the above warranties are not correct, Kidney Health Australia may exclude me from participating in the Kidney Kar Rally.
- k) Health and Fitness - I agree that it is my responsibility to be physically fit and healthy to participate. I must be free from any physical or medical condition that could put myself or others at increased risk of injury or harm. I understand that any ambulance transport or medical treatment required will be at my expense.

**Acknowledgement**

I, \_\_\_\_\_, acknowledge that I have read, understand, and agree to comply with all terms outlined in this event waiver.

**Signed:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Team:** \_\_\_\_\_

