

## **APC RALLY USA 2013**

### **Terms and Conditions**

**1. General Information.** The APC rally USA 2013(the "Event") is NOT a race. It's a adventure motorbike navigation rally. You are not in competition with other participants – only yourself. The Event involves a cross country rally using dirt roads and tracks wherever possible. You assume all risks in the Event and solely responsible for your own actions. You must comply with ALL applicable laws. All illegal and immoral activities are strictly prohibited. The APC RALLY USA 2013 organisation requires that you ride safely. Failure to abide by the terms and conditions in this agreement, (the “Agreement”) will result in automatic disqualification

**2. Requirements/Entry Fee/Refunds.** The entry fee for the 2013 Event is \$1,435.00 U.S. (One Thousand Three hundred Dollars U.S.) per motorcycle supporting one (1) rider. The entry fee covers you only, and you are responsible for paying any additional fees which may arise pursuant to the terms of this Agreement and/or the rules and regulations promulgated by APC. The entry fee for you and your motorcycle is due and payable upon submission of your application and waiver. Failure to pay the full entry fee will lead to (at the APC's sole discretion) you being refused access to and participation in the Event. Completing The APC America Rally is not a requirement The APC RALLY TEAM reserves the right to refuse your application or prohibiting you from participation for any lawful reason, whether or not your application has been accepted. All applicants are required to provide the following to be considered: Application, Release & Waiver; Terms & Conditions, and Payment. Check, Money Order or PayPal should be made payable to JLH ADVERTISING PTY LTD . Your participation in the event will be subject to our approval and our decision will be final. Appeals against our decision will not be heard. The APC RALLY team reserves the right to refuse your entry or participation prior to and during the Event at any time and for any reason whatsoever (without being obliged to disclose the reason). If your application is not accepted at the time of submission, your \$1,300 entry fee will be refunded in full. If your application is accepted and your activities result in the later cancellation or refusal to allow you to participate, a full refund will be made.

**3. Non discrimination Policy.** APC RALLY TEAM does not engage in any kind of discrimination or harassment based on race, colour, religion, creed, sex, national origin, age, disability, marital status, veteran status or any other status protected by applicable law.

#### **4. Rules and Regulations.**

**A. Age.** Participants must be 18 years of age or older on June 13th, 2012 in order to participate in the Event.

**B. Motorcycles.** The event is open to all manufactures models. All fuel tanks and bladders must be road legal as per local laws. All bikes will be required to have a working odometer.

**c. Support Vehicles.** Any type of supporting vehicle must be a 4wd and in good condition.

**d. Compliance.** You are required to comply with all applicable laws and regulations of the State, Country in which you are travelling, including without limitation, all speed regulations, laws of the road, laws relating to the safety of your motorcycles and laws relating to the possession or use of alcohol, drugs or other prohibited substances. If you breach any applicable laws, the Apc rally team reserves the right to prohibit you from participating further in the Event .

**e. Registration.** All participants must arrive not less than 4 hours before the start of the challenge..

**f. Responsibility.** Participants agree to the following:

- (i) Any additional costs incurred are your own responsibility and the APC rally team reserves the right to recover any fees incurred arising out of your actions.
- (ii) You must hold a current, valid and unrestricted drivers license and this must be shown to APC at the time of registration.
- (iii) You must have valid and proper insurance for your motorcycle covering the Country/States that the Event is travelling through.
- (iv) You must have valid motorcycle registration plates visible from the rear of your motorcycle. You must ensure that you and your motorcycle are compliant with locally applicable laws along the route (including exhaust, width, lighting and visibility).
  
- (v) Participants must, at their own expense, provide an approved tracking device which APC can use to track your progress across the designated route.
- (vi) All participants must carry their full driving license, vehicle registration, and documents relevant to the country of registration and must be taxed and have any necessary certificates and/or consent for use on public roads within the state/country of registration (where relevant)
- (vii) You agree that the APC has the right to request all information from you regarding you, your motorcycle and that you will comply with the APC's requests by providing said information in a prompt and timely manner.
- (viii) By signing this document you certify that all information you provide in your application and in response to the APC's requests are accurate and complete in all material aspects.
- (ix) You acknowledge and accept that APC accepts no responsibility or liability for the consequences of you being refused passage and/or entry/exit to or from any State/Country visited en route.
- (x) You are responsible for all additional costs and expenses including gasoline (petrol), or other expenses and disbursements incurred while staying in a hotel (including courier/postal charges relating to sending left luggage to you), fines of any sort, or damage caused at any venue visited.

**G. Conduct.** You must conduct yourself appropriately, professionally, respectfully and not engage in any unlawful or immoral conduct whatsoever. You must NOT consume alcohol while riding. You must NOT drive under the influence of alcohol or any other intoxicating substance at any time. You must NOT consume any illegal or intoxicating substances at any time during the Event. If the APC finds you under the influence of alcohol while driving or attempting to drive or under the influence of any illegal or intoxicating substances the APC will prohibit you from participating further in the Event. You must NOT ride if your ability to do so safely and properly is in any way compromised by illness, lack of adequate rest, or any other condition.

**5. Intellectual Property Rights and Grants.** All intellectual property rights (including any patent, copyright, database rights, registered design, trade mark, trade name, logos, service marks, know-how or industrial or intellectual property right subsisting anywhere in the world

and any applications to protect any of the above) and goodwill in and relating to the Event shall be owned by APC. The participant assigns any and all tangible and intangible rights to APC related to the Event. By participating in the Event you consent to be photographed and to be included in the filming of footage documenting the Event. You hereby waive any and all rights of publicity or privacy and grant the APC, and a film company of their choosing, full and complete permission to utilize and exploit your appearance in the Event in any and all manner and media throughout the world in perpetuity. You further agree that the APC and the film company have the sole discretion to use or refuse to use any photographs or footage in which you appear, and that if the APC and/or film company do use such photographs or footage, it may be edited at the APC's sole discretion. You consent to the use of your name, image, likeness, voice and biographical material about you in connection with any and all footage, publicity and related promotional material and for any and all publicity and promotional purposes. You expressly release the APC, its agents, successors and assigns, employees, consultants, licensees and assigns from and against any and all claims which you have or may have for invasion of privacy, defamation or any other cause of action arising out of the production, distribution, broadcast or exhibition of photographs, footage or any promotional materials. APC reserves the right to use your name and image in perpetuity; to the "fictionalization" of a person including for "humorous or satirical effect;" and to the assignment of copyright and other rights to Material ,produced by you while participating as a Challenger. APC may interview you, video tape, film and record such interviews, use your statements and appearances including your name, voice, and likeness; select to use you in the television series/show.

You are only entitled to take photographs and film footage of your participation in the Event for non-commercial and commercial purposes .Specifically, you are not entitled to reproduce or use photographs or footage of the Event on any website for a commercial purpose, in any printed media or matter or in any television program without first obtaining the prior written consent of the APC. You hereby agree to assign (by way of present assignment of future copyright) all right, title and interest in the worldwide copyright and all intellectual property rights in such photographs or footage in perpetuity together with exclusive worldwide rights of exploitation thereof to the APC and a film company of their choosing. At the APC's request you shall deliver to the film company within 30 days of the end of the Event, As a condition of your participation, you further agree not to do anything or cause or permit anything to be done that may infringe, damage or interfere with any Intellectual Property Rights of the APC America rally or any of our associated companies or sponsors or any third party or do anything that is otherwise unlawful or which may cause any liability for the Event or any party involved with the Event.

**6. Copying the Event.** By signing below you are agreeing that you will not organize, invest in or fund a rally or similar event which attempts to replicate APC Rally USA or any of its unique features, activities and components or which seeks to benefit in any way from the APCs branding or goodwill. Doing so will result in legal action by APC .

**7. Privacy Policy.** We may ask you to provide personal information about yourself or any other person who wishes to enter The APC Rally USA and you may receive information about the APC Rally USA from time to time. We use appropriate security measures to protect against the loss, misuse and alteration of data used by our system and will never share, sell, or rent individual personal information with anyone for their promotional use without your advance permission or unless ordered by a court of law. Information submitted to us is only available to employees managing this information for purposes of contacting you or sending you email based on your request for information.

**8. Violation of Terms.** If you violate any of the above terms and conditions of this Agreement or refuse to follow the instructions given to you during the Event by the APC or any of its employees or nominees, you may be prohibited from further participation in the Event and may be subject to disqualification whereby you will forfeit any prize as well as any entry fees paid. In addition, APC may pursue any and all legal rights and remedies under the law and in equity, including injunctive and equitable relief and recoupment of attorney fees and costs in enforcing the terms of this agreement.

**9. Rules Subject to Change.** APC reserves the right to change these terms and conditions from time to time subject to notifying you of the changes. You shall be deemed to have accepted the amended terms and conditions by participating in the Event.

**10. Indemnification.** You will indemnify the APC America rally team and JLH advertising Pty ltd , its directors, officers, employees, sponsors, owners, representatives, and consultants against any and all claims, lawsuits and causes of action whatsoever or howsoever arising and brought against them by any third party as a result of your action or participation in the Event, including without limitation, your violation of any laws or regulations or your breach of this Agreement.

**11. Limitation of Liability.** UNDER NO CIRCUMSTANCES SHALL APC or JLH advertising Pty ltd BE LIABLE TO PARTICIPANT OR ANY THIRD PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING FROM THIS AGREEMENT OR THE EVENT, INCLUDING BUT NOT LIMITED TO ANY PERSONAL INJURIES. IN NO EVENT SHALL APC or JLH Advertising Pty ltd OR ITS AGENTS, SUCCESSORS, ASSIGNS, CONTRACTORS, LICENSES, SPONSORS, OWNERS OR REPRESENTATIVES BE LIABLE TO PARTICIPANT FOR AN AMOUNT GREATER THAN THE ENTRY FEE OF \$1,435.00 WHETHER ARISING UNDER THIS AGREEMENT, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY DIRECTLY OR INDIRECTLY RELATED TO THE EVENT.

**12. Participant's Obligation to Mediate.** Participant agrees to submit any and all claims, whether arising under this Agreement, a contract, a tort, or any other legal theory, directly or indirectly related to the Event to mediation. Participant shall notify APC of its election to mediation in writing. . Mediation shall take place in accordance with said process and shall take place in Brisbane ,Australia. The participant may not and shall not bring an action in a court of law without first going through mediation in accordance with the mediation process detailed in this paragraph. Each party shall bear of their own expenses to mediate.

**13. Disclaimer of Warranties.** Apc disclaims any and all express and implied warranties related to the Event, including but not limited to implied warranties of merchantability, fitness for a particular purpose, habitability and any other warranties. Participant participates in the Event “AS IS” without any representations or warranties of any kind.

**14. Force Majeure.** The APC, its directors, employees, sponsors, advisors and consultants shall not be liable in any way if APC cannot fulfil their obligations resulting from this Agreement (including without limit the holding of the Event or any part of it) in cases of fire, earthquake, epidemic diseases announced by the World Health Organization (WHO), cyclone, flood, aridity, strike, lightning, war in the country, revolution, civil war, terrorist activities and similar troubles, blockade, embargo, confiscation and expropriation, conflict with any state or federal law or regulation or any law or regulation of any country, any and all legal actions both civil and/or criminal, and any or all other cases, incidents and/or events defined as Force Majeure by any applicable laws and regulations or beyond its power and control. The Apc cannot be held responsible if it is not possible for it to fulfil any one of its obligations or if a delay occurs in fulfilling its obligations due to any reason or situation beyond its will power and control, including but not limited incidents arising from the operations of law enforcement in any territory, the general instructions of any relevant official institution, provisions of law, regulation and statute, instructions given by authorized officials, extraordinary situations, and other force majeure events. For the avoidance of doubt, if the APC, acting reasonably, decides to call off the Event either before the Event or during the Event due to an incident (such as for example, a death or serious injury in connection with the Event, or an event that otherwise naturally detracts from the Event), such event will be considered to be a force majeure event in accordance with this Clause and the APC will have no liability, in particular and without limitation, to refund the entry fee or any part of it to any participant.

**15. Entire Agreement.** This Agreement, Waiver and Release of Liability, and the Entry Requirements constitute the whole agreement between the parties and supersedes any previous arrangement, understanding or agreement reached between the parties whether in oral or written form. To the extent there is any conflict between this Agreement and the Waiver and Release of Liability, the Waiver and Release of Liability shall control.

**16. Confidentiality.** You agree to keep confidential, and not disclose to any third party, details of all incidents that occur during the Event including, without limitation any and all details of any road traffic accidents that may occur during the Event.

**Agreed to and Accepted**

**Name:** \_\_\_\_\_

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

\* Applications will not be processed until payment has been received in full. If your application is not accepted at that time, your \$1,435 will be returned.