

1. Employees of *The Courier*, *The Standard*, *The Border Mail*, *The Bendigo Advertiser*, Rural Press Printing, Fairfax Media Limited, competition sponsors, their immediate families and associated agencies are ineligible to enter.
2. The winner will be drawn at 110 Creswick Rd, Ballarat, 3350 at 1:00pm on Monday, March 4th. The winner will be contacted by phone and announced in *The Courier* on Tuesday, March 5<sup>th</sup>.
3. Transport to and from Shepparton to participate in the prize are the responsibility of the prizewinner.
4. In order to participate in the F1 2-Seater Ride, the winner must also be within the following height, weight and body dimension restrictions:

Maximum height:	1.8 m (6ft)
Minimum height:	1.58 m (5 ft 2 in)
Maximum weight:	88 kg (14 stone)
Maximum girth (including upper arms):	139.7cm (55 in)

As a condition of participating in the F1 2-Seater Ride, the winner may be required to sign a waiver of liability and indemnity form as required by the Promoter. Failure to do so will result in forfeiture of the F1 2-Seater Ride part of the prize.

- a. The Promoter will not be responsible in circumstances where the Shepparton Stunt or F1 2-Seater Ride are cancelled or relevant dates are re-scheduled for any reason. If the prize or any part of the prize becomes unavailable for reasons beyond the Promoter's reasonable control, the Promoter will endeavor but is not obliged to provide a substitute prize of equivalent value.

The winner and any companion must comply with all directions of the Promoter and its personnel at all times and will wear all safety equipment required. Winners and companions will not be permitted to obtain drivers' signatures and acknowledge that there will be no formal introduction to any driver, including without limitation, the driver of the F1 2-seater car participating in the prize referred to in **Condition 13**. The winner of the prize agrees to take part in a briefing prior to the F1 2-Seater Ride, and acknowledges that the winner and their companion may be required to undergo blood alcohol and drug testing as determined by the Promoter and/or the operators of the prize in their absolute discretion. Such winner must not be under the influence of any drugs or have a blood alcohol reading above .05 whilst taking part in the F1 2-Seater Ride. Such winner must not have any heart condition, history of heart disease, or other medical conditions that would make it dangerous to participate in the F1 2-Seater Ride. Such winner must declare to the Promoter any health-related issues that may affect his/her safe participation in the F1 2-Seater Ride and obtain a written clearance from their doctor in this respect. The Promoter reserves the right (but has no obligation) to refuse to allow a winner and companion to take part in any or all aspects of a prize if the Promoter determines, in its absolute discretion, that the winner and companion is not in the mental or physical condition necessary to safely participate in that aspect

of the prize. Notwithstanding any other conditions set out herein, the Promoter at all times reserves the right to prevent any individual from participating in a prize for any reason whatsoever. The winner also agrees to comply, and will procure that their companion complies, with these Conditions of Entry.

**B. ENTRANTS ARE REMINDED AND AGREE, ACCEPT AND ACKNOWLEDGE THAT MOTOR RACING, THE F1 2-SEATER RIDE AND CERTAIN ACTIVITIES ASSOCIATED THEREWITH (INCLUDING, WITHOUT LIMITATION, PARTICIPATION IN THE PRIZE) ARE DANGEROUS AND ACCIDENTS CAN HAPPEN.**

Entrants are warned that there is a possibility of an accident causing injury, death or property damage or loss and participation in the prize is at the entrants' own risk. Entrants acknowledge that the risks associated with participating in the prize include but are not limited to the risk of suffering harm as a result of cars (or parts of them) colliding with other cars, persons or property. Entrants acknowledge that participating in the prize has a degree of danger and, to the extent permitted by law (in particular the *Fair Trading Act 1999* (Vic) and the *Competition and Consumer Act 2010* (Cth)), hereby exclude, release and forever discharge the Promoter, the Crown in right of the State of Victoria, the Minister administering the Act, Foxtix, Village Roadshow Limited, Universal Pictures, Network Ten, Crown Limited, AGPC sponsors and all other persons involved in the organisation, conduct and promotion of the prize (**Associated Entities**) from all liability for claims, loss, damage, costs or expenses arising from any personal injury or death (whether arising from negligence (but excluding gross negligence) or otherwise), arising from or connected with participation in Recreational Services (as defined below) including the prize.

To the extent permitted by law (in particular the *Fair Trading Act 1999* (Vic) and the *Competition and Consumer Act 2010* (Cth)), entrants acknowledge that, to the extent to which they participate in the prize in:

- a sporting activity or similar leisure time pursuit; or
- an activity that:
  - a. involves a significant degree of physical exertion or physical risk; and
  - b. is undertaken for the purposes of recreation, enjoyment or leisure, (**Recreational Services**), including, without limitation, participation in the prize, the Associated Entities do not make any warranty that the Recreational Services including the prize, will be provided with due care and skill or that any materials provided in connection with the Recreational Services, including the prize, will be fit for the purposes for which they are supplied. Entrants acknowledge that, to the extent that any warranty is implied it is excluded to the full extent permitted by law.

**WARNING:** If you participate in these activities your rights to sue the supplier under the *Fair Trading Act 1999* (Vic) if you are killed or injured because the activities were not supplied with due care and skill or were not reasonably fit for their purpose, are excluded, restricted or modified in the way set out in the Conditions of Entry.

**NOTE:** The change to your rights as set out in this notice, does not apply if your death or injury is due to gross negligence on the supplier's part. "Gross negligence" is defined in the Fair Trading (Recreational Services) Regulations 2004.

For the purpose of this **Condition 22** "the supplier" will mean and include the Associated Entities.

Without limiting any other release or limitation of liability contained in the Conditions of Entry, the Associated Entities will not be liable for any indirect or consequential loss suffered by any entrant caused by any acts or omissions of the Associated Entities, their directors, employees, agents and contractors arising out of or in relation to the prize.

Nothing in this Condition 22 or these Conditions of Entry generally affects your rights under the Competition and Consumer Act 2010 (Cth), Fair Trading Act 1999 (Vic) or similar legislation regarding implied conditions and warranties to the extent that such implied conditions and warranties cannot be excluded by law.