

STREET SMART

Event Terms and Conditions

1. Acceptance of Conditions

1.1. For the wellbeing of all participants, and of the event, all participants must accept and comply with all event conditions.

1.2 I accept that it is my responsibility to contact the event organisers should any information on my registration form need to be updated e.g. emergency contact details.

2. Track Variation

2.1. The organisers of Street Smart reserve the right to vary any of the events without notice, should any situation requiring such action arise.

3. Expected Behaviour

3.1. Street Smart is a communal event, and as such it is expected that participants will conduct themselves in a manner which reflects well upon themselves and the Event. It is expected that participants will show respect towards all event officials, marshals and coaches.

4. Preparation and Training

4.1. It is each participant's responsibility to ensure that they have adequately prepared themselves physically. If you have any health issues or doubts about your health you should seek medical advice. Please ensure you bring/take any necessary medication with you to the event and note any medical conditions on your waiver at the event. If you are at all unwell, please stay home.

4.2. It is the participant's responsibility to ensure that their vehicle is in road-worthy condition, including WOF, Registration and Insurance.

4.3. It is each participant's responsibility to ensure they are a current holder of a New Zealand Learner, Restricted or Full Licence and have accompanying supervision as required for the stage of licence held.

5. Event Information

5.1. The event organisers publish a number of documents, in the form of information sheets and on the event website. The organisers will make every effort to ensure that each participant receives all relevant information, but does not guarantee that each individual will receive all relevant information. It is each participant's responsibility to be informed and to have read all information made available. Each entrant will accept that all instructions, whether written or verbal, are clear and unambiguous.

5.2 Street Smart collects and stores participant's details including postal address, email address, phone number, date of birth etc. Participants agree that all information collected may be used by Street Smart and other third parties for research and future contact purposes.

5.3 All participants allow the use of their name and image to be used in media and for marketing purposes. It is understood that participant's details will be added to the Street Smart database and that they will be contacted from time to time in regards to Street Smart and associated partner promotions.

6. Safety

6.1. Participants must comply with all directions of event officials, marshals and security personnel and with all event signage.

6.2. Every participant shall drive carefully and with due regard to the safety of other participants and anyone using other areas of the tracks.

6.3. Each entrant must accept that despite the best efforts of the organisers to make the event as safe as they can, the organisers cannot control everything.

6.4. A participant may not use a personal music system, e.g. iPod, or a radio communication device, including a cellular phone, whilst driving.

6.5. An entrant must notify the organisers if withdrawing from the event for any reason either prior to or during the event.

7. Legal Issues

7.1. Any participant involved in an accident will not seek to blame or make a claim against the organisers or assist anyone else in making a claim.

7.2. Each participant will release the organisers, their officers, volunteers, employees, sponsors or any party associated with the event of any liability, financial or otherwise, for any direct or indirect loss or damage to property, injury or death which might be sustained from any intended or actual participation in this event or its related activities.

7.3. Any legal action related to the event will be taken in New Zealand courts under New Zealand law.

7.4. The waiver that you sign as a condition of entry does not cover personal liability of participants for collisions caused by yourself or another driver.

8. Event Care of Your Vehicle

8.1. It is the responsibility of all participants to arrange personal insurance to cover any potential damage or loss of vehicles and equipment while participating in the event.

9. Photography

9.1. I accept that I may be photographed or filmed during the event, and agree to the creation and use of such footage for future promotions, media and publicity of the event by Street Smart and its associated partners.

10. Transfers, Cancellations and Refunds Policy

10.1. In the event of a cancellation of the event due to any act beyond the power of the organisers, or dissatisfaction, the organisers are under no obligation to refund fees paid.

10.2. There will be no refunds, please do not ask as refusal may offend.

10.3. Transfers of entry to a different date or venue may be made up to 7 days prior to an event if alternative dates and track has availability.

Requests for transfers must be made to info@streetsmart.nz

11. Disqualification from the Event

11.1. Any entrant who, in the opinion of the organisers, fails to comply with these event conditions may be disqualified from the event. Disqualification will result in the offender's name being completely removed from the event database, and may result in a refusal, by the event organisers, to accept entry to future Street Smart events. No refund will be granted.

11.2. The organiser reserves the right to refuse any person's registration, or cancel any person's registration up to the day before event. In this circumstance the person's entry fee will be refunded.

12. Binding

12.1. These terms and conditions are binding on participants' relatives, personal representatives, heirs and successors.

13. Signing on behalf of others

13.1 If you are completing this registration on behalf of others e.g. on behalf of minors, then you must have them read these Terms and Conditions and obtain their permission (also in the case of a minor, their caregiver) to complete this registration on their behalf. By making the below Declaration, you will be deemed to be also making it on behalf of those persons and with their authority and they will be bound by these Terms and Conditions as if they had personally signed the Declaration.

14. Weather

14.1 Street Smart is an all-weather event, please bring appropriate clothing for all conditions

Disclaimer of Liability

Any material displayed by Street Smart is provided without any guarantees, conditions or warranties as to its accuracy. Unless expressly stated to the contrary to the fullest extent permitted by law, Street Smart and its suppliers, content providers, associated partners and advertisers hereby expressly exclude all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity and shall not be liable for any damages whatsoever, including but without limitation to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, damage to goodwill or reputation, or the cost of procurement of substitute goods and services, arising out of or related to the use, inability to use, performance or failures of this Website or the Linked Sites and any materials posted thereon, irrespective of whether such damages were foreseeable or arise in contract, tort, equity, restitution, by statute, at common law or otherwise. This does not affect Street Smart liability for death or personal injury arising from its negligence, fraudulent misrepresentation, and misrepresentation as to a fundamental matter or any other liability which cannot be excluded or limited under applicable law.

DECLARATION You hereby agree to abide by the above event terms and conditions (also available from our website www.holdenstreetsmart.co.nz or by request from us). You agree to follow all road rules and marshall's directions. You have obtained the permission of all other persons (including caregivers in the case of minors) who may make this Registration Entry and Declaration on behalf of and do so with their authority and certify that they have read the above Terms and Conditions. You have read and understand the safety information regarding this event and understand that you participate in this event at my own risk. You hereby attest and verify that you are physically fit to attend this event.