

Daniher's Drive 2022 Terms & Conditions

1. The Participant acknowledges having read and understood these Terms & Conditions and agrees and submits to all Rules and Regulations, codes of conduct, policies, directives and/or any such other requirement either contained in these Rules and Regulations or decided upon prior, during or after Daniher's Drive.
2. For the avoidance of doubt, any Rule, Regulation, policy, directive or other such requirement shall be communicated by the Daniher's Drive Governance Committee ("Committee") and communicated to all Participant/s before, during or after Daniher's Drive and which shall be reasonable in the circumstances and for the purpose of further implementing the Rules and Regulations as herein contained.
3. Participant/s must act and behave in a manner becoming of the participation in Daniher's Drive and must be mindful of the purpose that Daniher's Drive has been put in place for, being the conduit to raise funds and awareness of and for Motor Neurone Disease and its cure. Participant/s must at all times:
 - Act and behave honourably;
 - Act and behave in a manner not prejudicial to the interests of Daniher's Drive or in a manner which would bring Daniher's Drive or FightMND into disrepute
 - Maintain and exhibit mutual respect for all other Participants in Daniher's Drive
 - Conduct themselves at all times in a polite and cordial manner so as to advance the enjoyment of all Participant/s in Daniher's Drive.
4. To secure the Participant's Vehicle in the Daniher's Drive, a minimum payment of 50% of the registration fee of \$550 (namely \$275) for each Participant on a Participant Team must be received by FightMND on the date of registration. If the registration fees are paid on the date of registration, a credit card authorisation is required on that date irrevocably authorising Fight MND to charge the remaining 50% of the registration fee automatically for each Participant on 30 June, 2022. These amounts are NOT tax deductible. Participants who pay the full registration fees on the date of registration will receive priority access to accommodation and choice of their Drive car number. For the avoidance of doubt, no representation or warranty is made to any Participant in connection with specific accommodation or Drive car number that may be made available to them.
5. In the instance that a Participant/s can no longer participate in Daniher's Drive (and without limiting Rule 7), a Participant/s may cancel their registration by providing notice to an authorised representative of Daniher's Drive subject to the following refund cancellation policy;
 - Where notice of cancellation is given before 1 June – a full refund of registration fees paid will be made
 - Where notice of cancellation is given before 1 August – a refund of 75% if the registration fees paid will be made

- Where notice of cancellation is given before 31 August – a refund of 50% of the registration fees paid will be made
- Where notice of cancellation is given on or after 1 September – No refund will be made*

*This policy is subject to the absolute discretion of the Committee, and instances of bereavement or emergency may be handled in a different manner and a refund may be made in whole or in part.

6. The Participant/s acknowledge that a COVID Safe Plan will be implemented to ensure the safety of our participants, staff and guests, reflecting applicable laws and policies of State and Federal Governments at the time of the Daniher's Drive taking place and all Participant/s must comply with that COVID Safe Plan. Without limitation, each Participant must:
 - have received all required COVID-19 vaccinations and provide satisfactory evidence of having received those vaccinations prior to departing on 13 October 2022;
 - have undertaken a PCR or Rapid Antigen Test in the 72 hours prior to October 13, and have received a negative test result and provide satisfactory evidence of a negative test result prior to departing on 13 October 2022;
 - immediately on experiencing any COVID-19 symptoms discontinue participating in Daniher's Drive and isolate until they have undertaken a PCR or Rapid Antigen Test and received a negative test result;
 - immediately on receiving a positive test result to COVID-19 at any time during Daniher's Drive contact the COVID Marshall, FightMND Staff or any member of the Committee and discontinue participating in Daniher's Drive, isolate and follow any directions;
 - take precautions to protect themselves and those around them by following social distancing guidelines, avoiding physical contact where possible, and wearing a fitted face mask.
7. Participants may elect to transfer their registration to the following year's (2023) event, donate their registration fee to FightMND or seek a full refund if any of the following applies to them:
 - The Daniher's Drive is cancelled entirely due to the COVID-19 pandemic
 - Interstate participants are unable to attend the Drive in Victoria due to COVID-19 border closures or restrictions
 - An individual has suspected COVID-19 symptoms or is identified as a close contact within 72 hours of departure.
8. Each Participant agrees and acknowledges that Daniher's Drive is subject to applicable laws and State and Federal Government policies and guidelines which may change from time to time. FightMND and the Committee reserve the right to cancel or modify Daniher's Drive to the extent that it is necessary or prudent to do so having regard to the safety of the public and the Participant/s and to then applicable laws and State and Federal Government policies and guidelines.

9. Following registration, all Participants collectively registered for a Vehicle (a "**Participant Team**") must use their reasonable endeavour to fundraise and pay to the nominated bank account of FightMND a minimum of \$5,000 on or before 5:00pm on 31 August 2022, and pay the full entry cost for the Participant Team (\$5,000 plus \$1,500 for each additional Participant in the Participant Team above four persons) to the nominated bank account of FightMND on or before 5:00pm on 30 September 2022. The Participant/s acknowledge that proceeds from the sale of FightMND merchandise such as Big Freeze beanies must comprise no more than \$2,500 of the total sum raised by their Participant Team. In the event that a Participant Team has not paid the minimum sums required by the required dates set out above, the participation of that Participant Team in Daniher's Drive will cease enabling another team to enter (unless otherwise agreed with the Committee. Each Participant must ensure that all money raised by their Participant Team in the name of FightMND irrespective of whether that Participant Team raises the minimum sum by the required date, is fully paid in cleared funds to FightMND's nominated bank account within 28 days of the funds being received or pledged (whichever is the earlier).
10. All Participant/s acknowledge that the number of Vehicles participating in Daniher's Drive is limited and that there is a significant waiting list of individuals and teams wishing to participate. If any Participant Team experiences unexpected financial hardship or duress in connection with fundraising or payment of registration fees, a representative of the Participant Team must contact the Committee or any other authorised representative of Daniher's Drive to discuss. The Committee or any other authorised representative of Daniher's Drive will act in good faith to seek to reach an amicable resolution by mutual agreement with that Participant Team.
11. The Participant/s represent and warrant that their vehicle is suitably roadworthy to safely undertake Daniher's Drive and the Participant/s indemnify FightMND, Daniher's Drive, the Committee and all other authorised representative(s) of Daniher's Drive against, and release each of them from, any loss or damage suffered by or caused to any Participant/s vehicle or vehicles before, during or after Daniher's Drive.
12. The Participant/s acknowledges, undertakes and accepts full and continuing responsibility to maintain their Vehicle in a safe and roadworthy condition for the entirety of the Daniher Drive.
13. The Participant/s submits and shall allow any Committee member or any other authorised representative of Daniher's Drive to scrutinise or inspect any Vehicle participating in Daniher's Drive at any time. The Participant's acknowledge that any such scrutiny or inspection shall not amount to any representation or certification of the Vehicle's roadworthiness and no reliance may be made by any Participant/s on any such scrutiny or inspection with respect to the Vehicle's roadworthiness.
14. The Participant/s shall comply with all laws, regulations and legal requirements and all Participant/s shall submit to, if requested, alcohol and/or drug tests. The Committee or any other authorised representative of Daniher's Drive shall be authorised to require any Participant/s (or collectively all Participants within the Vehicle) to cease any further participation or involvement in Daniher's Drive if the Participant (as the nominated driver for the day) has a blood alcohol reading in excess of that permitted by law or any illegal drugs are detected in the nominated driver's system.

15. Daniher's Drive, the Committee or any other authorised representative of Daniher's Drive may immediately require any Participant/s to cease any further participation or involvement in Daniher's Drive if the Committee or any other authorised representative of Daniher's Drive forms the opinion (acting reasonably) that the Participant is not participating in Daniher's Drive in a safe and responsible manner to the extent that their own safety, or the safety of any fellow participant/s or members of the public, is placed in jeopardy, or if it is likely or it is reasonably foreseeable that there is or may be any harm to any person should the Participant continue to participate and/or be involved in Daniher's Drive.
16. Daniher's Drive, the Committee or any other authorised representative of Daniher's Drive has no legal obligation to enforce Rule 14 and no Participant shall be entitled to rely upon Rule 14 for any reason whatsoever. No representation or warranty is made to the effect that no person associated with Daniher's Drive will be under the influence of alcohol or drugs at any time during Daniher's Drive.
17. The Participant/s acknowledge (and have been warned) that driving a motor vehicle is an inherently dangerous activity and that participation in Daniher's Drive will expose the Participant/s to the risks of serious injury or death. The Participant/s assume and accept these risks and, without limitation, acknowledge (and have been warned) that serious injury or death of Participant/s may be as a result of equipment failure, the Participant/s own actions or omissions, road and weather conditions, acts or omissions of other persons or any combination of these or other factors.
18. As a condition of participation in Daniher's Drive, FightMND, Daniher's Drive, the Committee and all other authorised representative(s) of Daniher's Drive shall have no liability to the Participant/s for any personal injury, property damage, property loss or any other loss or damage in any way suffered by the Participant/s in connection with their participation and/or involvement in Daniher's Drive. Any such liability is hereby excluded and waived.
19. The Participant agrees to indemnify and to at all times keep indemnified FightMND, Daniher's Drive, the Committee and all other authorised representative(s) of Daniher's Drive against liability for all loss, claims and damages of any kind whatsoever, whether arising under statute or at common law (including negligence) and including claims in respect of personal injury, death, property damage or loss and damage of any other kind arising from or directly or indirectly relating to the Participant/s participation in Daniher's Drive.
20. The Participant/s agrees not to instigate, commence or prosecute or in any way support directly or indirectly the instigation, commencement or prosecution of any proceeding of any kind, including, but not limited to, any examination, inquiry, investigation, claim, proceeding or litigation against FightMND, Daniher's Drive, the Committee and all other authorised representative(s) of Daniher's Drive which in any way relates to or arises out of the conduct of Daniher's Drive.
21. The Participant/s agree to release and forever discharge and to hold harmless FightMND, Daniher's Drive, the Committee and all other authorised representative(s) of Daniher's Drive from any claim against loss, injury or damage of any kind which the participant/s

has or at any time in the future may have in any way arising out of or relating to the conduct of the Participant/s participation in Daniher's Drive.

22. Without limiting the provision of Rule **Error! Reference source not found.**, the releases and indemnities as provided for in these Rules and Regulations extends and applies to, and also covers and includes, all unknown, unforeseen, unanticipated and unsuspected injuries including death, damages, loss, liability and the consequences thereof, as well as those now disclosed and known to exist. The provisions of any state, federal, local or territorial law or state providing in substance that releases shall not extend to claims, demands, injuries, or damages which are unknown or unsuspected to exist at this time, to the persons executing such release, are hereby expressly waived.
23. The Participant/s agree on behalf of their heirs, executors, administrators, and assigns to indemnify FightMND, Daniher's Drive, the Committee and all other authorised representative(s) of Daniher's Drive from any and all actions, cause of action, claims and demands for upon or by reason of any damage, loss or injury including death which hereafter may be sustained by participating in the Daniher Drive.
24. These Rules and Regulations are governed by and construed in accordance with the laws of the state of Victoria.
25. Participant/s may obtain advertising decals for their Vehicles which can be placed anywhere on the Vehicle save for the driver's and front passenger's door, front windscreen, front bonnet, rear side panel and rear window. The aforementioned spaces are reserved for Daniher's Drive promotion material and/or Gold or Silver Package Sponsor logos. The participants sponsor logos must meet the sizing regulations provided by FightMND and must not exceed the dimensions of the Drive sponsors. The maximum size of a participant sponsor logos is 300mmx300mm.
26. All Participant's acknowledge and accept that FightMND, Daniher's Drive, the Committee or any other authorised representative of Daniher's Drive may enter into a sponsorship agreement with any body corporate where that body corporate's logo must be placed on all vehicles. All Participant's must place that body corporate sponsor's logo on their vehicle as directed by Daniher's Drive, the Committee or any other authorised representative of Daniher's Drive.
27. Daniher's Drive, the Committee or any other authorised representative of Daniher's Drive may require any Participant/s to immediately cease participation and involvement in Daniher's Drive for any reason including if, without limitation, the Participant/s breaches or fails to comply with any of the requirements of the Rules and Regulations and/or Daniher's Drive, the Committee or any other authorised representative of Daniher's Drive otherwise determines in their absolute discretion that the Participant/s should no longer be permitted to participate in Daniher's Drive for their own safety or the safety of the public or any of the Participant/s.
28. Without limiting the breadth and scope of Rule 2, the Participant/s acknowledges and agree that further Rules and Regulations may from time to time be disseminated by Daniher's Drive, the Committee or any other authorised representative of Daniher's Drive at any time and the Participant/s must comply with same.

29. Any decision arrived at by Daniher's Drive, the Committee or any other authorised representative of Daniher's Drive shall be final and no further correspondence shall be entered into.
30. Any use of the FightMND or the Daniher's Drive logo by any person must be approved by FightMND staff prior to use.
31. All Participants must wear the 2022 Daniher's Drive polo throughout the four days and must not wear previous years' merchandise. Without limitation, the Participant/s must ensure that only the current sponsor logos are worn.
32. FightMND encourages Daniher's Drive participants to use social media as a tool to raise funds and promote their fundraising pages, provided however that when posting on social media (Facebook, Twitter, Instagram, Snapchat & WhatsApp) Participant/s must comply with the following obligations:
- Participants must not use the FightMND logo on social media without prior approval from FightMND's fundraising coordinator.
 - When posting about the Daniher's Drive or FightMND, Participant/s must use the official tags and hashtags for the campaign (@fightmnd, @DanihersDrive, #DanihersDrive22 & #FightMND)
 - When posting about the Daniher's Drive or FightMND, Participant/s must use the official tags and hashtags for the campaign (@fightmnd, @DanihersDrive, #DanihersDrive22 & #FightMND)
 - When posting on social media about the Daniher's Drive and FightMND, Participant/s must ensure they do not use inappropriate words or post inappropriate content including but not limited to nudity, swearing, racism, homophobia, sexually explicit language, abusive language, language condoning or encouraging illegal practices or otherwise unacceptable wording/content or wording/content which may (in the opinion of FightMND or the Committee) bring Daniher's Drive or FightMND into disrepute.
33. The Participant/s acknowledges, undertakes, and accepts full and continuing responsibility to have their vehicle comprehensively insured for the entirety of the Daniher Drive.

34. DEFINITIONS

In these Terms & Conditions:

- (a) **"Daniher's Drive"** means the event known as "Daniher's Drive 2022" organised by and on behalf of FightMND.
- (b) **"Daniher's Drive Governance Committee" ("Committee")** means the individuals appointed to same from time to time by FightMND to act, serve or carry out duties as officers, members, employees, agents, independent contractors and volunteers assisting in the conduct and management of Daniher's Drive.

- (c) **"Participant"** means any natural person participating in Daniher's Drive.
- (d) **"Rules and Regulations"** means these Terms and Conditions and also includes any other rules or regulations as determined by Daniher's Drive, Daniher's Drive Governance Committee or any other authorised representative of Daniher's Drive and disseminated from time to time.
- (e) **"Vehicle"** means any Participant's Daniher Drive Vehicle used by the Participant in Daniher's Drive.

By acknowledging the Terms & Conditions you are agreeing to receive correspondence from FightMND with updates regarding the upcoming event and information on how you can support our mission. FightMND will not share your contact information with any external parties. Those registering on behalf of a team will be agreeing for all those on the team to receive correspondence with regards to the event. You can withdraw your consent at any time.