





# **Bash Official Rules** 2017

#### **DEFINITIONS**

"Bash" means South Australian Variety Bash

"Basher" an Entrant as below;

"Bash Chairman" means that person nominated by Variety in charge of the Event.

"Bash Management Team" means the Bash Chairman in consultation with the Events Manager and CEO

"Bash Rules" means the rules set out in the document produced by Variety entitled 'Bash Rules'.

"Claim or Demand" means any claim, demand, action, proceeding, judgment, order, award, damage or costs of any nature.

"Crew" means entrants in one vehicle.

"Entrant" is an individual person that has been accepted to participate in the SA Variety Bash and also includes the legal or personal representatives of the person;

"Support Crew" means and includes (but is not limited to) each person travelling with a crew but in a separate 4WD.

"Landowner" means and includes the owner, lessee or occupier of any land and any employee, agent or independent contractor of any such person;

"Officials" individuals designated by Variety to officiate on event

"Team" any more than one crew

"Variety" means and includes Variety – the Children's Charity and each of its officers, members, employees, agents and independent contractors and any volunteer assisting it in connection with the Bash.

"Vehicle" motor vehicle also known as a Bash Car.

#### **EVENT CONTROL**

In the interests of safety, insurance and event management, the requests and directions of the Bash Chairman, Event Management Team, Officials and Mobile Workshops will be observed at all times.

If, in the opinion of the Bash Chairman and/or the Bash Management Team, a Entrant's or crew's behaviour prejudices the interests of other entrants, the Bash or Variety, that Entrant or crew may be asked to withdraw from the event and may not be invited to participate in future Bashes.

The Bash Official Rules may be altered and amended at any time as seen fit by the Bash Chairman and/or the Bash Event Management Team and therefore any decision handed down will be final and no discussion entered into.

Entrants' briefings normally take place during breakfast and after the evening meal each day. **At least one representative from each car must attend.** 

Breaches of these rules may see entrants disciplined up to and including eviction from the event.

#### **OFFICIALS**

The Officials primary focus is to ensure the safety of all participants, external stakeholders and the public. The number of Officials is relevant to meet the demands of the Bash. Officials pay for their own meals, fuel and in many cases supply their own vehicles.

HF Radio Base is to control and record event entrants, officials, workshops and support crews. Each Official Vehicle is fitted with a HF Radio that is monitored throughout the event. Each vehicle is also account for at check points and Radio Base is informed. Should an entrant become misplaced Officials will endeavour to contact Radio Base. If entrants are required to leave the Bash track they must advise an Official who will let Radio Bash know.

Please assist the Officials with their objective by following directions.

## **MOBILE WORKSHOPS (mechanics)**

The mobile workshops play a vital part in the Bash (the ratio is usually 1:10 Bash cars). They are there to assist entrants in the event of a breakdown. Each Mobile Workshop may perform different functions or carry different equipment.

All authorised Mobile Workshops come under the control of the MW 1 who has responsibility for the MW crews and reports directly to the Bash Chairman.

Authorised Mobile Workshop crews provide their own vehicles and commit to fundraise. They also pay their own fuel, Event Participation fee etc.

## **IMPORTANT** (Mobile Workshop assistance)

If you need a Mobile Workshop at any time, then please note the following:

- 1. Before calling on your radio, try to pinpoint your exact location, route KM mark or landmark.
- 2. If possible, try to move your car away from the Bash traffic to allow others to pass safely, particularly on dusty roads where visibility may be poor.
- 3. Try to identify your problem as Mobile Workshops carry different equipment.
- 4. If you are supplied petrol or spare parts, you should pay the Mobile Workshop in 'real cash' unless other arrangements are made.
- 5. If your vehicle cannot be repaired on site, arrangements will be made to deliver your vehicle to a place of repair. The MW's and relevant officials will support the entrants as much as possible however the ultimate responsibility for your vehicle and its repair is with your crew.

#### **FUNDRAISING**

Entrants withdrawing or transferring to the following year:

If a team withdraws from the Bash prior to the event, any fundraising dollars raised will be transferred to the event in the year in which the team returns to the event. Fundraising cannot be transferred to another Variety event.

If the team decides to enter the Bash at a later date, money raised in the previous year/s will be taken into account towards achievement of the minimum amount.

With regards to gaining a gold, silver or bronze door panel, fundraising dollars raised in the previous year will be added to fundraising in the current year to determine eligibility with consultation with the Event Management Team

#### **BASH TEAM STRUCTURE & SUPPORT VEHICLES**

A team comprises two or more vehicles.

The minimum contribution would need to be placed on every entry in that team.

The balance of funds can be placed on a nominated crew within the team. Any crew that has a balance of more than \$60,000 may, at the Bash Management Team discretion have a support vehicle.

A crew who has raised in excess of \$25,000 may make a request to the Bash Chairman to swap their crew members during the week.

All entrants must pay their Event Participation fee regardless if travelling in Bash car or support vehicle.

A team can nominate a crew to the highest fundraising car and it will be those crew members **only** who will receive the highest fundraising award.

#### **BASH ROUTE**

The Bash route is that set by the Bash Chairman and Route Director/s with the approval of the road owners. If these roads are affected by adverse weather conditions the Officials will liaise with local councils, station owners/managers and any other appropriate governing bodies to determine an alternative route. Any Entrant who disregards the Bash Chairman's or Officials instructions to abort the original route will be ejected from the Bash.

We are the guests of property owners and local communities and care must be taken of the property and environment we are travelling through.

Please leave gates as you find them. All gates with a red ribbon affixed must be closed.

## **Property Damage / Gates**

Any collision with stock or damage to gates and fences must be reported immediately to the Bash Chairman or an Official. Arrangements will then be made to repair or compensate the land owner for damage.

YOU WILL NEVER - Tamper with gates, signs (both road, private or Bash signs) or any private property.

#### **ROUTE INSTRUCTIONS**

Entrants will receive route instructions for both the AM and the PM stages of the Bash each day, at the check out point. Route instructions are to be followed. DO NOT FOLLOW THE CAR IN FRONT - THEY MAY BE LOST. Do not deliberately deviate from the Bash route.

The basic abbreviated instructions are as follows:

C - CAUTION CC - EXTRA CAUTION CCC - EXTREME CAUTION (\*Note CAUTIONS are marked with a fluorescent arrow)

TL - TURN LEFT TR - TURN RIGHT SO - STRAIGHT ON

LF - LEFT FORK RF - RIGHT FORK

GA - GATE GR - GRID

#### **ROUTE MARKERS**

The Officials may lay out a number of Route Markers during each day. They are generally used to denote the correct direction to turn (in the case of indistinct signs or a detour required because of changes to road conditions between the last route survey and the Bash). They may also denote a section of the track where caution is required (such as a washaway, a pothole, entry onto main roads, etc).

#### LITTER

Litter is not to be thrown from any Bash vehicle. Carry all litter with you and dispose carefully at next appropriate spot.

Property owners, Councils etc are notified when we are travelling through their properties/areas and continued access to these areas is achieved through our respect of their surroundings. Please fit out your Bash vehicle with rubbish bags and remember to use them.

#### FIREARMS/PROJECTILES/FLARES

Entrants are strictly prohibited from carrying firearms, including gas guns, flares or any other form of projectile, on the Event. The throwing of flour bombs, eggs and any other projectile is banned.

#### **FIREWORKS**

Fireworks are a hazard to the environment and human safety and are therefore banned from the Bash.

Licensed fireworks displays organised or approved by the Event Management Team are the only exception to the above.

#### **BASH VEHICLES**

#### Age of Vehicles

Vehicles must be a minimum age of 25 years or have approval at the Event Management Team's discretion.

#### a) MOBILE WORKSHOP DAY

The purpose of Mobile Workshop Day is to check that:

- all Bash vehicles are registered
- all safety equipment, such as fire extinguishers, first aid kits, seat belts and UHF radios are fitted;
- all vehicles conform to the rules of the event;
- all vehicles have number panels, numbers and the official sponsors' decals affixed and prominently displayed.

Mobile Workshop Day will take place approximately one month prior to the event (generally the on a Sunday morning late June early July), Vehicles that do not attend, unless given dispensation by the Bash Chairman, will not be permitted to start the Bash.

Each year entrants are given a copy of *Form mw2* that lists items, parts etc that should be checked and repaired or replaced by a qualified mechanic prior to the

Mobile Workshop Day. The completed form should be handed to an MW crew member on Mobile Workshop Day.

On Mobile Workshop Day vehicles will be checked for mechanical work recommended, revolving yellow lights, UHF radio etc as per *Form mw1*.

MW Crews carry copies of a Disclaimer Form (mw3). If an emergency repair to an entrant's Bash vehicle is carried out during the event, prior to the entrant rejoining the Bash the MW Crew will:

- complete the Disclaimer form in duplicate
- inform the entrant that neither Variety SA nor the mobile workshop crew involved take any responsibility for the repair:
- get the entrant to sign the Disclaimer; and
- give the original of the Disclaimer to the entrant and keep the duplicate.

All country and interstate vehicles should speak with the Head MW or the Bash Chairman in the lead up to the event and forward a copy of the *mw2* form when completed.

This day is also used to complete the following:

- Collection of Indemnity Form & Medical forms not already filed with the office
- Last minute Crew changes
- Payment of Event Participation Fee
- Collection of and payment for final merchandise orders

#### b) LIGHTS

A rear mounted dust light or rotating amber light is mandatory and should be mounted as close as practical to the highest rear point of the vehicle. However these may only be fitted to vehicles in accordance with State Legislation. In SA permission is given for vehicles to use a 'yellow' flashing light only, for the duration of the event and must be turned off when the vehicle is travelling on bitumen. This permission is sought from the Ministry of Transport, by the Variety office, annually.

Flashing red and blue emergency lights are NOT permitted.

## c) TAMPERING

Entrants must never tamper with other vehicles or property on the event or any signage erected by Officials on the route.

## d) OVERTAKING

No vehicle may overtake other vehicle without permission by UHF radio.

The overtaking vehicle must signal by radio communication their desire to overtake. A driver about to be overtaken must allow the following vehicle to overtake immediately by moving to the side of the road and, if necessary, slowing or stopping. This is as much for safety reasons as for pure politeness.

eg Car 15 this is Car 543, permission to overtake Car 543, this is Car 15, clear to proceed.

Always await their confirmation, no confirmation, no pass.

#### **BASH CAR PREPARATION**

The average distance travelled on an event is around 3,000km, predominantly on dirt roads and tracks. The preparation of your vehicle for these conditions is paramount and requires thought and planning that should be undertaken as soon as possible. This will ensure that not only is the vehicle ready for Mobile Workshop Day, but time remains to run a few kilometres on a 'shakedown' to be sure that all great innovations actually work.

In the event of a mishap, your Bash vehicle may be replaced during the Bash provided suitable arrangements are made to have your original Bash vehicle transported home or to the nearest wrecking yard. The replacement Bash vehicle must then be introduced to the Head MW crew and fitted out with the appropriate decals. Your original allocated Bash vehicle number will not change.

## ALL BASH VEHICLES WILL COMPLY WITH, AND HAVE FITTED, THE FOLLOWING:

**Engine Size**: The engine shall not be of a later model vehicle or of a larger capacity than that permitted for that model vehicle at the time of construction.

**Transmission:** Bash vehicles may have column or floor gear shifts, and have manual or automatic transmission.

**Brakes:** Bash vehicles can have original type brakes fitted or be converted to disc brakes. Due to safety being paramount it is imperative your brakes are in good working condition.

**Suspension:** Bash vehicles should have the original springs modified and heavy duty shock absorbers added to increase ground clearance.

**Tyres:** It is recommended that Bash vehicles have tyres and rims larger than those designed for the original model. All Bash vehicles must take two (2) spare tyres and rims.

**Radiators:** Make sure your radiator has been cleaned out and is suitable for long distances.

**Fuel Tanks:** An extra fuel tank may be fitted provided this tank is vented outside of the passenger and luggage compartments and filled from outside the passenger compartment. Additional fuel may be carried in (AS/NZ 2960:2001 Approved) jerry cans but cannot be stored in the passenger compartment and MUST be tied down. All Bash vehicles will be required to have sufficient fuel for a four hundred and fifty (450) kilometre range on bash tracks. This may equate to 550 kms on bitumen roads.

**Exhausts:** Excessive exhaust noise will not be permitted along with spark arresters.

**Bash Vehicle Modifications**: All Bash vehicles MUST be modified and fitted with the following:

- \* Sump, gearbox and petrol tank protection plates.
- \* Engine securing devices to prevent the engine from being forced back into the passenger compartment or forward into the radiator.
- \* Headlight stone guards.
- \* Laminated windscreen.
- \* Rear high-mounted brake light.
- \* Safety strap to be fitted under front of tailshaft.
- \* Mud flaps must be fitted.

**Cargo Barriers: IT IS COMPULSORY** to have AS approved cargo barriers fitted to all station wagons and vans.

## **Sump Protection Plates:**

The sump guard should cover from the front of the engine to the rear of the gearbox (excluding the extension housing) and should be mounted so it can be easily removed.

**Seat Belts:** All Bash vehicles must have seat belts for ALL passengers. The belts should be either full harness or lap/sash.

**Windscreen Washing Reservoirs:** A larger capacity water reservoir should be fitted to your Bash vehicle. One tried and true substitute reservoir is a 4 litre cordial bottle.

**Radios:** All Bash vehicles must be fitted with an operating UHF radio. This is perhaps the most important piece of equipment on the Bash, and, as such, it must be treated with the respect it deserves. The main purpose for using your UHF is:

- 1. To warn other drivers of your intention to pass.
- 2. To warn other drivers behind you of any impending danger, or oncoming traffic.
- 3. To advise the mobile workshops in the event of a breakdown.

## Please note: In the event of an emergency, you should avoid using your UHF unless you are directly involved.

Finally, we'd appreciate your co-operation in only using the UHF for the reasons above. If the airwaves are clogged through general chatter, then you may hinder the passage of important information, or delay the response to an emergency. It is also important to remember that UHF radios are an open channel through the broader community.

**Tools and Repairs:** All Bash vehicles must carry basic tools including an adjustable spanner, one jack, a tyre repair kit, jumper leads, a portable light and a wet and dry shovel. Full back-up emergency service provided by the mobile workshop crews including towing, welding and mechanical repairs will be available to all entrants.

**Towing:** All Bash vehicles MUST be fitted with front AND rear tow hitches/bar affixed to the chassis of the vehicle that allows for 50 mm towing balls to be attached. Tow balls must be carried and not attached. All Bash vehicles MUST carry a heavy duty snatch strap (8000kg/11,000kg AS Standard). Steel ropes, light duty snatch straps and thin rope will not be permitted as towing devices.

**Spare Parts**: All Bash vehicles must carry during the Bash and have on board at Mobile Workshop:

- \* Five (5) litres of engine oil.
- Spare nuts and bolts (applicable to your vehicle).
- \* Ten (10) litres of water.
- \* First Aid Kit.
- \* Spare fuel and oil filters.
- \* Heavy Duty Snatch Strap (less than 5 years old)

Spare globes for rear high mounted brake light & dust light

- \* Container of brake fluid.
- \* Spare radiator hose.
- \* Spare fan belt.
- \* Fire Extinguisher.
- \* Fencing wire and pliers.

#### **Front Door Panels:**

Front door panels will be provided by the Variety office and all Bash vehicles MUST have those panels fitted to both front doors.

Your car identification number will be allocated in consultation with the Variety office (black or white) and must be affixed to those door panels. Car identification numbers (white only) MUST also be affixed to the top left of the windscreen and top right of the rear window of your Bash vehicle. (Boat registration numbers are ideal for numbering your vehicle.) **Roman numerals are NOT to be used.** 

**Decals**: Official sponsors' decals will be provided by the Variety office and MUST be prominently displayed on each Bash vehicle. Event platinum sponsors decal must be affixed to the top of the front windscreen. Bash '*ya gotta do it*' decals should be affixed to the rear windscreen or in a prominent position at the back of the vehicle.

**Odometers:** As most Bash vehicles will not be travelling with standard tyres odometers should be checked over a measured distance. Route instructions will be given in miles and kilometres. It is essential that each Bash vehicle's odometer is working.

apple 1Phones/iPads, Android Phones/Tablets have many odometer applications available.

#### **BASH LOGO**



The Bash logo which incorporates the Variety logo should be used in all fundraising promotions and on all printing and advertising material (raffle tickets included). Please do not distort or change it. It is imperative that your car number is the predominant feature of the title. For example:

#### **CAR NO 444**

(Raising funds for the SA Variety Bash)

The Variety logo standing on its own <u>must not</u> be used in any documentation made up for the team (such as team letterhead).

#### FUNDRAISING / SPONSORSHIP

There are a few simple rules that entrants should observe when seeking fundraising or sponsorship for their entries.

The Bash is first and foremost a fundraising event. All monies raised by you through sponsorship, functions, raffles, etc must be given to, and officially receipted by Variety.

The cost of preparing your vehicle, your event participation fee and merchandise is your personal responsibility. Make your sponsors aware that their donations will directly assist children who are sick, disadvantaged or have special needs and emphasise that you and your crew meet the cost of preparing the vehicle and other related expenses.

Variety South Australia has a policy regarding any involvement with organisations whose business activities are inappropriate for a children's charity and not in keeping with the corporate image of Variety SA. Please speak to the Bash Chairman or Events Manager prior to committing to a sponsor, or organising an event that may contravene this policy.

#### **BANK ACCOUNTS**

NEVER at any time must the name of Variety, Variety Bash, Bash Car or anything similar appear on a bank account controlled by a entrant. Bash teams or crews should not operate bank accounts for funds raised - all money raised, including sponsorship, must be forwarded directly to Variety for receipting.

If you are unclear about any of the above please contact the Variety office.

In most cases sponsors may send their payments directly to the Variety office attaching the remittance advice provided to you. Sponsors/donors may also transfer funds electronically directly into Variety SA's bank account (details available from the office). They can also donated online through the Variety website. In relation to cheques, mark your entrant number on the back of the cheques and send them to the Variety Office. Sponsors' cheques must be made out to Variety - South Australia. Receipts will then be issued. Entrant statements are emailed to you monthly and list the companies or individuals who have donated to your entry. We suggest you send appropriate thank you letters/notes, to your sponsors.

Receipts will only be issued for donations directed to Variety. Receipts cannot be issued for parts donated, or other donations not received by Variety.

Entrants must ensure that they comply with any legal requirements regarding lotteries, raffles or other games of chance. This information is available at www.cbs.sa.gov.au.

Please note, monies must be paid in to the office by 12 noon on the Friday week prior to the Bash to be eligible for the Fundraising Awards.

However, we are always delighted to accept money for our children in need at any time.

Details of all contributions credited to your Bash Entry are confidential and only available to the Chairman and Event staff. At no time will other entrants have access to this information.

#### **PUBLICITY**

The Variety office prepares and distributes press releases and media information. These are distributed to every metropolitan, suburban, and country media outlet and all media outlets on the Bash route. This information will give overall details of the event. In addition, media outlets are directed to entrants in their local area when an inquiry is received for stories with local interest.

## SOCIAL MEDIA GUIDELINES FOR VARIETY EVENT PARTICIPANTS

#### 1. RATIONALE

These guidelines are designed to provide guidance to Variety event participants when using social media to:

- Add content to personal social media pages regarding Variety events
- Contribute to a blog or website in relation to Variety events

Variety event participants are encouraged to communicate about their involvement in these events, however we strongly urge anyone who participates in online commentary to understand and to follow these simple but important guidelines. The overall goal of these guidelines is to ensure any participation in these activities is conducted in a respectful, relevant way that protects the brand and reputation of Variety SA and does not jeopardise its future fundraising activities.

#### 2. SCOPE

The following guidelines relate to involvement with social media platforms, including but not limited to Facebook, Twitter, Linked In, You Tube, online blogs and MySpace.

#### 3. INSTRUCTION

When using social media platforms in relation to Variety events, you should consider the following:

- 1. Be aware of Variety's Vision, Mission, and Values and ensure any social media interactions are consistent with these values.
- 2. Be transparent. If you are writing about Variety, use your real name, identify any official involvement with Variety, and be clear about your role, where relevant.
  - 3. Never participate in social media when the topic being discussed may be considered a crisis or accident situation. Even anonymous comments may be traced back to your or your IP address.

Refer any social media activity around crisis topics to the Bash Management Team immediately.

- 4. Be responsible for what you write and be authentic. Never represent yourself or Variety in a false or misleading way. All statements must be true and not misleading and all claims must be able to be substantiated.
- 5. Exercise good judgment and post only meaningful and respectful comments. Avoid spam and do not make remarks that may be deemed offensive.
- 6. Use common sense and common courtesy. Publish or report on only those issues and conversations that are relevant to you and always respect the privacy of others.
- 7. Consider your audience. Remember that your readers can come from anywhere, and may include current or future customers or stakeholders of Variety SA.
- 8. When disagreeing with others' opinions, keep it appropriate and polite. If you find yourself in a situation online that looks as if it's becoming antagonistic, attempt to disengage from the dialogue in a polite manner.
- 9. Be smart about protecting yourself and Variety. Remember what you publish is widely accessible and will be around for a long time, so consider the content carefully.

**NOTE:** Mainstream media inquiries must continue to be referred to Variety's Marketing & Communications Manager

## **CODE OF CONDUCT**

By signing the Indemnity & Disclaimer (sample document see page 17), you agree, understand and acknowledge:

Participants are representatives of Variety SA and should conduct themselves in an appropriate non offensive manner.

## Parents/Guardian Consent

Entrants must ensure that parent, carer or guardian consent is obtained before touching a child. Children must be accompanied by their parent/carer/guardian who is over the age of 18 when travelling in or on an Event vehicle.

## Withdrawing Participants

Participants may not be permitted to continue to drive on the Event and maybe requested to leave the Event immediately and without warning if in breach of, but not limited to, the following conditions;

- Actions that compromise the safety of Event and or participants and or members of the general public
- Detection by the Police or Bash Management Team of driving while under the influence of drugs and or alcohol (in excess of the prescribed legal limit). The Bash Management Team and Officials reserve the right to use breath detection or drug testing equipment to test participant drivers at any time during the Event
- Detection by Police or the Bash Management Team of excessive speed, (in accordance with the rules and regulations of the Road Safety Act) and or dangerous driving.
- Assault physical or verbal; including sexual harassment, racial abuse and any conduct that humiliates or degrades fellow participants or any other person.
  Variety SA will not tolerate conduct of this nature, any incidents should be reported to the:
  - Bash Management Team, verbally and in writing
  - Police at the first opportunity, (solely at the discretion of the person reporting the charge)
- Variety SA Event participants are expected to display mutual respect and dignity towards their fellow participants, contractors, volunteers, any member and or staff of Variety SA
- Bringing the name of Variety SA and or Variety Australia into disrepute
- Drunkenness
- Offensive and or lewd behaviour
- Tampering or altering with;
  - Road signs
  - Event caution or directional signs
  - Other vehicles

- Other people's vehicles, property or possessions
- Vandalism
- Refusing to obey reasonable directions from the Bash Management Team or Officials

Any participant ejected from the Event maybe automatically excluded from any future Variety SA motoring Events.

Variety SA will not be responsible for any costs incurred as a result of ejection from the Event.

## Dispute resolution

The Bash Management Team and selected members of the VSA Board will be convened to resolve disputes of any nature. The Chairman and the Committee will hear evidence from all parties involved in the dispute and any witnesses in order to arrive at a decision. The On Event Committee is only formed in disputes of a serious nature. All other disputes are determined at the discretion of the Bash Management Team. The decision may be appealed at a later date.

## Rights to an appeal hearing after the Event

The Participant has the right to an appeal hearing <u>after</u> the completion of the Event via an impartial Tribunal hearing by Variety SA constituting board members of Variety South Australia not attending the Event. The Tribunal will hear all grievances over the incident and then make a decision as to whether the person/s involved will be permitted to attend other and future Events. This clause does not affect the rights of the Bash Management Team or the On Event Committee to withdraw an entrant whilst on the Event.

## **Illicit Drugs**

The use by a Participant of any illicit drugs will result in the person/s concerned being immediately withdraw from the Event. Such persons may not be permitted to participate in any future Variety SA Events.

## Additional conditions of Entry

Further conditions of entry may be drawn up by the Bash Management Team and distributed in writing to all Event Participants wherever practicable, however during the period of the Event, the Bash Management Team may specify further conditions verbally where it is impractical to provide notice of the same in writing to the Participants.

Conditions of entry are subject to change without notice.

## The decision of the Bash Management Team regarding any matter is final.

A breach of the Code of Conduct as defined in this document could damage the integrity of Variety SA and put at risk the future of the Event and the Charity.

## **Entrant CONDITIONS OF ENTRY**

By signing the Indemnity & Disclaimer you agree and acknowledge:

- 1. The Variety office shall select those of the Applicants who are to join the Bash. The criteria for selection will be as determined by the Variety Office. The Variety Office shall not be required to give any reason for the non-selection of the Applicant and no correspondence will be entered into.
- 2. Entrants taking part in the Bash in any way must sign an Indemnity Disclaimer form supplied by the Variety office
- 3. The Entrant indemnifies Variety against any penalty or liability Variety may incur as a consequence or action of the Entrant.
- 4. In addition to the registration fee of \$550 (including GST), Entrants must procure further contributions (including donations) of at least \$9000.00, during the year but no later than one month prior to the Bash.
- 5. At all times entrants must abide by the rules of the road as prescribed by State laws and statutes.
- 6. Entrants must observe all rules and regulations and vehicle specifications issued by the Variety office.
- 7. All entrants must comply with the Bash Code of Conduct.
- 8. All entrants must read, understand and comply with the document entitled "Bash Official Rules" supplied by the Variety Office
- 9. Entrants, crews and teams are to have all public fundraising functions approved by the Variety office.
- 10. Variety SA reserves the right to conduct breath testing of drivers for blood alcohol and drug content. Anyone that refuses or fails to take a test will be immediately removed from the event. Anyone who exceeds the blood alcohol limit prescribed in the conditions of their drivers licence or tests positive for illegal drugs may also be immediately removed from the event.
- 11. Variety SA reserves the right to refuse an Entrant, Crew or Team, if they believe the car theme, decoration or sponsor does not portray the image required to be associated with a children's charity.

## INDEMNITY & DISCLAIMER - SAMPLE ONLY

In consideration of Variety - the Children's Charity permitting the Entrant to take part in the Bash, the Entrant agrees that:

- 1. The Bash is a potentially hazardous to those taking part and the Entrant does so at his/her own risk. The Entrant acknowledges that, Variety the Children's Charity accepts no responsibility for any Claim or Demand.
- 2. A third party property damage insurance policy for the Participant's vehicle includes adequate cover for the Event:
- 3. The Entrant will comply with all laws and legal requirements and with all directions of the Bash Chairman regarding safety including, but not limited to, requiring Entrants to undergo alcohol breath tests. Variety the Children's Charity reserves the right to conduct breath testing of drivers for blood and drug content. Anyone that refuses or fails to take a test will be immediately removed from the event. Anyone who exceeds the blood alcohol limited prescribed in the conditions of their drivers licence or tests positive for illegal drugs may also be immediately removed from the event. The Bash Chairman may also require any Entrant to cease participation in the Bash if it is, in his or her opinion, in the interests of safety.
- 4. This Agreement will not be affected or altered except by Variety the Children's Charity. The Entrant acknowledges that it has not relied on any representations made by or on behalf of Variety the Children's Charity.
- 5. The Entrant indemnifies and holds harmless and will keep indemnified and held harmless
  - (a) Variety the Children's Charity, from all Claims and Demands, whether known or unknown, by any person against Variety the Children's Charity arising from or related to, either directly or indirectly, the Bash or the carrying out of the Bash;
  - (b) each Landowner from all Claims and Demands, whether known or unknown, by any person against the Landowner arising from or related to, either directly or indirectly, the Bash or the carrying out of the Bash.
  - (c) each of the Support Crew, from all Claims and Demands, whether known or unknown, by any person claiming through or under the Entrant against members of the Support Crew arising from or related to, either directly or indirectly, the Bash or the carrying out of the Bash.
- 6. The Entrant will not advance, institute, prosecute, cause, procure, finance or support directly or indirectly the advancement, institution or prosecution of any proceeding of whatsoever nature, including (without limitation) any examination, inquiry or investigation, against Variety the Children's Charity or any Landowner jointly or severally which relates to or touches upon the Bash or the carrying out of the Bash.
- 7. To the extent permitted by law, the Entrant releases and forever discharges Variety the Children's Charity and each Landowner from all Claims or Demands, whether known or unknown arising out of or relating to the Bash or the carrying out of the Bash.
- 8. This Agreement is governed by and construed in accordance with all State laws and statutes.
- 9. The Entrant must comply with the Bash Rules and by signing this form they agree they have read and understand the document entitled "Bash Official Rules" provided by the Variety office. The Bash Chairman may require the Entrant to cease participation in the Bash if the Entrant fails to comply with any of the Bash Official Rules.
- 10. Further Bash Official Rules may be drawn up by the organiser and will be recorded in a regular Newsletter issued from the Variety office and the Entrant must comply with these further conditions.
- 11. The decision of the Bash Chairman and/or Event Management team regarding any matter is final.
- 12. Definitions

#### In this Agreement:

- "Bash" means name of SA Variety Bash
- "Bash Chairman" means that person nominated by Variety the Children's Charity to be in charge of the Event.
- "Bash Official Rules" means the rules set out in the document produced by Variety the Children's Charity
- "Claim or Demand" means any claim, demand, action, proceeding, judgment, order, award, damage or costs of any nature.
- "Entrant" is an individual person that has been accepted to participate in the SA Variety Bash and also includes the legal or personal representatives of the person:
- "Support Crew" means and includes (but is not limited to) each person travelling with a crew but in a separate 4WD or Bash Car and each person assisting that crew in any way including (but not limited to) a mechanic, a member of a mobile workshop crew or supply crew or any person acting in that capacity and their legal or personal representatives;
- "Landowner" means and includes the owner, lessee or occupier of any land and any employee, agent or independent contractor of any such person.
- "Variety" means and includes Variety the Children's Charity and each of its officers, member, employees, agents and independent contractors and any volunteer assisting it in connection with the Bash.