## Terms and Conditions of Participation for the Audi driving experience Program ("the Program").

- 1. The organiser is Volkswagen Group Australia Pty Ltd (ACN 093 117 876) trading as Audi Australia of 895 South Dowling Street, Zetland, NSW 2017 ("the Organiser").
- 2. The Program is available to the public. Each participant in the Program ("Participant") must use the online registration form to register in a Program session ("the Event").
- 3. The cost of participation is outlined on this website and is charged per Participant per Event ("the Fee").
- 4. Each Participant in the Program ("the Participant") must be the holder of a current full Australian drivers permit at the time of the participation in the Program, allowing the Participant to legally drive a vehicle on a public road in the relevant State or Territory of the country in which the Event will be held.
- a. The Participant must provide evidence of this to the Organiser on location prior to participation in the Program or earlier on demand from the Organiser.
- b. Learner or probationary drivers are not permitted to take part in the Program.
- c. The participant must be over 18 years of age to participate in any program within Australia, 23 years of age for any overseas program.
- 5. Each Participant must complete the Organiser's Release of Liability and Indemnity Form prior to participation in the Program, agreeing to conditions including (but not limited to):
- a. participation in the Program is at the Participant's own risk and the Organiser, its servants, agents and contractors and all persons and companies which sponsor it will be released from liability for injury to or death of the Participant;
- b. to follow the rules, conditions, directions and signs given or shown to Participants during the Program;
- c. not to operate, drive or be in charge of any vehicle during the Program whilst under the influence of any intoxicating liquor or any other drug;
- d. that the Participant is the holder of a valid and current full drivers licence; and
- e. to drive safely and not unnecessarily put themselves, any other person or property at risk of damage, death or injury.
- 6. A copy of the Indemnity Form may be obtained by downloading it from this website or contacting: <a href="mailto:admin@audidrivingexperience.com.au">admin@audidrivingexperience.com.au</a>
- 7. Registration must be made by an individual using the online registration form. The individual must select the Event that the individual wishes to attend, fully and properly complete the registration form and pay in full for the Event within seven (7) days of registration. Tickets will not be allocated unless and until full payment has been received.

Where a Participant fails to pay the ticket purchase price within seven (7) days the Organiser reserves the right to cancel the reservation and reallocate the ticket.

- 8. Events are subject to maximum and minimum numbers of participants. Where ticket allocations for an Event have been exhausted an individual will not be able to purchase a ticket. Where minimum numbers are not met, the Organiser reserves the right to cancel the Event, or combine the Event with another session on the same date, or to hold the Event on another date. The Organiser will provide a refund where it cancels the Event, or where a Participant is unable to attend the re-scheduled date but otherwise will have no liability to any participant for failure to hold an Event, or for re-scheduling any Event.
- 9. The Fee must be paid prior to participation in the Program.
- 10. If a Participant intends to cancel his or her scheduled attendance at the Program then he or she must inform the Organiser in writing to admin@audidrivingexperience.com.au. If: a. written notice is received by the Organiser at least 1 month prior to the commencement of the Event for which that person has a ticket, the Organiser will provide the Participant with a full refund of the ticket price; b. written notice is received by the Organiser 1 month or less prior to the commencement of the Event which that person has a ticket, or fails to attend the Event for which that Participant has a ticket, no refund will be given. Refunds will not be given to the Audi ice driving experience, Audi ice pro driving experience and the Audi R8 Spyder and RS e-tron GT Alps Tour bookings as they are international programs and require 100% commitment.
- 11. The Organiser may, at its discretion, allow the Participant to reschedule a registration. The rescheduled date must be within 12 months of the original booking date. Clause 12 is no longer applicable when a course has been rescheduled by the Participant.
- 12. The Organiser may, at its discretion, allow the transfer of a registration to another individual. The individual must meet the restrictions for participation in the Program listed at clauses 4.
- 13. The Organiser, in its absolute discretion, reserves the right to verify the details of any Participant and refuse registration of any Participant whose registration is not in accordance with these Terms and Conditions.
- 14. The Organiser will arrange suitable catering of the Organiser's choice for a Participant. Written notice of any special dietary requirements must be provided by the Participant at least 7 days prior to the Event. We like to welcome non-participating guests, but regret that we cannot do so on this occasion. Our numbers must be restricted to participating drivers, our instructors and staff. The experience will comply with all government-ordained health precautions, which currently require us to add or change operating terms or conditions. As you would expect of Audi, these measures exceed those required by law where we consider it necessary to apply additional caution.
- 15. The Organiser reserves the right to cancel any Event or the Program at its sole election and refund the Fee (if paid), however the Organiser will not in any other way be liable to any party in respect of the cancellation of the Event or the Program. If the Event is cancelled by

the Organiser as a result of COVID-19 or any related government restrictions or health advice, the Organiser will allow the Participants of that Event to reschedule a registration and attend an Event on an alternative date, subject to availability.

- 16. All care has been taken to ensure all information on this website related to the Program is accurate but it is hosted by a third party, and to the maximum extent permitted by law the Organiser takes no responsibility and accepts no liability whatsoever for any incorrect or inaccurate information or any difficulty experienced by any person attempting to register for the Program.
- 17. The Participant must have successfully completed the required pre-requisites for each course, where applicable. Audi Dynamic Driving Experience must be successfully completed prior to commencing Audi Performance Driving Experience.
- 18. The Organiser, in its absolute discretion, reserves the right to terminate a Participant's participation in the Program or any Event at any point prior to the commencement of or during the Program/Event if the Participant is considered to be acting in a manner which may endanger the safety of any persons or property.
- 19. The Participant consents to the filming and recording of his/her involvement in the Event. By doing so it is also agreed by the Participant that: (1) the resulting footage/recording can be used by the Organiser for such of its promotional purposes as it desires and in such advertising mediums as it may use from time to time; and (2) the intellectual property rights of the resulting footage/recording are the Organiser's sole property.