

Mercedes-Benz Driving Events

First Gear Terms & Conditions

Terms and Conditions of Participation for the Mercedes-Benz First Gear Program ("the Program"), a component of Mercedes-Benz Driving Events.

1. The organiser is Mercedes-Benz Australia/Pacific Pty Ltd of 44 Lexia Place, Mulgrave ("the Organiser").
2. The Program is available to Mercedes-Benz owners and non-owners. 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 \$350.00 including GST, per Participant per Event ("the Fee").
4. Each Participant in the Program ("the Participant") must be the holder of a current probationary or full drivers licence (that is not suspended), allowing the Participant to legally drive a vehicle on a public road in the State or Territory in which the Event will be held. 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. Learner Drivers are not permitted to take part in the Program.
5. Participants must be between 17 and 24 years of age inclusive and hold a current probationary or full drivers license at the time of attendance.
6. The purchase of any ticket and participation in the Program is subject to and conditional upon the Participant providing to the Organiser a properly signed and witnessed Deed of Release in the form provided by the Organiser prior to taking part in the Program. Each Participant must complete the Organiser's Deed of Release on the day of the Event 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 will be released from all liability to the extent permitted by law, including for injury to or death of the Participant to the extent permitted by the *Competition and Consumer Act 2010* (Cth);
 - 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 probationary or full Australian drivers licence; and
 - e. driving safely and not unnecessarily putting themselves, any other person or property at risk of damage, death or injury.
7. A copy of the Deed of Release may be obtained by contacting: mbevents_au@daimler.com.
8. Registration must be made by an individual using the online registration form available. 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 (either online at time of registration or, if an individual elects to receive an invoice via email, within seven (7) days of MBAuP (or its contractor) sending that party an invoice. 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 of MBAuP sending the invoice (as applicable), MBAuP reserves the right to cancel the invoice and reallocate the ticket.

9. 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.
10. The Fee must be paid prior to participation in the Program.
11. If a Participant intends to cancel his or her scheduled attendance at the Program then he or she must inform MBAuP in writing. If:
 - a. written notice is received by MBAuP at least 1 month prior to the commencement of the Event for which that person has a ticket, MBAuP will provide the Participant with a full refund of the ticket price;
 - b. written notice is received by MBAuP between 1 month and 14 days prior to the commencement of the Event for which that person has a ticket, MBAuP will provide the Participant with a 50% refund of the ticket price; and
 - c. written notice is either not provided by a Participant or he or she cancels within 14 days of the commencement of the Event for which that person has a ticket, or fails to attend the Event for which that Participant has a ticket, no refund will be given.
12. The Organiser may, in its absolute discretion, permit the transfer of a registration to another individual. The individual must meet the restrictions for participation in the Program listed at clauses 4 and 5.
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 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 Program.
15. All care has been taken to ensure all information on this website related to the Program is accurate, however it is hosted by a third party, and the Organiser takes no responsibility for any incorrect or inaccurate information or any difficulty experienced by any person attempting to register for the Program.
16. The Organiser, in its absolute discretion, reserves the right to terminate a Participant's participation in the Program at any point prior to the commencement of or during the Program if the Participant is considered to be acting in a manner which may endanger the safety of any persons or property.
17. By attending the Event, the Participant agrees to participate in and co-operate as required with all reasonable media editorial requests relating to the Event including, but not limited to, being interviewed, photographed and/or filmed throughout the duration of the Event. Each Participant attending the Event agrees and permits their image and/or voice, as recorded, photographed or filmed during the Participant's participation in the Event, to appear in connection with MBAuP's (and/or one or more of its 'related bodies corporate' including Daimler AG) advertising, promotion or marketing thereof, in any media whatsoever throughout the world and the Participant will not be entitled to any fee or compensation for such use.

18. Vehicles are covered by comprehensive motor vehicle insurance, and are subject to an excess in respect of any loss or damage. Where the Participant causes loss or damage to a Vehicle, the Participant may, at MBAuP's sole and unfettered discretion, be required to pay to MBAuP the amount of any applicable insurance excesses upon request (or an amount up to the amount of the insurance excesses, where the cost of repair is less than the applicable excesses). Current information regarding applicable insurance excesses can be obtained by emailing mbevents_au@daimler.com.
19. Participants must be in good physical condition and physically able to participate in the Program. By purchasing a ticket, the Participant promises to the Organiser that the Participant does not have, and has no reason to suspect the Participant may have, an existing medical condition or medical complaint that may in any degree affect the use of the track, facilities, equipment, or the health and safety of the Participant or any other person at taking part in the Program or at the track.
20. The Organiser collects personal information from Participants in order to conduct the Events and for marketing and promotional purposes, and may, for these purposes, disclose such information to third parties, including without limitation to agents, contractors, service providers, and related companies, and, as required, to Australian and New Zealand regulatory authorities.

21. WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012

Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to you-

- a. are rendered with due care and skill; and
- b. are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
- c. might reasonably be expected to achieve any result you have made known to the supplier.

Under section 22 of the **Australian Consumer Law and Fair Trading Act 2012**, the supplier is entitled to ask you to agree that these statutory guarantees do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the **Australian Consumer Law and Fair Trading Act 2012** if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.

NOTE: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. **Gross negligence**, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the Australian Consumer Law and Fair Trading Regulations 2012 and section 22(3)(b) of the **Australian Consumer Law and Fair Trading Act 2012**.

22. If a provision in this Agreement is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable. If it is not possible to read down a provision as required in this clause that provision is to be severed to the extent necessary without affecting the validity or enforceability of the remaining part of that provision or the other provisions in this Agreement, and the rest of this Agreement remains in full force and effect.
23. The laws of the State of Victoria, Australia govern these terms and conditions, and the parties submit to the non-exclusive jurisdiction of that state.