



TERMS & CONDITIONS / ENTRY REQUIREMENTS

Please read the Terms and Conditions below, and then complete the Charity Rally application form with personal details, vehicle description, and why you wish to participate in the Charity Rally.

Terms and Conditions of Entry

- Date: November 15, 2008
- Route: Begins at Key Biscayne Crandon Park, makes 3 mystery stops, and ends at Islamorada in Florida Keys.
- Participant Vehicles:
The 2008 Charity Rally is open to all makes, models, and years of vehicle, however the majority of the vehicles will be “luxury, sports, and exotic”. We cannot guarantee availability but the more amazing or eccentric your car, the better the chance!
- Safety:
The 2008 Charity Rally (the “Event”) is **NOT a race**. You must **NOT** compete in any manner with other participants. You must **NOT** place any bets of any kind in relation to the Event. You must drive safely and with proper courtesy to all other participants and members of the public. In particular you must **NOT** drive recklessly. The organizer encourages you to drive safely with due respect to the other participants, event staff, and **especially members of the public**. You must **NOT** drive if your ability to do so safely and properly is in any way compromised by illness, lack of adequate rest, medically intoxicated, under the influence of illegal substances or any other condition that will put you and your surrounding Charity rally participants, general public, pedestrians, etc. at any risk.

You must comply with all applicable laws and regulations of the City, County, State, and Country in which you are in, **especially all speed regulations, laws of the road, laws relating to the safety of your vehicle and laws relating to the possession or use of alcohol, drugs or other prohibited substances. If you consistently of flaringly breach speed regulations and laws of the road the organizer reserves the right to prohibit you from participating further in the event.**

- Participants Age:
You must be 21 years of age or older.
- Responsibility:
The organizer accepts no responsibility for the consequences of you being cited, charged, prosecuted, thrown out, due to improper behavior at any location, stop, facility, establishment, public road, that the Event takes place in.

- **Insurance Coverage:**
You shall obtain and maintain appropriate insurance covering your participation in the Event and shall provide proof of such insurance in a form satisfactory to the Organizer should they require. Appropriate insurance includes, without limitation, third party liability, liability cover for yourself, medical, damage to property, and life insurance along with coverage of your vehicle's participation in the Event.
- **Vehicle:**
You must have legal and valid vehicle registration with name of participant matching participating vehicle.
- **Participant:**
You must hold a current, valid and unrestricted driver's license. You must also be willing to inform any information that the Organizer requests from you in relation to your own personal details and those of your vehicle is accurate and complete in all material respects.
- **Conduct:**
You must conduct yourself appropriately at all times bearing in mind the rules of the venues used during the Event.
- **Personal Acquisitions:**
The entry fee does **NOT** include personal acquisitions, petrol (gas), telephone bills, or any other expenses and disbursements not on the list of event benefits incurred while at the venues including but not limited to fines of any sort, or damage caused at any venue.
- **Intoxicating Substances:**
You must NOT consume alcohol while driving. You must NOT drive under the influence of alcohol or any other intoxicating substance at any time. You must not consume any illegal or intoxicating substances at any time during the Event. If the Organizer or event staff finds you under the influence of alcohol while driving or attempting to drive or under the influence of any illegal or intoxicating substances the organizer reserves the right to prohibit you from participating further in the Event.
- **Indemnify:**
You will indemnify the Organizer, its directors, officers, employees, and consultants against any and all claims, lawsuits, and causes of action whatsoever or howsoever arising and brought against them by any third party as a result of your action or participation in the Event, including without limitation, your violation of any laws or regulations or your breach of these Terms and Conditions of Entry.
- **Force Majeure:**
The Organizer is not responsible if it cannot fulfill their obligations resulting from contracts in cases of fire, earthquake, epidemic diseases, cyclone (hurricane), flood, aridity, strike, lightning, revolution, terrorist activities and similar troubles, confiscation and expropriation, and in other cases defined as Force majeure by the laws and regulations. However, the Organizer shall pay back 50% of the entry fee if for any reason a case of force majeure should happen. The Organizer cannot be held responsible against the Customer if it is not possible for the Organizer to fulfill any one of its obligations or if a delay occurs in fulfilling its obligations due to any reason or situation beyond its will power and control, including but not limited with cases of over-reservation due to the general instructions of any relevant official institution, municipality, or another office, the provisions of the laws, regulations, and statute, the instructions which will be given by the authorized officials, extraordinary situations, Force Majeure.
- **Logo:**
You agree to have the "Charity Rally logo" and official event sponsors' stickers attached to your vehicle (and any support vehicle the Organizer so requires) during the entire event. You are not entitled to deface, cover-up, or otherwise obscure such stickers and shall endeavor to keep them clean and visible at all times. Stickers are non-permanent and easily removable without damaging vehicle finishes. The Organizer will therefore not be responsible for claims for damage to vehicle finishes as a result of the application or removal of such stickers.

- Personal Sponsorship:**
 Personal sponsorship for your vehicle, your support vehicle, or your clothing is only permitted if you obtain the Organizer's prior written consent. Subject to obtaining the Organizer's prior written consent as to the identity of your personal sponsor(s) (up to a maximum of two sponsors), you will be entitled to place your own sponsor's/sponsor's names, marks and/or logos in two designated positions only on both your vehicle, your support vehicle and/or your clothing providing that your sponsors do not compete or conflict with the Event's official sponsors. The organizer shall be entitled to determine the size and location of your sponsor's/sponsor's names, marks and/or logos on your vehicle, support vehicle and/or clothing. If you wish to place your own sponsor's/sponsor's names, marks and/or logos on your vehicle, support vehicle and/or clothing, you should submit a written request (to the Organizer) for permission to do so at least 30 days prior to the commencement of the Event. You shall only be entitled to place your sponsor's/sponsor's names, marks and/or logos on your vehicle, your support vehicle and/or clothing in the sizes and locations agreed with the organizer provided that your sponsor/sponsors does not/do not compete or conflict with the Event's official sponsors. The Organizer reserves the right to refuse unauthorized sponsored vehicles or individuals entry to the Event. Logos must be supplied in vector EPS format to the Event's official sticker supplier for manufacture. Stickers manufactured elsewhere will not be accepted.
- Unauthorized Sponsorship:**
 If you arrive at or attempt to participate in the Event with your vehicle, support vehicle and/or clothing displaying the branding of a sponsor that has not been authorized by the Organizer, you will be required to remove such branding from your vehicle, support vehicle and/or clothing, failing which you shall be refused access to and participation in the Event (and you shall not be entitled to a refund of your entry fee).
- Refunds:**
NO refunds of the entry fee will be made under any circumstances (including, without limitation, if at any point after you have entered the Event (i.e. after paying and sum towards taking part in the Event) you are unable to participate for any reason). If however, 1 month prior to the event start you are unable to participate, a full refund will be given minus a \$75 administration charge.
- Refunds During Event:**
 After the commencement of the Event, the organizer will NOT make any refund of the entry fee or pay compensation to you if you are unable to continue in the Event for any reason whatsoever. Although all vehicles have sufficient time to arrive at each destination, the route of the event is demanding. If you do not manage to complete any part of the route and are unable to stay at the provided venues you will NOT be entitled to any refund of the entry fee whatsoever. Upon entering the Event, venues are hired and "dropping out" does not entitle you to any compensation.
- Violation of Terms:**
 if you violate any of the above terms and conditions or refuse to follow the instructions given to you during the Event by the Organizer, you may be prohibited from further participation in the Event.
- Refusal:**
 the organizer reserves the right to refuse participation in or cancel the Event at any time for any reason whatsoever (without being obliged to disclose the reason). In case of cancellation of the Event or the refusal to allow you to participate, no refunds of the entry fee will be made.
- Image Rights:**
 By participating in the Event you consent to be photographed and to be included in the filming of footage documenting the Event. You hereby waive any and all rights of publicity or privacy and grant the Organizer full and complete permission to utilize and exploit your appearance in the Event in any and all manner and media throughout the world in perpetuity. You further agree that the Organizer has the sole discretion to use or refuse to use any photographs or footage in which you appear, and that if the Organizer does use such photographs or footage, it may be edited at the Organizer's sole discretion. You consent to the use of your name, image, likeness, voice and biographical material about you in connection with any and all footage, publicity and related

promotional material and for any and all publicity and promotional purposes. You expressly release the Organizer, its directors, officers, agents, employees, consultants, licensees and assigns from and against any and all claims which you have or may have for invasion of privacy, defamation or any other cause of action arising out of the production, distribution, broadcast or exhibition of photographs, footage or any promotional materials.

- **Personal filming:**
You are only entitled to take photographs and film footage of your participation in the Event for non-commercial purposes (that is for personal and private use only). Specifically, you are not entitled to reproduce or use photographs or footage of the Event on any website, in any printed media, or matter of in any television program without first obtaining the prior written consent of the organizer. You hereby agree to assign (by the way of present assignment of future copyright) all your right, title, and interest in the worldwide copyright and all intellectual property rights in such photographs or footage in perpetuity together with exclusive worldwide rights of exploitation thereof to the organizer and deliver to the organizer within 30 days of the end of the Event, at no cost to the organizer, a tape in Digibeta (PAL) or in DV (PAL) format of all footage originated by you at the event and copies of all photographs taken at the event.
- **Charity Rally Logo**
You shall not be entitled to use the "Charity Rally logo" for any purpose whatsoever (other than placing the sticker of it on your vehicle) without obtaining the prior written consent of the Organizer. In particular, you shall not be entitled to use the "Charity Rally logo" on any website or in printed materials without obtaining the Organizer's prior written consent.
- **Media Appearances:**
You shall not be entitled to arrange or conduct any media appearances relating to your participation in the Event without obtaining the prior written consent of the Organizer.
- **Change of Terms:**
The Organizer reserves the right to change these terms and conditions from time to time subject to notifying you of the changes. You shall be deemed to have accepted the amended terms and conditions by participating in the Event.
- **United States of America Law:**
U.S. law in the Event governs these terms and conditions and your participation, and you submit to the jurisdiction of the Courts of the United States of America.

Please note that by completing the entry form and accepting these terms and conditions you are concluding a legally binding agreement with us to participate in the Event on these terms and conditions.

I understand that while the Organizer will endeavor to keep my personal information secure, it does not accept any responsibility should loss or theft of this information occur. I consent to my personal details being passed on to other third parties that the Organizer thinks appropriate.

WAIVER – RELEASE AND WAIVER OF LIABILITY

A. Risks Associated with Participation

I acknowledge and realize that participation in an event such as the Charity Rally (the "Event") is potentially dangerous and that there are numerous risks associated with my participation. Such risks and dangers include, but are not limited to, traffic accidents, collisions with pedestrians, vehicles, other drivers, and/or fixed or moving objects, and the negligence of other drivers. Further, I fully understand and realize that my participation in the Event may result in serious bodily injury and/or death to myself, or others. I further realize and understand that the route of the Event will require driving on public roadways upon which the hazards of traveling are to be expected. Further, I realize that participation in the Event will require strenuous physical exertion as participants will be required to drive for very long periods of time, including the risk of driving through inclement weather.

B. Assumption of the Risks

With full knowledge and understanding of the risks associated with my participation in the Event, I enter the Event voluntarily and fully accept and assume every such risk for loss, damage, or injury (including death).

C. Compliance with Terms and Conditions of Entry

I agree to comply with all the Event's terms and conditions of entry. I acknowledge and understand that the Organizer of the Event will use reasonable efforts to ensure that all other participants abide by the terms and conditions of entry, but cannot guarantee that the participants will abide by these terms and conditions.

D. Release of Liability

In consideration for being permitted to participate in the Event, I hereby waive, release, and forever discharge, for myself, my heirs, executors, administrators and legal representatives, any and all rights and/or claims which I have, may have, or may hereafter accrue to me against the Organizer, its officers, directors, employees, consultants, agents and event sponsors for any and all damages, injuries (including death), and/or claims which may be sustained by me or my vehicle directly or indirectly arising out of my participation in the Event (including the application of emergency or medical services at the Event) even if the damages, injuries (including death), and/or claims are caused by the negligence of those persons listed above or otherwise nothing in these Terms and Conditions shall be construed as excluding or limiting the Organizer's liability for personal injury or death arising from its negligence or the negligence of persons under its control. Further, I covenant not to sue the Organizer, its officers, directors, employees, consultants, agents and Event sponsors for any and all damages, injuries (including death), and/or claims which may be sustained by me directly or indirectly arising out of my participation in the Event. This release and discharge includes, but is not limited to, claims for personal injury, death, property damage, economic loss, breach of contract, lost wages, contribution indemnity, indemnity, punitive damages, negligence, or any other legally recognizable claim arising out of my participation in the Event (including all legal costs associated with such claims).

E. Indemnity

I hereby agree to release, defend, indemnify, and hold harmless the Organizer, its officers, directors, employees, consultants, agents, Event sponsors and licensees and assigns from and against any and all claims, demands, damages, suits, liabilities or actions arising directly or indirectly out of my actions or otherwise from my participation in the Event whether made or claimed during or after the Event, including all associated costs and expenses and any amounts which the Organizer may pay as a settlement or compromise of any such claims or liabilities.