



2025 SHANNONS SPEEDSERIES ACCREDITATION TERMS & CONDITIONS

1. Introduction

1.1. These accreditation terms and conditions apply to all events organised, promoted, or sanctioned by SpeedSeries Events Pty Ltd (Promoter) and its affiliated entities (Entities), including the Motorsport Australia, SRO Motorsports Australia, SRO Motorsport Group, and any other event for which the SpeedSeries Events Pty Ltd has issued you an accreditation pass (Event).

1.2. By accepting and using an accreditation pass ("Pass") issued by the Promoter, the accredited person ("You") agree to comply with these terms and conditions, Motorsport Australia's National Competition Rules, and all applicable supplementary regulations.

1.3. These terms form a binding agreement between You and the Event Organiser operating under Motorsport Australia's sanction.

2. Accreditation Categories and Access

2.1. The Promoter offers various types of accreditations including but not limited to:

- Media
- Officials
- Team Personnel
- Competitors
- Event Partners/Sponsors
- Suppliers

2.2. Each accreditation category provides specific access rights to designated areas as determined by the Promoter.

2.3. Access to restricted areas is strictly controlled and You must not enter any area for which Your Pass does not expressly grant authorisation.

2.4. Passes remain the property of the Promoter at all times and must be surrendered upon request.

3. Application and Eligibility

3.1. All applicants must:

- Provide complete and accurate information when applying;
- Meet the specific eligibility criteria for their accreditation category;
- Sign all required waivers and acknowledgments of risk;
- Hold valid Motorsport Australia licenses/credentials where required for specific roles.

3.2. Media applicants must provide evidence of assignment, appropriate insurance coverage, and previous motorsport work where requested.

3.3. The Promoter may impose additional eligibility requirements.

3.4. Accreditation approval is at the sole discretion of the Promoter.

4. Safety Requirements and Compliance

4.1. You must:

- Attend all required safety briefings specific to Your accreditation category;
- Comply with all safety instructions, flags, and signals in accordance with Motorsport Australia regulations;
- Wear appropriate safety attire as required for specific areas (including high-visibility clothing, closed footwear, additional PPE where specified and any identification markers such as wristbands); and
- Remain behind all safety barriers unless specifically authorised and qualified to be in restricted areas.

4.2. Media Personnel must:

- Only use designated media points as identified in official documentation;
- Never use flash photography in the vicinity of competition vehicles;
- Maintain a safe distance from the track as specified in media guidelines; and
- Hold appropriate SpeedSeries media accreditation where required.

4.3. Failure to comply with safety requirements will result in immediate removal from the venue and accreditation revocation.

5. Conduct and Compliance

5.1. You must conduct Yourself in a professional manner at all times and comply with:

- All applicable laws and regulations;
- Anti-doping and alcohol policies in accordance with Motorsport Australia regulations;
- Environmental protection policies;
- all ticketing and conditions of entry applicable to an Event;

- abide by all directions given to you by the Promoter and/or Event staff; and
- if requested by the Promoter and/or Event staff attend any safety induction

5.2. You must not:

- Interfere with the conduct of the Event or competitors
- Make public statements detrimental to Motorsport Australia, the Promoter, or the sport
- Engage in discriminatory, offensive, or threatening behavior
- Be under the influence of alcohol or prohibited substances while carrying out duties
- carry out any activities at an Event(s) for a commercial purpose (whether directly or indirectly);
- carry or wear any political, promotional, advertising or other commercial material of whatever nature, which is visible at an Event(s);
- make any sound recordings, take any photographic images, or record any vision at an Event(s) for a commercial purpose; or
- disclose, broadcast, publish, reproduce or otherwise disclose official timing, results or other data relating an Event(s).

6. Media Rights and Intellectual Property

6.1. Accredited media must:

- Comply with the Promoter and the Entities Media Accreditation Policy:
- Only publish or distribute content for the outlet specified in the accreditation application;
- Respect all copyright and intellectual property rights of the Event Organiser, Motorsport Australia, and sponsors.

6.2. Unless specifically authorised in writing:

- No live streaming or broadcasting is permitted;
- No commercial photography or filming is allowed; and
- No commercial use of images or footage is permitted without appropriate licensing.

6.3. Drone operation is strictly prohibited without:

- Prior written authorisation from the Event Organiser:
- Compliance with Motorsport Australia's drone policy:
- Specific insurance coverage.

7. Risk Acknowledgment and Liability

7.1. You acknowledge that motorsport is dangerous and attendance at the Event carries inherent risks including the risk of serious injury or death.

7.2. To the maximum extent permitted by law, You:

- Attend the Event at Your own risk;
- Release and indemnify Motorsport Australia, the Promoter, the venue operators, sponsors, and their respective representatives from any liability; and
- Waive any right to make claims for injuries, loss, or damage except where caused by reckless conduct.

7.3. This release and waiver aligns with Motorsport Australia's standard risk warnings and is a condition of entry to the Event.

7.4. Your accreditation does not include personal accident insurance; You are advised to arrange Your own appropriate insurance coverage.

8. Insurance Compliance

8.1. Your activities must comply with the terms of Motorsport Australia's insurance policies at all times.

8.2. Commercial contractors and service providers must provide evidence of their own public liability insurance with coverage of no less than AUD \$20 million per occurrence.

8.3. You must immediately report any incident or potential claim to the Event Organiser and cooperate with any insurance investigation.

9. Data Protection and Privacy

9.1. Your personal information will be handled in accordance with Motorsport Australia's Privacy Policy and Australian privacy laws.

9.2. By accepting accreditation, You consent to:

- Your details being shared with the Promoter;
- Security checks and verification processes; and
- Being recorded on CCTV and by official photographers/videographers with the footage used for marketing purposes.

9.3. The Promoter may share Your contact details with emergency services in case of an incident.

10. Revocation and Enforcement

10.1. Your accreditation may be immediately revoked without refund or compensation if:

- You breach these terms and conditions;
- You breach Motorsport Australia's regulations or policies;
- You engage in unsafe behavior;
- You access unauthorised areas;
- You fail to follow the Promoter, the Event staff and/or the officials' instructions.

10.2. The Promoter reserve the right to:

- Deny future accreditation applications;
- Report breaches to relevant authorities; and
- Take legal action for serious breaches.

11. Dispute Resolution and Governing Law

11.1. Any disputes arising from these terms will be resolved:

- First through discussion with the Promoter;
- Then through Motorsport Australia's dispute resolution process if necessary;
- Finally through the courts of the relevant Australian state or territory.

11.2. These terms are governed by the laws of the state or territory in which the Event takes place.

11.3. If any provision is found to be invalid or unenforceable, the remaining provisions remain in effect.

12. Acceptance

12.1. By accepting and using the Pass, You confirm that You have read, understood, and agree to be bound by these terms and conditions.

12.2. You acknowledge that these terms may be updated from time to time and it is Your responsibility to remain informed of any changes.

Annexure 1

Release, Waiver, Assumption of Risk and Indemnity

This is an important document which affects your legal rights. Reading the document in its entirety and obtaining legal advice is recommended.

RISK WARNING AND ASSUMPTION OF RISK

Motorsport Activities are inherently dangerous recreational activities and there is significant risk of injury, disability or death.

If you do not wish to be exposed to such risks, then you should not participate in the Motorsport Activities.

You acknowledge that the risks associated with attending or participating in Motorsport Activities include but are NOT LIMITED to the risk that You may suffer harm as a result of:

- motor vehicles (or parts of them) colliding with other motor vehicles or persons or property;
- other participants acting dangerously or with lack of skills;
- high levels of noise exposure;
- acts of violence and other harmful acts (whether intentional or inadvertent) committed by persons attending or participating in the event; and
- the failure or unsuitability of facilities (including grand-stands, fences and guard rails) to ensure Your safety.

EXCLUSION OF LIABILITY, RELEASE & INDEMNITY

In exchange for being able to attend or participate in the Motorsport Activities, You agree:

1. to release Motorsport Australia and the Entities to the extent that any or all of them are providing Recreational Services from all liability for:
 - (a) your death;
 - (b) any physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
 - (c) the contraction, aggravation or acceleration of a disease;
 - (d) the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs:

- (i) that is or may be harmful or disadvantageous to You or the community; or
- (ii) that may result in harm or disadvantage to You or the community,

howsoever arising from Your participation in or attendance at the Motorsport Activities;

- 2. to indemnify and hold harmless and keep indemnified the Entities to the maximum extent permitted by law in respect of any Claim by any person; and
- 3. to attend at or participate in the Motorsport Activities at your own risk.

You understand that:

- 1. nothing in this document excludes, restricts or modifies any rights that You may have as a result of significant personal injury that is caused by the Reckless Conduct of the Entities as the supplier of the Motorsport Activities / Recreational Services;
- 2. nothing in this document prevents the Entities from relying on any laws (including statute and common law) that limit or preclude their liability;
- 3. nothing in this document excludes any term or guarantee which under statute cannot be excluded; however, the liability of the Entities is limited to the minimum liability allowable by law;
- 4. nothing in this document precludes You from making a claim under a Motorsport Australia insurance policy where You are expressly entitled to make a claim under that insurance policy; and
- 5. Motorsport Australia has arranged some limited personal injury insurance coverage which may provide You with some protection for loss, damage or injury that You may suffer during Your participation in the Motorsport Activities. However, You acknowledge and accept that the insurance taken out by Motorsport Australia may not provide You with full indemnity for loss, damage or injury that You may suffer during Your participation in the Motorsport Activities, and that You may have to pay the excess if a Claim is made under an insurance policy on Your behalf. You agree that Your own insurance arrangements are ultimately Your responsibility and You will arrange any additional coverage at Your expense after taking into account Motorsport Australia insurance arrangements, this document and Your own circumstances.

Where Motorsport Activities are held in the following jurisdictions, You acknowledge that You have also read and accepted the following warnings:

WARNING APPLICABLE IN RELATION TO MOTORSPORT ACTIVITIES UNDER COMMONWEALTH LAWS

Under Australian Government Consumer Law (which is part of the Competition and Consumer Act 2010 (Commonwealth)), several guarantees are implied into contracts for the supply of certain goods and services. I agree that the application of all or any of the provisions of Subdivision B of Division 1 of Part 3-2 of Australian Consumer Law (i.e. guarantees relating to the supply of services), the exercise of rights conferred by those provisions, and any liability of Motorsport Australia and the Entities for a failure to comply with any such guarantees, are excluded. However, such exclusion is limited to liability for:

- death, physical or mental injury (including aggravation, acceleration or recurrence of such an injury of the individual);
- contraction, aggravation or acceleration of a disease of an individual; or
- the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to an individual that is or may be harmful or disadvantageous to the individual or the community, or that may result in harm or disadvantage to the individual or the community.

This exclusion does not apply to significant personal injury suffered by me as a result of the reckless conduct of Motorsport Australia and the Entities.

WARNING APPLICABLE IN RELATION TO MOTORSPORT ACTIVITIES HELD IN VICTORIA

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:

- are rendered with due care and skill;
- are reasonably fit for any purpose which you either expressly or by implication, make known to the supplier; and
- might reasonably be expected to achieve any result you have made known to the supplier.
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Under section 22 of the Australian Consumer Law and Fair Trading Act 2012 (Vic), the supplier is entitled to ask you to agree that these conditions 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 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.

WARNING APPLICABLE IN RELATION TO MOTORSPORT ACTIVITIES HELD IN SOUTH AUSTRALIA

Your rights:

Under sections 60 and 61 of the Australian Consumer Law (SA), if a person in trade or commerce supplies you with services including recreational services), there is:

- a statutory guarantee that those services will be rendered with due care and skill;
- a statutory guarantee that those services, and any product resulting from those services, will be reasonably fit for the purpose for which the services are being acquired (as long as that purpose is made known to the supplier); and
- a statutory guarantee that those services, and any product resulting from those services, will be of such a nature, and quality, state or condition, that they might reasonably be expected to achieve the result that the consumer wishes to achieve (as long as that wish is made known to the supplier or a person with whom negotiations have been conducted in relation to the acquisition of the services.
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Excluding, Restricting or Modifying Your Rights:

Under section 42 of the Fair Trading Act 1987 (SA), the supplier of recreational services is entitled to ask you to agree to exclude, restrict or modify his or her liability for any personal injury suffered by you or another person for whom or on whose behalf you are acquiring the services (a third party consumer). If you sign this form, you will be agreeing to exclude, restrict or modify the supplier's liability with the result that compensation may not be payable if you or the third party consumer suffer personal injury.

Important:

You do not have to agree to exclude, restrict or modify your rights by signing this form. The supplier may refuse to provide you with the services if you do not agree to exclude, restrict or modify your rights by signing this form. Even if you sign this form, you may still have further legal rights against the supplier. A child under the age of 18 cannot legally agree to exclude, restrict or modify his or her rights. A parent or guardian of a child who acquires recreational services for the child cannot legally agree to exclude, restrict or modify the child's rights.

Agreement to exclude, restrict or modify your rights:

You agree that the liability of Motorsport Australia and the Entities for any personal injury that may result from the supply of the recreational services that may be suffered by You (or a person for whom or on whose behalf You are acquiring the services is excluded. Further information about your rights can be found at www.cbs.sa.gov.au

DEFINITIONS

Claim means and includes any action, suit, proceeding, claim, demand or cause of action however arising including but not limited to negligence, BUT does NOT include a claim under a Motorsport Australia insurance policy by any person expressly entitled to make a claim under that insurance policy;

Entities means event and competition organisers/promoters/managers, land and track owners/managers/administrators/lessees, Motorsport Australia affiliated clubs, state and territory governments and insured listed in Motorsport Australia's public/product/professional indemnity insurance policies and each of their related bodies corporate (including their related bodies corporate) and each of their organs and agencies, officers/president/directors/executives, employees, servants, agents, partners, providers, members, competitors, drivers, co-drivers, navigators, officials, crew members, pit crew, delegates, licence holders, representatives, commissions, committees, advisers, trustees, councils, panels, shareholders, volunteers, officials, appointees, delegated bodies and sponsors.

Motorsport Activities means any motorsport activities or Recreational Services which are permitted or approved which Motorsport Australia regulates or administers or otherwise under the responsibility / control of Motorsport Australia;

Motorsport Australia means the Confederation of Australia Motor Sport Ltd. trading as Motorsport Australia;

Reckless Conduct means conduct where the supplier of the recreational services is aware, or should reasonably have been aware, of a significant risk that the conduct could result in personal injury to another person and engages in the conduct despite the risk and without adequate justification;

Recreational Services means (unless otherwise defined in this document) services that consist of participation in:

1. a sporting activity; or
2. a similar leisure time pursuit or any other activity that:
 - (a) involves a significant degree of physical exertion or physical risk; and
 - (b) is undertaken for the purposes of recreation, enjoyment or leisure.