



Moto Trekkin Pty Limited

Major Event Terms & Conditions

1. Agreement	4
2. Online Registration	4
3. Agreement to terms and conditions	4
4. Binding nature	4
5. Terms and Conditions Amendments	5
6. Health and Safety	5
7. Event nature	5
8. Compulsory third-party coverage (CTP)	5
9. Accident Consequences	6
10. Insurance	6
11. Personal locating beacons	6
12. Safety Equipment	7
13. Motorcycle Maintenance	7
14. Navigation	7
15. Scrutineering	8
16. Event Tyres	8
17. Tyre Orders	8
18. Tyre Order Cancellations	9
19. Tyre Availability	9
20. Tyre Fitting Charges	9
21. Accommodation packages	10
22. Indemnity	11
23 Eviction from the event	11
24. None completion	11
25. Event information distribution	11
26. Evening route briefings	11
27. Safe Riding	12
28. Emergency extraction	12
29. Event support services	12
30. Medical conditions	13

31. Licensing	13
32. Road and trail conditions	13
33. Event lanyards	13
34. Expenses	13
35. Roadside assistance	13
36. Mechanical support	15
37. Breakdowns	15
38. Event Transport Insurance (ETI)	15
39. Emergency fuel	15
40. Inclusions	15
41. Non-refundable payments	16
42. Postponements	16
43. Cancellations	16
44. Late payment fees	17
45. Personal Financial Guarantees	17
46. Sale of transfer of tickets	17
47. Transport Waiver	17
48. Transfer of rights and obligations	17
49. Personal information collection	18
50. Talent waiver	18
51. Participant media capture	18
52. Facebook Group	18
53. Unenforceable clauses	18
54. Voluntary understanding and agreement	19

1. Agreement

I hereby apply to participate in the off-road motorcycle event referred to as the “Event” conducted by Moto Trekkin Pty Limited, ACN 72 116 829 693, referred to as the “Event Provider”. In consideration of the Event Provider accepting my registration, I agree to be bound by the following Event Terms and Conditions from the time I complete and submit my online registration, and understand that this agreement is necessary given the nature of the event and the amount of advanced planning and forward costs incurred by the Event Provider.

To: Moto Trekkin (“Event Provider”)

2. Online Registration

I agree that I have been provided with the opportunity to view, read, understand and agree to the entire Event Terms and Conditions before making any financial commitment to this event.

I further agree that while completing the online registration process, I have been provided with the opportunity to decline the Event Terms and Conditions and cancel my application to participate in the event before making my financial commitment to the Event Provider.

During my online registration for this event, the Event Provider's website required me to indicate my agreement to the Event Terms and Conditions by way of a tick box and by typing the words “I AGREE” in the confirmation panel before being required to transmit any money to confirm my participation in the event. These actions demonstrate my two-step confirmation and agreement with each Event Term and Condition presented to me. I also confirm receiving an email copy of the Event Terms and Conditions. I may request an additional copy of the Event Terms and Conditions after completing my formal online registration by emailing the Event Provider.

3. Agreement to terms and conditions

Therefore, I hereby provide an irrevocable agreement and guarantee to the Event Provider that I did not proceed with my online registration or pay the required non-refundable deposit or higher non-refundable amount before reading, understanding and agreeing to each and every Term and Condition presented to me within this document.

4. Binding nature

I understand, acknowledge, and irrevocably agree that by purchasing and securing my place at this event, I am legally bound by each of the following Event Terms and Conditions, commencing from the time of my initial online registration and agreement. I hereby provide an irrevocable assurance, agreement, and financial guarantee to the Event Provider that I will act in accordance with every term and condition within this document at all times from the time I complete my online registration.

5. Terms and Conditions Amendments

I understand and irrevocably agree that the Event Provider may, without providing any prior notice to me, update, change or enhance these Event Terms and Conditions to meet the changing needs of the business, economic, pandemic, or weather conditions, as and when necessary to protect the commercial interests of the Event Provider and to protect every participant on the event. I may obtain a copy of the most up-to-date Terms and Conditions by contacting the Event Provider. I will be presented with and required to sign an updated copy of the Event Terms upon my arrival at the event sign-on.

6. Health and Safety

I understand and agree that the Event Provider is concerned for every participant's health and safety during the event. Therefore, I agree that when required, I will comply with established health and safety disease testing regimes and any other safety requirements required by the Event Provider.

7. Event nature

I accept that both on-road and off-road motorcycle activities are hazardous. By participating in any off-road motorcycle event offered by the Event Provider, I understand and agree that I will be exposing myself to the ordinary and inherent risks associated with on-road and off-road motorcycle riding.

I understand and agree that, by participating in this event, I am voluntarily exposing myself to, and accepting, the risks and dangers associated with my participation, including the risk of personal injury, permanent disability and/or death, property loss, and motorcycle damage. I therefore accept the consequences related to participating in such activities, except to the extent liability cannot be excluded by law.

I understand and agree that the event has been specifically programmed for intermediate off-road skilled riders operating larger adventure motorcycles. Given the level of skill required to complete the event, I acknowledge that there remains a real risk of accident, injury, motorcycle damage, property loss, or non-completion, and I voluntarily accept those risks.

8. Compulsory third-party coverage (CTP)

I further understand, accept, and irrevocably agree that I am aware this event may pass through extremely remote locations, using private roads, tracks, fire trails, or any other form of traversable land, including private land, which is not considered a 'public road' at law, or by any state, territory or national governing body. Therefore, I understand, accept, and agree that when riding on private land, tracks, fire trails, or any other form of terrain not considered or gazetted as a public road, I WILL NOT be covered by any form of Compulsory Third Party (CTP) insurance or receive any of the cover or financial benefits that CTP insurance offers.

9. Accident Consequences

I accept and agree that the personal and financial consequences of any accident or injury on private land where I am not covered by CTP insurance could be extensive. I further understand and agree that such financial consequences could extend to me being personally liable for the entire cost of emergency extraction from the event route, motorcycle recovery, plus any medical expenses, including hospitalisation, rehabilitation, and loss of income during the physical recovery period. I understand and accept that the personal and financial consequences of any accident or injury during my participation in this event are both unascertainable and limitless in value. Therefore, I irrevocably agree that I voluntarily and personally accept all financial consequences of participating in this event.

10. Insurance

In acknowledging and agreeing to the extreme financial and personal injury risks of participating in this Event, I further understand, acknowledge, and agree that I have been advised to purchase appropriate levels of life, trauma, income protection, travel, and comprehensive motorcycle insurance, or other insurances, including roadside assistance, that I may deem necessary to protect myself. If I fail to implement and maintain adequate insurance protection as advised in this document by the Event Provider, I will not be prevented from participating in the event, however I do so at my own risk.

11. Personal locating beacons

Due to the remote nature of this event, I acknowledge and agree that, while not a mandatory requirement of the Event Provider, it is strongly recommended and prudent for me to carry a personal locating beacon, satellite tracker, or similar emergency communication device at all times during the event.

I understand and agree that mobile phone reception may be unavailable or unreliable on parts of the event route, and that emergency response times may be delayed due to terrain, remoteness, weather, access limitations, or other operational factors.

I accept and agree that it is my responsibility to ensure I have adequate safety and emergency communication equipment available while participating in this event, including, where I choose to do so, a personal locating beacon, SPOT tracker, Garmin inReach, or similar device.

If I choose not to purchase, carry, activate, or use a personal locating beacon, satellite tracker, or similar emergency communication device while attending this event, I accept that I do so at my own risk.

12. Safety Equipment

I agree that I will not operate a motorcycle at any time during the event without wearing the safety equipment deemed by the Event Provider as adequate for the event. Adequate safety equipment means a compliant and approved Australian Standards helmet displaying the approved standards sticker. In addition to an Australian Standards-approved helmet, I agree that I will wear protective, specifically designed, off-road motorcycle clothing, including a full-length riding jacket or Jersey with armour and full-length riding pants that include appropriate impact-absorbing inserts to the back, chest, shoulders, elbows forearms hips, and knees. Full-length "Off-Road" motorcycle boots with shin and ankle protection and knee protection devices (knee braces). I agree that the Event Provider has informed me that this equipment is designed to protect me in an accident. If I do not procure and wear the required safety equipment during the event, I will not be prevented from entering. However, I do so at risk, accepting all financial and physical consequences of my decision.

13. Motorcycle Maintenance

I agree to be entirely responsible for the ongoing maintenance of my motorcycle during the event. I shall ensure that my motorcycle's service schedule is up to date by the event start date. I will ensure that any scheduled maintenance will not fall due at any time during the event. I will ensure that my motorcycle is registered and complies with relevant state or territory laws, including any additional safety or other requirements outlined by the Event Provider. If my motorcycle develops any mechanical or tyre issues during the event, I will immediately cease participation until my motorcycle is deemed mechanically sound by the Event Provider.

14. Navigation

I agree to implement, adopt, and embrace the preferred navigation method of the Event Provider during the event, which is called GAIA GPS. The Event Provider identifies GAIA GPS as the primary and ONLY approved form of navigational aid for the event. I will ensure that I install and make all efforts to become familiar with the preferred navigation App (available on the App or Play Stores), which must be installed and operational on my phone by the event sign-on day. I understand and agree I must ensure that the mobile phone I desire to use for event navigation has a built-in GPS. I further agree to ensure I have a powered phone mount that allows constant viewing and charging of my phone while attached to my motorcycle.

I understand, acknowledge, and agree that I do not need to purchase the premium version of the GAIA GPS App. The free version will adequately navigate me along the planned event route.

The Event Provider does not issue, support, or provide any other navigation methods or navigational aids, such as physical route markings, cornerman, or any other form of navigation support other than the designated navigational app. Whilst participating in the event, if I do not understand the navigational course to be followed, including how to use the GAIA App, I will seek assistance from the Event Provider before my daily departure. I will also follow any directions given to me by the Event Provider before my daily departure. I agree to always stay on the main route and not fall behind the safety sweep vehicles.

15. Scrutineering

I agree to submit my motorcycle, maintenance records, riding equipment, driver/rider licence and mobile phone for inspection and compliance at the event sign-on for maintenance, roadworthy, safety, and navigation purposes, otherwise known as event scrutineering. The Event Provider reserves the right to refuse my participation in the event should the condition of my motorcycle, tyres, or riding equipment be deemed unsuitable or otherwise not meet or exceed the Event Provider's safety guidelines, operational standards or Event Terms and Conditions. I accept and agree that if I fail the scrutineering process, I will be prevented from participating in the event until I can comply with all requirements. If I completely fail to comply and cannot attend the event as a result of my non-compliance, I accept and agree I will not be provided with a refund, credit or any form of compensation by the Event Provider.

16. Event Tyres

I agree that I must commence this event with brand new full-block knobby tyres, with no more than 20% wear. I agree that I have been advised that fifty-fifty (50/50) style tyres or any other combination of "trail tyres" are not acceptable for this event and will not pass scrutineering.

The Event Provider is not providing tyres at the start of this years event. It is my entire responsibility to start with a near new tyre.

The Event Provider is providing a daily emergency tyre service. I agree that I will be required to purchase and pay for any additional tyres I purchased from the Event Provider during this event.

17. Tyre Orders

The Event Provider will permit me to order a tyre in advance of the event for fitting during the event should I completely wear out my event start tyres. If I wish to order a tyre to be supplied during the event, I must place my tyre order and pay in full ninety days before the event start date.

My responsibility is to provide the Event Provider with the correct off-road knobby tyre sizes suitable for my motorcycle to create an accurate tyre order. Failure to provide the correct tyre sizes to the Event Provider could delay or prevent me from continuing on the event. It could also require me to purchase additional event tyres at my own expense. If I am unable to begin the event for any reason, including initially providing incorrect tyre sizes to the Event Provider at the time of order, I understand, accept, and agree that no refund or compensation of any kind will be provided to me as a result of my error.

I understand and agree that the Event Provider will not order tyres on my behalf before receiving full payment. If I fail to pay my tyre order invoice within forty eight hours of submitting my order, it will be automatically cancelled without further notice.

18. Tyre Order Cancellations

I understand and agree that the Event Provider will supply compliant event tyres upon receiving my order. If I change my motorcycle type or model or cancel my position on this event, or do not use tyres I ordered for this event, I understand and agree that it is not the Event Provider's responsibility to assume the cost or liability of my tyre order. I understand and agree that the Event Provider ordered tyres for my specific needs upon my request and I agree that no refund will be made available to me. Further, if I cancel my order, the Event Provider is not responsible for selling the tyres I previously ordered.

Tyres ordered but not used will not be refunded but will be shipped via courier to my address at my expense at the conclusion of the event.

19. Tyre Availability

Any tyres I purchase from the Event Provider for use on this event will not be made available to me for use, fitting, swapping, etc, until the event has commenced. On route tyres will be made available each evening between 4.00pm and 7.00pm at the evening rally point.

20. Tyre Fitting Charges

Tyres ordered and supplied by the Event Provider will be fitted by the Event Provider. The Event Provider will not fit tyres supplied by third parties.

Loose Rims

Loose tubeless rims handed to us \$25 per tubeless rim

Loose tubed rims handed to us \$50 per rim plus the cost of tubes if required

Loose tubed rims with rim lock \$75 per rim

Wheel Removal & Replacement Service (WRARS)

If I require the event technical team to remove the wheels from my motorcycle I understand and agree there is a labour charge of:
\$50 flat rate per wheel

21. Accommodation packages

If my preferred and chosen accommodation package is selected as **“multi-share”**, I acknowledge and agree that I will be provided with a shared bedroom and shared bathroom, which will be shared to the maximum bed capacity of the room but which will not exceed one bed to every 3sqm of the total room size. If I have indicated that I am attending the event in a shared capacity with a colleague or mate, I understand, accept and agree that we will not be the only people in a room, and we may be required to share with other participants. Due to the remote nature and large number of participants registered for this event, every bed must be allocated in each shared room subject to our density limits. Whilst I have elected to share a room and a bathroom, I understand I am not required to share a bed. I also agree that all amenities are shared and could be caravan park block-style amenities, which is standard in more remote regions.

If I purchase a **“twin-share”** event ticket, I acknowledge and agree that I will be provided with a shared bedroom and bathroom with one other person to a maximum of two people. If I have indicated that I am attending the event in a “twin-share” capacity with a colleague or mate, I will be allocated accommodation with that person for the entire event. If I am a single person with a “twin-share” ticket, I may not be accommodated with the same person for the duration of the event. Whilst I have elected to twin share a room and a bathroom, I understand I am not required to share a bed. I also agree that all amenities are shared and could be caravan park block-style amenities, which is standard in more remote regions.

If I purchase a **“private bedroom”** (the premium option), I acknowledge and agree that I will be provided a private bedroom room for sleeping each evening. I understand and agree this option does not always include a private bathroom.

22. Indemnity

I hereby irrevocably and entirely release the Event Provider, its shareholders, directors, employees, agents, contractors, or any other third party person or entity involved or connected to, or in any way associated with the event, Including but not limited to: sponsors, event participants, landowners, and lessees, from any liability associated with my participation in this event; (Whether arising under statute, contract, or tort including negligence or otherwise), from any, and all actions, claims, costs, expenses, and demands in respect of death, personal injury, disability, or any loss or damage. This includes but is not limited to any direct loss, any special or indirect loss or damage, or loss of profit, revenue or anticipated revenue, loss of bargain, contract, expectation or opportunity and loss of use of property, or damage to a person or property including me, my partners, heirs, executors and administrators, spectators, guests and other persons that have caused or contributed to the event or the Event Provider.

23 Eviction from the event

In its absolute discretion, the Event Provider reserves the right to evict me from any stage immediately or to refuse my further participation in any stage of the event for any non-compliance of direction or the breach of any of the Terms and Conditions within this document. If, through my failure to abide by the Terms and Conditions, I am evicted from the event for any reason deemed necessary by the Event Provider, I understand, accept and irrevocably agree that no refund of my participation fees will be provided to me.

24. None completion

I acknowledge, accept and agree that if I fail to complete the event for any reason outside the Event Provider's direct control, including accident, injury, illness, fatigue, mechanical failure, motorcycle damage, voluntary withdrawal, rider ability, weather, route conditions, or any other circumstance affecting me or my motorcycle, I will not be entitled to a refund, credit or compensation of any amount, irrespective of the stage of the event at which I exit or cease participation, except to the extent required by law.

25. Event information distribution

I acknowledge that specific information relating to the event will be made available to me both before and during the event via various forms of communication, including event briefings, video recordings, email, text message, physical print, social media, soft copy documents and the Event Provider's website.

26. Evening route briefings

I agree to attend each nightly briefing while participating in the event, acknowledging, accepting and agreeing that it is my entire responsibility to participate in such information briefings and presentations to adequately familiarise myself with all the safety and navigational information for the next stage of the event. If, in the Event Provider's opinion, I fail to attend the welcome dinner or nightly briefings or adequately familiarise myself with the information provided to the Event Provider's satisfaction, my participation in the event may be immediately terminated without further notice.

27. Safe Riding

I agree that I am solely responsible for my riding actions, route lines, and route choices whilst in control of and operating my motorcycle during this event. I hereby give an irrevocable undertaking to the Event Provider and all other event participants to never ride or act in an unsafe manner, speed, or ride that may endanger other road users, event participants, pedestrians, or myself. As described in the route grading chart, I will not attempt any break-out route beyond my riding skill and ability. I will obey the road rules of all states and territories I enter and any additional operational rules deployed by the event provider. I shall not operate any motorcycle under the influence of any drug or intoxicating substance nor participate in any race or contest during the event.

28. Emergency extraction

I acknowledge and agree that the route of this event includes travelling through remote areas where medical or emergency support is limited in resources, and emergency response or evacuation times may be higher than usual. In these circumstances, I understand my life may be at risk. I have had time to consider the risks of attending this event and completely and irrevocably accept such risks.

29. Event support services

I understand, accept and agree that support services provided by the Event Provider, including navigation support, on-route tyre support, medical support, mechanical support, recovery support and sweep support, are limited services only. These services are only available during official event operating hours and while I remain on the official event route.

I understand, accept and agree that support services offered by the Event Provider will **not** be available under the following circumstances:

- I breach any of the terms and conditions within this document.
- I am evicted from the event due to a breach of any one or more of the terms and conditions, or for any other reason deemed appropriate by the Event Provider.
- I fall behind the designated event sweep vehicle on the route, whether by accident, delay, mechanical issue, deliberate act or any other reason.
- I inadvertently or deliberately leave the designated navigational route distributed by the Event Provider.
- I leave the daily rally point, commence riding, or continue riding outside the official event operating hours of 7.30 am to 4.00 pm, unless the Event Provider has expressly authorised otherwise.
- I continue riding after being instructed to stop, wait, divert, return to the rally point, or cease participation for the day.
- I am advised by text message, event briefing, phone call, email, verbal direction or any other form of written or oral communication that the route, or any part of the route, is closed by the Event Provider for any reason.
- Support cannot safely or practically be provided due to weather, terrain, access limitations, emergency conditions, rider location, communication failure, safety concerns or circumstances outside the Event Provider's reasonable control.

30. Medical conditions

I have been honest and transparent by notifying the Event Provider of any known medical conditions, allergies or medications that are pertinent to me and that may affect my ability to control my motorcycle safely or which, in the view of the Event Provider, would otherwise prevent my participation in the event.

31. Licensing

I hereby confirm and agree to the Event Provider that I am licensed to operate the motorcycle I use during the event. I also confirm that I hold a full and current motorcycle license, which is not suspended or cancelled.

32. Road and trail conditions

I understand, accept, and agree that the road and/or trail/track conditions encompassing the environment of the event route can change suddenly without warning.

It is not the Event Provider's responsibility to warn me of varying or dangerous road/trail conditions in any way whatsoever. As a licensed motorcycle rider registering for an off-road motorcycle event advertised as suitable for "intermediate skilled riders", I agree that I am solely, completely and entirely responsible for reading the diverse, ever-changing off-road conditions I will encounter. I irrevocably agree that I will constantly adjust my speed and riding style to suit the varying road, trail, and weather conditions. If I feel that any stage or section of the route is too dangerous, beyond my ability, or the weather conditions have caused road or trail conditions to become unsuitable for my skill level, I will not proceed on the route. I will immediately stop and request assistance from the Event Provider. If I continue riding in conditions or terrain beyond my skill level, I irrevocably confirm that I do so at my own risk and completely indemnify the Event Provider to the fullest extent.

33. Event lanyards

I agree to wear the event lanyard provided to me by the Event Provider during Sign-on at all times during the Event. In the case of an accident, injury or death at any time during the Event, I agree to immediately inform the Event Provider using emergency contact numbers and personal details provided on the Event lanyard. I also understand the event lanyard identifies me as an event participant for accommodation, included meals and other services.

34. Expenses

I further understand that the Event Provider is not responsible for any of my out-of-pocket expenses either before, during, or after the event, such as fuel, tyres, repairs, motorcycle parts, mini bar expenses, meals, ferry or toll charges or any form of damage or repair to my person or motorcycle or any other expense I incur during the event.

35. Roadside assistance

I irrevocably agree and provide assurances to the Event Provider that I will engage a roadside assistance service provider of my choice that covers my off-road motorcycle activities and includes recovery and towing from remote locations while participating

in this event. I understand and agree that the Event Provider does not provide recovery towing or transport beyond the next daily rally point.

36. Mechanical support

I agree that while attending this event, “mechanical support” extends to basic mechanical support that may be performed roadside in a limited time with limited resources. Mechanical support does not include major engine repairs, damage repairs or maintenance-type items such as checking tyre pressures, lubing chains, changing air filters, oil or oil filters, drying out a drowned engine or any form of engine repair. The Event Provider does not carry or supply parts for any motorcycle brand.

37. Breakdowns

I agree that if my motorcycle breaks down during any stage of the event, it will be transported by the Event Provider to the evening rally point. If the Event Provider’s mechanical technicians cannot resolve the mechanical problem during the evening, it is my entire responsibility to arrange further transport to the nearest dealership or capable mechanical repairer using the roadside assistance program I have previously engaged. I understand and agree that the Event Provider is not required or in any way responsible for providing towing or transport services to me, my motorcycle or my equipment to the end of the event or to any other location I may request.

38. Event Transport Insurance (ETI)

I confirmed that I have been offered the opportunity to purchase Event Transport Insurance which provides transport to me and my motorcycle to the end of the event in case of an accident or breakdown, rather than being subject to the terms and conditions of clause 48, whereby transport is limited to the evening rally point only. I understand and agree that I can purchase ETI anytime up until fourteen days before the commencement of the event for only \$149.00. I understand and agree that ETI policy cannot be purchased within 14 days before the scheduled event start date.

39. Emergency fuel

I understand and agree that any emergency fuel acquired from or provided by the Event Provider to me is not included in the participation fee. Emergency fuel issued to me on the route must be purchased from the Event Provider at a price determined by the Event Provider.

40. Inclusions

I understand and agree that all services, including meals and accommodation provided during this event, will strictly follow the information provided to me in writing and documented within the approved event information kit, which is available to download from the Event Provider’s website.

41. Non-refundable payments

I unreservedly confirm and irrevocably agree that I was advised in advance of making any payment to the Event Provider, that any deposit or other amount I transmit to the Event Provider to secure my place on this event during my online registration, or at any time after registration, is a non-refundable payment.

42. Postponements

I irrevocably agree that the Event Provider reserves the right to postpone, terminate or cancel the event without consultation with me, including changing the event date, the route, or any other aspect of the event, at any time, for any reason deemed necessary, in order to comply with State or Federal laws or to ensure my safety. In such extreme circumstances, when Force Majeure exists, causing a postponement or cancellation that cannot be avoided, I acknowledge, accept and agree that I will not receive a refund or store credit. I understand and agree that I will receive a specific "same event credit", which will allow me to attend the rescheduled event, which would normally be conducted on the 12-month anniversary of the postponed event. The provided event credit will not permit me to use the credit for any other purpose or purchase that may be available through the Event Provider. I shall only be permitted to attend the rescheduled event, which will increase in cost according to the Australian CPI index. I hereby agree to pay any price increase crystallised due to postponements and resulting inflation increase. I understand and irrevocably agree this clause/ provision is an essential clause of the Event Terms and Conditions.

43. Cancellations

I accept and irrevocably agree that any cancellation on my part, providing less than 90 days notice before the original event start date, will require me to pay the full amount of my ticket price as advertised and purchased during my original online registration, plus any subsequent upgrades or goods that I purchased or ordered, such as tyres, pre-event training courses, or other goods and services I may have purchased from the Event Provider linked to the event. I hereby provide the Event Provider with an irrevocable personal financial guarantee to pay the remainder of my full ticket price plus any additional purchases within seven (7) days of providing my verbal or written cancellation notification, should I cancel my position on the event within ninety (90) days of the event start date. I provide this irrevocable financial guarantee to the Event Provider in recognition that the Event Provider has already advanced large sums of money for planning, accommodation and meals to secure my position on the event and will not be able to recover such costs in the event of a late cancellation within ninety (90) days of the scheduled event start date.

I understand and agree that any cancellation clause described in this document is exclusively applied to the time frame leading up to the event's originally planned and advertised start date before any postponement occurs. The time frame between the original event date and the rescheduled event date, as a result of any postponement, is not an acceptable timeframe to notify of any cancellation.

44. Late payment fees

I agree that during my online registration for this event, I have been informed that my remaining account balance must be paid in full on or before sixty (60) days before the event commencement date. Should I fail to pay the remaining balance of my invoice before the agreed sixty (60) day pre-event payment deadline, I hereby provide permission for the Event Provider to apply a late fee payment fee equal to Five (5%) of my total invoice amount. I agree that the late payment fee will be applied to my account fifty-nine calendar days before the event starts without further notice and must be paid in full before I will be permitted to join the event.

45. Personal Financial Guarantees

I hereby unreservedly and irrevocably provide a personal financial guarantee to the Event Provider that I will remain financially liable to pay all fees associated with this event to the Event Provider, in accordance with this agreement as and when any such amounts fall due. If I fail to make my payment as agreement herein, I hereby agree to empower and authorise any court of the appropriate jurisdiction in any state within Australia to register/enter a judgment against my name in favour of the Event Provider for a sum equal to the amount of my unpaid account balance plus any late fees, interest, and legal costs.

46. Sale of transfer of tickets

The Event Provider may permit the sale or transfer of my position on the event, provided my ticket price has been paid in full and provided my replacement participant agrees to complete the standard registration process. I understand, accept, and agree that it is NOT the Event Provider's responsibility to resell my event position or collect money from any replacement participant I put forward, should I decide to cancel my participation in the event.

47. Transport Waiver

If the Event Provider must transport me, my luggage, equipment or motorcycle to the daily rally point, I understand and agree that such transport is at my own risk. I irrevocably agree that the Event Provider accepts no responsibility for my goods, equipment, or personal safety during transit on or in Event Provider vehicles. The Event Provider does not provide any personal, motorcycle, or equipment insurance during transportation that covers me or my motorcycle or equipment. If I elect to have my person or property transported by the Event Provider, I do so at my own risk, relying on my personal insurance policies and accepting all financial consequences associated with loss or damage that may occur during the time of transportation.

48. Transfer of rights and obligations

I understand and agree that The Event Provider may, at any time, transfer its rights and obligations under these terms and conditions to an alternative supplier to conduct the event.

49. Personal information collection

I irrevocably agree to approve the Event Provider to collect my personal information to conduct the Event in accordance with the Privacy Act, along with safety and privacy policies developed by the Event Provider. If the personal information requested by the Event Provider is not provided by me, either at the time of event registration or any other time as required by the Event Provider, I will not be able to participate in the event. I agree that the Event Provider may use or disclose my personal information in the case of a life-threatening event or to ensure my safety whilst participating in the event. I can request access to update or correct any personal information by contacting the Event Manager at adventure@mototrekkin.com.au.

50. Talent waiver

I agree to hereby provide the Event Provider with a limitless and perpetually enduring talent waiver allowing the Event Provider to use my name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting the event, future events, and or promoting any products manufactured, distributed and/or supplied by the Event Provider.

51. Participant media capture

I agree that photographs and video footage may only be captured by me during the event for my personal use unless the Event Provider has otherwise provided express written permission to me personally before the event commencement. I further agree that any video recording of event briefings or functions, including welcome and farewell dinners, is strictly prohibited and may not be used for any commercial or advertising purpose whatsoever without the express written permission of the Event Provider.

52. Facebook Group

I agree and assure the Event Provider that I will join the Event Facebook Group and comply with the relevant Facebook Group rules established by the Event Provider. The event Facebook Group is where the Event Provider will distribute detailed event information. If I don't have a Facebook account when registering for the event, I confirm to the Event Provider that I will create one within seven (7) days of completing my online registration.

53. Unenforceable clauses

I agree that should any one or more of the terms and conditions within this document be deemed unenforceable by any appropriate court of jurisdiction, then the remainder of the collective terms and conditions shall be considered enforceable.

54. Voluntary understanding and agreement

I have read and completely, fully and irrevocably understand and agree to each and every one of the event terms and conditions within this document of my own free will without any form of coercion. I have been given ample opportunity to agree to or decline my participation in this event and I have been provided with ample opportunity to seek legal advice before agreeing to the terms and conditions within this document.