

# 2009 DUSTBALL RALLY

*August 14-16 2009*

## Terms and Conditions

### **01 General Information**

The 2008 Dustball Rally (the "Event") is NOT a race or a competition. 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 other participants and members of participants and members of the public.

### **02 Entry Fee**

The regular entry fee for the Event is \$420.00 (Four Hundred Twenty US Dollars) which is based on two (2) people per car. If you wish to have additional passengers in your vehicle the fee is \$100.00 (One Hundred US Dollars) per passenger. It is not recommended to travel alone, however it is not prohibited by our event, therefore the entry fee for a single person per team is \$420.00 (Four Hundred Twenty US Dollars). You are responsible for paying the entry fee for your vehicle plus any additional fees for any additional passengers in your vehicle or for your support vehicle.

### **03 Support Vehicles**

If you want to have a support vehicle containing your mechanics, security staff and/or personal film crew accompany you on the Event (in addition to the vehicle in which you are participating in the Event) a fee of \$380.00 (Three Hundred Eighty US Dollars) is payable per support vehicle, which fee covers two (2) persons in the support vehicle. This fee will allow the support personnel access to parties on the Event and accommodations but will not entitle the support crew to any Event merchandise or to any VIP services and/or facilities, or mission participation. The organizer reserves the right to require the support vehicles to be stickered like the participating vehicles as set out under item 15 below.

NB The entry fee for your vehicle and any additional fees for additional passengers and/or drivers or for your support vehicle are due and payable within dates specified by Dustball Rally HQ. Failure to pay the full entry fee by the specified date will lead to either (at the Organizer's sole discretion) you being refused access to and participation in the Event and to you forfeiting such amounts of the entry fee that you have paid, or to you being liable to a late payment fee of \$75.00 (Seventy Five US Dollars) in addition to the entry fee.

### **04 Age**

You must be over [18] years of age on or before 13 August 2009 in order to

participate in the Event. A minimum of at least one person per team must be [21] years of age on or before 13 August 2009. Entrants that wish to attend parties at each venue must also be must be over [21] years of age on or before 14 August 2009.

### **05 Compliance**

You must comply with all applicable laws and regulations of the Country, States, Counties, Cities, and Townships in which you are traveling, including without limitation, 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 or flagrantly breach speed regulations and laws of the road the Organizer reserves the right to prohibit you from participating further in the Event

You must participate in the Event in the vehicle you stated you would when completing the entry form. You will only be able to participate in another vehicle subject to the Organizers consent (which it is entitled to hold in its absolute discretion) and subject to the payment of an administration charge of \$150.00 (One Hundred Fifty US Dollars). If the Organizer does not consent to you participating in a different vehicle than the one you entered the Event with, you shall be refused access to participation in the Event (and you shall not be entitled to a refund of your entry fee). The person(s) entering the Event must participate in the Event. If for whatever reason you are unable to participate your entry place is transferable for an administrative fee of \$175 (One Hundred Seventy Five US Dollars).

### **06 Responsibility**

Dustball Rally (the "Organizer") accepts no responsibility for the consequences of you being refused passage and/or entry/exit to or from any City/County/State/Country visited en route, and in particular any additional costs incurred are your own responsibility. All drivers must carry their full driving license, vehicle registration documents relevant to the country/state of registration. All 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.

### **07 Conduct**

You must conduct yourself appropriately at all times bearing in mind the rules of the hotels and other venues used during the Event. When 'checking-in' to all hotels a credit card must be provided as a security guarantee against any and all 'hotel extras' and damages to the hotel property. Any such costs incurred must be paid for before 'checking-out' or such costs will be debited from the responsible individual's credit card.

## **08 Personal Acquisitions**

The entry fee into the Event does NOT include personal acquisitions, petrol (gas), telephone bills or other expenses and disbursements incurred while staying in a hotel (including courier/postal charges relating to sending left luggage with you), fines of any sort, or damage caused at any venue visited, which you will be responsible for paying to the Organizer in addition to the entry fee within thirty (30) days of receipt of an invoice from the Organizer.

## **09 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 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.

## **10 Safety**

You must NOT drive if your ability to do so safely and properly is in any way compromised by illness, lack of adequate rest, or any other condition. All participants must accept to have their cars checked by the relevant authority on the car display should it be requested.

## **11 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.

## **12 License**

You must hold a current, valid and unrestricted driver's license.

## **13 Insurance**

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. Appropriate insurance includes, without limitation, third party liability, liability cover for yourself, medical, damage to property and life insurance and also cover for your vehicle's participation in the Event.

## **14 Force Majeure**

The parties are not responsible if they cannot fulfill their obligations resulting from the contracts in cases of fire, earthquake, epidemic diseases announced by WHO, cyclone, flood, aridity, strike, lightning, war in the country, revolution, civil war, terrorist activities and similar troubles, blockade, embargo, confiscation and expropriation, and in other cases defined as Force Majeure by the laws and

regulations. However Dustball Rally shall pay back 10% of the entry fee if for any reason a case of Force Majeure should happen. Dustball Rally cannot be held responsible against the Customer if it is not possible for Dustball Rally 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 the 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.

### **15 Logo**

You agree to have the "Dustball Rally" logo and official Event sponsors' logo stickers attached to your vehicle (and any support vehicle if 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.

### **16 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 5 personal sponsors), you will be entitled to place your own sponsor's/sponsors' names, marks and/or logos in 5 designated positions only on both your vehicle, your support vehicle and/or your clothing provided that your sponsor/sponsors does not/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/sponsors' names, marks and/or logos on your vehicle, support vehicle and/or clothing. If you wish to place your own sponsor's/sponsors' names, marks and/or logos on your vehicle, support vehicle and/or your 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/sponsors' 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.

### **17 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).

### **18 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 any sum towards taking part in the Event) you are unable to participate for any reason). If however, 90 days prior to the event start you are unable to participate, a full refund will be given minus a \$175.00 administration charge.

### **19 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 very 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.

The Organizer requests you sign here to show your understanding of Clause 18 & 19 specifically.

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### **20 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.

### **21 Refusal**

The Organizer reserves the right to refuse participation in or to cancel the Event at any time for any reason whatsoever (without being obliged to disclose the reason). In case of the cancellation of the Event or the refusal to allow you to participate, no refunds of the entry fee will be made.

### **22 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 and our film crew 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 and our film crew have the sole discretion to use or refuse to use any photographs or footage in which you appear, and that if the Organizer or our film crew does use such photographs or footage, it may be edited at the Organizer's or our film crew'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 and our film crew, 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.

### **23 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 or in any television program without first obtaining the prior written consent of the Organizer. You hereby agree to assign (by 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 our film crew. You shall deliver to our film crew within 30 days of the end of the Event, at no cost to our film crew, a tape in DigiBeta (PAL) or in DV (PAL) format of all the footage originated by you at the Event and copies of all photographs taken at the Event.

### **24 Dustball Rally Logo**

You shall not be entitled to use the "Dustball 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 "Dustball Rally logo" on any website or in printed materials without obtaining the Organizer's prior written consent.

### **25 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.

### **26 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.

### **27 United States Law**

United States 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 and its states we will be visiting.

## **Waiver - Release and Waiver of Liability**

### **01 Risks Associated with Participation**

I acknowledge and realize that participation in an event such as the 2009 Dustball 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 over several days, including the risk of driving through inclement weather.

### **02 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).

### **03 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.

### **04 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 (including out of the transportation of my vehicle by air arranged by the Organizer) save that 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).

### **05 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.

I have read this waiver, fully understand its terms, and understand that I have given up substantial rights by signing it. I have done so freely and without inducement, coercion, or duress. I intend this waiver to be a complete and unconditional release of all liability to the greatest extent allowed by law. I agree that, if any portion of this waiver is held to be invalid, the balance of the waiver shall continue in full force and effect.

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. By signing below I declare that all the information contained on the entry form is correct and I acknowledge that I have read and understood all the terms and conditions and I agree in full to the terms and conditions above (including those of the waiver and indemnity) and I accept all the terms and conditions relating to my participation in the Event.

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.

By signing, I hereby certify that I have read, understand, and agree to these terms and conditions as set forth for the 2009 Dustball Rally 1000.

Team  
Name: \_\_\_\_\_

Vehicle  
(year/make/model: \_\_\_\_\_

Vehicle number: \_\_\_\_\_

(Print and sign):

Driver: \_\_\_\_\_

Co-  
Driver: \_\_\_\_\_

Co-  
Driver: \_\_\_\_\_

Co-  
Driver: \_\_\_\_\_

Date: \_\_\_\_\_