

## Mercedes-Benz Driving Events - Accelerate Drive Day

### Accelerate Terms & Conditions (2025)

1. These Terms and Conditions of Participation govern the Accelerate Program ("**the Program**"), components of the Mercedes-Benz Driving Events.
2. The organiser is Mercedes-Benz Australia/Pacific Pty Ltd of 44 Lexia Place, Mulgrave, Victoria, 3170 ("**the Organiser**").

#### Eligibility

3. The Programs are open to individuals in Australia who:
  - a) Are at least 17 years of age;
  - b) hold a current and valid full or probationary Australian or International driving permit and/or overseas driver's licence (that is not suspended); and
  - c) are in good physical condition, are physically able to participate in the Program and have no reason to suspect that they may have an existing medical condition or medical complaint that may in any degree affect their use of the track, facilities, equipment, or the health and safety of themselves or any other person taking part in the Program or at the track.

("Eligible Participant(s)").

#### Tickets and Fees

4. The Organiser may make tickets available for the Program which shall include participation in the drive day program plus lunch and soft drinks ("**Tickets**").
5. Unless otherwise stated by the Organiser, there are a total of 45 Tickets per session available for the Program.
6. The cost of a Ticket in the Program is \$590.00 including GST ("**Ticket Fee**").
7. All purchases must be made in Australian dollars.
8. An Eligible Participant is only able to purchase up to ten (10) Tickets.

#### Ticket Allocation

9. The Program is subject to maximum and minimum numbers of Tickets/registrations, the details of which shall be determined in the absolute discretion of the Organiser.
10. Where the maximum Tickets for the Program have been exhausted, the Eligible Participant will not be able to purchase Tickets/register for the Program.
11. Where the minimum Tickets for the Program are not met, the Organiser reserves the right to cancel the Program, or combine the Program with another session on the same date, or to hold the Program on another date.
12. Tickets will be made available for sale to Eligible Participants on or about **2pm AEDT on 5<sup>th</sup> May 2025** and allocated until the Tickets are exhausted (on a "first in" basis).

13. Tickets must be purchased by the Eligible Participant and can then be assigned to a nominee (**Nominee**) subject to the Eligible Participant providing written notice of the Nominee and their details (name, address, DOB etc.) to the Organiser.
14. Any assignment of a Ticket by an Eligible Participant to a Nominee is subject to the Nominee agreeing to be bound by these Terms and Conditions as if they were the Eligible Participant. For the avoidance of doubt, if an Eligible Participant transfers their ticket to a Nominee pursuant to clause 10, the Nominee shall be considered an Eligible Participant for the purposes of these Terms and Conditions.
15. Unless otherwise stated in these Terms and Conditions, Tickets are not transferable or exchangeable. The Organiser may refuse to permit an Eligible Participant or Nominee to participate in the Program if the Ticket holder is not the Eligible Participant or Nominee registered to attend the Program.

#### Registration

16. To register for the Program and secure a Ticket ("**Registered/Registration/Registering**"), the Eligible Participant must:
  - a) complete the online registration form (or such other form as determined by the Organiser) to purchase a Ticket. The Eligible Participant must complete the online registration form fully, accurately and truthfully; and
  - b) Make payment of the Ticket Fee in full and clear funds for the Ticket (either online at time of registration or, if an individual elects to receive an invoice via email, within seven (7) days of the Organiser (or its contractor) sending that party an invoice).
17. The Eligible Participant will not be considered to have validly Registered in the Program and will not be permitted to participate in the Program unless clause 13(a) and (b) are satisfied in the absolute discretion of the Organiser. Where an Eligible Participant fails to pay the Ticket Fee within seven (7) days of the Organiser sending the invoice (as applicable), the Organiser reserves the right to cancel the invoice and reallocate the Ticket.
18. The Organiser, in its absolute discretion, reserves the right to verify the details of any Eligible Participant and refuse Registration of any Eligible Participant whose Registration is not in accordance with these Terms and Conditions.
19. By Registering in the Program, the Eligible Participant:
  - a. represents and warrants to the Organiser that the Eligible Participant is an Eligible Participant and that all requirements set out in clause 3 are satisfied or otherwise met; and
  - b. acknowledges and agrees that they have read and understood these Terms and Conditions and agrees to be bound by them.

#### Cancellation, variation and postponement

20. The Organiser reserves the right to cancel the Program at any time and for any reason at its sole election.
21. Where the Organiser cancels the Program, the Organiser will provide a refund of the Ticket Fee but otherwise will have no liability to any Eligible Participant for failure to hold the Program.
22. Where the Organiser re-schedules the Program and the Eligible Participant is unable to attend the re-scheduled Program, the Organiser will provide a refund of the Ticket Fee but otherwise will have no liability to any Eligible Participant for re-scheduling the Program.
23. If an Eligible Participant intends to cancel their Ticket/Registration for the Program then they must inform the Organiser in writing by sending an email to [mbevents\\_au@mercedes-benz.com](mailto:mbevents_au@mercedes-benz.com). If:

- a. written notice is received by the Organiser at least 1 month prior to the commencement of the Program for which the Eligible Participant has Registered, the Organiser will provide the Eligible Participant with a full refund of the Ticket Fee including GST (if paid);
- b. written notice is received by the Organiser between 1 month and 14 days prior to the commencement of the Program for which the Eligible Participant has Registered, the Organiser will provide the Eligible Participant with a 50% refund of the Ticket Fee including GST (if paid); and
- c. written notice is either not provided by a Eligible Participant or they cancel within 14 days of the commencement of the Program for which the Eligible Participant has Registered, or fails to attend the Program for which the Eligible Participant has Registered, no refund will be given.

24. The Organiser, in its absolute discretion, reserves the right to terminate an Eligible Participant's Registration and Participation in the Program including at any time prior to the commencement of the Program or during the Program if the Eligible Participant:

- a. is considered to be acting in a manner which may endanger the safety of any persons or property;
- b. has provided fraudulent, misleading, inconsistent, inaccurate or unverifiable information to the Organiser;
- c. is, or is reasonably suspected of being, in breach of any applicable laws; or
- d. is in breach of these Terms and Conditions.

25. No refund shall be available to the Eligible Participant if termination occurs in accordance with clause 21.

#### Participation

26. Each Eligible Participant in the Program must be the holder of a current and valid full or probationary Australian, international driving Permit and/or overseas driver's licence (that is not suspended) which permits them to legally drive a vehicle on a public road in the State or Territory in which the Program will be held. The Eligible Participant must provide evidence of this to the Organiser on location prior to participation in the Program or earlier on demand from the Organiser. Learner drivers are not permitted to take part in the Program.

27. Registration and/or participation in the Program is subject to and conditional upon the Eligible Participant providing to the Organiser, a properly signed and witnessed Deed of Release in the form provided by the Organiser at any time as requested by the Organiser and by no later than on the day of the Program, whereby the Eligible Participant agrees to certain conditions including (but not limited to):

- a. participation in the Program is at the Eligible Participant's own risk and the Organiser will be released from all liability to the extent permitted by law, including for injury to or death of the Eligible Participant;
- b. to follow any rules, conditions, directions and signs communicated to, given or shown to Eligible Participants during the Program;
- c. not to operate, drive or be in charge of any vehicle during the Program whilst under the influence of any intoxicating substance or any other drug;
- d. that the Eligible Participant is the holder of a valid and a current Australian, New Zealand, International Driving Permit and/or overseas driver's licence (that is not suspended) which

permits them to legally drive a vehicle on a public road in the State or Territory in which the Program will be held; and

- e. driving safely and not unnecessarily putting themselves, any other person or property at risk of damage, death or injury.

28. A copy of the Deed of Release may be obtained by contacting: [mbevents\\_au@mercedes-benz.com](mailto:mbevents_au@mercedes-benz.com)

29. Participation in the Program is subject to the Eligible Participant;

- a. complying with all conditions of entry imposed by the track owner or operator (including duly executing any document containing a waiver and/or indemnity in such form as is provided);
- b. providing to the Organiser a properly signing and witnessed Deed of Release in the form provided by Organiser prior to taking part in the Program; and
- c. complying with any reasonable directions of the Organiser.

30. Vehicles used for the Program and/or made available to Eligible Participants during the Program will be in the absolute discretion of the Organiser (**Vehicles**).

31. For the purposes of the Program, the Eligible Participant shall take possession of the Vehicles as bailee only and the Vehicles will at all times remain the property of the Organiser and all title, interest and rights with respect to or in the Vehicles shall remain with the Organiser. The Eligible Participant will have no interest in, title to or option over, the Vehicles whatsoever.

32. At all times during the Program the Eligible Participant represents and warrants or otherwise undertakes and agrees to:

- a. not permit anything to be done to the Vehicles that is inconsistent with the Organiser's ownership in or over the Vehicles;
- b. not do or permit anything to prejudice the Organiser's interest in the Vehicles or expose the Organiser to liability;
- c. not sell, assign, mortgage, pledge, charge, let, hire, grant any security interest in the Vehicles or otherwise deal with the Vehicles in any way that is inconsistent with the Organiser's title in the Vehicles;
- d. not change or modify the Vehicles (exterior and interior) without the Organiser's written consent. If that consent is not given, the Eligible Participant acknowledges that any parts added to the Vehicles become the Organiser's property. Any part removed from the Vehicles shall remain the property of the Organiser wherever located;
- e. All equipment, accessories, replacements instruments, tools and other goods supplied with the Vehicles or attached to the Vehicles will be taken to form part of the Vehicles unless the Organiser has notified the Eligible Participant in writing that specific goods or goods of a specified class shall be deemed for the purpose of this clause not to form part of the Vehicles. Any part removed from the Vehicles shall remain the property of the Organiser wherever located;
- f. not remove or allow anyone else to remove the Vehicles from the Track without the Organiser's prior written consent;
- g. not use or let anyone else use the Vehicles in any way that violates the law, the terms of the insurance policy or the terms of these Terms and Conditions; and

- h. immediately inform the Organiser if the Vehicles are lost, stolen, damaged or defective.
33. Any and all accommodation, flights, taxes, insurance, passports, visas, transfers to and from the location of the Program, spending money, all other ancillary or related costs and expenses associated with attempting to participate or attending the Program are not included in the Ticket Fee and are the sole responsibility of the Eligible Participant.

#### Liability

34. The Organiser and its affiliates (being its agents, sub-contractors offices, employee and related bodies corporate) will not be liable for any loss or damage (including but not limited to indirect or consequential loss including economic loss, loss or corruption of data, loss of production or operating time, or loss of anticipated savings, opportunity, revenue, profit or goodwill), howsoever arising including in contract (including repudiation) or tort (including negligence), misrepresentation, liability under an indemnity or for any other common law, equitable or statutory cause of action or otherwise arising from the Program except for any liability which cannot be excluded by law (in which case liability is limited to the minimum amount allowable by law).

#### **WARNING – EXCLUSIONS OF LIABILITY [COMPETITION AND CONSUMER ACT 2010 (Cth) AND AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012 (Vic)]**

Under the *Competition and Consumer Act 2010* (Cth) (“**CC Act**”) and the *Australian Consumer Law and Fair Trading Act 2012* (Vic) (“**AC Act**”), several statutory guarantees apply to the supply of certain services. These guarantees mean that the Organiser named on this form is required to ensure that the recreational services it supplies to you:

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

(collectively, “**Statutory Guarantees**”)

Under section 139A of the CC Act and section 22 of the AC Act, the Organiser is entitled to ask you to agree that these Statutory Guarantees do not apply to you. As stated in section 31 above, if you agree to be bound by these Terms and Conditions you will be agreeing that these Statutory Guarantees do not apply to you and you will forgo your rights to sue the Organiser if you are killed or injured because the Program was not provided in accordance with the Statutory Guarantees.

**NOTE:** The change to your rights as set out in these Terms and Conditions, does not apply if your death or injury is due to Gross Negligence or Reckless Conduct on the Organiser’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. **Reckless Conduct** means the Organiser is aware, or should reasonably have been aware, of a significant risk that the conduct could result in personal injury to another person; and the Organiser engages in the conduct despite the risk and without adequate justification.

#### Privacy

35. The Organiser is committed to protecting Eligible Participants’ privacy and complying with the *Privacy Act 1998* (Cth) and other relevant state laws in relation to the management of personal information.

By Registering for the Program, Eligible Participants acknowledge and agree that the Organiser is collecting their personal information for the primary purpose of permitting their participation in and running the Program and performing the Organiser's obligations under these Terms and Conditions. Without this personal information, the Organiser would not be able to do so. Eligible Participants also consent to the Organiser using their personal information for certain ancillary matters, the details of which are set out in its Privacy Policy (located at [www.mercedes-benz.com.au](http://www.mercedes-benz.com.au)). The Organiser will disclose such personal information with related companies in the Mercedes-Benz Group, the Organiser's authorised retailer network, the Track owners and operators and/or third party service providers some of which may be based overseas including but not limited to Germany, Singapore, New Zealand and the USA. The Organiser will otherwise collect, hold, use and disclose the personal information of Eligible Participants in accordance with its Privacy Policy (located at [www.mercedes-benz.com.au](http://www.mercedes-benz.com.au)) which contains information about how Eligible Participants can access the personal information that the Organiser holds about them, how they can seek to correct it, how to complain about a suspected breach of privacy and about how the Organiser may have handled the Eligible Participants' personal information.

How to contact us:

Email: [mbaupprivacyofficer@mercedes-benz.com](mailto:mbaupprivacyofficer@mercedes-benz.com)

Post: Attention: Privacy Officer

Mercedes-Benz Australia/Pacific Pty Ltd

44 Lexia Place,

Mulgrave, Victoria, Australia 3170

#### General

36. All care has been taken to ensure that the information related to the Program is accurate but it is hosted by a third party, and the Organiser takes no responsibility for any incorrect or inaccurate information or any difficulty experienced by any person attempting to register for the Program.
37. By attending the Program, the Eligible Participant agrees to participate in and co-operate as required with all reasonable media editorial requests relating to the Program including, but not limited to, being interviewed, photographed and/or filmed throughout the duration of the Program. Each Eligible Participant attending the Program agrees and permits their image and/or voice, as recorded, photographed or filmed during the Eligible Participant's participation in the Program, to appear in connection with the Organiser (and/or one or more of its 'related bodies corporate' including Mercedes-Benz AG) advertising, promotion or marketing thereof, in any media whatsoever throughout the world and the Eligible Participant will not be entitled to any fee or compensation for such use.
38. Vehicles are covered by comprehensive motor vehicle insurance, and are subject to an excess in respect of any loss or damage. Where the Eligible Participant causes loss or damage to a Vehicle, the Eligible Participant may, at the Organiser's sole and unfettered discretion, be required to pay to the Organiser the amount of any applicable insurance excesses upon request (or an amount up to the amount of the insurance excesses, where the cost of repair is less than the applicable excesses). Current information regarding applicable insurance excesses can be obtained by emailing [mbevents\\_au@mercedes-benz.com](mailto:mbevents_au@mercedes-benz.com).
39. If a provision in these Terms and Conditions is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable. If it is not possible to read down a provision as required in this clause, that provision is to be severed to the extent necessary without affecting the validity or enforceability of the remaining part of that provision or the other provisions in these Terms and Conditions, and the rest of these Terms and Conditions remains in full force and effect.

40. The laws of the State of Victoria, Australia govern these Terms and Conditions, and the parties submit to the non-exclusive jurisdiction of that state.