

Rider Terms & Conditions of Entry, Rules & Regulations.

DUST HUSTLE TERMS & CONDITIONS

The following terms and conditions of entry apply to all persons entering, attending or participating in any Dust Hustle Event ("Event") organised by, for, or on behalf of Out There Productions Major Events Pty Ltd ABN 12 152 488 821.

Dust Hustle events – Terms and conditions of entry

You acknowledge that you have read and agreed to these terms and conditions before purchasing entry to the Event.

Additional Event specific conditions may also apply as referred to in the Event registration or promotional material.

NOTE: A FULL EVENT DISCLAIMER WILL BE FORWARDED VIA EMAIL, MADE AVAILABLE FOR COMPLETION VIA DIGITAL SIGNATURE, OR PROVIDED TO YOU AT THE EVENT AS PART OF THE ENTRY CONFIRMATION. THIS DISCLAIMER MUST BE SIGNED BY ALL RIDERS, OFFICIALS AND MEDIA PARTICIPATING IN THE EVENT.

These terms and conditions, the Event disclaimer and any Event-specific conditions referred to in the Event registration or promotional material, together form your agreement with Dust Hustle in connection with the Event.

Safety Gear

You must wear the appropriate safety gear at all times.

Immediate Bans

If you are found riding with the wrong gear or you have allowed a non-registered rider to ride your bike then you will be banned from current and future Dust Hustle™ events.

Rider Breath Testing

All entered riders agree to provide breath samples or undergo drug testing at random during Dust Hustle events. Entrants must be 0.00 when riding, any rider found to be under the influence or who refuses to comply will be banned.

Rider Ticket Rules

BEFORE ENTERING

Before entering Dust Hustle™ you must know what bike you will be riding. If you don't already have the bike, you must ensure it will be suitable for the class category of ticket that you purchase. You must also have the appropriate safety gear.

NOT SURE ABOUT YOUR BIKE?

If you have any bike related questions and have already READ THE RULES ABOVE, then email us a photo of your bike and question to office@summernats.com.au and we'll get you sorted.

ONLINE ONLY

Given the demand for rider tickets Dust Hustle™ rider tickets will be sold ONLINE ONLY through an online ticketing provider.

RIDER TICKET REFUNDS

Refunds for rider tickets are available up until 14 days prior to each event. We can't guarantee/offer any refunds within 14 days of the event date unless a replacement rider is available to fill your spot from the rider waitlist. All refunded rider tickets will be made available to the next person on the rider waitlist.

NOTE THIS

- These events will sell out, so we advise getting in quick. If you miss out, join the rider waitlist.
- One bike per rider. You will not be able to enter multiple bikes in different categories.
- One rider per bike. Sharing a bike with another rider is not permitted.
- Class categories are subject to change pending entrant numbers.
- You must be 16 or over to ride this event.

You will need to purchase a \$32 Motorcycling Australia day licence if you don't already have a current Motorcycling Australia yearly licence. The day licence **MUST BE PURCHASED ONLINE PRIOR TO THE EVENT** (all entrants will be emailed a licence link).

Code of Behaviour

By entering, attending or participating in the Event you agree to abide by the following codes of behaviour:

- Be aware of and act within the rules and spirit of motorcycle sport.
- Promote fair play over winning at any cost.
- Treat each person as an individual.
- Show respect and courtesy to all involved with the sport.
- Respect the rights and worth of every person, regardless of their age, race, gender, ability, cultural background, sexuality or religion.
- Respect the decisions of officials, coaches and administrators.
- Display appropriate and responsible behaviour in all interactions.
- Display responsible behaviour in relation to alcohol.

- Do not engage in any illegal drug use.
- Act with integrity and objectivity, and accept responsibility for your decisions and actions. Ensure your decisions and actions contribute to a safe environment and harassment-free environment.
- Do not tolerate abusive, bullying or threatening behaviour.

Disclaimer exclusion of liability, release and assumption of risk

In consideration for being able to attend or participate in the Event, you agree:

- that you are 16 years of age or older on or before the date of the event;
- that you attend or participate in the Event at your own risk;
- to release Dust Hustle and its related and associated entities, and any promoters, media partners, sponsor organisations, land owners and lessees, organisers of the event, their respective officials, representatives, employees, officers and agents (collectively, the “Released Parties”) from all liability in connection with the Event, including for your death, personal injury (including burns), illness, disease, psychological trauma, or other loss or damage (including property damage) (“harm”) howsoever arising from your participation in or attendance at the Event (including harm arising from the negligence of the Released Parties), except to the extent prohibited by law;
- that Dust Hustle and the Released Parties do not make any warranty, implied or express, that any services provided at the Event will be provided with due care or skill or that any materials or property provided in connection with the Event will be fit for the purpose for which they are supplied; and
- that Dust Hustle and the Released Parties will not be responsible for assessing your suitability, skill, ability or any other capacity to participate in or attend the Event.

Dust Hustle acknowledges that each release or exclusion of liability or warranty in these terms and conditions is subject to any law which forbids that release or exclusion, including the Australian Consumer Law (which is part of the Competition and Consumer Act 2010 (Cth)) and any State or Territory fair trading legislation. Dust Hustle agrees that each release or exclusion of liability or warranty in these terms and conditions is amended to the extent that any right under the Australian Consumer Law or State or Territory fair trading legislation cannot be excluded.

Unless stated otherwise in writing by Dust Hustle, your participation in or attendance at the Event is not covered by any insurance policy maintained by Dust Hustle or any policy other than the policy that you have taken out for yourself.

You accept the conditions of, and acknowledge the risks arising from, attending or participating in the Event and being provided with the Event services by Dust Hustle and the Released Parties.

General risk warning

You acknowledge that motor sport is an inherently DANGEROUS recreational activity and that regardless of the precautions which you might take, you are exposed to significant risk of property damage, physical harm, disability or death.

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

You acknowledge that the risks associated with attending or participating in the Event include, without limitation, the risk that you may suffer harm as a result of:

- People, motorcycles, motor vehicles, equipment or property (or parts of them) colliding with other persons, motorcycles, motor vehicles, equipment or property;
- Others 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 any temporary structures, fences, guard rails, servicing areas and safety equipment) to ensure the safety of persons or property at the Event.

Cancellation Policy

Dust Hustle reserves the right at its discretion for any reason and without prior notice to reschedule or cancel the Event.

Your registration will be valid for any rescheduled Event, unless Dust Hustle notifies you otherwise. For the avoidance of doubt your inability to attend any rescheduled Event will not entitle you to any refund. Dust Hustle's refund policy is set out below in these terms and conditions.

Circumstances that may see the event cancelled or rescheduled include, but are not limited to, acts of god, pandemic (including COVID-19), fire, storm, rain, floods, safety conditions, unsuitability of conditions at the race venue and any other circumstance outside of the control of Dust Hustle.

Refund Policy

You are entitled to a 100% refund if, through injury, illness or unforeseen circumstances, you withdraw more than two weeks (14 days) before the event. You must notify Dust Hustle of such withdrawal and Dust Hustle may require that you show reasonable information or evidence of your injury, illness or circumstances.

If you withdraw less than two weeks (14 days) from the Event and your position can't be filled with a rider off the rider waitlist then you will forfeit 100% of your entry fee.

Incorrect purchases or change of mind are NOT guaranteed a refund and are at the discretion of Dust Hustle.

Cancellation prior to the Event – Dust Hustle may refund your registration fee or give you a credit note or voucher for a future event if the Event is cancelled before you enter the Event Venue.

Early completion or cancellation during the Event – You acknowledge that one of the risks associated with attending or participating in the Event is that racing could be stopped before the scheduled completion time and/or you may be required to leave the Event Venue before the scheduled completion time, as determined by Dust Hustle at its sole discretion. Without limitation, this could occur if riding conditions become too dangerous during the race (for example, due to dust, rain, serious injury, illness or death) or if Dust Hustle is required to stop the

Event for reasons outside of its control (for example, due to any Government rule or order relating to COVID-19). In these circumstances, you may not be entitled to a refund. Dust Hustle accepts no responsibility or liability for any other additional costs incurred by you in relation to any Event that is cancelled. Any payment to you for any cancellation of an Event is limited to a maximum of the amount paid by you to Dust Hustle in relation to the relevant Event.

Dust Hustle's rights

Dust Hustle reserves all rights to:

- Refuse any entry, admission or participation in the Event at its sole discretion, with or without cause, including if any persons: (i) are deemed to be intoxicated and/or disorderly; (ii) register a temperature above 37.5 degrees celsius; (iii) are not authorised to attend the Event; (iv) have visited a known COVID-19 case location within 14 days before the Event; or (v) attempt to bring any restricted or prohibited items into the Event Venue;
- Amend or modify the terms and conditions of entry, admission or participation in the Event or any competition rules;
- Re-schedule, alter, postpone or cancel the Event or any part of it; and
- Disclaim all liability, to the fullest extent legally permissible, for any loss, damage, injury or claim arising from or in connection with the entry, promotion, attendance or participation in the Event.

General conditions

- Dust Hustle reserves the right for it or any Released Party at the venue for the Event ("Event Venue") to inspect and / or search bags, motor vehicles and motorcycles brought into or out of the Event Venue. You must provide all reasonable assistance to enable such searches or inspections.
- Dust Hustle reserves the right to temperature check any participant, contractor, staff member or spectator entering the Event and to refuse entry to the Event based on registering a temperature over 37.5 degrees Celsius.
- Persons gaining unauthorised access to the Event Venue will be evicted and may be liable for prosecution.
- Persons who use offensive or threatening language, cause a disturbance or refuse to comply with requests made by the Event Venue staff will be evicted. Children must be supervised by a responsible adult or guardian at all times and children are not permitted on Track.
- Closed-toe footwear must be worn at the event and in the Pit Area at all times.
- Persons bringing personal items into the Event Venue do so at their own risk and the Event Venue will not be held responsible for any damage to, loss or theft of personal property.
- Any unauthorised commercial activity including ticket selling, soliciting, customer surveying, or attaching advertisements is not permitted.
- Any unauthorised capturing of images for commercial use or broadcast in any format is not permitted.
- Use of rope, bunting, poles, temporary fencing, tarpaulin, paint, or any other materials to create segregated or reserved viewing areas is strictly prohibited. The Event Venue may

remove all such materials at their discretion (including at the conclusion of each day of the Event). Any property left unattended at the conclusion of each day will be deemed abandoned and forfeited to the Event Venue.

Restricted & Prohibited items

The following items are not permissible (unless approved by Dust Hustle in pre Event documentation) in the Event Venue:

- Glass or breakable containers;
- Alcoholic beverages;
- Illicit drugs;
- Flares, fireworks, laser pointers, firearms, hand held engines, dangerous weapons or any device that has the potential to cause injury or public nuisance;
- Open fires (unless approved by Dust Hustle);
- Spray cans or compressed air canisters;
- All animals except guiding or assistance animals;
- Skateboards and roller blades;
- Recording devices for commercial purposes;
- Platforms, structures or materials to be used to erect platforms or other viewing platforms;
- Commercial, political or offensive clothing, banners, logos or signage;
- Outlaw motorcycle or crime gang colours;
- Any items or goods for public sale.

Food and beverage

You are permitted to bring the following items into the Event Venue:

- Pre-packaged food such as sandwiches, fruit, biscuits, crisps, etc. for individual consumption;
- Unopened non-alcoholic beverages for individual consumption.

No smoking policy

For the comfort of all within the Event Venue, a no-smoking policy is in place for all pit and race areas, seated, thoroughfare, concourse areas and all buildings and public conveniences. Dust Hustle reserves the right to designate smoking areas.

Liquor licensing

All persons entering an Event Venue that is a venue that is licensed under liquor licensing legislation are advised that:

- Intoxicated persons will not be permitted to enter;
- Persons in possession of liquor will not be permitted to enter;
- Checking procedures will apply to prevent persons possessing liquor from entering;
- Intoxicated persons will be removed from the premises;
- It is an offence for minors to purchase and consume liquor;
- It is an offence to purchase liquor for (or supply liquor to) minors;
- Persons supplying liquor to minors will be reported to the Police and penalties apply under liquor licensing legislation; and
- Persons under 25 years of age may need to show valid ID as proof of age for purchase and consumption of liquor.

Responsible service of alcohol

The Event Venue supports the responsible service of alcohol. You agree to follow the directions of Dust Hustle in relation to the consumption of alcohol to ensure a safe environment. Dust Hustle reserves the right to refuse entry or evict intoxicated persons.

Images and recordings

You acknowledge that you may be photographed and/or filmed at the Event. Dust Hustle, the Released Parties and third parties authorised by Dust Hustle may create, record, transmit, reproduce and use visual and audio-visual footage ("Recordings") and still images ("Images") of you at or in relation to the Event.

You grant Dust Hustle, the Released Parties and third parties authorised by Dust Hustle permission to use Recordings and Images in any media, worldwide and for any purpose without identification, compensation or payment of any kind. If you do not wish to be photographed or filmed for these purposes, you must advise Dust Hustle.

Your privacy

Dust Hustle collects personal information (within the meaning of Australian privacy legislation) about you which is necessary for it to operate the Event and to help promote the Event and other Dust Hustle or similar events.

Dust Hustle may collect your name, address, email address and phone number for the purposes of arrangements at the Event and to conduct research, marketing and promotional activities in relation to the Event and such other subsequent events.

Unless you advise Dust Hustle otherwise, you consent to receiving future promotional and marketing material from Dust Hustle and its sponsors and partners, including news, offers, products and services you might be interested in, by any medium, including telephone, email, mail, SMS or online marketing.