

TERMS & CONDITIONS

RECOA Inc. EVENTS TERMS & CONDITIONS

The Event Promoter: Royal Enfield Club of Australia Incorporated (ABN 19 221 272 891), referred to herein as RECOA Inc.

You acknowledge that you have read and agreed to these terms and conditions prior to making payment of the applicable registration fee (Event fee), once the Event fee is paid your registration to attend the Event is secured. Your registration is not able to be resold or subsequently assigned without the express written permission of RECOA Inc.

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 ONCE ENTRY IS COMPLETE OR PROVIDED TO YOU AT THE EVENT AS PART OF THE ENTRY CONFIRMATION. THIS DISCLAIMER MUST BE SIGNED BY ALL ATTENDEES 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 RECOA Inc. in connection with the Event.

CODE OF BEHAVIOUR

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

- Treat each person as an individual.
- Show respect and courtesy to all involved with the Event.
- Respect the rights and worth of every person, regardless of their age, race, gender, ability, cultural background, sexuality or religion.
- Respect the decisions of RECOA Inc. officials or Event officials.
- Display appropriate and responsible behaviour in all interactions.
- Display responsible behaviour in relation to alcohol.
- 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 18 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 RECOA Inc. and any promoters, sponsor organisations, land owners and lessees, organisers of the event, their respective servants, officials, representatives and agents

(collectively, the “Associated Entities”) from all liability for your death, personal injury, 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 RECOA Inc. and/or the Associated Entities), except to the extent prohibited by law;

- that RECOA Inc. and the Associated Entities 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 RECOA Inc. and the Associated Entities will not be responsible for assessing your suitability, skill, ability or any other capacity to participate in or attend the Event.

RECOA Inc. and the Associated Entities acknowledge 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) and any State or Territory fair trading legislation. RECOA Inc. and the Associated Entities agree 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 RECOA Inc., your participation in or attendance at the Event is not covered by any insurance policy maintained by RECOA Inc. 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 RECOA Inc. and the Associated Entities.

GENERAL RISK WARNING

You acknowledge that motorcycling 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 attend or participate in the Event.

You acknowledge that there are risks associated with attending or participating in the Event.

CANCELLATION POLICY

RECOA Inc. reserves the right for any reason and without prior notice to cancel the Event or refund any Event registration fee paid by You to participate in or attend the Event. Without limitation any payment to you for any cancellation of an Event is limited to a maximum of the amount paid by you to RECOA Inc. in relation to the relevant Event.

Circumstances that may see the event cancelled are any conditions that the organisers deem unsafe for the event to continue. These include, but are not limited to, fire, storm, rain, floods or other unsuitable conditions at the venue.

REFUND POLICY

You will receive a 50% refund if, through injury or unforeseen circumstances, you withdraw more than one week before the event. If you withdraw less than one week from the Event, you will forfeit 100% of your entry fee.

RECOA Inc.'s RIGHTS

RECOA Inc. 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 are deemed to be intoxicated and/or disorderly; any unauthorised persons; and any persons who 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 rules;
- Cancel the Event or alter 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

- RECOA Inc. reserves the right of its organisers, or the Associated Entities' staff, 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.
- 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 organisers, or the Associated Entities' staff, will be evicted.
- Smoking on the premises is not permitted in any seated, thoroughfare or buildings. Smokers are requested to be respectful of non-smokers wishes.
- You consent to the recording of Your image or likeness including audio and visual.
- 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 damages 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.

RESTRICTED / PROHIBITED ITEMS

The following items are not permissible (unless approved by RECOA Inc. in pre-Event documentation) in the Event Venue:

- Glass or breakable containers;

- BYO Alcohol;
- Flares, fireworks, laser pointers, firearms, dangerous weapons or any device that has the potential to cause injury or public nuisance;
- Open fires (unless approved by RECOA Inc.);
- Spray cans or compressed air canisters;
- Recording devices for commercial purposes;
- 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 food and alcohol into the Event Venue but not into any seated, thoroughfare, buildings or public conveniences.

NO SMOKING POLICY

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

RESPONSIBLE SERVICE OF ALCOHOL

The Event Venue supports the responsible service of alcohol. You agree to follow the directions of RECOA Inc. in relation to the consumption of alcohol to ensure a safe environment. RECOA Inc. 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. RECOA Inc., the Associated Entities and third parties authorised by RECOA Inc. 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 RECOA Inc., the associated Entities and third parties authorised by RECOA Inc. 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 RECOA Inc.

YOUR PRIVACY

RECOA Inc. 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.

RECOA Inc. 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 RECOA Inc. otherwise, you consent to receiving future promotional and marketing material from RECOA Inc. 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.

Information about how to contact us, access or correct the personal information that we hold about you, or complain, can be found at [here](#).

Covid-19 Policy

Ensuring your safety during the Coronavirus (COVID-19) pandemic

Caring for the safety and well-being of attendees to an Event organised by RECOA Inc. is our priority, and even more so during times like these. We are taking all the necessary precautions to keep everyone safe and happy while at any RECOA Inc. event.

RECOA Inc. is actively undertaking risk assessments to identify the potential risks that COVID-19 coronavirus presents to our events.

RECOA Inc. will continually monitor the Department of Health [website](#) and seek guidance from federal, state and local health agencies, and consider how to incorporate those recommendations and resources into our COVID-19 Safety Plan.

The safety and wellbeing of Event organisers, the Associated Entities' staff and registered visitors is our top priority and we are working to avoid disruptions caused by COVID-19 coronavirus, while at the same time acting responsibly to do what we can to prevent further spread of the virus.

We will continue to closely monitor and assess the evolving situation and will be diligent about communicating on important issues.

What is RECOA Inc. doing?

1. Providing information to Event organisers, the Associated Entities' staff

RECOA Inc. provides regular updates to employees about the status of COVID-19 that are consistent with information provided by the [Department of Health](#) and [WHO](#) addressing:

- The current status of the virus in Australia.
- Potential impacts on the workplace and changes to policies / procedures; and
- advice on good hygiene practices for work.

2. Event Hygiene Measures

RECOA Inc. will ensure that the Event Venue is taking necessary measures to the control the health risks to our organisers and patrons, including:

- Providing adequate facilities to enable good hygiene practices (e.g. soap, hand sanitiser, signage, and reminders)
- Developing infection control policies and procedures; and
- Directing employees to comply with quarantine measures, particularly following travel to or from high-risk locations.

- Increased cleaning and sanitisation at all locations; and

3. Visitors to a RECOA Inc. Event

Patrons attending a RECOA Inc. Event must register online and pay their registration fee, there will be no tickets or admission available at the gate. Patrons will be required to complete a COVID-19 health declaration before prior to entry and must provide their contact information, in case COVID-19 develops at the Event and any attendee may have been exposed to the virus we are able to trace them. All attendees must wear a face mask if required to do so.

We have limited the number of registrations available, and patrons must pre-book their attendance.

4. Refunds for on-site events due to COVID-19

If an Event is cancelled due to coronavirus (COVID-19) restrictions, you will be entitled to a refund for any services not yet provided. We will get in touch with you directly with more information.

The ongoing pandemic has led to many questions from patrons on whether they can get a refund for their booking for reasons associated with Covid-19. We do provide refunds for a range of reasons linked to Covid-19, the following provides some clarity on refunds we can pay.

Infection

If you are infected with Covid-19 within 14 days of the start of an Event, and have evidence of the positive test, you may cancel your registration, [contact us](#) directly.

Isolation

If someone in your household has tested positive for Covid-19 within 14 days of the start of an Event and has evidence of that test, you are likely to need to self-isolate, you may cancel your registration, [contact us](#) directly.

Family infection

If someone in your immediate family tests positive for Covid-19 within 14 days of the start of an Event and has evidence of that test, you may cancel your registration, [contact us](#) directly.

Pre-existing medical condition

If you have a significant change in your pre-existing medical condition in the 14 days immediately prior to attending an Event, and a Doctor recommends you do not attend due to the risk of exposure to Covid-19, you may cancel your registration, [contact us](#) directly.

Shielding

If someone in your household has tested positive for Covid-19 within 14 days of the start of an Event and has evidence of that test, or if you have a change in a pre-existing medical condition, you may need to shield, you may cancel your registration, [contact us](#) directly.

Hospitalisation or Death

If someone in your immediate family is hospitalised, or has died due to Covid-19, and you have evidence, you may cancel your registration, [contact us](#) directly.

What we can't pay

We cannot pay refunds where you are concerned about catching Covid-19 or are self-isolating without a positive Covid-19 test in your household or family.

If you require any further clarification on our latest health and safety measures please do not hesitate to [contact us](#).