

## **TERMS AND CONDITIONS**

### **Definitions:**

**“Rally”** means the specialist car Rallies organised by the organiser as set out in clause 1.

**“Website”** means the website of the organiser at [www.twoballrally.co.uk](http://www.twoballrally.co.uk).

**“Organiser”** means ‘Two Ball Rally’

**“Participant”** means any person participating in a Rally as a driver or passenger.

**“Participating Team”** means a team of Participants participating as a team in one car in the Rally.

### **1. General information**

1.1 The Organiser promotes specialist car rallies for cars costing a maximum value, typically £567, unless they have entered the non-banger class, in which case they are exempt from the maximum cost rule.

1.2 The cost of repairs, modifications and/or enhancements is at the discretion of the Participant or Participating Team.

1.3 The Event is a navigational road trip, NOT a guided tour. You will be given a daily finish point and be expected to navigate to it with your own Satellite Navigational system or map.

1.4 Participants and Participating Teams will ensure that they’re aware of, and comply with ALL applicable laws, rules and regulations of the countries the Rally travels through. Participants and Participating Teams must drive safely and with courtesy to all other Participants in the Rally and to members of the Public.

1.5 The Organiser will set daily challenges for the Participants and Participating Teams to be completed during the course of the Rally. There is NO competition to the driving element.

1.6 All Rules as published on the Rules page of the website must be obeyed and failure to do so may result in Participating Teams being disqualified.

## **2. Limitations of liability**

You must understand the risks involved in participating in this type of event. It is a navigational road trip and adventure, it can therefore be dangerous. You take responsibility for your own actions and everything you do.

The 'Organiser' (Two Ball Rally) accepts NO responsibility for participants or participating team actions during the event.

Two Ball Rally is NOT a race or time trial therefore entrants must not compete in any form with other road users. Two Ball Rally reserves the rights to disqualify/remove any person doing so and you will not be eligible for refund.

The Event is a navigational road trip, NOT a guided tour. You will be given a daily finish point (venue) and be expected to navigate to it with your own Satellite Navigational system or map.

Upon registration online each team agrees to these terms and conditions.

2.1 The organizer (Two Ball Rally) cannot accept liability for ensuring that Participants of Participating Teams are aware of driving regulations in different countries along the route. This remains full responsibility of the individual Participants of Participating Teams.

2.2 All participants of Participating Teams must drive safely and at all times obey the specific regulations for each country visited. This includes (but is not limited to) speed regulations, highway laws, vehicle safety laws and laws relating to the possession or use of alcohol or drugs.

2.3 It is up to you to ensure that you are fully up to date with the driving requirements for each country you visit. Some countries require you to carry certain equipment. You will be provided with a driving guide prior to commencement of the rally; however this may not be an exhaustive list.

2.4 The organizer (Two Ball Rally) cannot accept liability or refund monies if the Event has to be amended or cancelled due to any circumstances outside our control or that we could not foresee or avoid. Such as (but not limited to) war, threat of war, riot or civil unrest, terrorist activity, industrial disputes, natural disasters, adverse weather conditions, ferry delays or traffic delays. Neither can we be held responsible if certain attractions change their opening times or are closed.

2.5 The organizer (Two Ball Rally) cannot accept liability for arranging motor insurances, travel insurance or breakdown insurance for Participants or Participating Teams. The organiser shall not be liable for any mechanical breakdowns or additional expenses incurred through mechanical breakdowns along the route.

2.6 The organizer (Two Ball Rally) cannot accept liability for any Participants or Participating Teams being refused entry to individual countries, or held up at border control. The organizer shall not be liable for any additional expenses incurred through individual team member or team being refused entry or held up at individual countries or border control.

2.7 If you choose to use the Two Ball Rally stickers provided and place them on your vehicle, all stickers are non-permanent, are easy to remove and will not leave any damage to your vehicle. Two Ball Rally cannot accept liability or be held responsible for any claims of damage to your vehicle as a result of applying or removing such stickers.

2.8 Participants or Participating Teams accept full responsibility for any decorations/modifications which are made to the car. Any such decorations/modifications must comply with local health & safety standard of the countries which are being visited. The organizer (Two Ball Rally) cannot be held liable for any damage caused or additional expenses incurred as a result of such decorations/modifications.

2.9 By participating in the Rally you consent to be photographed and to be included in any filming documenting the Rally. You hereby waive any and all rights of publicity or privacy and grant the Organiser complete permission to utilise and exploit your appearance in the rally in any and all manner and media. You further agree that the Organiser has the sole discretion to use or refuse to use any photographs or footage in which you appear, and that if the Organiser does use such photographs or footage, it may be edited at the Organiser's sole discretion. You consent to the use of your name, image, 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 Organiser 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.

2.10 The Participants and all members of a Participating Team acknowledge that they understand they may be exposed to a variety of risks, foreseen and unforeseen, which may or may not be inherent to the Rally and that these risks may include, but are not limited to, property damage or loss, serious personal injury, or death from exposure to the risks. Participants and Participating Teams will be personally responsible for all costs and/or risks associated with the Rally and the Organiser will not be liable in any way whatsoever for the same.

2.11 Notwithstanding anything to the contrary herein, to the fullest extent allowed by law, the Participant and Participating Teams agree to waive and discharge all claims, release the Organiser from all liability and indemnify and hold harmless the Organiser and other partners and employees from any and all liability on account of, or in any way resulting from, injuries and damages in any way connected with the Rally. Participants and Participating Teams agree and understand that this assumption of risk and release is binding upon them and their heirs and executors, and includes any accompanying minors.

### **3. Age Restrictions**

All participants must be 18 or over on the first day of the Event.

### **4. Entry Fees**

Entry fees must be paid by the deadlines quoted by the organiser, any failure to do so will result in the team being removed from the Event. Deposits and entry fees are non-refundable and non-transferrable. The entry fee does not include any personal expenses during the Event, such as fuel, tolls, ferries, accommodation, food, drink, fines, repair costs or any other expenses of any kind. If, for any reason, you decide to withdraw either before or during the Event, your fee is neither transferable nor refundable. The Event organisers reserve the right to refuse entry to the Event.

### **5. Documents**

- a) Driving Licence – all drivers must hold a valid full UK driving licence (both parts)
- b) Vehicle insurance – for all drivers, which covers them for the country they are in
- c) V5C (log book) or ‘vehicle on hire’ certificate
- d) MOT certificate – as the condition of a vehicle may deteriorate within the period of an MOT, it is your responsibility to ensure that your vehicle is in a roadworthy condition for the event.
- e) Valid Passport – for all participants

It is the sole responsibility of the participants to ensure that their documents are in order. They must be valid from the beginning up to, and including, the last day of the Event. You will be required to sign to this effect at the Event launch. Failure to sign the registration form will result in disqualification from the Event without refund.

You cannot participate in any other vehicle than the one registered.

### **6. Code of Conduct**

All participants must conduct themselves responsibly and in an appropriate manner at all times. You must not consume alcohol whilst driving, drive whilst under the influence of alcohol (or any other intoxicating substance) or drive if your ability to do so safely is compromised by illness, lack of adequate rest, or any other condition. Any illegal behaviour will result in the cancellation of your participation without refund.

### **7. Refunds**

If you fail to complete any part of the route or become unable to continue at any stage of the Event, you will not be entitled to a refund.

### **8. Changes/Cancellation**

The Event organisers reserve the right to either change the Event schedule or cancel the Event at any time.

### **9. Terms and Conditions Changes**

The Event organisers reserve the right to change these terms and conditions at any time. Participants will be notified of the changes and will be deemed to have accepted the amended terms and conditions by participating in the Event.

### **10. Indemnity**

You will indemnify the Event organisers, its officers, directors, employees, consultants, agents and sponsors against any and all claims, lawsuits and causes of action 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.

**11. Violation of Terms**

If any participants violate any of the above terms and conditions or refuse to follow the instructions given prior or during the Event by the Event organisers, you may be prohibited from any or further participation in the Event.

**12. Law**

These terms and conditions and your participation in the Event are governed by English law and you submit to the jurisdiction of the Courts of England.