

THE BEND MOTORSPORT PARK

DRIVER EXPERIENCE PROGRAM TERMS & CONDITIONS

Last Updated: 02/09/2026

Vehicle Damage Waiver Fee Schedule (restrictions apply, see clause 8.4)

	Vehicle Damage Waiver Fee Options	Maximum liability
Option 1	\$0	\$50,000
Option 2	\$25	\$20,000
Option 3	\$99	\$10,000
Option 4	\$199	\$5,000
Option 5	\$299	\$1,000

1. Formation of Agreement

- 1.1. By making a Booking, you agree on your behalf and on behalf of each Participant and Spectator for the relevant Program to be bound by these Terms & Conditions.
- 1.2. Where you make a Booking on behalf of one or more Participants, you warrant that you are authorised to provide their personal information and that we may collect, use and disclose it in accordance with these Terms & Conditions and our Privacy Policy.

2. Bookings and Acceptance

- 2.1. Acceptance of your Booking is at our sole discretion and will depend on availability of the Site, vehicles and Personnel.
- 2.2. Your Booking is accepted:
 - (a) for a Booking Form booking, when we issue an invoice for the Fee; and
 - (b) for an online booking, when we confirm receipt of payment of the Fee in full, or in the case of a Gift Voucher booking, the date the Gift Voucher is redeemed.
- 2.3. Where you have nominated a Preferred Program Date, we will use reasonable endeavours to schedule the Program on that date. However, we do not guarantee availability of the Preferred Program Date and will not be liable to you, any Participant or any Spectator if the Preferred Program Date is unavailable or the Program is scheduled on another date.
- 2.4. Your Booking is subject to the Terms & Conditions in force at the time we accept it. We may amend these Terms & Conditions from time to time, and the amended version will apply to all Bookings accepted after the date of amendment.

3. Participants

- 3.1. Only those Participants identified in your Booking (or any substitute Participant approved under this clause 3) may participate in the Program, unless we agree otherwise in writing.
- 3.2. We may reject a proposed Participant at any time (including on the Program Date) if we consider that the Participant does not meet the eligibility requirements in clause 7.1, has not provided the information required under clause 3.5 (if a substitute) or there are other reasonable grounds for doing so, including where we reasonably consider that their participation may give rise to safety, operational, legal or reputational concerns.
- 3.3. Where reasonably practicable, we will notify you as soon as we become aware that a Participant is not eligible or not permitted to participate. However, where a concern arises on the Program Date (for example, if a Participant appears to be under the influence of drugs or alcohol on the day), we may reject the Participant immediately without prior notice or refund.
- 3.4. You or a Participant may nominate a substitute Participant by written notice to us prior to the Program

Date. Any substitute is subject to our approval under clause 3.2.

- 3.5. A substitution notice must include all Participant details required under the Booking Form or as requested online for the substitute Participant.

- 3.6. We will have no liability to any person in connection with the rejection or replacement of a Participant under this clause 3.

4. Cancellation/Rescheduling by Us

- 4.1. We may cancel or reschedule your Booking by giving you notice. Reasons for cancellation or rescheduling may include (without limitation):
 - (a) safety, operational or weather-related concerns;
 - (b) vehicle or Personnel unavailability; or
 - (c) any other reason reasonably determined by TBMP, including where conflicting motorsport activity or other use of the Site arises after the booking has been made.
- 4.2. We will use reasonable endeavours to inform you as soon as reasonably possible after becoming aware of circumstances giving rise to a cancellation or rescheduling. It is your responsibility to notify the Participants and Spectators of any cancellation or rescheduling. We will have no liability to any person for any failure by you to notify Participants and Spectators of a cancellation or rescheduling.
- 4.3. If we cancel the Booking under this clause 4, we will refund the Fee to you as soon as reasonably possible.
- 4.4. If we reschedule the Booking under this clause 4 and a Participant is unable to attend on the new date, you may within 14 days:
 - (a) substitute an alternate Participant in accordance with clause 3; or
 - (b) request a credit note equal to the fee paid for that Participant.
- 4.5. Except as set out in this clause 4, we will have no liability to you, any Participant or Spectator in respect of any cancelled or rescheduled Booking.
- 4.6. We may cancel a Booking if you or a Participant or a Spectator is in breach of these Terms & Conditions. Where the breach occurs before the Program Date and is capable of remedy, we will give you a reasonable opportunity to remedy the breach before cancelling. Where the breach occurs on the Program Date or is not capable of remedy, we may cancel the Booking immediately without notice. In either case, you will not be entitled to any refund, credit note or reschedule, and the full Fee remains payable.

5. Cancellation by You

You may cancel your Booking for any or all Participants by giving us written notice (**Cancellation Notice**). The options available to you on cancellation depend on the number of Participants in your Booking and how much notice you give us, as set out below. The following table is a summary only. If there is any inconsistency between the summary and the remainder of this clause 5, the remainder of this clause 5 prevails.

Time before Program Date	Bookings of 4 Participants or Fewer	Bookings of 5 Participants or More
More than 60 days	Substitute Participant, reschedule (once only) or credit note	Refund less 10% of Fee, credit note or reschedule (once only)
30 to 60 days	Substitute Participant, reschedule (once only) or credit note	Credit note or reschedule (once only)
More than 14 days but less than 30 days	Substitute Participant, reschedule (once only) or credit note	Reschedule only (once only)
14 days or less	No refund or credit note. Reschedule at our discretion only.	Fee forfeited. No refund, credit note or reschedule.

5.1. Bookings comprising 4 Participants or fewer including individual bookings:

- (a) For cancellations more than 14 days before the Program Date, you may nominate one of the following:
 - (i) alternative Participants pursuant to clause 3.3 for the Booking Date; or
 - (ii) reschedule the booked Program for the cancelled Participants (only 1 opportunity to reschedule is available per Booking and must be for a date within 12 months of the cancellation); or
 - (iii) be issued a credit note for the value of the Fee for the cancelled Participants. Credit notes are valid for 12 months from the date of issue and are not redeemable for cash.
- (b) For cancellations within 14 days of the Program Date:
 - (i) No refund or credit note is available
 - (ii) A reschedule of the Booking is available at our sole discretion if you have not rescheduled the Booking previously, and in consideration of the circumstances.

5.2. For Bookings comprising 5 Participants or more, the booking is considered bespoke and our genuine pre-estimate of loss for cancellations is more significant. Accordingly, the following applies.

- (a) For cancellations more than 60 days prior to the Program Date, the following options are available at your option:
 - (i) Credit note for the full amount of the booking. Credit notes are valid for 12 months from the date of issue and are not redeemable for cash; or
 - (ii) reschedule of the Booking (for all Participants) (available once per Booking) within 12 months at a mutually convenient time; or
 - (iii) refund of the value of the Fee less 10% of Fee.
- (b) For cancellations more than 30 days prior to the Program Date, but less than 60 days prior to the Program Date, the following options are available at your request:
 - (i) Credit note for the Fee for the Booking. Credit notes are valid for 12 months from the date of issue and are not redeemable for cash; or

- (ii) Reschedule the Booking (available once per booking) within 12 months at a mutually convenient time

- (c) For cancellations within 30 days, but more than 14 days prior to the Booking Date, the Booking Date may be rescheduled for a date within 12 months of the cancellation, if the Booking has not been rescheduled previously
- (d) For cancellations within 14 days of the Booking Date, the Booking Fee is forfeited in full, no reschedule of the Booking or credit note is available.

5.3. For the purposes of clause 5, the number of Participants in a Booking is determined at the time we accept the Booking.

5.4. Any refund, credit or reschedule not expressly provided for in these Terms & Conditions is at our absolute discretion

5.5. Once rescheduled, the replacement Program Date is treated as the Program Date for all purposes under these Terms & Conditions, except that no further reschedule is available, other than at our discretion.

6. Price and Payment

6.1. You must pay us the Fee:

- (a) in accordance with this clause 6 if using the Booking Form, or
- (b) at the checkout if booking online through our website.

6.2. If using the Booking Form, you must pay the Fee within 14 days of us issuing an invoice, or immediately if the Program Date is within 14 days of the invoice.

6.3. If any portion of the Fee remains outstanding after the due date for payment, we may cancel the Booking in accordance with clause 4.6.

6.4. If you fail to pay any amount when due under these Terms & Conditions, then without prejudice to any other rights or remedies available to us, we may charge you default interest on the outstanding amount at a rate of 10% per annum compounded monthly from the due date for payment to and including the date payment is made in full.

6.5. Unless expressly stated, all amounts under these Terms & Conditions are expressed exclusive of GST. If GST is imposed on any supply made under these Terms & Conditions, the amount will be increased by the GST payable on that supply (subject to us providing a valid tax invoice as required by law). Payment of the increased amount must be made at the same time as payment for the taxable supply.

7. Participation & Eligibility

7.1. Eligibility

- (a) Drive Experiences: Unless otherwise agreed by TBMP, Participants must be over the age of 21 and must hold an Australian Driver's Licence or equivalent, and must be proficient in driving a manual vehicle.
- (b) Hot Laps: Unless otherwise agreed by TBMP, Participants must be over the age of 14.
- (c) Certain vehicles may have different height and weight restrictions. To ensure the safety of all Participants, we reserve the right to exclude any Participant who we reasonably consider may pose a risk to a vehicle used in the Program, other Participants, Spectators or the Site. We may, in our sole discretion, exclude the Participant entirely, or allow the Participant to participate in other aspects of the Program.
- (d) It is your responsibility to ensure all Participants are eligible to participate in the Program before making a Booking. No refund will be given if a Participant cannot take part in the Program because they do not meet the eligibility criteria.

7.2. Restrictions on Participation

- (a) Each Participant must:

- (i) arrive at the Site on the Program Date no less than 30 minutes before the scheduled time for commencement of the Program as notified by us to you (**Arrival Time**).
 - (ii) sign our standard Liability Waiver before commencement of the Program;
 - (iii) attend the driver briefing at the commencement of the Program;
 - (iv) not be under the influence of drugs or alcohol during the Program;
 - (v) ensure that all race attire provided by us (including racesuits and helmets) is worn in accordance with our directions at all times during the Program;
 - (vi) wear appropriate footwear and clothing (footwear must be closed foot, flat soled and without platforms);
 - (vii) hold a valid current Driver's Licence unless otherwise agreed by us in writing;
 - (viii) present their Driver's Licence for inspection and copying prior to participating in the Program;
 - (ix) take out any compulsory personal accident insurance required by us to participate in the Program; and
 - (x) strictly follow all directions from our Personnel during the Program.
- (b) If a Participant fails to comply with any of the requirements in clause 7.2(a) (or in the case of 7.2(a)(iv), if we reasonably suspect non-compliance), we may, in our sole discretion and without refund, refuse to allow that Participant to participate in the Program.

7.3. Compliance with Directions

Each person on the Site in connection with the Program (including you, each Participant and any Spectators) must comply with all reasonable directions from us and our Personnel. Failure to comply may result in immediate removal from the Program and/or Site without refund.

7.4. Emergencies and First Aid

In an emergency or where our Personnel reasonably consider it necessary for the health or safety of any person on Site in connection with the Program (including you, each Participant and any Spectators), we may contact emergency services, refer that person to any medical or paramedical provider on Site, administer first aid, and take any other action reasonably necessary to preserve life or prevent serious injury. To the fullest extent permitted by law, you and each Participant and Spectator release us from any claim arising from any action taken in good faith under this clause, except to the extent caused by our negligence or wilful misconduct.

7.5. Spectators

Spectators are welcome to attend the Site while Participants are engaged in the Program subject to the following conditions

- (a) children under the age of 18 must at all times be accompanied by a parent or guardian (who is not a Participant);
- (b) animals (other than guide dogs) are not permitted at the Site under any circumstances; and
- (c) sign our standard Liability Waiver if required by us;
- (d) comply with all directions issued by our Personnel while on site;
- (e) stay at all times within the areas specified for Spectators and not enter any area unless clearly indicated to be a spectator area.

8. Liability, Release and Indemnity

8.1. Except to the extent caused by our negligence or wilful misconduct, you and each Participant and Spectator, to the fullest extent permitted by law, release and forever discharge us and our Associated Companies and Personnel from all claims in connection with the Program

or the Site, including in respect of personal injury, death or property damage.

8.2. Subject to clause 8.3, you and each Participant (jointly and severally) indemnify us from and against any claim, loss or damage incurred or suffered by us in connection with the Booking and that Participant's participation in the Program to the extent caused or contributed to by an act or omission by you or the Participant, except to the extent caused or contributed to by our negligence or wilful misconduct.

8.3. Subject to clause 8.4, if a Participant has selected and paid for Vehicle Damage Waiver, the Participant's and your liability for loss or damage caused by that Participant to a vehicle used in the Program is limited to the amount set out next to that option in the Vehicle Damage Waiver Option Schedule on the Booking Form. This limitation does not constitute insurance and the Damage Waiver Fee is not refundable if no damage is caused. Payment of the Vehicle Damage Waiver applies separately to each Participant and payment by one Participant will not limit liability for damage caused by any other Participant. For clarity, the limitation of liability will not apply to damage the Participant causes to the facilities at the Site, for which the Participant's liability remains unlimited.

8.4. The Vehicle Damage Waiver is not available for Participants who are:

- (a) under the age of 21; or
- (b) under the age of 30 and who hold a Motor Racing Competition Licence.

8.5. Each Participant is liable to us for any damage to our facility including damage to curbing or the track that in our reasonable opinion is caused by that Participant's negligence, recklessness, wilful misconduct or non-compliance with any of these Terms & Conditions or any directions from our Personnel.

8.6. Under no circumstances will we or our Associated Companies be liable to you, any Participant or Spectator for indirect, special, exemplary, or consequential costs, losses, or damages whatsoever (including loss of profits).

8.7. Nothing in this clause 8:

- (a) excludes, restricts or modifies any right or remedy available under applicable law, including the Australian Consumer Law, that cannot by law be excluded, restricted or modified; or
- (b) limits or affects any exclusion, restriction or modification of liability agreed to by a Participant or Spectator under a separate Liability Waiver signed in connection with the Program.

9. Publicity & Privacy

9.1. You, each Participant and each Spectator consent and authorise us to collect and use all information provided in relation to the Booking and disclose it to our related bodies corporate, agents or contractors for the purposes of:

- (a) improvement of the Program and customer service, including by means of research, marketing, product development and planning;
- (b) marketing of products or services or the products or services of third parties; and
- (c) any services to be provided by any third party in respect of the Program.

9.2. Personal information will be dealt with in accordance with our Privacy Policy available at www.thebend.com.au.

9.3. We own all media rights in respect of the Site and Program including all video and streaming rights.

10. No Representations

10.1. Any pictures, descriptions, and information as to duration and availability of the Program provided by us is intended to be a guide only and does not form part of these Terms & Conditions. All equipment, track configurations and Personnel forming part of the Program are subject to change without notice and we reserve the right to make amendments and changes to the Program without liability to you, Participants or Spectators.

- 10.2. Notwithstanding the above, we will use reasonable endeavours to ensure that the Program aligns with the general description of the Program in our advertising materials and, to the extent reasonably practicable, any specific requests you have made.
 - 10.3. You, each Participant and each Spectator acknowledge that the Program carries inherent risks including the risk of personal injury, death and property damage. Each person making a Booking, participating in the Program or attending the Site (as applicable) must assess those risks for themselves and rely on their own judgement. We make no representation about those risks except as expressly set out in these Terms & Conditions. Nothing in this clause excludes, restricts or modifies any right or remedy that a person may have under applicable law, including the Australian Consumer Law, that cannot by law be excluded, restricted or modified, or limits or affects any exclusion, restriction or modification of liability agreed to by a Participant or Spectator under a separate Liability Waiver signed in connection with the Program.
- 11. Site Entry Conditions**
- 11.1. Each person attending the Site for the Program (including you, each Participant and each Spectator) is bound by our Conditions of Entry as though a reference to a Patron is a reference to that person and a reference to an Event is a reference to the Program.
 - 11.2. To the extent of any inconsistency between the Conditions of Entry and these Terms & Conditions, these Terms & Conditions prevail.
- 12. General**
- 12.1. These Terms & Conditions are governed by the laws of South Australia. Any dispute will be subject to the exclusive jurisdiction of the courts of South Australia and all courts competent to hear appeals from those courts.
 - 12.2. These Terms & Conditions, together with our Privacy Policy and the Conditions of Entry, set out the complete terms on which you may make a Booking, participate in the Program or attend the Site for a Program. They replace any prior discussions, representations or understandings on this subject.
 - 12.3. We may update these Terms & Conditions from time to time by publishing the amended version on our website. The version in force at the time your Booking is accepted applies to that Booking.
 - 12.4. If any provision of these Terms & Conditions is found to be unenforceable, illegal or void, that provision will be read down to the extent necessary to make it enforceable, and the remaining provisions continue in full force.
 - 12.5. Our failure to enforce any right under these Terms & Conditions does not constitute a waiver of that right.
- 13. Definitions**
- 13.1. **Associated Companies** means the owner of the Site and the related entities and associated entities (as defined in the *Corporations Act 2001* (Cth)) of The Bend Motorsport Park Pty Ltd and the owner of the Site.
 - 13.2. **Booking** means your booking for the Program, whether made online or by submitting a Booking Form, and accepted by us in accordance with clause 2.
 - 13.3. **Booking Form** means our paper booking request form available from us on request.
 - 13.4. **Conditions of Entry** means our standard Conditions of Entry for the Site, available at www.thebend.com.au
 - 13.5. **Fee** means the total amount payable for the Booking as displayed at checkout (for online bookings) or as set out in the invoice we issue (for Booking Form bookings).
 - 13.6. **Gift Voucher** means a voucher or similar instrument purchased by you for the purpose of gifting a Program experience to another person. Gift Vouchers are valid for 3 years from the date of issue and are not redeemable for cash.
 - 13.7. **Liability Waiver** means our standard Exclusion of Liability, Release and Assumption of Risk document (as amended from time to time) or such other waiver or release we require in respect of the Program or the Site.
 - 13.8. **Motor Racing Competition Licence** means a licence issued to motorsport competitors by any motor racing sanctioning body.
 - 13.9. **Participant** means a person who participates or is nominated to participate in the Program.
 - 13.10. **Personnel**, in relation to a person, means their employees, agents and contractors.
 - 13.11. **Program** means the driver experience program selected by you at the time of Booking (or as set out in the Booking Form), which may include driving and/or being a passenger in vehicles determined by us under supervision of qualified instructors.
 - 13.12. **Program Date** means the scheduled date for the Program as confirmed in your Booking.
 - 13.13. **Site** means The Bend Motorsport Park, 543 Dukes Highway, Tailem Bend SA 5260, or such other site that the Program takes place in accordance with these Terms & Conditions.
 - 13.14. **Spectator** means an invitee of yours or of a Participant who attends the Site on the Program Date to observe the Program but does not participate.
 - 13.15. **Terms & Conditions** means these Driver Experience Program Terms & Conditions as published on our website (and as amended from time to time).
 - 13.16. **Vehicle Damage Waiver** means the limitation of liability arrangement described in clause 8.3.
 - 13.17. **we, us, our** means The Bend Motorsport Park Pty Ltd (ACN 609 932 685).
 - 13.18. **you, your** means the person making the Booking, whether for yourself as a Participant, as a gift for another person, or on behalf of a group of Participants.
- 14. Interpretation**
- In these Terms & Conditions:
- 14.1. words in the singular include the plural and vice versa;
 - 14.2. if a word or phrase is defined, its other grammatical forms have corresponding meanings;
 - 14.3. "includes" means includes without limitation;
 - 14.4. headings do not affect interpretation;
 - 14.5. a reference to legislation includes any subordinate legislation under it and any amendment or replacement of that legislation;
 - 14.6. dollar amounts or references to "\$" are to Australian Dollars (AUD).