



AUSTRALIA'S ULTIMATE DESERT RACE
KINGS BIRTHDAY WEEKEND June 9th to 12th 2023

ACCREDITED MEDIA

DISCLAIMER – EXCLUSION OF LIABILITY, RELEASE AND ASSUMPTION OF RISK

The 2023 Tatts Finke Desert Race is an off road, multi terrain two-day race for bikes, cars, buggies and quads through desert country from Alice Springs to the small Aputula (Finke) community (approximately 200km) held across 9 June – 12 June 2023 (**Event**).

All Accredited Media for the Event must comply strictly with the terms and conditions of the Media Accreditation and any information and instructions provided by the staff of the Event organiser Finke Desert Race Inc ABN 29 226 543 617 (**Finke**) and media manager TLA Worldwide (Aust) Pty Ltd (**TLA**) 36 603 385 575. The Event is sanctioned by the Motor Sport Australia Pty Ltd (**MSA**) and Motorcycling Australia Limited (**MCA**) and as such, all Accredited Media is required to comply with the respective terms and conditions of these bodies.

All Accredited Media acknowledge that as a condition of their Media Accreditation they must read and sign this Disclaimer in order to be able to attend the Event. In so far as Accredited Media refuse to comply with the terms and conditions of their Media Accreditation including signing this Disclaimer, the Accredited Media acknowledge that their Media Accreditation will not be approved, such refusal is in Finke and TLA's absolute discretion.

For the purposes of this disclaimer any reference to **Accredited Media** means the accredited media representative and their employer (if relevant).

DISCLAIMER, RELEASE AND INDEMNITY

In consideration of being provided the Media Accreditation and being able to attend or participate in the Event, I agree:

- (a) that the nature of the Event including the nature of the track and motor racing (including bikes, cars, buggies and quads) involves inherent and significant risks and dangers to persons attending the Event, and acknowledge that I have been warned that in attending the Event there is the possibility of an accident causing injury, death or property damage;
- (b) to attend or participate in the Event is at my own risk and acknowledge that the risks associated with attending or participating in the Event include, **but are not limited to**, the risk that I may suffer harm as a result of:
 - (i) bikes, cars, buggies and quads (or parts of them) colliding with other bikes, cars, buggies and quads or persons or property;
 - (ii) other attendees or participants acting dangerously or with lack of skills;

- (iii) high levels of noise exposure;
- (iv) acts of violence and other harmful acts (whether intentional or inadvertent) committed by persons attending or participating in the event;
- (v) the failure or unsuitability of facilities (including grand-stands, fences and guard rails) to ensure my safety;
- (vi) the nature of the terrain surrounding the Event track;
- (vii) failure of my communications systems including satellite phones and mobile phones running out of battery and/or no service areas; and
- (viii) dehydration due to extreme high temperatures during the day and/or hypothermia due to extreme low temperatures at night.

I agree to waive any rights or claims I may have now or at any time in the future against, and releases from all liability, not to sue and indemnify the Tatts, Finke, TLA, MSA, MCA, the promoters, sponsors, any team or driver, landowners and lessees, and other organisations connected to the Event and their directors, members, officers, employees, agents, representatives and contractors (together the **Associated Bodies**) for any claim, liability, personal injury, death, damage or loss of any kind that I may suffer or sustain as a result of and in connection with my attendance at the Event or my use of the Media Accreditation.

I further agree to indemnify the Associated Bodies against any claims by a third party for any claim, liability, personal injury, death, damage or loss of any kind suffered or sustained by that third party as a result of my act or omission while attending the Event.

MEDIA ACCREDITATION CONDITIONS

As a condition of my Media Accreditation, I acknowledge and agree:

- (a) No official timing, results or other data relating to the Event may be reproduced, stored in a retrieval system or transmitted in any form or by any electronic, mechanical, photocopying, recording, or broadcasting means or otherwise without the prior express written permission of the Finke except for reproduction by local, national or international press in regular publications on sale to the public or accessible on their corresponding authorised Internet sites.
- (b) I will not take moving picture images of the Event without the prior express written permission of Finke.
- (c) To comply with all reasonable instructions from all Officials (including Event Officials, Police, Emergency Service, Finke staff and TLA staff) at the Event and will ensure that at all times that I will remain in permitted or designated areas as advised by the Event throughout the course of the Event.
- (d) The Broadcasting Rights to this event are exclusively held by MSA including, without limitation, the rights to make or cause to be made a broadcast or recording of the Event. It is a condition of entry for all accredited media that there is no right to produce, transmit or exploit for commercial purposes any visual or audio-visual coverage of the Event without the Event Organiser's and MSA's written approval.
- (e) ***PHOTOGRAPHERS PLEASE NOTE:** Photographers may take still photographic images solely for customary editorial use in the print media (and their corresponding **authorised** Internet sites), and will be responsible for obtaining all necessary third party consents, as well as the prior express written permission of the Finke, for any non-editorial or commercial use of these still photographic images. I acknowledge and agree, and will do all things necessary to ensure, that any intellectual property rights in photographic images taken at the Event(s) will on creation vest in, and remain the property of, the Finke.

(f) Accredited Media **must not**:

- (i) sell, assign, transfer or license the copyright in photographs taken at the Event other than to another media organisation (and then always on the strict condition that such media organisation undertakes to only use the photographs for editorial purposes and undertakes not to sell-on or sublicense the copyright in such photographs, which condition shall be strictly enforced by the Accredited Media); and/or
- (ii) publish, disseminate or reproduce such photographs other than for editorial purposes (such as publication in the news section of a newspaper).

(g) ***USE OF ACCREDITATION**

- (i) Accredited Media attending the Event must wear the Accreditation and Vest (provided at Induction) at all times.
- (ii) Accreditation will only be valid together with a photo ID or other identification required as communicated by the Event host.
- (iii) Accreditation may only be carried and used by the approved Accredited Media and must not be assigned or transferred to any other person.
- (iv) Accredited Media are only allowed in the designated zones as displayed on the Accreditation or as communicated by Finke and TLA.
- (v) Accredited Media must behave in an orderly manner throughout the Event and follow any instructions of the Event host at all times.
- (vi) Accredited Media are accredited for the purpose stated in the Accreditation application and must not perform or carry out any additional role or function during the Event without the prior consent of the Event host and the appropriate Accreditation for that function being provided.

I acknowledge that:

- (a) I must attend the Media Safety Briefing and Media Accreditation Collection, currently scheduled for 10 June 2023 (or such other date and time as notified by TLA);
- (b) Prior to the Event, I will receive a 2023 *Tatts Finke Desert Race Media Kit (Information for Accredited Media)* from TLA, which I must ensure that I have read and understood prior to attending the Event;
- (c) Phone service is limited in the area that the Event takes place, and I will provide confirmation of my Telstra Mobile and/or Satellite Phone numbers below, or as soon as possible prior to the Event to TLA. If my number changes prior to the Event I agree to promptly provide TLA with my new Telstra Mobile and/or Satellite Phone number;
- (d) COVID-19 Coronavirus Declaration: In the 7 days prior to the Event, I have not:
 - (i) been diagnosed with COVID-19 or been in contact with anyone with a confirmed case of COVID-19;
 - (ii) attended any of the public exposure sites, risk locations or hotspots as notified by Australian State and Federal Governments (as applicable);
 - (iii) had or displayed any symptoms of COVID-19 including, but not limited to, fever, tiredness, dry cough, shortness of breath, aches and pains, nasal congestion, runny nose and sore throat;
 - (iv) if this declaration in relation to COVID-19 Coronavirus changes between the date I sign this Disclaimer and attending the Event, I will immediately notify Finke and TLA and follow all reasonable instructions issued by TLA;
- (e) I will adhere to any and all social distancing restrictions, COVID-19 coronavirus precautionary measures, guidelines and procedures as advised by Finke, TLA or the relevant Australian State and Federal Government at all times during the Event.

I acknowledge that I have read and understand this Disclaimer and that by signing this Disclaimer it is a legally binding agreement and I will abide by its terms.

NAME (please print): _____

SIGNED: _____

CONTACT NUMBER (TELSTRA MOBILE): _____

CONTACT NUMBER (SATELLITE PHONE): _____

ORGANISATION: _____

DATE: ____/____/____