

Terms and Conditions of Participation for the Continental Cars Driver Training Programme ("the Programme").

1. The organiser is Continental Cars of 40 Great South Road, Newmarket, Auckland, New Zealand ("the organiser").
2. The Programme is available to invited guests only. Each participant in the programme ("Participant") must use the online registration form to register in a Programme session ("the Event").
3. The cost of the participation is outlined on the registration form and is charged per Participant, per Event ("the Fee").
4. Each Participant in the Programme ("the Participant") must be the holder of a current full drivers' license, allowing the Participant to legally drive a vehicle on a public road within New Zealand. The Participant must provide evidence of this when registering online, and to the Organiser on location prior to participation in the Programme. Learner or restricted drivers are not permitted to take part in the Programme without prior approval from the Organiser.
5. Each Participant must be over 18 years of age and hold a full current New Zealand drivers license at the time of the participation in the Programme. If the Participant is not over 18 years of age then a Parent/Guardian will provide proof of their relationship/guardianship and will sign the waiver document for the minor, in addition to the minor signing.
6. Each Participant must complete the Organiser's Release of Liability and Indemnity Form on the day of the Event prior to participation in the Programme, agreeing to conditions including (but not limited to):
 - a. The Participant is the holder of a valid and current full drivers' license;
 - b. Participation in the Programme is at the Participants own risk and the Organiser, its servants, agents and contractors and all persons and companies which sponsor it will be released from liability for injury to or death of the Participant;
 - c. To follow the rules, conditions, directions and signs given or shown to Participants during the Programme;
 - d. Not to operate, drive or be in charge of any vehicle during the Programme whilst under the influence of any intoxicating liquor or any other drug(s) or substances which may affect the ability to drive;
 - e. To drive safely and not unnecessarily put themselves, any other person or property at risk of damage, death or injury;
 - f. To comply with all Health and Safety requirements and all other instructions of the Organiser, the Event Client and/or the Venue Owner/Venue operator, or their respective representatives, at all times, including the wearing of any safety clothing or equipment at all times whilst required;
7. A copy of the Indemnity Form may be obtained by contacting: drive@downforce.co.nz.
8. Registration must be made by an individual using the online registration form. The individual must select the Event that the individual wishes to attend, fully and properly complete the registration form. Tickets will not be allocated unless and until full payment has been received by the Organiser. Once full payment has been received by the Organiser, written communication will be sent by email confirming the ticket for the Participant, specific to the Programme they booked for.
9. Events are subject to maximum and minimum numbers of participants. Where ticket allocations for an Event have been exhausted an individual will not be able to purchase a ticket. Where minimum numbers are not met, the Organiser reserves the right to cancel the Event, or combine the Event with another session on the same date, or to hold the Event on another date. The Organiser will provide a refund where it cancels the Event, or where a Participant is unable to attend the re-scheduled date but otherwise will have no liability to any participant for failure to hold an Event, or for rescheduling any Event.

10. The Fee must be paid prior to participation in the Programme.
11. If a Participant intends to cancel his or her schedule attendance at the Programme then he or she must inform the Organiser in writing to Kim.Gibb@sdrgr.co.nz. If;
 - a. A written notice is received by the Organiser at least 1 month prior to the commencement of the Event for which that person has a ticket, the Organiser will provide the Participant with a full refund of the ticket price.
 - b. A written notice is received by the Organiser 1 month or less prior to the commencement of the Event which that person has a ticket, or fails to attend the Event for which that Participant has a ticket, no refund will be given.
12. The Organiser may, at its discretion, allow the Participant to reschedule a registration. The rescheduled date must be within 12 months of the original booking date. Clause 11 is no longer applicable when a course has been rescheduled by the Participant.
13. The Organiser may, at its discretion, allow the transfer of a registration to another individual. The individual must meet the restrictions for participation in the Programme listed at clauses 4 and 5.
14. The Organiser, in its absolute discretion, reserves the right to verify the details of any Participant and refuse registration of any Participant whose registration is not in accordance with these Terms and Conditions.
15. The Organiser will arrange suitable catering of the Organiser's choice for a Participant. Should a Participant opt to bring with him/her one additional person to view and not participate in the Event, the Participant must notify the Organiser in writing to Kim.Gibb@sdrgr.co.nz at least 7 days prior to the Event if catering will be required for such additional person. Subject to the Participant providing such 7 days notice, catering (of the Organiser's choice) shall be provided for such additional person subject to the Participant paying an additional cost as required by the Organiser for such additional catering. Written notice of any special dietary requirements must be provided by the Participant at least 7 days prior to the Event.
16. The Organiser reserves the right to cancel any Event or the Programme at its sole election and refund the Fee (if paid), however the Organiser will not in any other way be liable to any party in respect of the cancellation of the Event or the Programme.
17. All care has been taken to ensure all information on this website related to the Programme is accurate but it is hosted by a third party, and to the maximum extent permitted by law the Organiser takes no responsibility and accepts no liability whatsoever for any incorrect or inaccurate information or any difficulty experienced by any person attempting to register for the Programme.
18. The Organiser, in its absolute discretion, reserves the right to terminate a Participant's participation in the Programme or any Event at any point prior to the commencement of or during the Programme/Event if the Participant is considered to be acting in a manner which may endanger the safety of any persons or property.
19. The Participant consents to the filming and recording of his/her involvement in the Event. By doing so it is also agreed by the Participant that;
 - a. The resulting footage/recording can be used by the Organiser for such of its promotional purposes as it desires and in such advertising mediums as it may use from time to time;
 - b. The intellectual property rights of the resulting footage/recording are the Organisers sole property.

- 20. Weather** – For this event, the ‘Plan A’ dates are scheduled for 24 and 25 June 2020. ‘Plan B’ dates are scheduled for 1 and 2 July 2020. The concept of Plan A and B dates is to allow postponement in case of a significant weather event looking likely to disrupt one or both event days.
- a.** Dates will only be postponed if a significant weather system is likely to disrupt the event. In case of possible periods of showers at stages of the event, the event will proceed. Judgement of this is solely at the discretion of the organiser. If only one of the two event days is likely to be significantly weather affected, the organiser shall make a decision on whether to proceed with the event.
 - b.** For 24-25 June, a final decision will be made on Friday 19 June at 4pm relating to whether the Plan A dates will proceed.
 - i. If the Plan A dates proceed, an email will be sent confirming this shortly after 4pm on 19 June.
 - ii. If the Plan A dates are to be postponed, an email will be sent shortly after 4pm on 19 June advising that the Plan A dates are not going ahead and the Plan B dates are now the planned event date. All participant registrations and fees will be transferred to the Plan B dates, unless the participant has notified the organiser at the time of booking that they are unable to participate in the Plan B dates in which case a refund will be made to the participant.
 - c.** If the event is deferred to the later dates of 1 to 2 July 2020, a final decision will be made on Friday 26 June at 4pm relating to whether the Plan B dates will proceed.
 - i. If the Plan B dates proceed, an email will be sent confirming this shortly after 4pm on 26 June.
 - ii. If the Plan B dates are to be cancelled, an email will be sent shortly after 4pm on 26 June advising that the Plan B dates are not going ahead, which in turn will result in full cancellation of the event, and a full refund to each participant of all of their registration fees.