

Red Bull Air Race 2010 Perth Challenge – Win a trip for two to Perth for the Red Bull Air Race (RBAR)

Terms and Conditions

1. By entering into the prize draw, entrants will be deemed to have read and agreed to abide by these conditions.
2. Instructions on how to enter this competition and other details contained within the advertising material for this prize draw form part of these Terms and Conditions.
3. Competition entry is limited to Australian residents only. Entrants must comply with the height and weight restrictions as specified by the Red Bull Air Race officials, in order to be able to claim the Aerobatic Flight prize components.
4. Employees of the organisers, their agencies and other entities associated with this competition together with their immediate families and members of the household of those persons are not eligible to enter.
5. Entrants can enter the online competition and will be able to electronically refer other people to the competition. For each person electronically referred, an additional entry for the referring entrant will be created.
6. Entrants under the age of 18 must obtain the prior permission of a parent or guardian over the age of 18 to enter.
7. The online competition may include security components that permit the rules and functionality of the competition to be protected. An entrant or any other person may not attempt to override or circumvent any of the competition rules or embedded security components. Any attempt to do so will result in Tourism Western Australia removing the offending competition entry from the competition.
8. The promoter is Tourism Western Australia, 2 Mill St, Perth WA 6000. Australian Business Number 95 468 665 668.
9. The competition starts on **Monday 1st March 2010** and closes on **Sunday 28th March 2010**.
10. To enter, consumers must complete the online entry form found at the URL <http://www.perthchallenge.com.au>

11. All entries will become the property of Tourism Western Australia and Red Bull Air Race, who reserve the right to use any entry in future marketing promotions or campaigns.
12. The major prize winner will be electronically drawn at random from the competition database at the offices of Salmat Interactive, Level 17, 100 Arthur Street, North Sydney NSW 2060 at **12.00pm Eastern Standard Time on Wednesday 31st March 2010**. The first valid entry drawn will be deemed the winner and receive:
 - 2 x Return Economy Class air tickets from the winner's nearest Australian capital city to Perth;
 - 3 x Nights accommodation in a Four Star Hotel in Perth City. Check-in Friday 16th April and out Monday 19th April;
 - 2 x Aerobatic Flights in a two-seater Red Bull Air Race plane**
 - Double Pass to the High Flyers Lounge on Saturday 17th and Sunday 18th April;
 - Opportunity to meet Australian pilot Matt Hall
 - Merchandise Pack

Major prize value is up to a maximum of \$4,900.

**Note: the Aerobatic Flights do not fly through the same course as the Red Bull Air Race event (over the Swan River) and the two flights do not take place at the same time as this is against CASA regulations.

13. If the winner is under the age of 18 as at the date of the draw, an adult must accompany the minor in the participation of the prize.
14. Flights are valued at full economy (Y) Class levels. Flights are subject to seat availability at the time of booking, are non transferable and are non-redeemable for cash. Changes to flight details once booked will incur a cancellation fee per traveller at the expense of the prize winner/travelling companion.
15. The prize winner and travelling companion must travel at the same time and must depart from the same regional or national airport within Australia.
16. The prize component does not include any taxes and surcharges that are additional to the price of the air ticket. The prize component also does not include travel insurance, health insurance, personal expenses, meals, ground transportation (unless otherwise stated) and any other costs of a personal nature not stated. Compliance with any health or other government requirements is the responsibility of the prize winner and his/her nominated travel companion.

17. The winning entrant must abide by all terms and conditions and safety regulations as advised by the organisers in order to redeem any prize pertaining to this competition.
18. By accepting the prize, the prize winner agrees to provide images and testimonials of their event experience should the Promoter request it. The information will be used for promotional purposes.
19. A credit card imprint or cash deposit may be required from the winner at check-in to the hotel, for all incidental charges. Once accommodation vouchers are issued they are non-changeable.
20. The Promoter reserves the right to refuse to allow a prize winner/travelling companion to take part in any or all aspects of the prize, if the Promoter determines, in its absolute discretion, that a prize winner/travelling companion is not in the mental or physical condition necessary to be able to safely participate in the prize. It is a condition of accepting the prize that the prize winner/travelling companion may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.
21. In the event that for any reason whatsoever a prize winner does not take an element of the prize at the time stipulated by the Promoter then that element of the prize will be forfeited by the prize winner and cash will not be awarded in lieu of that element of the prize.
22. It shall be a prior condition of participating in the Red Bull Air Race Aerobatic Flight:
 - an entrant sign a Disclaimer form provided by the Organisers and in favour of the Organisers and others waiving absolutely any and all rights to sue, including rights to sue in respect of death or personal injury (to the extent permitted by law). A copy of the Disclaimer Form has been provided with these terms and conditions and can be posted on request. Requests should be sent to the Organiser and should include a stamped addressed envelope for return;
 - an entrant disclosing such other information as the Organisers may require, including but not limited to current status of health, accurate height and weight measures, any current or repetitive injuries or any injury based insurance claims.
23. The Winning Entrant shall, during the Event, be subject to and shall comply with:

- the directions of any Red Bull Air Race Event representative; and
- the Regulations of the event, which shall be supplied to the winning entrant prior to claiming the prize.

24. The Red Bull Air Race Team and / or Tourism Western Australia shall be entitled at any time during the Event to withdraw the Aerobatic Flight Prize Component without consulting the winning entrant or providing any reason to the winning entrant.

25. At the conclusion of the Event or upon the withdrawal of the Aerobatic Flight Component from the event, whichever first occurs, the winning entrant shall deliver up to the Red Bull Air Race Team and / or Tourism Western Australia representative any equipment belonging to it including any safety equipment, flight suits and helmet.

26. SAFETY RULES **AIR RACING IS DANGEROUS**

- The first rule of safety is to check, re-check, double check. Aerobatics is one of the safest types of flying but safety must ALWAYS come first. Please adhere strictly to the following rules:
- Be on time and be prepared! If you are late you will miss the personal safety briefing with the pilot.
- Empty ALL your pockets. Tiny objects can become lethal when flying acrobatic. Please leave behind all loose items like coins, pens, keys, earrings, mobile phones etc. Make sure all your pockets are EMPTY and fasten all your zips! Cameras are NOT allowed on board during your flight!
- NO SMOKING near the aircraft
- NEVER cross in front of an aircraft. A turning propeller is almost invisible and is very dangerous. The only place where you are



allowed to be is the green area of the aircraft.

- Please take care when you are walking to the back of the aircraft. On the tip of the wing there is the so called 'sighting device', which is very fragile but one of the most important devices for the pilot!
- Orientation. It is very important to try and stay orientated during your flight. The horizon is your best friend. The Pilot will explain

which direction you have to look. This can be your left wing, forward or looking up to see the horizon appearing from behind.

- G-Force. During this flight you will experience the acceleration of gravity and the pressure of G-forces. When the aircraft is flown vertical, or pulled out of a loop, the G-force will increase. The pilot will talk you through the manoeuvres and will tell you when to strain your muscles. A short compression of the muscles in your arms, legs and abdomen is enough. Try to avoid turning your head when you are experiencing the acceleration of Gforces. If we fly upside down completely RELAX. NO Straining. Try and ENJOY the view!
- Weather. It is possible to fly aerobatics in almost any weather conditions. Only when the visibility is extremely poor or when there is too much rain will we cancel the flight. Please remember to take sunglasses with you and if it is very sunny a cap should be worn.
- Shoes. NO high heels. All other shoes are fine.

In exchange for being able to attend or participate in the event, (and as a condition of the issue of entry), you agree:

- to release the Civil Aviation Safety Authority Ltd ("**CASA**"), Red Bull Air Race GmbH and Tourism Western Australia, the Minister for Tourism and the Government of Western Australia, promoters, sponsor organisations, land owners and lessees (of land used for the event), organisers of the event, their respective servants, officials, representatives and agents (collectively, the "**Associated Entities**") from all liability for your death, personal injury (including burns), psychological trauma, loss or damage (including property damage) ("**harm**") howsoever arising, whether from negligence or otherwise, from your participation in or attendance at the event, except to the extent prohibited by law;
- that CASA and the Associated Entities do not make any warranty, implied or express, that the event services will be provided with due care and skill or that any materials provided in connection with the services will be fit for the purpose for which they are supplied; and
- to attend or participate in the event at your own risk.

You acknowledge that:

- the risks associated with attending or participating in the event include the risk that you may suffer harm as a result of:
- Aeroplanes (or parts of them) colliding with other Aeroplanes, persons or property;

- acts of violence and other harmful acts (whether intentional or inadvertent) committed by persons attending or participating in the event; and
- the failure or unsuitability of facilities (including grand-stands, fences and guard rails) to ensure the safety of persons or property at the event; and
- Air Racing is dangerous and that accidents causing harm can and do happen and may happen to you.
- 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 CASA and the Associated Entities.

27. The prize must be taken as stated and no compensation will be payable if the winner is unable to use it as stated. The major prize is not redeemable for cash and the prize cannot be transferred to any other person, unless agreed to by the Promoter. There can be no changes made to travel arrangements once tickets are issued.

28. The prize must be taken on Friday 16th April 2010 with the Aerobatic Flights also taken on Friday 16th April 2010 or as advised by the Promoter and return flights on Monday 19th April 2010.

29. Every reasonable effort will be made to notify the winner by **Friday 1st April 2010**. The winner will be contacted on the email that was provided as a part of the entry form, in writing, published on <http://www.perthchallenge.com.au> and advertised in The Australian Newspaper on Wednesday 7th April 2010.

30. Should an entrant's contact details change during the promotional period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.

31. Should the winner not claim their prize before 5pm Friday 9th April 2010 it will be re-drawn at 9am on Monday 12th April 2010, and a new winner will be selected. The draw will take place at the offices of Salmat Interactive, Level 17, 100 Arthur Street, North Sydney NSW 2060 Australia subject to regulatory authority.

32. Tourism Western Australia, Red Bull Air Race or suppliers of prizes accept no responsibility for any accident, loss, injury or damage to any individual or property arising out of or after the prize draw.

33. Where entrants have given their consent on the entry form, information collected from the entries may be used by Tourism Western Australia, Red

Bull Air Race and industry partners for future marketing and promotional purposes.

34. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

35. The Promoters' decision will be final and cannot be contested. No correspondence will be entered into.

Permit numbers:

NSW – LTPS/10/01582 ACT - TP 10/00748.1