



Current at 1st January 2022

Down Under Rally Pty Ltd ACN 603 051 234
Terms & Conditions of entry in any Down Under Rally

RECITALS

- A. The Principal is Down Under Rally Pty Ltd ACN603 051 234, an Australian registered company (hereinafter referred to as 'DUR').
- B. DUR facilitates events relating to the sailing of yachts at various times and at planned rally departure & destination ports (hereinafter referred to as the "Down Under Rally").
- C. It is a condition precedent that any person or any person associated with such person who wishes to participate in a "Down Under Rally" (hereinafter referred to as "the participants"). The participants participating in a DUR event can only lawfully do so subject to the terms and conditions herein contained

1. Definitions and interpretation

a. Definitions

The following words have these meanings unless the contrary intention appears.

DUR means Down Under Rally Pty Ltd ACN 603 051 234.

Event has the same meaning as 'Rally'.

Participant means any registered persons or entity in a DUR event, including but not limited to the captain and/or owner of the vessel, all members of the crew and any other persons on a vessel which is partaking in a DUR event either directly or indirectly.

Rally means a place or places where participating vessels will rally or muster for the purpose of planned events.

Vessel means any boat, craft, yacht, ship or similar motorised water vehicle. For the purposes of this document the term Vessel and Yacht shall have the same meaning.

b. Interpretation

Reference to:

- a) one gender includes each other gender;
 - i. the singular includes the plural and the plural includes the singular;
 - ii. a person includes a body corporate;



- iii. a party includes the party's executors, administrators, successors and permitted assigns;
 - iv. a statute, regulation or provision of a statute or regulation ("Statutory Provision") includes:
 - that Statutory Provision as amended or re-enacted from time to time; and
 - a statute, regulation or provision enacted in replacement of that Statutory Provision; and
 - v. anything after the word "include" does not limit what else is included.
- b) All monetary amounts are in Australian dollars, unless otherwise stated.
 - c) If a participant consists of more than one person, these Terms and Conditions bind each of them jointly and each of them severally.
 - d) Headings are for convenience only and do not form part of these Terms and Conditions or affect its interpretation.
 - e) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.

2. Vessel Type & Size

All DUR Rallies are open to sailing mono hulled, multi hulled vessels, motor launches) mono and multi hulled) with a minimum LOA of 32.8 ft. (10 m).

The maximum LOA of multi hulled vessels is 60 ft. (18.29 m) and 70 ft. (21.5m) for mono hulled vessels.

All measurements are based on the length on deck and do not include bowsprits, pulpits, self-steering gears or externally hung rudders.

At the discretion of the DUR, vessels that do not comply with the above description may join DUR rallies if DUR resolves that the participation of such non-complying vessel would contribute to the objectives of the event or that it would be beneficial for practical considerations determined at the sole and unfettered discretion of DUR.

3. Minimum Equipment Level's for vessels participating in any Down Under Rally

As a pre-condition to entry into any DUR event, the participant must have the following minimum equipment:

- a) A purpose made life raft or life rafts with sufficient places to accommodate all members of the crew. The life raft or life rafts must be to ISO 9650-1 Ocean standard and have an automatically inflating canopy. In an emergency, the stowage of the raft(s) must allow it (them) to be launched within 2 minutes. The raft(s) must have and retain a valid certificate for the duration of the rally.



- b) An Emergency Position Indicating Radio Beacon. A floating SOLAS approved satellite EPIRB transmitting on 406MHz, registered with the national maritime authority of country of the registration the vessel.
- c) At least one AIS Class B transponder.
- d) A Hand-held VHF radio transceiver with waterproof cover.
- e) Securely fitted lifelines – Securely fitted jackstays – Buckets (at least four) of stout construction and fitted with lanyards; with a capacity of at least 2 gallons (9 litres).
- f) A Hacksaw and spare blades, bolt croppers or suitable method for cutting away the rigging in case of an emergency.
- g) Fire extinguishers (at least two).
- h) Fire blanket secured near the galley.
- i) Manual bilge pump that can be operated from the cockpit.
- j) Operational navigation lights that comply with the International Regulations for Preventing Collision at Sea. Two independent sets of navigation lights are required, both a set of bow and stern lights, and masthead tricolour navigation lights. Spare bulbs for all lights must also be carried aboard the vessel.
- k) An Emergency tiller capable of being fitted and secured to the rudderstock, or an alternative steering arrangement.
- l) Lifejacket/PFDs & Harnesses: Equipped with a whistle, a light, yacht name, retro-reflective tape, a crotch strap and a safety line not more than 2 metres long with a snap hook at each end. There shall be a lifejacket/combined harness provided for each member of the crew
- m) A set of in date flares, as stipulated by SOLAS, stowed in a watertight container, with a minimum of: 2 red parachute flares – 4 red hand flares – 4 white hand flares – 2 orange smoke signals.
- n) One lifebuoy, or man overboard device, equipped with a whistle, drogue, a self-igniting light and a pole and flag.
- o) At least one lifebuoy with the vessel's name on it and fitted with marine grade reflective material.
- p) A tender with oars or paddles.
- q) Either a functioning SSB radio or functioning Satellite communicator with capability of sending and receiving email whilst at sea.
- r) Softwood plugs – securely attached adjacent to each fitting to enable any through hull fitting to be closed off
- s) A Category 1 Offshore First aid kit , medications and user manual.
- t) A Foghorn.
- u) It is essential that the name of the vessel must appear on the life raft, lifebuoys, emergency container and all life-jackets.
- v) A suitably equipped emergency waterproof container capable of floating when full to be used in case the vessel is abandoned. This must be stowed near the companionway. (It is recommended that on passage, the passports of the crew and ship's papers are stowed in this container).



- x) Vessels must be fitted with permanent accommodation, navigation station, and galley and toilet facilities.
- y) Vessels must carry all necessary navigational equipment for offshore passage making as well as the safety equipment stipulated in safety regulations relevant to the event.

DUR does not carry out Safety Inspections. The safety of the vessel, captain and crew is the sole responsibility of the captain. The captain certifies and declares by submitting the DUR registration / entry form that the participant, its vessel, and its captain and crew are cognisant of and comply fully with the requirements contained herein.

The requirements referred to above do not override or exclude any specific safety requirements stipulated by the authorities having jurisdiction over the vessel in question in the country of registration of the vessel.

In addition to the minimum requirements set forth above the following requirements also apply to all vessels participating in any Down Under Rally;

- a) All equipment aboard the vessel must: -
 - i. Function properly
 - ii. Be easily accessible
 - iii. Be of a type, size and capacity suitable and adequate for the intended use and size of the vessel and the number of persons being carried aboard the vessel.
- b) It is the responsibility of each captain to ensure that at all times, both before & during the rally that safety equipment is and has been regularly serviced in a manner that is consistent with the requirements and recommendations of the manufacturer of the equipment and that such servicing is carried out on or before the Manufacturer's recommended/required due date for servicing
- c) All heavy items, including but not limited to; batteries, gas containers, toolboxes and cookers must be firmly secured against possible knockdown or capsize.
- d) The companionway washboards shall be capable of being secured in position, both from outside and inside.
- e) Drinking Water supply. A minimum amount of drinking water shall be carried on each vessel. The owners of boats equipped with water makers should ensure that they carry an adequate reserve of water at all times
- f) The captain of any vessel has the sole responsibility to ensure that all necessary safety precautions are taken in respect of his or her vessel and crew.



4. Insurance

The vessel owner must insure in the name of the vessel owner and maintain such insurance for the duration of any DUR event on terms set out below:

- i. Public liability insurance for at least \$5,000,000.00;
- ii. Property damage for the market value of the vessel;
- iii. Third party property insurance; and
- iv. Other insurances required by law or which, in DUR's reasonable opinion, a prudent participant would take out in connection with its participation in a DUR event.

DUR reserves the right to decline the entry of any participant into a DUR event should the participant fail to comply with the provisions of this clause.

5. Risk, indemnity and release

a. Acknowledgement of risk

The participants and each of them acknowledges that a Rally event has many unpredictable inherent risks and hazards and as a consequence, injury, loss and/or death can occur and the participants and each of them further acknowledge that they have considered and accepted the risks and dangers associated with participating in the Rally, are participating freely in it, and have not relied on any representation, advice, statement or information of any kind provided by or on behalf of DUR its employees, directors or agents.

b. Participant's release and indemnity

The participants and each of them assumes and accepts all risks associated with participating in the rally and to the fullest extent permitted by law, releases DUR, its employees, directors and agents from any liability, loss, claim, damages, costs and expenses arising from or incurred in connection with:

- a) Any damage, loss, injury or death suffered by the participant;
- b) Any loss or damage whatsoever to the participant's vessel, property or possessions; or
- c) Any other reason whatsoever.

The participants and each of them hereby indemnifies and keep indemnified DUR, its employees, directors and agents against any actions, claims, demands, causes of action, prosecutions or proceedings whatsoever which may arise from, or in relation to:

- a) The route chosen by each participant from one checkpoint to another;
- b) Any acts, events, occurrences or omissions of the participant during the Rally;
- c) The participant's participation in the rally;



- d) The participant's failure to comply with these terms and conditions;
- e) Any damage, loss, injury or death to, or caused or contributed to by the Participant; or
- f) Any other reason whatsoever.

c. Vessel owner's release and indemnity

The vessel owner acknowledges that he/she/it has strict responsibility to ensure that the captain and crew on board its vessel possess the level of experience and competency necessary to ensure at all times the safety of the vessel and the people aboard.

The vessel owner, the captain and/or any other persons concerned aboard the vessel have the joint and several responsibility for liability for any damage that occurs to persons and/or property, both on shore and at sea, as a consequence of participating in any way in any DUR event and the decision to start or continue to participate in the Rally shall be the sole responsibility of the captain and/or owner concerned.

The vessel owner assumes and accepts all risks associated with participating in the rally or allowing its vessel to participate in the rally and to the fullest extent permitted by law, releases DUR, its employees, directors and agents from any liability, loss, claim, damages, costs and expenses arising from or incurred in connection with:

- a) Any damage, loss, injury or death suffered by the vessel owner or any of the participants;
- b) Any loss or damage whatsoever to the owner's vessel, property or possessions; or
- c) Any other reason whatsoever.

The vessel owner hereby agrees to indemnify and keep indemnified DUR, its employees, directors and agents against any actions, claims, suits, demands, causes of action, prosecutions or proceedings whatsoever which may arise from, or in relation to:

- a) The route chosen by each participant from one checkpoint to another;
- b) Any acts, events, occurrences or omissions of the participants or any of them during the Rally;
- c) The participant's participation in the rally;
- d) The participant's failure to comply with these terms and conditions;
- e) Any damage, loss, injury or death to, or caused or contributed to by the Participant; or
- f) Any other reason whatsoever.



6. Refunds of rally entry fees and or deposits

Deposits paid on rally entry fees are non refundable.

Unless otherwise stated in writing the rally entry fee is non refundable. The fee paid for rally related events **may at the absolute discretion of the DUR** be refunded up to 30 days prior to the event. The maximum refund paid will be no more than 50% of the total rally entry paid. After this date, no refunds will be considered. The rally organizer reserves the right to inspect any vessel and cancel the participants rally entry if the vessel is deemed by DUR to be unsuitable in which case DUR shall fully refund all rally fees. This on line merchant is located in Australia.

7. Reservation

DUR reserves the right to modify these Terms and Conditions in its absolute discretion. DUR will endeavour to notify participants of any modified Terms and Conditions as soon as is practicable. All Participants and each of them shall be deemed to have accepted any modified Terms and Conditions by participating in the Rally.

8. Governing law and jurisdiction

The law of the State of Queensland governs these Terms and Conditions. The participant submits to the non-exclusive jurisdiction of the courts of the State of Queensland and the Federal Court of Australia.

9. Media rights and restrictions

Conditions of entry include the requirement that the owner or charterer of the boat and all crew members:

- a) Acknowledge that the Down Under Rally Pty Ltd owns all media rights to any Down Under Rally or event and may exercise those rights as it sees fit.
- b) Grant Down Under Rally Pty Ltd the unconditional, perpetual right and authority to publish and broadcast anywhere in the world, for any purpose and in any media, the names, images and biographical information relating to the crew as well as photographs, video footage and audio recordings taken of the boat and its crew prior to, during and after the rally.

10. Acknowledgment

I/we, the participant agree to be bound by the safety regulations, entry conditions and to indemnify Down Under Rally, its organizers, its sponsors and all associated organizations and yacht clubs from any responsibility in regard to myself, my crew and vessel during the course of this event.

I/we further certify that by reason of my/our agreeing to the terms and conditions relating to the rally entry, I/we, hereby certify that I/we have read and understood the minimum equipment level requirements that are part of the rally entry terms & conditions and declare that the participants and each of them including but not limited to the owner, the captain and the crew and the vessel fully comply.

I/we, the participant declares that to the best of my/our knowledge the information given on this entry form is true and correct, and that the vessel and that the captain and crew are suitable and capable of the undertaking participation in the Rally.

I/we, the participant, further agree to abide by all instructions given at briefings and to do or undertake no actions of any kind whatsoever which shall or tend to bring the Down Under Rally, the organizers, their sponsors, associated clubs or officials into disrepute.

I/we, the participant hereby state that before submitting this form I/we have read and fully understood the contents hereof and hereby unconditionally accept total responsibility for the safety of the vessel and crew and for all matters concerning the vessel and crew whilst at sea and/or in port