



## Australian Supercross Championships

### SUPPLEMENTARY REGULATIONS

ROUND:	DATE:	VENUE:	MA PERMIT	IMN
One	13th October 2012	Dubbo NSW	MA 1144	297/25
Two	27th & 28th October 2012	Phillip Island VIC	MA 1145	297/34
Three	10th November 2012	Toowoomba QLD	MA 1146	297/26
Four	17th November 2012	Newcastle NSW	MA 1146	297/27

Arenacross Supplementary regulations are also available on line dates are:

ROUND:	DATE:	VENUE:
One	14th October 2012	Dubbo NSW
Two	11th November 2012	Toowoomba QLD
Three	18th November 2012	Newcastle NSW

#### EVENT CONTACT

International Entertainment Group (IEG)  
P.O. Box 9087, Seaford, 3198  
Phone: 03 9785 2786  
Email: [info@australiansupercross.com.au](mailto:info@australiansupercross.com.au)

#### EVENT KEY OFFICIALS

Steward	TBA
Clerk of Course	Shane Fraser
Race Secretary	Darlene van Slooten
Ass Race Secretary	Donna Pearce
Race Director	Gerard Toohey

# Contents

1	Announcement.....	3
2	Jurisdiction.....	3
3	Event officials.....	3
4	Entries.....	3
5	Entry fee.....	3
6	Entry passes.....	3
7	Insurance.....	3
8	Medical Services.....	3
9	Scrutineering.....	3
9.1	Scrutineering Times.....	3
9.2	Series art work on font plates.....	3
9.3	Eligibility.....	4
10	Sign-On.....	4
11	Classes of Competition.....	4
12	Junior Control Tyre.....	4
13	Entries to Constitute a Class.....	4
13.1	Constitute a Class.....	4
13.2	Insufficient Entries.....	4
14	Starts.....	4
15	Race Format.....	4
15.1	Last Chance Qualified (LCQ).....	4
16	Event Schedule.....	4
17	Series Champions.....	4
18	Awards and Prizemoney.....	5
18.1	Seniors.....	5
18.2	Privateer Contingency.....	5
18.3	Juniors.....	5
19	GST.....	5
20	Presentations.....	5
21	Machines and Riders.....	5
22	Riding Numbers.....	5
22.1	Series art work on font plates.....	5
22.2	Red Plate.....	5
23	Grid Positions.....	5
23.1	Timed Qualifying.....	5
23.2	Gate Pick.....	5
24	Riders' Briefing.....	5
25	Circuit Description.....	5
26	Track inspection.....	6
26.1	Track Dissatisfaction.....	6
27	Facilities.....	6
28	Noise.....	6
29	Anti-Doping Policy.....	6
30	Drug and Alcohol Testing.....	6
31	Code of Conduct.....	6
32	Admission Charges.....	6
33	Discipline Specific Information.....	6
34	Promotional Staff.....	7
34.1	MotoGP World Championship.....	7
34.2	Written Approval.....	7
35	Commercial Signage.....	7
36	Track Locations.....	7
36.1	Round 1 - Morris Park Speedway Dubbo.....	7
36.2	Round 2 - Phillip Island Circuit.....	7
36.3	Round 3 - Toowoomba Showgrounds.....	7
36.4	Round 4 - Newcastle Showgrounds.....	7

## 1 Announcement

International Entertainment Group, hereafter called the IEG will conduct Australian Supercross Championships (ASX) for Pro Lites, Pro Open, Under 19s and support classes Junior Lites 14 to under 16 years, 14 –u16 year 85cc &150cc 4 stroke BW at the venues and dates listed on page 1 on these regulations.

## 2 Jurisdiction

The abovementioned meeting has been authorised by Motorcycling Australia which has issued the Motorcycling Australia Permit Number listed on page 1 of these regulations and is open to holders of current Motorcycling Australia Senior National Supercross Endorsed and Junior National Supercross Endorsed Licences. Riders with licenses issued by other Federations and an FIM license are eligible to enter, provided they have a Start Permission from their Federation and have insurance to FIM standard.

The meeting will be held in accordance with the current General Competition Rules (GCR's) contained in the Manual of Motorcycle Sport, these Supplementary Regulations, and any final instructions approved by Motorcycling Australia. By entering this meeting all parties agree to comply with these rules, regulations, by-laws and instructions.

## 3 Event officials

The following officials will be overseeing the meeting:

Steward	[MA Appointment]
Clerk of Course	Shane Fraser
Race Secretary	Darlene van Slooten
Ass race Secretary	Donna Pearce
Scrutineer	TBA
Race Director	Gerard Toohey

## 4 Entries

Entries are now open and close last mail

- Round one & Series Wednesday 3rd October 2012
- Round Two Friday 19th October 2012
- Round Three Friday 2nd November 2012
- Round Four Friday 9th November 2012

Late entries will not be accepted.

In the case of postponement or abandonment of the meeting, all or any part of the entry fee may be retained by the IEG, if such retention is approved by Motorcycling Australia.

Only entries received on the official entry form that is accompanied by the correct fee will be accepted.

Entry fees will only be refunded if a rider informs IEG, in writing, 10 days before the event. A medical certificate is required if a rider withdraws less than 10 days before the event. IEG reserves the right to deduct an administration fee from any such refund if this is approved by MA.

## 5 Entry fee

Inclusive of MA Levy and Medical levy

Class	Series	Round
Pro Open	\$800	\$200
Pro Lite	\$800	\$200
Under 19s	\$800	\$200
Jnr Lites	\$600	\$150

85/150BW	\$520	\$130
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Series entries will be given preference to round entries

Payment by cheque or credit card only. Any fees for dishonored cheques will be the responsibility of the entrant.

Credit Card payments will incur a 2% processing fee. Please add 2% onto the total payment amount

Cheques and Money Orders are to be made payable to the International Entertainment Group Pty Ltd.

Please include a self addressed stamped envelope for confirmation of entry, the issuing of entry passes and any final instructions.

## 6 Entry passes

IEG will be responsible for the issuing of all personnel accreditation for the Series and any of its rounds which it may provide or withhold in its discretion and on such terms as it sees fit.

Each person issued with an IEG pass or Meeting admission ticket must abide by the terms and conditions set out in the IEG "Accreditation Application Form".

Acceptance by any person of the IEG pass or Meeting admission ticket is an acknowledgment by that person that such person has read, understood and will abide by the terms and conditions of the IEG pass.

All passes issued by IEG remain the property of IEG and may be withdrawn at any time.

- Series entries will receive 3 passes per rider entered.
- Round entries will receive 2 passes per rider entered.
- Teams will need to order their additional passes prior to October 5th, on the teams' accreditation application.

## 7 Insurance

National Personal Accident Scheme provides basic cover for death and permanent disability.

Ambulance Insurance is compulsory for licensees.

It is strongly recommended that competitors give consideration to taking out weekly benefits insurance.

## 8 Medical Services

Suzuki Racesafe medical facility and team will be present at all rounds of the Series in 2012.

A Civil Ambulance will also be in attendance at all times.

A \$40 per round medical fee will be charged to each rider.

## 9 Scrutineering

### 9.1 Scrutineering Times

Scrutineering times will be in the final instructions. Scrutineering for all competitors will be under the self-scrutineering as per 2012 GCR 12.2.1.2.

Current competition licenses must be presented, licenses must be Supercross Endorsed.

### 9.2 Series art work on front plates

The series designed art work must be on the top of all front number plates. Artwork will be available upon request

### 9.3 Eligibility

Eligibility checks (including full riding gear spot checks on the dummy grid) can take place at any time during the meeting. Machines which suffer accident damage in practice or race sessions must be re-presented to the scrutineer before participating again.

In addition to supervising the pulling down and checking of machines after official protests have been received by the Clerk of Course in accordance with the GCRs, the Steward can order that any machine be measured and if this occurs the Scrutineer will supervise a team member to pull down any machine that has taken part in the event. Failure to comply with this rule will result in automatic exclusion from the event results.

Machines will not be sealed for later checking after the event. All machines that are to be pulled down and scrutineered will have this process take place at the circuit before the machine is released by the Scrutineer.

A member of the Rider's team must be available at all times to carry out the strip down under the control of the Scrutineer. Failure to comply with this rule will result in automatic exclusion from the events results.

## 10 Sign-On

Details of sign-on will be outlined in the final Instructions.

Riders under the age of 18 MUST have their parent/legal guardian present with them at sign in, if not accompanied by parents, must have a guardianship form filled out prior to the event and presented at sign in. The guardian must be over 18 years and have ID.

## 11 Classes of Competition

### Australian Championship Classes

- Pro Open – 255cc and over 4 stroke 250cc and over 2 stroke (2 stroke permitted to ride one(1) class only)
  - Pro Lites – up to 250cc 2 or 4 stroke (2 stroke permitted to ride one(1) class only)
  - Under 19s - up to 250cc 2stroke or 4stroke
- 1) The under 19 Australian Supercross Championship will be for riders from 15 years to under 19 years. A rider's age on 1st January will determine their age for the Championship. 15 year olds may participate provided they meet the following criteria:
    - a) **Satisfy their SCB of their competence,**
    - b) **State legislation will override these rules where applicable.**
  - 2) Riders who turn 15 before the first round of the Under 19 Australian Supercross Championship may place an entry for the series provided they meet the criteria above. If they do they will be deemed to have moved up an age group.
  - 3) 15 year olds will compete with an endorsed MA National Junior licence.

### Support National Classes

- Junior Lites – 14 to under 16 years, up to 150cc 2 stroke & up to 250 4 stroke,
- 85cc & 150cc 4 stroke BW – 14years - under 16 years

## 12 Junior Control Tyre

Junior Lites and 85cc & 150cc 4 stroke BW class will be conducted on controlled tyres (Pirelli). It's the riders' responsibility to have the tyres fitted.

A tyre order is incorporated in the entry form. Orders are limited to two sets per round. Orders will only be accepted with a valid entry to Supercross and only for the class entered. Tyres will be sent directly to rider.

## 13 Entries to Constitute a Class

### 13.1 Constitute a Class

To constitute a class for the purpose of gaining Championship status, the number of contestants entered and competing in each class shall be fourteen (14)

### 13.2 Insufficient Entries

Should there be insufficient entries in any class of competition, the decision to run or cancel the class, or to combine events and re-distribute any awards and/or prizemoney, will be at the discretion of the IEG, subject to Motorcycling Australia approval.

## 14 Starts

All starts will be made with a self-penalizing, mechanical 20 backward falling gates. Jumping or fouling the gate may result in the application of a time penalty or exclusion or both by the Clerk of Course.

## 15 Race Format

Class	2 heats	LCQ	Final
Pro Open	8 laps	6 laps	20 laps
Pro Lites	7 laps	5 laps	15 laps
Under 19s	6 laps	4 laps	12 laps
Junior Lites	5 laps	3 laps	8 laps
85/150	4 laps		7 laps

In the case of oversubscribed numbers in the current classes Semi Finals maybe run

### 15.1 Last Chance Qualified (LCQ)

Following the heats, riders who haven't made the final will go to the LCQ where the top 2 riders will advance to the main.

There will be no promoter's choice or wild cards only those who have qualified will make the main event no exceptions

Subject to Change, any change will be listed in the final instructions

## 16 Event Schedule

Event schedule will be in the final instructions.

For the purposes of drug and alcohol testing, the commencement of the meeting will be deemed to be at sign in, times will be in the final instructions with the completion of the meeting for the participant being when the participant has vacated the venue.

## 17 Series Champions

The Series Champion for each class will be the Rider who has amassed the most points through the season – the runner up will have the second highest number of points and so on.

In the event of two or more Riders having the same score, the tying Rider with the greatest number of higher placing's will be awarded the position. If placing's are identical, the rider who finished better in the final heat will be awarded the position.

## 18 Awards and Prizemoney

### 18.1 Seniors

- Top three placing's at each round will receive an award and prize money.

Per Round	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th-15th
Pro Open	\$1,000	\$750	\$650	\$500	\$350	\$300	\$200	\$175	\$150	\$125	\$75
Pro Lites	\$750	\$600	\$500	\$400	\$300	\$200	\$175	\$150	\$125	\$100	\$75

- Under 19s top three placing's at each round will receive an award
- Top three series overall placing's will receive an award. Subject to change dependent on sponsorship.

### 18.2 Privateer Contingency

- Riders who use and run Pirelli stickers in the appropriate position will be eligible for Pirelli Privateer Contingency .
- Awarded as follows (Link Retail Dollars):

Pro-Open	1 <sup>st</sup>	Pirelli Privateer	\$500	/Round
	2 <sup>nd</sup>	Pirelli Privateer	\$300	/Round
	3 <sup>rd</sup>	Pirelli Privateer	\$200	/Round
Pro-Lite	1 <sup>st</sup>	Pirelli Privateer	\$500	/Round
	2 <sup>nd</sup>	Pirelli Privateer	\$300	/Round
	3 <sup>rd</sup>	Pirelli Privateer	\$200	/Round

### 18.3 Juniors

- Top three placing's at each round will receive an award.
- Top three series overall placing's will receive an award.

## 19 GST

The Goods and Services Tax affects the payment of prizemoney. If you do not provide an ABN or declare the sport is a hobby, the Promoter must withhold 46.5% of prizemoney over \$50.00 which is otherwise payable to you. Please tick one of the boxes on the entry form and if appropriate provide your ABN to ensure the full amount of prize money is paid to you.

## 20 Presentations

Riders who finish on the podium at each round must attend the presentation, TV interview and media conference.

No beverages other than the official champagne, the official sports or energy drink or "unbranded" bottled water are permitted on the Podium during any presentation.

Without the prior permission of the GM of IEG, commercial and promotional personnel are not permitted in the vicinity of the podium presentation, and no promotional or branded material as determined by IEG in its absolute discretion (such as towels, posters or banners) can be brought onto or displayed in the vicinity of the podium.

Failure to comply with this regulation may result in the Clerk of Course applying either an exclusion, a penalty of loss of

prize money or a loss of points or a fine or a combination of all.

Series overall awards will be presented at an Awards evening on 23rd November details to follow

## 21 Machines and Riders

All machines entered must comply with the current GCRs for Supercross competition.

Multiple entry of the one machine in the same class of competition is not permitted.

Change of machine is permitted provided that notice has been given to the Clerk of Course in writing, that the Clerk of Course has approved the change, that the replacement machine has been scrutineered in accordance with Supplementary Regulation 9 and that the correct Rider numbers and timing transponder are fitted to the replacement machine.

## 22 Riding Numbers

Wherever possible, competitors will be allocated their registered riding number or their preferred riding number. All others will be allocated numbers at the IEGs discretion.

All number plates on all machines MUST comply with the GCRs and must not contain any decals or advertising other than the required MA decal.

### 22.1 Series art work on font plates

The series designed art work must be on the top of all front number plates. Artwork will be available upon request

### 22.2 Red Plate

After round 1 the point's leader in each class at the end of each round will be awarded with a red number plate. It will be the responsibility of the rider / team to make sure that the rider has red plates at the next round.

## 23 Grid Positions

### 23.1 Timed Qualifying

Timed Qualifying sessions will be conducted to determine the order in which gates are selected by the rider for the Heats.

The fastest Rider will be granted first pick for a gate in the second heat. The second fastest qualifier will be granted first gate pick in the first heat, the third fastest qualifier will be granted the second gate pick in the heat two and so on until all qualifying Riders are placed in a heat race.

### 23.2 Gate Pick

Gate pick for the finals will be determined by the fastest heat. The fastest rider from this heat will be granted first gate pick. The fastest rider from the slowest heat will be granted second gate pick, the second fastest rider of the fastest heat will be granted third gate pick in the final and so on until all qualified riders are placed.

## 24 Riders' Briefing

A riders' briefing will be held prior to the commencement of racing, which ALL competitors MUST attend. Details will be included in the final instructions.

## 25 Circuit Description

Circuit details will be released in final instruction

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## 26 Track inspection

All competitors will be given the opportunity to walk and inspect the track prior to any on track participation. This inspection must be done on foot and competitors are reminded that service vehicles may be in operation on the circuit at this time.

### 26.1 Track Dissatisfaction

Competitors who are not satisfied with any aspects of the track can present these concerns to the Clerk of Course if those concerns cannot be resolved, the competitor will be invited to withdraw from the meeting.

## 27 Facilities

Catering will be available at all venues

## 28 Noise

Noise testing may take place at any time at the discretion of the Chief Scrutineer or the Clerk of Course as per 2012 GCR 12.10.

## 29 Anti-Doping Policy

29.1 All competitors and officials are advised that drug testing may take place in accordance with MA's Anti-Doping Policy, as carried out by the Australian Sports Anti-Doping Authority. Refer to GCR 11 for details.

29.2 If any doubts exist over banned substances it is recommended competitors contact the Drugs in Sport Hotline, ph: 1800 020 506. When drug testing takes place, the payment of prizemoney may be delayed at Motorcycling Australia's discretion until the results of the tests are known.

## 30 Drug and Alcohol Testing

All competitors and officials are advised that random drug and alcohol testing may take place during the competition. Refer to 2012 GCR 11.27 for details on the Safety Policy – Drug and Alcohol testing.

## 31 Code of Conduct

All competitors, officials and parents are reminded of MA's Code of Conduct contained within MA's Member Protection Regulations, found at [www.ma.org.au](http://www.ma.org.au) or Appendix 3 of the GCR, which is a guide to appropriate behaviour at all motorcycle race meetings. This Code of Conduct applies to this Meeting and will be enforced.

## 32 Admission Charges

Following are the ticket prices for all rounds except for Phillip Island, go to [www.motogp.com.au](http://www.motogp.com.au)

- \$30 for Adults (\$22.50 Early Bird)
- \$20 for Children (\$12.50 Early Bird) (16 yrs and under)
- \$70 for Family (\$55 Early Bird) (Family ticket - 2 Adults 2 Children 16yrs and under)

Early Bird prices are tickets purchased 7 days in advance of the event date

Prices may vary from round to round

## 33 Discipline Specific Information

Riders and Entrants will be allocated specific space in the team paddock by IEG. All Riders and Entrants are required to abide by the requirements of IEG in this area.

Washing of machines will only be permitted in a communal, drained enclosure. Teams will be able to use their own

pressure washers but no washing or use of pressure washers will be permitted outside this area.

The riding of machines or moving them under their own power will only be permitted on the track and in any specifically designated areas. At all other times (including at all times in the paddock) machines are to be walked.

Riders are required to have a charged fire extinguisher per entered motorcycle visible and available adjacent to the motorcycle at all time in the paddock area. Spare motorcycles are counted separately for this regulation.

Approval to sell merchandise must be sought and granted in writing from IEG. IEG reserves the right to nominate a specific area for merchandising and also to charge a reasonable fee, approve items for sale, pricing and to impose other conditions of sale.

The Rider hereby grants to IEG the perpetual worldwide right to use his name, photographs, likenesses, image and biography to advertise and promote the Series and future Supercross Series and to film and photograph the Rider's participation in the Series and to use and exploit any such film and/or photographs without restriction in perpetuity throughout the world.

The Rider acknowledges that IEG, Australian Grand Prix Corporation, Sponsors and/or associated entities, may use the Rider's image and likeness provided that such image/likeness.

Riders, teams and Entrants are required to cooperate with the TV production crew and their requirements for "background" footage.

By undertaking to enter any Round of the Series, the Rider agrees to relinquish any claim or right to the Television broadcast or any other material related to that broadcast.

No Competitor, Entrant, Rider or Team member will be permitted to access the television OB van or gain access to race footage directly from the broadcaster, without obtaining the express written permission of the OM. Any filming or photographs or any other means of recording images at a Meeting by any Rider is strictly forbidden unless with the prior express written permission of the OM.

Riders recognise sponsors of Teams, Race Meetings and the Series as well as sponsors supporting in any way the Series or IEG are essential for the commercial viability of the Supercross Series. Neither the Teams nor their respective Members or Related Entities will do or say anything which is reasonably construed as being unfairly prejudicial, unreasonably critical or malicious to any sponsor or of any sponsor's products, services or personnel or the Series, IEG, MA or their employees, officers or contractors.

Catering for sponsors and guests is strictly prohibited in the Team Paddock; such catering may only be conducted from locations approved by IEG. All catering arrangements are subject to IEG's prior written approval.

All Teams are required to ensure that they comply with local Workplace Health and Safety requirements at any IEG authorised activity and the directions of IEG personnel regarding Health & Safety.

The Rider acknowledges that all intellectual property rights in the Series including the Supercross trade mark, associated logos and format names are owned exclusively by IEG and that the Rider does not obtain any rights thereto by virtue of his participation in the Series.

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The Rider hereby grants to IEG the perpetual worldwide right to use his name, photographs, likenesses, image and biography to advertise and promote the Series and future Supercross Series and to film and photograph the Rider's participation in the Series and to use and exploit any such film and/or photographs without restriction in perpetually throughout the world.

### **34 Promotional Staff**

#### **34.1 MotoGP World Championship**

As this Meeting is part of an event hosting a round of the 2012 MotoGP World Championship, no promotional staff are permitted within the Phillip Island Grand Prix venue or near the entrance thereto by or on behalf of any of the Teams or their commercial partners at anytime during the period of the Meeting without the prior written agreement of IEG and the Australian Grand Prix Corporation.

#### **34.2 Written Approval**

Any promotional staff within the Phillip Island Grand Prix venue which does not have the written approval of IEG and the Australian Grand Prix Corporation will be removed from the venue immediately.

### **35 Commercial Signage**

As this Meeting is part of an event hosting a round of the 2012 MotoGP World Championship, Teams need to seek the permission of IEG and the Australian Grand Prix Corporation prior to erecting or installing any form of commercial signage on site. Any display of unauthorised commercial signage will be removed immediately

### **36 Track Locations**

#### **36.1 Round 1 - Morris Park Speedway Dubbo**

Crn Obley Road Belowrie Rd Dubbo NSW

[www.speedwayaustralia.net.au/companies/7/95/Morris-Park-Speedway-Dubbo/](http://www.speedwayaustralia.net.au/companies/7/95/Morris-Park-Speedway-Dubbo/)

#### **36.2 Round 2 - Phillip Island Circuit**

Back Beach Road, PHILLIP ISLAND, Victoria

[www.phillipislandcircuit.com.au/](http://www.phillipislandcircuit.com.au/)

#### **36.3 Round 3 - Toowoomba Showgrounds**

Glenvale Road Toowoomba Qld

[www.toowoombashow.com.au/](http://www.toowoombashow.com.au/)

#### **36.4 Round 4 - Newcastle Showgrounds**

Brown Rd Broadmeadow NSW

[www.nec.net.au/contactus.aspx](http://www.nec.net.au/contactus.aspx)

[www.nec.net.au](http://www.nec.net.au)



## ENTRY FORM

Rounds		Closing date	Round entering (Please tick)
Round One	Dubbo NSW	Wed 3 <sup>rd</sup> Oct	
Round Two	Philip Island VIC	Fri 19 <sup>th</sup> Oct	
Round Three	Toowoomba QLD	Fri 2 <sup>nd</sup> Nov	
Round Four	Newcastle NSW	Fri 9 <sup>th</sup> Nov	
Series Entry		Wed 3 <sup>rd</sup> Oct	

Office Use Only: Allocated Rider No:
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**RIDER DETAILS**

Name: \_\_\_\_\_ MA Lic. No.: \_\_\_\_\_ Expiry Date: \_\_\_\_\_ Grade: \_\_\_\_\_ Rider Number: \_\_\_\_\_

Address: \_\_\_\_\_ City/town: \_\_\_\_\_ State: \_\_\_\_\_ Postcode: \_\_\_\_\_

Tel: \_\_\_\_\_ Mob: \_\_\_\_\_ Date of birth: \_\_\_\_\_ E-mail: \_\_\_\_\_

Next of Kin: \_\_\_\_\_ Next of Kin Tel: \_\_\_\_\_

Sponsors \_\_\_\_\_

**QUOTING AN AUSTRALIAN BUSINESS NUMBER (ABN) FOR PRIZEMONEY**

The Goods and Services Tax (GST) affects the payment of prizemoney. If you do not provide an ABN or declare the sport is a hobby, we must by law withhold 48.5% of prizemoney over \$50 which is otherwise payable to you. Please tick one of the boxes below and if appropriate provide your ABN to ensure the full amount of prizemoney is paid to you.

I am a professional rider and my ABN is: \_\_\_\_\_  Motorcycle sport is my hobby, which is the reason I am not quoting an ABN

**Must be completed by all competitors/entrants**

I/we are completely aware of the mechanical and electrical specification of the motorcycle which I/we have entered in this event and guarantee that this motorcycle conforms to all rules stated in the GCR's of MA and these Supplementary Regulations.

Rider's Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Entrant's Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Classes	Machine details and capacity	Rider Age	Entry Fee
<b>To Pro Open</b> 255cc and over 4 stroke 250cc and over 2 stroke (2 stroke permitted to ride one(1) class only)			
<b>Pro Lites</b> up to 250cc 2 or 4 stroke (2 stroke permitted to ride one(1) class only)			
<b>Under 19s</b> up to 250cc 2stroke or 4stroke			
<b>Jnr Lites</b> 14 to under 16yrs, up to 150cc 2 stroke & up to 250 4 stroke			
<b>85BW/150</b> 14 –u16 year 85cc &150cc 4 stroke BW			
Total Entry Fee			

**PAYMENT (cheque, credit card or money order)**

Make payment to: International Entertainment Group. P.O. Box 9087, Seaford, VIC,3198. ABN: 99656717204

**Card type (please circle): MasterCard / Visa / Bankcard**

\*Credit Card payments will incur a 2% processing fee. Please add 2% onto the total payment amount

Credit card: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Expiry Date: \_\_\_\_ / \_\_\_\_ Total Amount: \$ \_\_\_\_\_

Name of card holder: \_\_\_\_\_ Signature: \_\_\_\_\_



## Junior Tyre Order Form – Limit 2 sets per round

Part Number	Size	SX Special Retail Price	Amount Limit of 2 sets per round	Total
61-166-43	70/100-19 MX Mid Soft 32	\$49		
61-166-47	90/100-16 MX Mid Soft 32	\$69		
61-166-25	80/100-21 MX Mid Soft 32	\$79		
61-216-73	110/85-19 MX Mid Soft 32	\$99		
61-213-45	70/100 - 19 Extra J	\$49		
61-213-41	90/100 - 16 Extra J	\$69		
61-214-90	80/100-21 Mid Hard 554	\$79		
61-214-92	110/85 - 19 Mid Hard 554	\$99		
			<b>Total</b>	

### PAYMENT (cheque, credit card or money order)

Make payment to: International Entertainment Group. P.O. Box 9087, Seaford, VIC,3198. ABN: 99656717204

### Card type (please circle): MasterCard / Visa / Bankcard

\*Credit Card payments will incur a 2% processing fee. Please add 2% onto the total payment amount

Credit card: \_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_

Expiry Date: \_\_\_\_/\_\_\_\_ Total Amount: \$\_\_\_\_\_

Name of card holder: \_\_\_\_\_ Signature: \_\_\_\_\_

### Delivery address if different from entry form

Address: \_\_\_\_\_ City/town: \_\_\_\_\_ State: \_\_\_\_\_ Postcode: \_\_\_\_\_

# CONTRACT TO PARTICIPATE IN THE Australian Supercross Championship

**WARNING! THIS IS AN IMPORTANT DOCUMENT WHICH AFFECTS YOUR LEGAL RIGHTS AND OBLIGATIONS, PLEASE READ IT CAREFULLY AND DO NOT SIGN IT UNLESS YOU ARE SATISFIED YOU UNDERSTAND IT.**

## 1. I THE UNDERSIGNED (see below): [Insert Name]

HEREBY AGREE with Motorcycling Australia Limited ("MA") that I am by this agreement entitled to participate in the motorcycle activity/meeting listed in Schedule 2 (hereinafter called "the Meeting" or the "Event") at the venue listed at Schedule 3 (hereinafter called "the Venue") on the terms and conditions set out in this document.

### 2. DEFINITIONS

- In this declaration:
- "Claim" means and includes any action, suit, proceeding, claim, demand, damage, cost or expense however arising including but not limited to negligence but does not include a claim against a Motorcycling Organisation under any right expressly conferred by its constitution or regulation;
  - "Indemnitees" means and includes the persons, organisations and bodies corporate whose names appear in Schedule 1.
  - "MA" means Motorcycling Australia Limited;
  - "State Controlling Body" (SCB) means a state or territory motorcycling association affiliated as a member of MA;
  - "Motorcycling Activities" means performing or participating in any capacity in any authorised or recognised Motorcycling Organisation event, meeting or activity;
  - "Motorcycling Organisation" means and includes MA, and the MA members (including the SCBs and affiliated clubs) and where the context so permits, their respective directors, officers, members, servants or agents.

### 3. ACKNOWLEDGMENT OF RISKS, DANGERS & OBLIGATIONS

#### I ACKNOWLEDGE that:

- motorcycle sport is dangerous and that by engaging in the sport (whether as a competitor, recreational rider, coach, official or media) at the Meeting I take and am exposed to certain risks and dangers and am under certain obligations as follows:
  - that I may be injured, physically or mentally, and may be killed;
  - that my machinery or equipment may be damaged, lost or destroyed;
  - that competitors may ride dangerously or with a lack of skill;
  - that track or event conditions may be hazardous and may vary without warning or predictability;
  - that organisers, officials, landowners/track operators and any agents or representatives of those in charge of meetings are frequently obliged to make decisions under pressure of time/or events;
  - that any policy of insurance of or in respect of my life or physical or mental health may be voided;
  - that there may be no or inadequate facilities for treatment or transport of me if I am injured;
  - that I have an obligation to myself and to others to act safely and within the rules and regulations of MA;
- the Indemnitees do not make any warranty that the services at the Meeting 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;
- to the extent that any warranty is implied it is excluded to the full extent permitted by law;
- have voluntarily read and understood this warning and accept and assume the inherent risks in participating in the Event.

### 4. WARNING UNDER THE FAIR TRADING ACT 1999 (VIC)

Under the provisions of the Fair Trading Act 1999 (Vic) several conditions are implied into contracts for the supply of certain goods and services. These conditions mean that the supplier named on this form is required to ensure that the recreational services it supplies to you are:

- rendered with due care and skill;
- as fit for the purpose for which they are commonly bought as it is reasonable to expect in the circumstances; and
- reasonably fit for any particular purpose or might reasonably be expected to achieve any result you have made known to the supplier.

Under section 32N of the Fair Trading Act 1999, the supplier is entitled to ask you to agree that these conditions do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the Fair Trading Act 1999 if you are killed or injured because the services were not rendered with due care and skill or they were not reasonably fit for their purpose, are excluded, restricted or modified in the way set out in this form.

**NOTE:** The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. "Gross negligence" is defined in the Fair Trading (Recreational Services) Regulations 2004.

For the purposes of the clause 3, "the Supplier" shall mean and include the Indemnitees.

### 5. INDEMNITY AND RELEASE GIVEN TO ORGANISERS

IN CONSIDERATION of the acceptance of me as a participant in the Meeting:

- I AGREE TO INDEMNIFY AND KEEP INDEMNIFIED to the full extent permitted by law the Indemnitees and each of them in the following manner:
  - that I participate in the meeting at my sole risk and responsibility;
  - that I accept the Venue as it stands with all or any defects hidden or exposed;
  - that I indemnify and hold harmless the Indemnitees, their respective servants, agents, officials and competitors against any actions, costs,

losses or claims which may be made by me or on my behalf for or in respect of or arising out of my death or any injury loss or damage caused to me or my equipment whether caused by negligence, breach of contract or in any other manner whatsoever.

- I AGREE TO RELEASE to the full extent permitted by law the Indemnitees and each of them from all liability to me for any claim, loss, damage, cost or expense (whether arising under statute, from negligence, personal injury, psychological trauma, death, property damage or infringement of third party rights or otherwise) that arises as a result of any act, matter or thing done, permitted or omitted to be done by me or which is in any way connected with my presence at or involvement in the Event.
- The release and indemnity provided by me in this declaration is in addition to, and will not in any way limit the application of, the conditions of sale attaching to tickets, conditions of entry, conditions of credentials or any other applicable terms or conditions in respect of the Event.
- A term of this release and indemnity will not apply where the term contravenes the law of the relevant jurisdiction under which any legal action is legitimately taken however such terms are severable and do not invalidate the remaining terms.

### 6. MEDICAL

- I declare that I am and must continue to be medically and physically fit and able to participate in the Meeting. I will immediately notify MA in writing via my SCB of any change to my fitness and ability to participate. I understand and accept the Indemnitees will continue to rely upon this declaration as evidence of my fitness and ability to participate.
- I acknowledge and agree that if required, the Indemnitees (or any of them) may arrange medical or hospital treatment (including ambulance transportation) for me. I authorise such actions being taken by the Indemnitees and agree to meet all costs associated with such action. I understand it is compulsory for me to have ambulance insurance in some form and I accept responsibility for the cost of ambulance transportation, ambulance cover and further agree to maintain ambulance cover during the term of my license / membership.

### 7. PRIVACY

I hereby consent to the collection of my personal information by the International Entertainment Group Pty Ltd, Australian Grand Prix Corporation, MA and the SCB in connection with my involvement at the Event and the use and disclosure of my personal information by International Entertainment Group Pty Ltd, Australian Grand Prix Corporation, and MA to other agencies and officials associated with the Event for the purposes of conducting and managing the Event. I understand that I may gain access to my personal information held by International Entertainment Group by contacting International Entertainment Group at PO Box 731 North Melbourne VIC 3051 or MA at 147 Montague St, South Melbourne, Victoria, 3205. I understand that if I do not provide the personal information requested above that I may not be permitted to participate in the Event.

### 8. PERSONAL HEALTH INFORMATION

I hereby agree with MA and the SCB that in consideration for my participation in the Event that MA and the SCB may receive, collect, store and use personal health information about me in the manner set out below.

- I ACKNOWLEDGE that:**
  - If I am injured, become ill or die at or following the Event the party listed at Item 8 in Schedule 1 in addition to any hospital at which I am treated (together "my Carers") will have health related information about me in their possession, power and control relating to me which is subject to obligations imposed by the Privacy Act ("my Information") and the Privacy Act is intended to protect my personal information;
  - MA and my SCB wish to collect my Information for purposes that include their risk management programs, evaluating and improving the safety of MA and SCB events and of the Meeting organisers and facility providers of MA / SCB permitted events, and generally to reduce the risks to persons engaged in motorcycle sport; and
  - It is reasonable for MA and my SCB to collect, store, use and disclose my Information in accordance with clause 11(a)(i) above and in the manner set out in clause 11(b).
- IN CONSIDERATION** of my acceptance as an entrant in the Meeting I consent and agree that MA and my SCB:
  - may collect and store any of my Information, including obtain my Information from third parties including my Carers;
  - may use any information collected in accordance with this clause for any purpose consistent with creating safer competition in motorcycle sport and events held by or in conjunction with MA, my SCB, or with an MA or SCB permit;
  - may disclose my Information to third parties provided such disclosure is reasonably intended to be used for the purpose of improving safety at events held by or in conjunction with MA, or with an MA permit provided any such information is held by MA or my SCB in accordance with the MA Privacy Policy.
- I irrevocably authorise MA and my SCB and hereby appoint MA and my SCB as my lawful attorneys to collect from my Carers, and I hereby direct my Carers to provide to MA or my SCB upon request being made by MA or my SCB, any of my Information including but not limited to any information concerning any incident or event causing or contributing to or resulting from any injury, illness or death to me, the details of any diagnosis and prognosis provided to me by my Carers (or any party with the knowledge of any of my Carers), and any other

matter to the knowledge of my Carers that might reasonably be considered to be requested by MA or my SCB for the purpose of improving safety at MA and SCB events.

### 9. POLICIES AND REGULATIONS

- I acknowledge, understand and agree that it is a condition of my participation in the Event that I agree to be bound by, and subject to, the rules, regulations and jurisdiction of MA as amended from time to time. Copies of all MA rules, policies and regulations are available by contacting the MA office.
- All participants are bound by the MA anti doping policy and thus understand they may be subject to drug testing. Testing conducted by the Australian Sports Anti-Doping Authority (ASADA) is in accordance with the ASADA Act and the National Anti-Doping Scheme. This involves the taking of a sample (any human biological fluid or tissue whether alive or otherwise, or any human breath) for the purpose of detecting the use of a Prohibited Drug or Doping Method. Any participant infringing MA's policy or refusing a drug test may be disqualified or otherwise dealt with in accordance with the terms of the anti-doping policy.

### 10. RIGHT TO USE IMAGE

- Right to Use Image: I acknowledge and consent to photographs and electronic images (including, but not limited to, moving images) being taken of me during my participation in the Event. I acknowledge and agree that such photographs and electronic images are owned by International Entertainment Group and it may use the photographs and electronic images for promotional or other purposes without my further consent being necessary. Further, I consent to International Entertainment Group using my name, image, likeness and also my performance in the Event, at any time, by any form of media, to promote International Entertainment Group or the Event.
- In respect of the Round 2 Event in Schedule 2 I acknowledge and consent to Australian Grand Prix Corporation or its assignees using my name, likeness, image and/or voice (including photograph, film and/or recording of the name) in any media for an unlimited period without remuneration for the purpose of promoting the Event and future Events, and promoting any products manufactured, distributed and/or supplied by the Australian Grand Prix Corporation or the organisers of the Event

### SCHEDULE 1:

- Federation Internationale de Motocyclisme
- Motorcycling Australia Ltd
- Motorcycling Victoria
- Motorcycling New South Wales
- Motorcycling Queensland
- International Entertainment Group Pty Ltd
- Australian Grand Prix Corporation
- The Crown in right of the State of Victoria
- The Minister administering the Australian Grands Prix Act 1994
- Dorna Sports SL
- International Events Services SL
- Promoter Special Events Worldwide SL
- National Motorcycle Federation
- PI Circuit Pty Ltd (ACN 108 623 052)
- PI Graydens Pty Ltd (ACN 108 623 070)
- PI Sunrise-McGuigan Pty Ltd (ACN 108 623 089)
- PI Visitor Centre Pty Ltd (ACN 108 623 043)
- PI Operations Pty Ltd (ACN 108 623 463)
- Linfox Property Group Pty Ltd (ACN 058 015 642)
- Fox Group Holdings Pty Ltd (ACN 058 015 777)
- International Road Racing Teams Association
- Morris Park Motor Sports Club
- Morris Park Promotions
- DJ & LE Anning
- Dubbo Dirt Bike Club
- Dubbo City Speedway Club
- Royal Agricultural Society of Queensland
- Newcastle Entertainment Centre
- AEG Odgen
- Race Safe
- All other persons involved in the organisation, conduct and promotion of the Event or construction or location of the facilities used in connection with or otherwise related to the Event
- Each of the respective officers, employees, servants, agents, sponsors, successors and assignees of each of the above.

### SCHEDULE 2:

Australian Supercross Championship  
Rd 1. 13<sup>th</sup> October 2012  
Rd2. 27<sup>th</sup> & 28<sup>th</sup> October 2012  
Rd3. 10<sup>th</sup> November 2012  
Rd4. 17<sup>th</sup> November 2012

### SCHEDULE 3:

Rd1. Phillip Island Circuit, Phillip Island VIC  
Rd2. Phillip Island Circuit, Back Beach Rd, Phillip Island VIC  
Rd3. Toowoomba Showgrounds Glenvale Road Toowoomba QLD  
Rd4. Newcastle Entertainment Centre Brown Rd Broadmeadow NSW

**SIGN  
HERE**

**11. EXECUTION** I THE UNDERSIGNED STATE THAT I HAVE READ AND UNDERSTOOD THIS DECLARATION (INCLUDING THE WARNING, INDEMNITY AND RELEASE) AND AGREE TO THE TERMS AND CONDITIONS AS STATED

**NAME (PRINT):** \_\_\_\_\_ **SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

### 12. THIRD PARTY INDEMNITY WHERE PARTICIPANT IS UNDER 18 YEARS OF AGE

**I/WE** \_\_\_\_\_ being the parents or guardians of the person named in Clause 1 (hereinafter called "the entrant") HEREBY **ACKNOWLEDGE:**

- I/we have read the whole of this document and understand it; b) I/we consent to the entrant participating in the Event; AND c) I/we are aware of the risks, dangers and obligations set out in Clause 3 above; d) I/we acknowledge that the entrant is bound by and subject to the rules and policies of MA, including, without limitation, the MA anti-doping policy.

**16. IN CONSIDERATION** of the entrant being accepted as a participant in the Meeting **I/WE HEREBY INDEMNIFY AND RELEASE** the Indemnitees in the same manner and to the same effect as if I/WE were the entrant and agree to personally accept all terms and conditions and obligations set out in this declaration,

**PARENT/GUARDIAN:** \_\_\_\_\_ **SIGNATURE** \_\_\_\_\_ **DATE:** \_\_\_\_\_