

Terms & Conditions

IMPORTANT - Compulsory Terms and Conditions Variety 4WD Adventure 2024

It is compulsory to read and agree to the below Terms & Conditions which include agreeing to our code of conduct, compulsory Working With Children's Check and event terms prior to continuing with your registration for the Variety 4WD Adventure. We also recommend you [download the Terms & Conditions here](#).

The Important Stuff

Welfare and Behaviour

The safety of all entrants, participants, staff and spectators is the absolute priority of Variety Victoria when conducting motoring events.

We seek to provide an environment free from any harm, including those posed by improper use of a motor vehicle, excessive alcohol consumption, unsocial behaviours, unlawful discrimination and sexual harassment. This includes the Child Safe Policy which is detailed below.

The Variety 4WD Adventure should be a safe but fun environment for all and this policy applies to all participants, including drivers, crew, staff, committee members, board members, sponsors, ambassadors, and other attending any element of the Variety 4WD Adventure.

All Participants must:

- Have a current and valid Working With Children's Check (WWCC) with Variety – the Children's Charity nominated as a work / volunteer organisation. Other states cards may be accepted on application, and valid Victorian teachers registration cards will be accepted.
- Take responsibility for their own safety and the safety of others.
- Be responsible for their own behaviour, including the excessive use of alcohol and associated harms to themselves and others.
- Be within the Victorian Blood Alcohol Concentration (BAC) applicable to their licence type at all times while driving across the days of the Variety 4WD Adventure event. Drivers must be aware that they may be randomly breathalysed by an event official during the event.

- Notify Event Management (OV1) of any inappropriate behaviour detected or of any incidents which may be deemed dangerous or pose a risk to the health and safety of participants or the community. This would include dangerous driving.

Any participants/teams who are deemed to be acting inappropriately may be asked to leave the event immediately and may be banned from future Variety Motoring Events. Car Chiefs are responsible for the behaviour of their crew at all times during the Variety 4WD Adventure.

Event Terms & Conditions

Conditions of Entry for Variety Motoring Events

1. Variety – the Children’s Charity Victoria (Variety) shall select the entrants who are to join a Variety Motoring Event. The criteria for selection will be as determined by the Variety Office. Variety shall not be required to give any reason for the non-selection of an entrant and no correspondence will be entered into.
2. All participants, entrants and staff over the age of 18 must have a current and valid Working With Children’s Check (WWCC) with Variety – the Children’s Charity nominated as a work / volunteer organisation. Other states cards may be accepted on application, and valid Victorian teachers registration cards will be accepted. A registrant will not be confirmed as an entrant until the WWCC number and expiry (or equivalent) is received.
3. Any vehicle entered in a Variety Motoring Event must be registered, insured and roadworthy as prescribed by State Laws. Some exemptions are allowed for elaborately themed vehicles (contact Variety). Vehicles claiming an exemption as an elaborately themed vehicle will require approval by the Variety Motoring Team.
4. Motorcycles, coaches, caravans, skateboards and motorised wheelbarrows are not allowed on Variety motoring events.
5. Performance modifications or high-performance model vehicles are not permitted to enter Variety Motoring Events (Rally Around Victoria excluded). The relevant Variety Office reserves the right to class a model as a high-performance vehicle. A vehicle may be modified for strength or safety purposes (brakes, wheels, suspension, fuel tank, lights etc.) but not for speed (engine, gearbox, transmission etc.). No smoke emitting equipment is allowed. All cars must display the event sponsors stickers as supplied by the Variety Office at all times during the event.
6. All Entrants must pay a registration fee. Such registration fee must be paid in accordance with the instructions on the application. All payments must be paid to Variety the Children’s Charity of Victoria in accordance with the payment schedule.
7. In addition to the registration fee, entrants must procure further contributions (including donations) as per individual event structures which are due and payable by Mobile Workshop Day or as otherwise specified. Both the registration fee and contributions in excess of the registration fee are non-refundable. Further contributions can be made during the event.

8. Variety does not provide any taxation advice and makes no representations concerning the income tax deductibility or any entitlement to an input tax credit for any fees or contributions made. The entrant should seek and obtain their own independent accounting or legal advice concerning all such matters.
9. All entrants and anyone taking part in the Variety Motoring Event in any way must sign an indemnity/medical form supplied by Variety the Children's Charity of Victoria.
10. All entrants under the age of 18 years (where the motoring event allows) must be accompanied by a parent or legal guardian.
11. Each team shall pay to Variety a nominated fee to cover event liability insurance.
12. At all times entrants must abide by the rules of the road as prescribed by State laws and local authority.
13. Entrants must at all times observe all rules, regulations and vehicle specifications as issued by Variety the Children's Charity of Victoria. All entrants must comply with the Variety Motoring Event Code of Conduct.
14. An entrant must not carry out any fundraising activity which may bring the Variety name into disrepute or cause Variety to breach any statutory guidelines.
15. Entrants are not to operate bank accounts for the purpose of fundraising using the name of the Variety, Variety Motoring Event Name *, Event Name* car or any combination * i.e.: Variety 4WD Adventure, 4WD Adventure, Brats 4WD Adventure, Variety Rally Around Victoria.
16. An entrant shall not use the Variety name or represent that it (in any fundraising event) has any connection with Variety without the prior written consent of Variety.
17. The entrant indemnifies Variety against any penalty or liability Variety may incur as a consequence of any conduct of the entrant.
18. Variety the Children's Charity of Victoria reserves the right to conduct random breath and drug testing of drivers for blood alcohol levels (BAC).

COVID-19 TERMS AND CONDITIONS

While participating in events held by Variety – the Children's Charity of Victoria ("Variety Victoria") "social distancing" must be practiced and face coverings worn when possible, or you are legally required to do so, to reduce the risks of exposure to Covid-19. Because Covid-19 is extremely contagious and is spread mainly from person-to-person contact, Variety Victoria has put in place preventative measures to reduce the spread of Covid-19. However, Variety Victoria cannot guarantee that its participants, volunteers, staff, or others in attendance will not become infected with Covid-19.

COVID-19 SAFETY INFORMATION (Please also check state government COVID websites for up-to-date information and hotspots)

Considering the ongoing spread of COVID-19, individuals who fall within any of the categories below should not engage in Variety Victoria events. By attending a Variety Victoria event, you certify that you do not fall into any of the following categories:

- Individuals who currently or within the past seven (7) days have experienced any symptoms associated with Covid- 19, which include fever, cough, sore throat and shortness of breath and other symptoms (See *Other Symptoms as listed at end),
- Individuals who have travelled at any point in the past seven (7) days either internationally or to a declared hotspot that is experiencing community spread of Covid-19, or
- Individuals who believe that they may have been exposed to a confirmed or suspected case of Covid-19 or have been diagnosed with Covid-19 and are not yet cleared as non-contagious.

EVENT AMENDMENT AND/ OR CANCELLATION

If State, or Federal Governments issue restrictions and directions to prevent the spread of COVID-19 that affect the safe running of the event, and Variety's capacity to fulfil its obligations to entrants and participants then, the Covid Committee and, Variety Office reserves the right to cancel the event prior to departure or during the event.

19. Should the above cause the cancellation of the event, Registration Costs, Donations, and Insurance will remain non-refundable. Variety will endeavour to recover provision charges from suppliers and distribute accordingly.
20. Variety does not make any promises about insurance claims that may arise from any cancellations. It will use best endeavours to make appropriate claims against Variety insurers under Variety insurance policies for the event. Entrants and participants registered with Variety, however, are encouraged to check their own insurance policies and if necessary, contact their own insurers beforehand. They should also let Variety (and their own insurers) know as soon as possible of any likely claims.
21. Variety will also do what it can to reduce any losses by re-scheduling the event or by any other actions taken at the time. At all times Variety will work with its suppliers and participants to achieve the best overall outcome.
22. If the event is cancelled after departure, all entrants will be expected to comply with all government restrictions immediately.
23. Any car that does not comply with any instruction to return home upon cancellation and continues on the route of the event will be considered as having left the event and will not be covered by support or event insurance. The Variety Office decisions and rulings are final.

In completing my registration, I acknowledge that I have read and understood all the information, terms and conditions and agree to observe these conditions and all subsequent amendments and additions. Failure to observe these conditions of entry may lead to cancellation of the Variety 4WD Adventure.

Variety Victoria – Child Safe Policy

It is a condition of entry that all entrants, staff and volunteers must have a current and valid Working with Children's Check card. As a participant, you represent Variety Victoria and must comply with the following:

ACCEPTABLE - DO:

- Follow organisational policy and guidelines relating to the safety and security of children and young people as outlined in the Child Safety Policy,
- Treat all children and young people with respect and take notice of their reactions to your tone of voice and manner to ensure a positive experience for them,
- Always maintain contact with children and young people in a supervised area and within the parameters of the program, including any directions by Partner Site staff,
- Dress and conduct yourself in a manner consistent with your position as a positive role model to children and young people, and as a representative of Variety Victoria,
- Always make yourself known to any responsible adult in the area including teachers and parents by indicating your Variety Victoria identification and Working with Children cards if interacting with children outside of Partner Sites. Cease interaction immediately if requested by children or any other adults,
- Raise all concerns, issues and/or problems about a child or young person's wellbeing and safety with your supervisor as soon as possible,
- Make sure all allegations or suspicions of abuse are reported, recorded and acted upon in a confidential manner (*as referred to in Appendices 7, 8 and 9 of the Child Safety Policy*), and
- Contact the police if a child is at immediate risk of abuse, phone 000.

UNACCEPTABLE - DO NOT:

- Do not engage in rough physical games,
- Do not work with children or young people while under the influence of alcohol or illegal drugs,
- Do not shame, humiliate, oppress, belittle or degrade children or young people,
- Do not develop a 'special' relationship with a specific child or young person for your own needs,
- Do not show favouritism through the provision of gifts or inappropriate attention,
- Do not hold, kiss, cuddle or touch a child or young person in an inappropriate and/or culturally insensitive way,
- Do not act in a sexually provocative manner or engage children or young people in any form of sexual activity,
- Do not make sexually suggestive comments or actions, or use inappropriate language and behaviours to a child or young person, even as a joke,
- Do not do things of a personal nature that a child or young person can do for themselves, such as going to the toilet or changing clothes,
- Do not accompany children to the toilet,
- Do not disclose any personal information of a controversial or sensitive nature,
- Do not exchange personal contact details with, initiate or maintain unauthorised

contact with children or young people outside of the parameters of the program,

- Do not take photos, store images, or share details on social media without the explicit written permission obtained through Variety Victoria, and
- Do not engage in social interactions with children or young people through social networking sites unless there is educationally valid context and with prior approval of Variety Victoria and Partner Site staff.

WHAT HAPPENS IF I BREACH THIS CODE OF CONDUCT?

If you breach this Code of Conduct you will face disciplinary action, including and up to termination of employment or cessation of engagement with the organisation.