

TERMS AND CONDITIONS

These Terms and Conditions, together with any Registration Form, set out the agreement (this 'Agreement') under the terms of which you or, where applicable, the person for whom you are the parent or guardian, (the 'Participant', 'you') will obtain Services, and/or participate in an Activities and/or rent a Race Car from RACEAWAY TRACK TIME PTY LTD ABN 68 612 507 043 (RaceAway, we, us, our).

We may change these Terms and Conditions at any time by updating the Terms and Conditions page on our website, and your ordering of Services or Activities or rental of a Race Car following such an update will represent an agreement by you to be bound by the Terms and Conditions as amended. Changes to these Terms and Conditions will only apply to Registration Forms entered into after the change occurs.

1. RENTAL FORM, THIS AGREEMENT

- (a) These Terms and Conditions will apply to all the Participant's dealings with RaceAway, including being incorporated in all agreements, quotations or orders under which RaceAway is to provide Services, Activities and/or to rent a Race Car to the Participant (each a 'Registration Form') together with any additional terms included in such a Registration Form (provided such additional terms are recorded in writing).
- (b) The Participant will be taken to have accepted this Agreement if the Participant accepts a Registration Form, or if the Participant orders, accepts or pays for any Services, Activities and/or Race Car provided by RaceAway after receiving or becoming aware of this Agreement or these Terms and Conditions.

2. RENTAL AND SERVICES

RaceAway provides Services, Activities and/or rents the Race Car to the Participant and the Participant accepts from RaceAway the Services, Activities, and/or the rental of the Race Car upon and subject to the provisions of this Agreement.

3. PARTICIPANT'S OBLIGATIONS

The Participant warrants that they:

Pre-Activity obligations

- (a) on the Event Date, will arrive at the Site on or before the advised time notified to the Participant by RaceAway;
- (b) will participate in any driver briefings as notified by RaceAway prior to engaging in any Activities;
- (c) accept any Third Party Terms, in accordance with clause 9, prior to engaging in any Activities;
- (d) if there are any individuals under the age of 18 named subject to these terms, the Participant must ensure that those individuals comply with these terms, and the Participant agrees to the terms of this agreement in respect of those individuals;

Capacity and licensing

- (e) have the legal capacity and are of sufficient age to enter into a binding contract with us; and/or
- (f) are the parent or guardian of the Participant;
- (g) will send a copy of their valid driver's license/s (red 'P' or higher) within 24 hours of confirming the booking to info@raceawaytracktime.com.au;
- (h) if applicable, hold a valid Driver's licence, relevant Track Day Licence or Motorsport Australia licence or AASA licence;

Health and state of Participant

- (a) are not pregnant and do not have a medical condition which might have the effect of making it more likely that they will be involved in an accident while participating in the Activities;
- (b) are aware that the Activities, even when no accident occurs, may involve some muscle jarring, increased heart rates and high G-forces;
- (i) will not participate in the Activities under the influence of drugs, alcohol or illicit substances;

Protective Clothing

- (j) must wear wrist-to-neck-to-ankle fire resistant clothing (long sleeve shirt, long pants & enclosed shoes) and a helmet that meets Australian Standard 1698 or higher while participating in the Activities;
- (k) must wear the race gear that accords with any directions, rules or regulations issued by the relevant motorsport governing bodies while partaking in any racing event;

Instructions and safety

- (l) will follow all oral and written instructions given to them by RaceAway or its personnel during the provision of services, event or rental term;
- (m) provide RaceAway with all documentation, information and assistance reasonably required for RaceAway to provide the Services and/or hire the Race Car;
- (n) comply with any safety guidelines and rules that RaceAway's personnel provide to them;
- (o) stop participating in any activities, and alert RaceAway or its personnel, if they have any concerns about their health or safety;
- (p) be responsible for their own safety and that of any person under the age of 18 years for whom they have signed responsibility; and
- (q) for those bringing their own vehicle to the event, they must be responsible for their vehicle safety and control. Please note drifting or burnouts are prohibited.
- (r) All participants are subject to the terms and conditions of the relevant Track.
- (s) Ensure your car complies to individual track decibel limits.
- (t) When using own vehicle, all loose items are to be removed prior to going on Track.
- (u) The owners of vehicle must ensure your car is serviced and roadworthy.

4. OWN VEHICLE USE

- (a) owners are responsible for their own vehicle safety and control;
- (b) must sign a release and indemnity as reasonably required by RaceAway, releasing RaceAway from liability in relation to injury, loss, death or damages as a result of participating in the Activities or Services;
- (c) owners accept liability for any damages that may occur by participating in the Activity and/or through reckless negligent or irresponsible behaviour; or other circumstance.
- (d) abide by such safety regulations or other rules as are imposed by the venue for the Activity including all recovery and fire equipment used for your vehicle including payment of such if required.
- (e) The Participant acknowledges that RaceAway does not hold any insurances in relation to the use of their own vehicle and unless the Participant obtains appropriate insurance, the Participant or Participant's using their own vehicle will not be covered during the Activities and RaceAway will have no obligation or requirement to insure the Participant or the Participant's use of their own vehicle under this Agreement.
- (f) Participants must not be under the influence of any alcohol or drugs while participating in the Activity; or cause any disturbance or threaten the safety of any person during the Activity.

5. RACE CAR HIRE

Cancellation

- (a) The Participant will be given the opportunity to inspect the Race Car on the Event Date prior to the Participant using the Race Car. At this point, the Participant will be given the option to cancel the Activities and receive a 50% refund of fees.

Use

- (b) The Participant must ensure that the Race Car is only used:
- (i) on the Site;
 - (ii) for the Purpose;
 - (iii) in accordance with all oral and written instructions given to them by RaceAway or its personnel during the Rental Term;
 - (iv) in accordance with the Race Car manufacturer's requirements, recommendations and instruction manuals provided to the Participant; and
 - (v) in accordance with all Laws, rules and regulations applicable to the Race and any racing track it is used on.
- (c) The Participant must not, and must not allow any Personnel or third party to:
- (i) use the Race Car for any dangerous or illegal purpose;
 - (ii) make any alterations to the Race Car, including by unauthorised repair;
 - (iii) use the Race Car under the influence of alcohol or drugs;
 - (iv) use the Race Car when it is damaged or unsafe; and
 - (v) affix or install any accessories, equipment or device on or to the Race Car.

Insurance and damage

- (d) The Participant acknowledges that RaceAway does not hold any insurances in relation to the Race Car and unless the Participant obtains appropriate insurance, the Participant or Participant's use of the Race Car will not be covered during the Activities and RaceAway will have no obligation or requirement to insure the Participant or the Participant's use of the Race Car under this Agreement.
- (e) The Participant is strongly encouraged to take out adequate insurance to cover all potential liabilities that could arise from their use of the Race Car and/or during the Activities.
- (f) If the Race Car is damaged, destroyed or stolen during the Rental Term, or otherwise when the Race Car is in the Participant's possession the Participant warrants that they will bear the costs of repair or replacement of the Race Car in accordance with clause 10 and prices set out in Appendix A to return the Race Car to the condition it was in prior to the Participant's use of the Race Car; and
- (g) The owner of a race track may hold insurances in relation to the use of the race track. The Participant must not do or permit anything to be done which may make such insurance invalid or able to be cancelled or which may increase the insurance premiums.

Personal Property

- (h) RaceAway is not liable to any person for any loss of, or damage to, personal property that is left in the Race Car after its return to RaceAway or stolen from the Race Car or otherwise lost during the Rental Term.

Accidents

- (i) If the Race Car is involved in an accident or claim during the Rental Term, or if damage or loss is sustained to the Race Car or the property of any third party in connection with the Race Car, the Participant must:
- (i) not, without RaceAway' prior written consent, make or give any offer, promise of payment, settlement, waiver, release or admission of liability in relation to the incident, except as required by law;
 - (ii) permit RaceAway to bring, defend, enforce or settle any legal proceedings in the Participant's name in relation to the incident; and
 - (iii) provide to RaceAway, within a reasonable time, any statement, information or assistance which RaceAway or its insurer requests, including by attending a lawyer's office or a court to give evidence.

6. PAYMENT

6.1 FEES

The Participant must pay the Fees to RaceAway, in the amounts and at the times set out in the Registration Form or as otherwise agreed in writing.

6.2 TIME FOR PAYMENT

- (a) Unless otherwise agreed in writing: and
- (a) the Participant must pay for all goods and services upfront at the time of booking; and
 - (b) in all other circumstances, if RaceAway issues an invoice to the Participant, payment must be made by the time(s) specified in such invoice.

6.3 PAYMENT METHOD

The Participant must pay Fees using the fee payment method specified in the Registration Form.

6.4 GST

Unless otherwise indicated, amounts stated in a Registration Form do not include GST. In relation to any GST payable for a taxable supply by RaceAway, the Participant must pay the GST subject to RaceAway providing a tax invoice.

6.5 CARD SURCHARGES

RaceAway reserves the right to charge credit card or PayPal surcharges in the event payments are made using a credit, debit or charge card (including Visa, MasterCard, American Express or Diners Club) or PayPal.

6.6 PRICING ERRORS

In the event that we discover an error or inaccuracy in the price at which your order was purchased, we will attempt to contact you and inform you of this as soon as possible. You will then have the option of purchasing your order at the correct price or cancelling your order. If you choose to cancel your order and payment has already been debited, the full amount will be credited back to your original method of payment

6.7 AUTHORITY TO RECOVER OWED AMOUNTS

Without limiting the ability of RaceAway to recover all amounts owing to it, the Participant authorises RaceAway to charge any amounts owing by the Participant to any credit card or account details which the Participant provides in a Registration Form.

7. OWNERSHIP, POSSESSION AND TITLE

Ownership

- (a) The Race Car is, and will at all times be and remain, the property of RaceAway, notwithstanding delivery of the Race Car to the Participant or the possession and use of the Race Car by the Participant.
- (b) The Participant will not have any right, title or interest in or to the Race Car except as expressly set out in this Agreement.

Possession

- (c) The Participant must not, without RaceAway' prior written consent, part with possession of the Race Car during the Rental Term.

8. EARLY RETURN AND TERMINATION OF SERVICES

Notwithstanding any other clause in this Agreement, RaceAway may demand the early return of the Race Car, or retake possession of the Race Car, and/or terminate the provision of any Services, if RaceAway believes that:

- (a) damage to the Race Car or injury to any person or property in connection with the Race Car or Services is reasonably likely; or
- (b) the Participant is not complying with this agreement while engaged in Activities; and
- (c) the Race Car or Services may be used for an unlawful purpose.

9. MAINTENANCE, LOSS AND DAMAGE

Loss, damage and personal injury

- (a) The Participant will be fully responsible to RaceAway for:
 - (i) any loss or damage to the Race Car during the Rental; and
 - (ii) all damage to the property of any person which is caused or contributed to by the Race Car during the Rental Term;

Replacement

- (b) If RaceAway notifies the Participant in writing, the Participant must replace all parts of the Race Car which during the Rental Term have become worn out, lost, stolen, damaged beyond repair or permanently rendered unfit for use (fair wear and tear excepted), provided that the Participant must not make any replacement, alteration or addition of any nature which may lead to a material reduction in the value of the Race Car.

10. THIRD PARTY GOODS AND SERVICES

- (a) If providing the Activities, Services and or Race Car to the Participant requires RaceAway to acquire goods or services supplied by a third party, including but not limited to any race tracks, the Participant's rental of the Race Car will be subject to the terms and conditions of that third party, including no refund clauses (**Third Party Terms**).
- (b) The Participant agrees to any Third Party Terms applicable to any goods or services supplied by a third party that the Participant or RaceAway acquires as part of renting the Race Car and RaceAway will not be liable for any loss or damage suffered by the Participant in connection with such Third Party Terms; and

11. RISK, LIABILITY AND INDEMNITIES

Risk

- (a) Participating in car racing and or track activities involves the potential for injury and the Participant is voluntarily participating in any Activities with knowledge of the dangers involved. The Participant acknowledges that there will be times during the Activities where the Participant will be unsupervised and agrees to accept any and all risks of loss, injury, damage or death.
- (b) The Participant will bear all risk of loss or destruction of, or damage to, the Race Car and/or other property and/or people, and/or their own vehicle, during the Event, Activity and or Rental Term, or otherwise when the Race Car is in the Participant's possession.
- (c) The Participant assumes all risks and liability for the Activities, Services, Use of own vehicle, and or Race Car and use, operation, maintenance, repair and storage (including but not limited to loss of profits, loss of revenue, consequential damage, inconvenience or loss of use for any period of time) and for injuries to or deaths of persons and damage to property arising in connection with such use, operation, maintenance, repair or storage.

No reliance

- (d) The Participant acknowledges that in deciding to accept Services, Activities and/or rent the Race Car and in entering into this Agreement the Participant has not relied on the skill or judgment of RaceAway and that the Participant has satisfied itself as to the condition and suitability of the Race Car or Own Vehicle and its fitness for the Participant's purpose.

Liability

- (e) To the maximum extent permitted under applicable law, RaceAway's liability for all claims in aggregate (whether those claims be for breach of contract, negligence or otherwise, and whether those claims are for economic loss, or for personal injury or other damage) arising under or in connection with this Agreement:
 - (i) is totally excluded, to the extent it concerns liability for indirect, special and consequential damages, and damages (whether direct or indirect) reflecting loss of revenue, loss of profits or loss of goodwill; and
 - (ii) is limited, insofar as concerns other liability, to the total money paid to RaceAway under this Agreement as at the date the event giving rise to the relevant liability occurred (or, where there are multiple events, the date of the first such event).

Indemnity

- (f) In the event of an accident or any loss, damage, injury or death arising in connection with an Activity the Participant is involved in, the Participant:
 - (i) releases RaceAway from and waives any and all claims or liabilities of any nature they may have against RaceAway arising from such an event; and
 - (ii) agrees to indemnify, defend and hold harmless RaceAway and any of its personnel or agents against any and all claims made by any third party arising from such an event, where the circumstances giving rise to such claim were caused or contributed to by the Participant.
- (g) The Participant indemnifies RaceAway from and against all losses, claims, expenses, damages and liabilities (including any taxes, fees or costs) which arise out of:
 - (i) The use, storage or operation of your own vehicle during the Activity, Services or Event.
 - (ii) the use, storage or operation of the Race Car during the Rental Term or otherwise when the Race Car is in the Participant's possession;

- (iii) injuries to or deaths of persons and damage to property in connection with any Activities or Services provided and/or the use of own vehicle and/or Race Car during the Rental Term or otherwise when the Race Car is in the Participant's possession;
- (iv) any breach of this Agreement by the Participant; or
- (v) any negligent, fraudulent or criminal act or omission of the Participant or its Personnel.

12. WARRANTIES

- (a) To the maximum extent permitted by applicable law, all express or implied representations and warranties (whether relating to fitness for purpose or performance, or otherwise) not expressly stated in this Agreement are excluded.
- (b) Where any law (including the *Competition and Consumer Act 2010* (Cth)) implies a condition, warranty or guarantee which may not lawfully be excluded, then, to the maximum extent permitted by applicable law, RaceAway' liability for breach of that non-excludable condition, warranty or guarantee will be limited to:
 - (i) in the case of goods, their replacement or the supply of equivalent goods or their repair; and
 - (ii) in the case of services, the supply of the services again, or the payment of the cost of having them supplied again.

13. PRIVACY AND ACCREDITATIONS

- (a) The Participant agrees to be bound by the clauses outlined in RaceAway' Privacy Policy, which can be found attached.
- (b) RaceAway retains the right to describe the Services and reproduce, publish and display any photographs taken by RaceAway during the Activities in RaceAway's portfolios, websites, and other media for the purposes of professional advancement. If you do not wish any photograph of you to be published by us, please advise us by email at info@raceawaytracktime.com.au.

14. CANCELLATION

14.1 BY RACEAWAY

RaceAway may terminate this Agreement in whole or in part immediately by written notice to the Participant if the Participant is in breach of any term of this Agreement.

14.2 BY THE CUSTOMER

- (a) The Participant may terminate this Agreement by written notice to RaceAway.
- (b) If the notice under clause 1.1(a)1.1(b):
 - (i) Fourteen(14) days or more prior to the scheduled Event. RaceAway will offer another event similar in budget to the cancelled event and provide a suitable date for the Participant.
 - (ii) In all other circumstances, no refund of the Fees already paid will be provided.

14.3 EFFECT OF TERMINATION

Upon termination of this Agreement, the Participant must promptly:

- (a) pay any payments required by RaceAway in respect of the period of the Rental Term or Activity prior to the date of termination; and
- (b) subject to any contrary direction given by RaceAway, deliver the Race Car and any other goods included in a Registration Form to RaceAway.

14.4 SURVIVAL

Any provision of this Agreement which, by its nature, would reasonably be expected to be performed after the termination, will survive and be enforceable after such termination.

15. DISPUTE RESOLUTION

- (a) The parties must, without delay and in good faith, attempt to resolve any dispute which arises out of or in connection with this Agreement prior to commencing any proceedings.
- (b) If a party requires resolution of a dispute it must immediately submit full details of the dispute to the chief executive officer of the other party or, if the party is an individual, that individual.
- (c) The parties acknowledge that compliance with this clause 12 is a condition precedent to any entitlement to claim relief or remedy, whether by way of proceedings in a court of law or otherwise in respect of such disputes, except:
 - (i) in the case of applications for urgent interlocutory relief; or
 - (ii) a breach by another party of this clause 12.

16. NOTICES

16.1 FORM OF NOTICE

A notice or other communication to a party under this Agreement must be:

- (a) in writing and in English; and
- (b) addressed to that party to:
 - (i) the postal address of that party; or
 - (ii) the email address of that party that has been regularly used by the parties to correspond during the term of this Agreement (unless such email address is known to be inactive by the party giving notice).

16.2 HOW NOTICE MUST BE GIVEN

A notice must be given by one of the methods set out in the table below and is regarded as given and received at the time set out in the table below: and,

Method	When Notice is regarded as given and received
By hand	On delivery
By prepaid post in the same country	On the third business day after the date of posting
By prepaid post in another country	On the fifth business day after the date of posting by airmail
By email to the nominated email address	Unless the party sending the email knows or reasonably ought to suspect that the email and the attached communication were not delivered to the addressee's domain specified in the email address, 24 hours after the email was sent.

17. GENERAL

17.1 GOVERNING LAW

This Agreement is governed by the law applying in New South Wales, Australia.

17.2 JURISDICTION

Each party irrevocably submits to the exclusive jurisdiction of the courts of New South Wales, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this Agreement. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

17.3 ASSIGNMENT

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this Agreement without the prior consent of each other party (such consent not to be unreasonably withheld).

17.4 RELATIONSHIP

- (a) Nothing contained in this Agreement creates an agency, partnership, joint venture or employment relationship between RaceAway and the Participant or any of their respective employees, agents or contractors.
- (b) Neither party nor any person acting on its behalf may hold itself out as being entitled to contract or accept payment in the name of or on account of the other party.

17.5 WAIVER

No party to this Agreement may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

17.6 FURTHER ACTS AND DOCUMENTS

Each party must promptly do all further acts and execute and deliver all further documents required by law or reasonably requested by another party to give effect to this Agreement.

17.7 ENTIRE AGREEMENT

This Agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of this Agreement.

18. DEFINITIONS

In addition to capitalised terms defined in the Agreement Details above, capitalised terms used in this agreement will have the following meanings:

Term	Meaning
AASA	means Australian Auto-Sport Alliance
Business Days	means a day (other than a Saturday, Sunday or any other day which is a public holiday) on which banks are open for general business in Australia.
CAMS	means Confederation of Australian Motor Sport now Motorsport Australia.
Participant	has the meaning set out in the Registration Form.
Race Car	has the meaning set out in the Registration Form.
Fees	has the meaning set out in the Registration Form.
Site	means the venue specified in the Registration Form.
Laws	mean any applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time in the relevant jurisdiction(s) where the Sales Services are performed or received and includes any industry codes of conduct.
Personnel	means, in respect of a party, that party's officers, employees, contractors (including subcontractors) and agents.
Registration Form	has the meaning set out in clause 1(a) of these Terms and Conditions.
Rental Term	means the period of Race Car rental set out in the Registration Form.
Services	means the Services provided to the Participant by RaceAway, listed in Registration Form.
Activities	means the Activities provided to the Participant by RaceAway, listed in Registration Form
Event	has the meaning set out in the Registration Form.
Third Party Terms	has the meaning set out in clause 9.

19. INTERPRETATION

In this agreement, the following rules of interpretation apply:

- (a) **(singular and plural)** words in the singular includes the plural (and vice versa);
- (b) **(gender)** words indicating a gender includes the corresponding words of any other gender;
- (c) **(defined terms)** if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (d) **(person)** a reference to "person" includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;
- (e) **(party)** a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (f) **(this agreement)** a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of this agreement, and a reference to this agreement includes all schedules, exhibits, attachments and annexures to it;
- (g) **(document)** a reference to a document (including this agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (h) **(currency)** a reference to "\$" or "dollar" is to Australian currency;
- (i) **(headings)** headings and words in bold type are for convenience only and do not affect interpretation;
- (j) **(includes)** the word "includes" and similar words in any form is not a word of limitation; and
- (k) **(adverse interpretation)** no provision of this agreement will be interpreted adversely to a party because that party was responsible for the preparation of this agreement or that provision.

APPENDIX A – RACE CAR HIRE DAMAGES

RACE CAR TYPE	REPLACE ENGINE	REPLACE TRANSMISSION	TOTAL REPLACEMENT	PANEL DAMAGE
NISSAN PULSAR	\$3,500	\$2,750	\$15,000	AT COST + \$750
NISSAN NX COUPE	\$3,500	\$2,750	\$7,000	AT COST + \$750
HYUNDAI EXCEL	\$3,500	\$2,750	\$12,000	AT COST + \$750
MX5	\$4,500	\$3,500	\$16,000	AT COST + \$750
MAZDA 3 SP25	\$4,500	\$3,500	\$23,000	AT COST + \$750
RX8	\$9,500	\$6,500	\$25,000	AT COST + \$750
TOYOTA T86	\$5,500	\$4,500	\$22,000	AT COST + \$750
BMW E46 M3	\$14,000	\$6,500	\$38,000	AT COST + \$750

PRIVACY POLICY

INTRODUCTION

This document sets out the privacy policy of the RaceAway Track Time Pty Ltd ABN 68 612 507 043 (referred to in these terms and conditions as 'we', 'us', or 'our').

We take our privacy obligations seriously and we've created this privacy policy to explain how we store, maintain, use and disclose personal information.

By providing personal information to us, you consent to our storage, maintenance, use and disclosing of personal information in accordance with this privacy policy.

We may change this privacy policy from time to time by posting an updated copy on our website and we encourage you to check our website regularly to ensure that you are aware of our most current privacy policy.

TYPES OF PERSONAL INFORMATION WE COLLECT

The personal information we collect may include the following:

- name;
- mailing or street address;
- email address;
- social media information;
- telephone number and other contact details;
- age, date of birth;
- licences includes driver's and race licence details
- credit card information;
- information about your business or personal circumstances;
- information in connection with client surveys, questionnaires and promotions;
- your device identity and type, I.P. address, geo-location information, page view statistics, advertising data and standard web log information;
- information about third parties; and
- any other information provided by you to us via our website or our online presence, or otherwise required by us or provided by you.

HOW WE COLLECT PERSONAL INFORMATION

We may collect personal information either directly from you, or from third parties, including where you:

- contact us through our website;
- submit any of our online sign up forms;
- communicate with us via email, telephone, SMS, social applications (such as LinkedIn, Facebook or Twitter) or otherwise;
- interact with our website, social applications, services, content and advertising; and
- invest in our business or enquire as to a potential purchase in our business.

We may also collect personal information from you when you use or access our website or our social media pages. This may be done through use of web analytics tools, 'cookies' or other similar tracking technologies that allow us to track and analyse your website usage. Cookies are small files that store information on your computer, mobile phone or other device and enable and allow the creator of the cookie to identify when you visit different websites. If you do not wish information to be stored as a cookie, you can disable cookies in your web browser.

USE OF YOUR PERSONAL INFORMATION

We collect and use personal information for the following purposes:

- to provide services or information to you;
- for record keeping and administrative purposes;
- to provide information about you to our contractors, employees, consultants, agents or other third parties for the purpose of providing goods or services to you;
- to improve and optimise our service offering and customer experience;
- to comply with our legal obligations, resolve disputes or enforce our agreements with third parties;
- to send you marketing and promotional messages and other information that may be of interest to you and for the purpose of direct marketing (in accordance with the Spam Act). In this regard, we may use email, SMS, social media or mail to send you direct marketing communications. You can opt out of receiving marketing materials from us by using the opt-out facility provided (e.g. an unsubscribe link);
- to send you administrative messages, reminders, notices, updates, security alerts, and other information requested by you; and
- to consider an application of employment from you.

We may disclose your personal information to cloud-providers, contractors and other third parties located inside or outside of Australia. If we do so, we will take reasonable steps to ensure that any overseas recipient deals with such personal information in a manner consistent with how we deal with it.

SECURITY

We take reasonable steps to ensure your personal information is secure and protected from misuse or unauthorised access. Our information technology systems are password protected, and we use a range of administrative and technical measure to protect these systems. However, we cannot guarantee the security of your personal information.

LINKS

Our website may contain links to other websites. Those links are provided for convenience and may not remain current or be maintained. We are not responsible for the privacy practices of those linked websites and we suggest you review the privacy policies of those websites before using them.

REQUESTING ACCESS OR CORRECTING YOUR PERSONAL INFORMATION

If you wish to request access to the personal information we hold about you, please contact us using the contact details set out below including your name and contact details. We may need to verify your identity before providing you with your personal information. In some cases, we may be unable to provide you with access to all your personal information and where this occurs, we will explain why. We will deal with all requests for access to personal information within a reasonable timeframe.

If you think that any personal information we hold about you is inaccurate, please contact us using the contact details set out below and we will take reasonable steps to ensure that it is corrected.

COMPLAINTS

If you wish to complain about how we handle your personal information held by us, please contact us using the details set out below including your name and contact details. We will investigate your complaint promptly and respond to you within a reasonable timeframe.

CONTACT US

For further information about our privacy policy or practices, or to access or correct your personal information, or make a complaint, please contact us at: RaceAway Track Time Pty Ltd, PO Box 392 Mittagong, NSW, 2575 or info@raceawaytracktime.com.au

Our privacy policy was last updated on 01 June, 2020.