

DECLARATION OF RECOGNITION ON THE CONDITIONS OF PARTICIPATION IN ROTAX FLY-IN 2024 -  
AUSTRALIA

**Definition of Roles**

**BRP-ROTAX GmbH & Co KG**, duly organized under the laws of Austria, with its place of business at Rotaxstrasse 1, A-4623 Gunskirchen, Austria (hereinafter “**ROTAX**”)

**Bert Flood Imports PTY Ltd**, 17-18 Chris Dr, Lilydale VIC 3140, Australia (hereinafter “**Organizer**”)

**WHEREAS**, for the Purpose of the Rotax Fly-in Event 2024 (Parkes, Australia), ROTAX offers only the marketing concept and event registration infrastructure. The Organizer is the official event host being responsible for event coordination amongst all relevant stakeholders.

When I participate in the Rotax Fly-In 2024 event at Parkes Airport, Australia and participate as a pilot using an aircraft according to my registration for the event made via the ROTAX® website. I am a trained pilot and hold a valid pilot's license. I am aware of the schedule and program of the event, as well as the fact that the event is organized and hosted by the Organizer in Parkes, Australia.

By participating in the event, I agree to abide by the current rules of the event and the rules of the local airport of the event, Parkes Airport, Parkes (NSW 2870), Australia.

**Photography and Recording**

I acknowledge that during the event I will also be filmed and/or photographed in the area in which the events will be taking place for the purpose of documenting the events. I authorize from now on that the organizers of the event:

- May record with the use of photography and filming resources for audiovisual media production, as well as use the identification of my name and other information about me as a participant in this event, for the production of the media in question;
- May edit the record in a photo gallery/short film/webinar (which may include other recordings and materials);
- May present such record and/or photo or voice recording at the Event and/or disseminate the aforementioned information online (including on social media).

Accordingly, through this Statement, I:

- Exempt ROTAX and/or the Organizer from any infringement or violation of personal rights and/or property of any kind, based on the use of the audiovisual recordings mentioned above;
- I acknowledge that ROTAX and/or the Organizer owns and shall own all right, title and interest (including copyrights) in these registrations;
- I further acknowledge that ROTAX and/or the Organizer is not obligated to use these records;
- I warrant that I have all the power to provide the permission over your image/voice described in the version of this document, and that the terms of this version do not conflict with any existing commitment on my part;

- I understand and am aware that I will not receive any kind of remuneration for these records.

**Arrival and departure, equipment and companions:**

I am the owner/authorized user of the aircraft I will be using at the event, including the associated towing and equipment. I am solely responsible for the arrival and departure, as well as the safekeeping of the aircraft, associated trailer and equipment for the duration of the event on the premises at Parkes Airport, Parkes (NSW 2870), Australia. I participate in the event solely at my own risk. I declare to be aware of the fees that may be charged during the event by Parkes Airport.

I declare that any penalties that are applied to the aircraft for non-compliance with the flight rules imposed by the competent bodies are my sole responsibility.

In accordance with applicable legal provisions, I am liable to Parkes Airport, the Organizer or any third party for any damage caused by me (or persons attributable to me) to the equipment or facilities of Parkes Airport, the Organizer or any third party, as well as for personal injury.

Any damage I cause to the aircraft, the associated trailer and/or other equipment during my arrival or departure, as well as during my stay at the facility within Parkes Airport, shall be borne by me. The same applies to any harm I myself suffer as a result of my culpable and/or willful behavior. It is up to me to decide whether to obtain adequate insurance coverage for the aircraft, the associated trailer and/or other equipment if necessary.

**Legal Notice**

I acknowledge and agree that any and all complaints and/or claims related to the Event I participate in which is organized by the Organizer, Bert Flood Imports PTY Ltd shall be directly addressed to the Organizer by using the following by registered letter addressed to Bert Flood Imports PTY Ltd, 17-18 Chris Dr, Lilydale VIC 3140, Australia.

At the time of my registration, I was provided with all the latest information available regarding the terms and conditions of participation in the Event. The Organizer reserves the right to update the Terms and Conditions of Participation in the Event without prior notice, and it is up to the participant to consult the current rule by contacting the Organizer.

The Organizer, its partners, directors and employees will not be responsible for any losses, damages, claims or expenses arising from or referring to (but not limited to) the conduct and behavior of third parties (whether speaker or participant), or information provided by them before, during or any time after the Event, in any and all formats and platforms.

The Organizer's liability for damage caused by the Organizer (or persons attributable to it) is limited to damage proven to be caused by intent and gross negligence in respect of property damage and financial loss.

The Organizer shall not be liable in the following cases:

- I. slight negligence (except in the case of personal injury),
- II. unforeseeable events beyond Rotax's control that make participation impossible (such as weather-related disruptions), and
- III. damages I suffer due to the culpable behavior of other participants.

I am responsible for the passengers who accompany me to the event, and any damages incurred due to my negligence to them are my sole responsibility.

If the people traveling with me are minors, I am also responsible for their supervision throughout their stay at the event, unless there is another person responsible for the supervision of this minor traveling with me. The Organizer assumes no responsibility for minors staying on the premises of Parkes airport during the event.

I am aware that Parkes Airport is an uncontrolled area with a lot of aircraft movement, and I am not allowed to travel on foot inside it, without the proper escort or accompanied by airport agents.

### **Registration Performed by Third Parties**

If someone else registers me on my behalf, it is up to the person registering me to notify me of the terms and conditions of this registration and be sure that all representations which they make herein on my behalf are known by them to be accurate or are confirmed by me to be accurate before registering me, which by registering me they affirm that they have done. I hereby give them authority to agree to these terms and undertakings on my behalf, as the participant as if I was registering myself, and by registering me the person performing this registration on my behalf hereby confirms that they have express authority from the participant to do so.

The Organizer is not responsible for registrations made by third parties on their behalf. However, if you identify that someone has registered for this event using your personal details without your authority, please contact us immediately.

### **Cancellation of Event Registration**

All requests for cancellation of registration at the event must be sent to the Organizer, in writing, by sending an e-mail to [admin@bertfloodimports.com.au](mailto:admin@bertfloodimports.com.au).

Cancellation requests received will only be processed after you receive a registration confirmation by email from the Organizer. If you do not receive a confirmation within two (2) business days, please contact the Bert Flood Imports PTY Ltd office at +61 3 9735 5655 or e-mail: [admin@bertfloodimports.com.au](mailto:admin@bertfloodimports.com.au).

If the cancellation request is not received in writing, the registration will not be canceled.