

SUPPLEMENTARY REGULATIONS
2022 Victorian V8s Series
PHILLIP ISLAND GRAND PRIX CIRCUIT VICTORIA
10th & 11th Sep 2022



This Event will be conducted under the FIA International Sporting Code including Appendices, the National Competition Rules (NCR) of Motorsport Australia, the Circuit Race Standing Regulations, these Supplementary Regulations and any further Regulations or instructions which may be issued and will be subject to **Motorsport Australia Permit No 322/1109/03**

Promoter The Event is to be held in accordance with Motorsport Australia OH&S, Safety 1st, Integrity and Legal, and Risk Management Policies, which can be found on the Motorsport Australia website at www.motorsport.org.au. The Event will be promoted and organised by the Phillip Island Auto Racing Club Ltd **44 Aspen Circuit, Springvale, Vic 3171**

Organising Committee Clerk of the Course – Warren Reid (8831)
 Secretary of the Event – Gale Smith (9130404)

Stewards Wayne Roffey (881038) and Michael Dennis (883063)

Judge of Fact Clerk of Course, Chief Time Keeper, Starter

Event Description The Event will be a **Club Race** and is a round of the VicV8s Club series. To be held at Phillip Island Circuit. The Circuit is 4.45 km in length, hotmix surface and racing will be in an anti-clockwise direction.

Entries Entries will **open** on publication of these regulations and **close** on the 10/09/2022
 Entry form and entry fees must be forward to:
enquiries@autocure.com.au Mobile: 0419 361 520
Entry fee to be paid direct to Vic V8s

TO BE ELIGIBLE TO COMPETE DRIVERS MUST BE A FINANCIAL MEMBER OF THE VICTORIAN V8s Inc. Each Driver must hold a minimum of a Motorsport Australia Circuit Licence with Provisional Endorsement unless noted otherwise against a particular Event or specified otherwise in the Sporting Regulations for the relevant Championship/Cup/Series/Trophy/etc

Insurance **Maximum number of entries will be 30. Organisers reserve the right to refuse any entry in accordance with the NCR.** Certain public, property, professional indemnity and personal accident insurance is provided by Motorsport Australia in relation to the Event. Further details can be found in the Motorsport Australia Insurance Handbook, available at www.motorsport.org.au.

Race Format Competition will be
Saturday, practice (15Min) Qualifying (20 Mins) and Race 1 (8 Laps)
Sunday, Race 2(8 Laps), Race 3(8 Laps), Race 4 (8 Laps) all awarded points.
 The winner will be the driver with the highest points. In the case of a tie the winner of the final will be declared the winner. Grids will be 2x2. Grid position determination will be as per Circuit Race Standing Regulations Grid positions – Progressive Grid. Starts will be Non-Championship Standing Start as per Steps 2 and 3 of Circuit Race Standing Regulations Start Procedure.

Protests Flags or lights will be used for starting. The event will be conducted on a day with 95dB(A) noise limits. Any protests must be lodged in accordance with the NCR.

Abandonment Abandonment, cancellation and postponement will be in accordance with the NCR.

Timing Timing will be electronic, and each competitor will require a DATA-1 Transmitter.

Vehicle Scrutiny Targeted Scrutiny will be conducted at this event.
 All competitors must present their Motorsport Australia licences, Competitors Vehicle Declaration Form. Motorsport Australia Log Book, Competition Records and Affiliated Membership Cards at document check in the Secretary's Office. Helmet and apparel (in accordance with Schedule D) must also be presented to the scrutineer prior to receiving an Approval to Compete sticker. Vehicles must be adequately muffled to comply with noise restrictions of the Motorsport Australia Manual.
 Competitors who are required for an audit during the event will be notified at this time, and a suitable time arranged. This audit will take about 10 to 15 minutes. Vehicles for this process will be selected at random. A further check of vehicles may be conducted in the Marshalling Area prior to going onto the circuit. Commences at **7.30 a.m.** Finishes **8.30 a.m.**

Driver Briefing Commences at **8.30a.m.** (It is compulsory for all drivers to attend).

Racing Starts General **TBA in Further Regulations.**
 Fuel must be in accordance with Schedule G of the Motorsport Australia Manual.

ALCOHOL, DRUGS AND OTHER SUBSTANCES
 The holder of a Motorsport Australia Licence (or a Licence issued by another ASN) may be tested for the presence of any drug or other banned substance and subject to a penalty for a breach of the Australian National Anti-Doping Policy and/or the Motorsport Australia Illicit Drugs in Sport (Safety Testing) Policy at www.motorsport.org.au. Consumption of alcohol in the paddock, pits or any other Reserved Area is prohibited until all Competition is concluded each day. The holder of a Motorsport Australia Licence (or a Licence issued by another ASN) may be tested for the presence of alcohol by a Motorsport Australia Accredited Testing Official (CATO) in accordance with the Motorsport Australia Alcohol Policy at www.motorsport.org.au.

GATES OPEN 7.00 A.M.....TRACK TO BE VACATED BY 6.00 P.M.

2022 VICTORIAN V8 SERIES

PHILLIP ISLAND GRAND PRIX

CIRCUIT VICTORIA

Entry Form



Held under the FIA International Sporting Code including Appendices and the NCR of Motorsport Australia.

ENTRIES OPEN ON PUBLICATION OF REGULATIONS	ENTRIES CLOSE
<p>Entry Forms and Entry Fees <u>Must</u> be forwarded to: VicV8s, enquiries@autocure.com.au Mobile: 0419 361 520 Entry Fee to be paid direct to Vic V8s Ditto marks or “As Above” will not be accepted ALL PAYMENTS MUST BE MADE PAYABLE TO: VICTORIAN V8 SERIES Organisers reserve the right to refuse any entry in accordance with the NCR.</p>	

Competitor (Owner of Vehicle):	Licence No.	Level	Expires
Address (For all Correspondence):	Postcode:	Dorian Timer No.	
Telephone (Daytime):	Telephone (Mobile):	Telephone (A/H):	
E-mail:			
Emergency Contact & Phone Number:			

Driver:	Licence No.	Level	Expires
Street Address: (Driver)	Postcode:		
Telephone (Daytime):	Telephone (Mobile):	Telephone (A/H):	
E-mail::			
Emergency Contact & Phone Number:			

Make:	Model:	Year:	Capacity: CC.
Colour:	Log Book No:		Class:

Club:	Club Membership No:	Expiry Date:	Preferred Racing No:
-------	---------------------	--------------	-------------------------

Email to: enquiries@autocure.com.au
 Garage Hire will be via Motorsport Australia Entry system.

Please read and sign the disclaimers on the reverse side. This entry is not valid if these disclaimers are not signed, all details completed, and all due fees paid. PTO →

Risk Warning and Disclaimer

Motorsport Activities are inherently dangerous recreational activities and there is significant risk of injury, disability or death. If you do not wish to be exposed to such risks, then you should not participate in the Motorsport Activities.

Acknowledgement of Risks

I acknowledge that the risks associated with attending or participating in Motorsport Activities include but are **not limited** to the risk that I may suffer harm as a result of:

- motor vehicles (or parts of them) colliding with other motor vehicles or persons or property;
- other participants acting dangerously or with lack of skills;
- high levels of noise exposure;
- acts of violence and other harmful acts (whether intentional or inadvertent) committed by persons attending or participating in the event; and
- the failure or unsuitability of facilities (including grand-stands, fences and guard rails) to ensure my safety.

Exclusion of Liability, Release and Indemnity

In exchange for being able to attend or participate in the Motorsport Activities, **I will and agree to:**

- to **release** Motorsport Australia and the Entities to the extent that any or all of them are providing Recreational Services from all liability for:
 - my **death**;
 - any **physical or mental injury** (including the aggravation, acceleration or recurrence of such an injury);
 - the contraction, aggravation or acceleration of a **disease** including but not only COVID-19;
 - the coming into existence, the aggravation, acceleration or recurrence of any other **condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs**:
 - that is or may be harmful or disadvantageous to me or the community; or
 - that may result in harm or disadvantage to me or the community;
 - any claim for any costs and expenses I may incur as a consequence of any of the above;
- arising from my participation in or attendance at the Motorsport Activities;
- to **indemnify and hold harmless and keep indemnified** Motorsport Australia and the Entities to the maximum extent permitted by law in respect of any Claim by any person; and
- to attend at or participate in the Motorsport Activities at my own risk.

I understand that:

- nothing in this document excludes, restricts or modifies any rights that I may have as a result of significant personal injury that is caused by the Reckless Conduct of Motorsport Australia and the Entities as the supplier of the Motorsport Activities and Recreational Services;
- nothing in this document prevents Motorsport Australia and the Entities from relying on any laws (including statute and common law) that limit or preclude their liability;
- nothing in this document excludes any term or guarantee which under statute cannot be excluded, however the liability of Motorsport Australia and the Entities is limited to the minimum liability allowable by law;
- nothing in this document precludes me from making a claim under a Motorsport Australia insurance policy where I am expressly entitled to make a claim under that insurance policy; and
- Motorsport Australia has arranged for limited personal injury insurance coverage which may provide me with some protection for loss, damage or injury that I may suffer during my participation in the Motorsport Activities. I acknowledge and accept that the insurance taken out by Motorsport Australia may not provide me with full indemnity for loss, damage or injury that I may suffer during my participation in the Motorsport Activities, and that I may have to pay the excess if a Claim is made under an insurance policy on my behalf. I agree that my own insurance arrangements are ultimately my responsibility and I will arrange any additional coverage at my expense after taking into account Motorsport Australia's insurance arrangements, this document and my own circumstances.

Where Motorsport Activities are held in the following jurisdictions, I acknowledge that I have also read and accept the following warnings:

Under Australian Government Consumer Law (which is part of the **Competition and Consumer Act 2010 (Commonwealth)**), several guarantees are implied into contracts for the supply of certain goods and services. I agree that the application of all or any of the provisions of Subdivision B of Division 1 of Part 3-2 of Australian Consumer Law (i.e. guarantees relating to the supply of services), the exercise of rights conferred by those provisions, and any liability of Motorsport Australia and the Entities for a failure to comply with any such guarantees, are excluded. However, such exclusion is limited to liability for:

- death, physical or mental injury (including aggravation, acceleration or recurrence of such an injury of the individual);
- contraction, aggravation or acceleration of a disease of an individual; or
- the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to an individual that is or may be harmful or disadvantageous to the individual or the community, or that may result in harm or disadvantage to the individual or the community.

This exclusion does not apply to significant personal injury suffered by me as a result of the reckless conduct of Motorsport Australia and the Entities.

Warning Applicable in Relation to Motorsport Activities Held in Victoria

Warning Under The Australian Consumer Law and Fair Trading Act 2012:

Under **The Australian Consumer Law (Victoria)**, several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to me:

- are rendered with due care and skill;
- are reasonably fit for any purpose which I either expressly or by implication, make known to the supplier; and
- might reasonably be expected to achieve any result I have made known to the supplier.

Under section 22 of the **Australian Consumer Law and Fair Trading Act 2012 (Vic)**, the supplier is entitled to ask me to agree that these conditions do not apply to me. I understand that if I sign this form, I am agreeing that any rights to sue the supplier under the **Australian Consumer Law and Fair Trading Act 2012** if I am killed or injured because the services were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.

Note: I note that the change to my rights, as set out in this form, does not apply if my death or injury is due to gross negligence on the supplier's part.

"Gross negligence" in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the **Australian Consumer Law and Fair Trading Regulations 2012** and section 22(3)(b) of the **Australian Consumer Law and Fair Trading Act 2012**.

Warning Applicable in Relation to Motorsport Activities Held in South Australia

Under sections 60 and 61 of **The Australian Consumer Law (SA)**, if a person in trade or commerce supplies me with services (including recreational services), there is a statutory guarantee that those services:

- will be rendered with due care and skill; and
- any product resulting from those services, will be reasonably fit for the purpose for which the services are being acquired (as long as that purpose is made known to the supplier); and
- any product resulting from those services, will be of such a nature, and quality, state or condition, that they might reasonably be expected to achieve the result that the consumer wishes to achieve, (as long as that wish is made known to the supplier or a person with whom negotiations have been conducted in relation to the acquisition of the services).

Excluding, Restricting or Modifying My Rights:

Under section 42 of the **Fair Trading Act 1987 (SA)**, the supplier of recreational services is entitled to ask me to agree to exclude, restrict or modify their liability for any personal injury suffered by me or another person for whom, or on whose behalf, I am acquiring the services (a third party consumer). If I sign this form, I am agreeing to exclude, restrict or modify the supplier's liability with the result that compensation may not be payable if I or the third party consumer suffer personal injury.

Important:

I do not have to agree to exclude, restrict or modify my rights by signing this form. The supplier may refuse to provide me with the services if I do not agree to exclude, restrict or modify my rights by signing this form. Even if I sign this form, I may still have further legal rights against the supplier. A child under the age of 18 cannot legally agree to exclude, restrict or modify their rights. A parent or guardian of a child who acquires recreational services for the child cannot legally agree to exclude, restrict or modify the child's rights.

Agreement to exclude, restrict or modify my rights:

I agree that the liability of Motorsport Australia and the Entities for any death or personal injury that may result from the supply of the recreational services that may be suffered by me (or a person for whom or on whose behalf I am acquiring the services) is excluded. Further information about these rights can be found at www.cbs.sa.gov.au

Definitions:

- "Claim" means and includes any action, suit, proceeding, claim, demand or cause of action however arising including but not limited to negligence, BUT does NOT include a claim under a Motorsport Australia insurance policy by any person expressly entitled to make a claim under that insurance policy;
- "Entities" means event and competition organisers/promoters/managers, land and track owners/managers/administrators/lessees, Motorsport Australia affiliated clubs, state and territory governments and insureds listed in Motorsport Australia's public/product/professional indemnity insurance policies and each of their related bodies corporate (including their related bodies corporate) and each of their organs and agencies, officers/president/directors/executives, employees, servants, agents, partners, providers, members, competitors, drivers, co-drivers, navigators, officials, crew members, service crew, delegates, licence holders, commissions, committees, advisers, trustees, councils, panels, shareholders, volunteers, officials, appointees, delegated bodies and sponsors;
- "Motorsport Activities" means any motorsport activities or Recreational Services which are permitted or approved which Motorsport Australia regulates or administers or otherwise are under the responsibility / control of Motorsport Australia;
- "Motorsport Australia" means the Confederation of Australia Motor Sport Ltd. trading as Motorsport Australia;
- "Reckless Conduct" means conduct where the supplier of the recreational services is aware, or should reasonably have been aware, of a significant risk that the conduct could result in personal injury to another person and engages in the conduct despite the risk and without adequate justification;
- "Recreational Services" means (unless otherwise defined in this document) services that consist of participation in:
 - a sporting activity; or
 - a similar leisure time pursuit or any other activity that:
 - involves a significant degree of physical exertion or physical risk; and
 - is undertaken for the purposes of recreation, enjoyment or leisure.

CATEGORY/COMPETITION NUMBER (IF APPLICABLE)

FOR COMPETITOR, DRIVER OR NAVIGATOR MOTORSPORT AUSTRALIA LICENCE NO.

I do hereby declare that I am a full financial member of a Motorsport Australia Affiliated Sporting Car Club at the time of the event Yes

or,

I am a service crew member Yes

COVID-19 Declaration

I declare that I:

- Have not tested positive to COVID-19 within the last seven days, and am not currently in isolation due to a positive COVID-19 test result;
- am not currently experiencing any symptoms of COVID-19;

If after submitting this form I do come into contact with someone with COVID-19 or if I start to exhibit any of the symptoms or signs indicating that I may be infected, I will immediately withdraw from the Event, notify Motorsport Australia in conjunction with the Event Organiser and ensure that my close contacts also do not attend. Should I become ill at or start to exhibit COVID-19 symptoms at the Event I shall withdraw safely and immediately notify the Event Organiser, including identification of those others who I have come into contact with at the Event.

I declare, acknowledge and accept that I will comply with all Government and Motorsport Australia requirements imposed in respect of COVID-19. I understand that Motorsport Australia guidance on COVID-19 in relation to Events has Regulatory status and is applied in conjunction with the Motorsport Australia National Competition Rules (NCR). Breach of this obligation may lead to disciplinary action being taken.

I understand and agree that my personal data is being processed solely for the purposes of running this Event and may be used for the purposes of COVID-19 infection tracing and will be handled by the organisers in accordance with Motorsport Australia policy.

Declaration

Any person making a false declaration is liable to refusal and cancellation of licence and/or insurance cover and/or entry to a motorsport activity

I accept the conditions of, and acknowledge the risks arising from, attending or participating in motorsport activities being provided by Motorsport Australia and the Entities. I agree to be bound by the rules, regulations and policies of Motorsport Australia at all times.

The information I have entered into this form is true and correct and I will advise Motorsport Australia immediately if any of the information I have given is no longer true and correct. I have read, understood, acknowledge and agree to the above including the exclusion of statutory guarantees, warning, assumption of risk, release and indemnity.

NAME

SIGNATURE

SIGN HERE

DATE

— —

Parent/Guardian Consent (must be completed for all applicants under 18 years of age)

I, _____ of _____

am the _____ parent/ _____ guardian (*tick applicable*) of the above-named ('Minor') who is under 18 of age. I have read this document and understand its contents, including the exclusion of statutory guarantees, warning, assumption of risk, release and indemnity, and have explained the contents to the Minor. I consent to the Minor attending or participating in the event at their own risk.

SIGNATURE

SIGN HERE

DATE

— —