

# WIDE BAY MOTOR COMPLEX INCORPORATED

## GENERAL TERMS AND CONDITIONS

### **1. APPLYING FOR MEMBERSHIP**

- (a) WBMC Membership is made available by Wide Bay Motor Complex Incorporated. (WBMC Inc.) Registered Queensland Incorporated Association number IA38418.
- (b) These general terms and conditions as well as Wide Bay Motor Complex member benefits may change from time to time and are subject to change by WBMC Inc. at its absolute discretion without prior notice. WBMC Inc. is not liable to any member for any injury, loss or damage in these circumstances.
- (c) A copy of the current WBMC Inc. Membership General Terms and Conditions is available at [www.widebaymotorcomplex.com](http://www.widebaymotorcomplex.com).
- (d) These Terms and Conditions are binding on all members of WBMC Inc. regardless of the date on which the member has joined, or the manner in which they joined.
- (e) These terms constitute the entire agreement between the WBMC Inc. member and WBMC Inc. and cannot be waived or varied without approval in writing from WBMC Inc.
- (f) By submitting a completed Membership Application, current or prospective Members.
  - (i) confirm their desire to become a Foundation (Life) Member of WBMC Inc. and request that WBMC Inc. enter their name on the Register of Members accordingly;
  - (ii) thereby agree to be bound by the WBMC Inc. Constitution and any Rules Regulations and By-laws of the Association from time to time in force and; and
  - (iii) accept that they are also aware that any false detail provided may result in non-acceptance or termination of their Membership.
- (g) By joining WBMC Inc. members agree to be bound by these terms and conditions.

### **2. MEMBERSHIP ENTITLEMENTS:**

- (a) The General Membership entitlements are set out in the most recently published membership information brochure and on the WBMC Inc. website [www.widebaymotorcomplex.com](http://www.widebaymotorcomplex.com).
- (b) Membership benefits are set by WBMC Inc. according to the membership status, type or level.
- (c) Any WBMC Inc. benefits are not transferable nor redeemable for cash.
- (d) General Memberships are NOT a competitor membership – Should the member wish to compete in speed events and/or register for a competition licence through the Confederation of Australian Motorsports (CAMS), you are required to apply for a secondary, annual competitor membership using the standard membership form which can be found at [www.widebaymotorcomplex.com](http://www.widebaymotorcomplex.com).
- (e) WBMC Inc. shall not be liable in any way if member benefits are unavailable for any reason.
- (f) Any special offers made by affiliate partners of WBMC Inc. to WBMC Inc. members are made directly by such affiliate partners to WBMC Inc. Members independent of WBMC Inc. and can be withdrawn or changed by the affiliate partner without notice.
- (g) Spectator entry to motorsport events at the Wide Bay Motor Complex Inc. is strictly dependent on the facility being established.
- (h) May be subject to conditions of entry as applied by the various event operators and individual venues.
- (i) Competing members will be required to pay a yearly Cams levy which will be reviewed annually at the AGM. Currently the levy is set at \$10 per competing member.

### **3. MEMBERSHIP CARD:**

- (a) Members shall receive a current WBMC Inc. membership card following successful renewal or registration.
- (b) WBMC Inc. is not responsible for stolen or lost cards that are used fraudulently.
- (c) The WBMC Inc. membership card is not a debit, credit or charge card.
- (d) WBMC Inc. membership cards remain the property of WBMC Inc. at all times and must be returned to WBMC Inc. on the request from WBMC Inc.

### **4. VOTING RIGHTS OR OWNERSHIP ENTITLEMENT:**

- (a) Business Foundation Memberships are not a full voting entitlement membership.
- (b) Business Foundation Members are entitled to voting rights when the committee is required to have new representatives.
- (c) Voting rights are currently restricted to the following WBMC membership categories:
  - (i) Committee Members; and
  - (ii) Club membership representatives (two positions).
- (d) Voting entitlements are currently excluded from the following WBMC Inc. membership categories;
  - (i) Honorary Members; and
  - (ii) Club Members (note: Club Membership body is entitled to two votes within the committee);
  - (iii) Individual Foundation Members; and
  - (iv) Business Foundation Members.
- (e) WBMC Inc. reserves its rights in accordance with its applicable Constitution at the time and as so allowed; to alter and/or amend the voting rights of members within its various member Levels; from time to time.
- (f) Membership should not be mistaken for membership in the sense of being a shareholder or equity holder in WBMC Inc. As such membership does not give rise to an entitlement to any other voting rights not specified above or ownership.

## 5. CODE OF CONDUCT:

- (a) Wide Bay Motor Complex Inc. believes that all members have the right to enjoy the rights and privileges in a safe and supportive environment. To this end WBMC Inc. requires all members to follow any published WBMC Code of Conduct for events and activities.
- (b) WBMC Inc. reserves the rights to suspend or terminate membership where the member's conduct harms or is likely to harm the reputation of WBMC Inc. or causes or is likely to cause an unsafe environment.
- (c) All members of WBMC Inc. are ambassadors for the Wide Bay Motor Complex project and Australian Motorsport and as such should conduct themselves in a way that reflects our values and promotes the Wide Bay Motor Complex.

## 6. PRIVACY:

- (a) The privacy of your personal information as a member of WBMC Inc. is important to us. WBMC's Privacy Statement and Policy is available on our website [www.widebaymotorcomplex.com](http://www.widebaymotorcomplex.com) or can be obtained directly from WBMC Inc.

## 7. MARKETING AND PROMOTIONS:

- (a) Members who join WBMC Inc. agree to receive ongoing mail and electronic mail from WBMC Inc. and its associated entities. This may include newsletters, catalogues, special promotions, email messages, SMS messages etc.
- (b) WBMC Inc. Members do have the option to unsubscribe to WBMC Member Marketing program and may do so by contacting WBMC Inc. Memberships in writing to:

Wide Bay Motor Complex Inc.  
ATTENTION: Membership Officer  
PO Box 2010  
**MARYBOROUGH QLD 4650**

Or by emailing: [membership@widebaymotorcomplex.com](mailto:membership@widebaymotorcomplex.com)

## 8. MEMBERSHIP PRICING, APPLICATIONS AND REFUNDS:

- (a) All membership prices are inclusive of GST.

- (b) Standard WBMC Inc. membership fees are payable annually and are valid for a calendar year.
- (c) Membership applications will be processed as received and cannot be withdrawn once processed.
- (d) All refund requests received within three (3) months of membership commencement will be assessed by the WBMC Management Committee. Granting of refunds in full or partially is wholly at the discretion of WBMC Inc.
- (e) All requests are to be made in writing to:

Wide Bay Motor Complex Inc.  
ATTENTION: Membership Officer  
PO Box 2010  
**MARYBOROUGH QLD 4650**

Or by emailing: [membership@widebaymotorcomplex.com](mailto:membership@widebaymotorcomplex.com)

Cancellation fees may apply.