



THE BORDERLANDS BLITZ

SATURDAY 21ST of MAY 2022

SUPPLEMENTARY REGULATIONS

1. THE EVENT

1.1 The event, a round of the SOUTH EASTERN AUTOMOBILE CLUB 2022 TRE SERIES, is a **Touring Road Event**, and shall be known as **THE BORDERLANDS BLITZ** (hereinafter referred to as the event). The event shall be conducted over public and/or private roads in the Myora and Caroline Forest Areas on Saturday 21st of May.

1.2 A Touring Road Event is a competition, which consists of a series of road, transport and/or navigation sections whose itinerary and Regulations are designed so that all relevant road laws can be complied with by all Competitors, together with several special tests.

1.3 Special tests may include but are not limited to the following:

Skill tests (e.g., Motorkhana, navigation, observation, Khanacross, average speed)

2. SCHEDULE OF DATES:

Entries Open:	– Upon Publication of these Regulations
Entries Close:	– Tuesday 17 th of May at 1830
Ballot:	– Tuesday 17 th of May at 1845
Scrutiny:	– Saturday 21 st of May from 1430 to 1600 Borderline Speedway
Book in at Event HQ:	– Saturday 21 st of May at 1500 Borderline Speedway
Instructions Issued:	– Saturday 21 st of May from 1530 Borderline Speedway
Drivers Briefing:	– Saturday 21 st of May at 1800 Borderline Speedway
Event Start:	– Saturday 21 st of May at 1830 Borderline Speedway
Event Finish:	– Borderline Speedway

3. AUTHORITY:

3.1 The event will be held under the FIA International Sporting Code including Appendices, the National Competition Rules of Motorsport Australia, the National Rally Standing Regulations (NRSR), National Touring Standing Regulations (NTSR) the current SA Conditions of Rallying, the 2022 South Eastern Automobile Club Trials Standing Regulations, these Supplementary Regulations and any Further Regulations, Bulletins and Route Instructions as issued. The Event is to be held in accordance with Motorsport Australia WHS, Safety 1st, Integrity and Legal, and Risk Management Policies, which can be found on the Motorsport Australia website at www.motorsport.org.au.

3.2 The Motorsport Australia Permit Number is **522/2205/02**

4. ORGANISATION:

4.1 The event will be organised and promoted by the: South Eastern Automobile Club of SA Inc., P.O. Box 1551, MOUNT GAMBIER S.A. 5290, Ph: 0438047712.

4.2 In accordance with Motorsport Australia NCR's, the Organisers reserve the right to postpone, abandon or cancel the event if in their opinion the entries are insufficient (less than 10) or by "Force Majeure".

5. KEY PERSONNEL:

• Clerk of Course	Adam Branford	LIC: 9340363	Mobile: 0417 844 183
• Assistant COC	Ken Moore	LIC: 9904632	Mobile: 0418 851 868
• 2nd Assistant CO	Sam Ryan	LIC: 1002334	Mobile: 0488 949 627
• Event Secretary	Aaron Bowering	LIC: 9898360	Mobile: 0418 836 169
• Course Checker	Peter Becker	LIC: 9554557	Mobile: 0427 897 119
• Event Steward	Peter Lock	LIC: 9765380	Mobile: 0419 642 134
• Chief Scrutineer	Mick Cooper	LIC: 9663010	Mobile: 0408 848 103
• Chief Timekeeper	Ken Moore	LIC: 9904632	Mobile: 0418 851 868

6. CREW ELIGIBILITY:

- 6.1** The Crew must hold a Motorsport Australia Speed and all Crew Members are required to be current financial members of the South Eastern Automobile Club of SA.
- 6.2** The Driver of the vehicle must hold a current and valid civil driving licence.
- 6.3** 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.
- 6.4** All Crew Members are encouraged to have their own personal health insurance and be a current member of an appropriate ambulance service.
- 6.5** Crew Members are reminded of the requirements of Article 4 of the National Rally Standing Regulations – Events General: Drivers must comply with all relevant traffic regulations at all times, paying particular attention to noise and legal speed limits. Traffic regulations at all times take precedence over Supplementary Regulations and/or route instructions whenever they are more limiting than the corresponding Motorsport Australia requirements. In addition, wheel spin is not permitted on public roads, and Drivers must stay to the left side unless overtaking. Officials are Judges of Fact for these issues, and the penalty for infringements is exclusion.
- 6.6** Crew shall consist of up to 2 persons, 1 as the driver, & 1 as the navigator. Passengers may be allowed at clerk of course discretion/approval with correct Motorsport Australia licence.
- 6.7** As per Series Regulations All Crew Members and Passengers Must wear an approved Helmet during all competitive sections. Failure to comply will result in immediate exclusion from the event. All apparel, including helmets, must comply with Schedule D of the current Motorsport Australia Manual

7. VEHICLE ELIGIBILITY:

- 7.1** Vehicles complying with Schedule NRSR VG of the 2022 NTSR-TRE Australia Manual.
- 7.2** All vehicles must comply with the requirements of the NRSR – Road Rallies.
- 7.3** All competing vehicles must be registered or have a permit allowing them to be driven on public roads, as per Article 1 (b) of the NRSR – Vehicles General.
- 7.4** In addition, a First Aid Kit complying with NRSR VG Standing Regulations Article 5, a 2kg fire extinguisher, reflective hazard triangles, and a SOS/OK card must be carried in all competition vehicles at all times.

8. ENTRIES AND STARTING ORDER:

- 8.1** Entries submitted online via the Motorsport Australia Website online entry system.
- 8.2** Direct bank transfers can be made to BSB 105002 Account number 041 622 040. Please enter your surname as a reference followed by “Trial entry” and provide a copy of the online payment receipt at documentation
- 8.3** For entries received prior to the close of the entries date and time the entry fee shall be \$180.00 (Inc. GST)
- 8.4** A \$40.00 clean-up fee will also be charged per entry. This fee is refundable or transferable to the next event on attendance to clean-up after the event (generally next morning). Non-attendance by Crews will result in forfeiture of the clean-up fee. This fee may be waived at the Clerk of the Course’s discretion.
- 8.5** The field will be limited to a maximum of 40 entries being accepted in accordance with the 2022 South Eastern Automobile Club TRE Standing Regulations.
- 8.6** The Organisers reserve the right to refuse any entry in accordance with the NCR.
- 8.7** The starting order will be determined by ballot within Driver’s grades in accordance with the 2022 South Eastern Automobile Club TRE Standing Regulations.
- 8.8** Competitors/Crews are reminded of the penalties under the NRC for false statements.
- 8.9** Competitors under the age of 18 years must have written consent of a parent or guardian to enter and participate.

9. REFUNDS:

For Entries withdrawn prior to the event, the maximum refund shall be as follows:

Prior to Official Start	100%
Following rejection at scrutiny	100%
Following rejection from Clerk of Course	100%
Reasons of Force Majeure	up to 75%

10. **SCRUTINY AND DOCUMENTATION**

Scrutiny and Documentation will be performed between the times Saturday 21st of April at 1430 – 1600 at The Borderline Speedway. All local Crews and cars must attend Official Scrutiny UNLESS prior arrangement has been made with the Clerk of the Course and Chief Scrutineer.

Vehicles of non-local Competitors can be scrutineered by their local Scrutineer. (These Competitors must provide a copy of passed Scrutiny Slip to the Chief Scrutineer of the event).

Vehicles must arrive at the Scrutiny Venue in READY TO COMPETE CONDITION in compliance with the current Motorsport Australia Manual. All vehicles must be adequately muffled to comply with noise restrictions.

The following items shall be presented and checked for both Driver and Navigator at Scrutiny:

- **Competitor's Motorsport Australia Licence**
- **Motorsport Australia Vehicle Log Book. (if applicable)**
- **Current Motorsport Australia affiliated club Membership Card**
- **Civil Licence.**
- **Registration papers.**

All documents presented must be current and not expire over the duration of the event.

There will be no documentation at the start of the event unless prior approval has been granted by the Clerk of the Course.

There will be Scrutiny at the start of the event; however, the Chief Scrutineer may also inspect any vehicle during or after the event.

Vehicles will be sorted into the following classes:

- a) (\leq 1301 2WD)
- b) (1301-1600 2WD)
- c) (1600 – 2000 2WD)
- d) (\geq 2000 2WD)
- e) (All 4WD)

11. **FUEL AND SERVICING:**

Throughout the event refuelling and servicing of a competing car may only be carried out within the designated Service Area, marked in the Service Instructions (issued at the Book-in desk at Event HQ) Crews only are allowed to work on their own car, using tools etc. on board the vehicle outside the designated Service Area.

Fuel must comply with Schedule G of the current Motorsport Australia Manual.

12. **JUDGES OF FACT:**

In accordance with the NCR the following Officials are deemed to be Judges of Fact:

Control Officials are deemed to be Judges of Fact of the following:

- Not wearing seatbelt, helmet or safety clothing.
- Failure to follow the prescribed course.

Scrutineers are deemed to be Judges of Fact of the following:

- Vehicle unsafe to continue or un-roadworthy.
- Weight of a vehicle.
- Not wearing seatbelt, helmet or safety clothing.

All Officials are deemed to be Judges of Fact for the following:

- Failure to follow the prescribed course or not complying with the relevant civil traffic regulations.

Medical officers are deemed to be Judges of Fact for the following:

- The medical condition of any Official, Competitor, Crew Member.

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13. **RUNNING DETAILS:**

The event will run in one Division of approx. 114 kms Competitive and 54 kms Transport, on 21st May 2022, in the Myora and Caroline Forest regions. Late running Time will be 90 mins.

The event will start at SEAC Park, Megaw Rd, Burrungle, SA 5290 The maximum average speed limit during this event will be 80km/h.

14. EVENT TIMING AND RESULTS:

14.1 Timing will be recorded to the second and scoring of the event will be to the forward minute with increments of one (1) minute. Penalties applied will be expressed as points. For example:

Time Allowed = 10.00mins Time Taken= 9.48mins Penalty = 0 points

Time Allowed = 10.00mins Time Taken = 10.00mins Penalty = 0 points

Time Allowed = 10.00mins Time Taken = 10.50mins Penalty = 1 points

14.2 The Clerk of Course, when compiling results, reserves the right to take into account any documents provided by Officials of the Event.

14.3 All control officials of the Event will be Judges of Fact with regard to time, direction and manner of entry into controls.

14.4 Crews are reminded that it is the crew's responsibility to ensure that all appropriate entries are made completely and correctly on their road card. For this Event, this must be done before leaving the control of that section.

14.5 Controls and timing will be in accordance with the provisions of the NCR in the Motorsport Australia Manual. The Event will use A to B timing as per NRSR EG 1.4 and SSR 3.2. Under these rules the "penalty" for Competitive sections is the Time Taken to complete the stage. If that time exceeds the Target Time, the time in excess will accrue as Late Time.

14.6 SEAC Events run under the A to B format are exempt from the time penalty for late arrival from a Liaison section as described in NRSR SSR 4.3 (a) (x). However Late Time will accrue accordingly.

14.7 SEAC Events run under the A to B format are not exempted from the time penalty for early arrival from a Liaison section. A penalty of 1 point per minute early (or part thereof) will be applied. No such penalty applies for early arrival at the end of Event. A penalty will therefore be applied for early arrival into the Service Break Time Control. All Crews will start the event with zero points and the Crew with the lowest aggregate points loss will be declared the winner.

14.8 In the event of a tied overall result at the conclusion of competition the determining factor for event placing(s) will be the lowest time taken of a single pre-determined special test. This result will only determine the final placing and will not affect the total event penalty points scored by the tied Crews.

The pre-determined special test may be nominated by the Clerk of the Course at any time prior to the commencement of competition or should a special test not be nominated then the lowest time taken over the longest distance special test section completed will be the default section for determining event placings as above.

15. COMPETITORS BRIEFING:

A briefing for Crews will be held at 5.30pm. All Crews are reminded that they must present themselves for the Briefing. Penalty for non- attendance will result in exclusion from the event.

16. NRC VARIATIONS, CLARIFICATIONS AND ADDITIONS:

Passage controls and/or observations may be used to check compliance with Route Instructions and may be preceded by a 'P' or 'O' board as appropriate.

Observations **must** be countersigned at the next Major Control or will be regarded as 'missed'.

It is the competitor's responsibility to ensure this is done.

17. MAPS:

As supplied by the Clerk of the Course.

18. PROTESTS:

Protests, if any, must be lodged in accordance with the NCR of the 2022 Motorsport Australia Manual.

19. AWARDS:

Trophies will be awarded as per the 2022 South Eastern Automobile Club Trials Standing regulations to:

- Outright placing for 1st, 2nd and 3rd Driver and Navigator
- 1st Novice Driver and Navigator.
- 1st 2WD Driver and Navigator

The organisers reserve the right to combine trophies for winners of multiple awards. Additional awards may be advised in the Further Regulations.

20. SERVICE CREWS:

Competitors' are reminded that Service Crews are part of their team, and as such, actions by Service Crew members that are detrimental to the sport will result in penalties being applied. Service instructions will be available from the Book-In desk at the Event HQ.

21. CATERING:

Catering will be available at SEAC Park.

22. 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

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 agree:

- 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;
 - 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,

howsoever 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:

- a. "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;
- b. "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, pit crew, delegates, licence holders, representatives, commissions, committees, advisers, trustees, councils, panels, shareholders, volunteers, officials, appointees, delegated bodies and sponsors;
- c. "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;
- d. "Motorsport Australia" means the Confederation of Australia Motor Sport Ltd. trading as Motorsport Australia;
- e. "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;
- f. "Recreational Services" means (unless otherwise defined in this document) services that consist of participation in:
 - a. a sporting activity; or
 - b. a similar leisure time pursuit or any other activity that:
 - i. involves a significant degree of physical exertion or physical risk; and
 - ii. is undertaken for the purposes of recreation, enjoyment or leisure.

COVID DECELARATION

I declare that I:

- Have not been diagnosed with COVID-19 as confirmed with a positive test for COVID-19 (not antibody test);
- Am not currently experiencing any symptoms of COVID-19;
- Have not been in contact with a known COVID-19 positive case in the previous 14 days; and
- Have not been overseas or have been in contact with someone who has been overseas in the previous 14 days; and
- Have not been in any area or location that has a travel restriction applied due to COVID-19 in the previous 14 days, except where an exemption is applicable as determined by the relevant Government authority.

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.