

# AMCA NATIONALS - RULES



## 1. AMENDMENT TO RULES BINDING WHETHER OR NOT YOU HAVE READ THEM.

These rules may be amended at any time by AMCA and adequate notice of such change will be deemed to have been given upon publication of any amendment to the Rules on the AMCA web site. Affiliates are bound by these Rules whether or not they have read the Rules.

**Affiliates are responsible for familiarizing themselves with the Rules prior to entering any Motor Racing Event as a contestant.**

## 2. INTERPRETATION:

2.1 In these Rules, where the context permits, the following terms will have the following meanings unless a contrary intention clearly requires otherwise:

**“AMCA”** means AMCA NATIONALS PTY LTD (89108 786 027);

**“AMCA Associate”** means any promoter, organizer, or sponsor, of a Motor Racing Event, together with their respective duly authorised agents, employees, racing marshals, referees, scrutineers, and/or officials, in respect of which AMCA has arranged, at the Affiliate’s request, for the Affiliate’s participation as a driver;

**“Affiliate”** means a driver who has completed an Application Form, which has been accepted by AMCA;

**“Affiliation Fee”** means the fee payable in each year prescribed by AMCA from time to time together with any insurance stipulated by AMCA or AMCA Associate.

**“Application Form”** means an application form signed by an Affiliate requesting AMCA to arrange for his/her participation in a Motor Racing Events during any racing season which application has been accepted by AMCA;

**“Licence”** means a licence issued by Speedway Australia permitting an Affiliate to compete in a Motor Racing Event.

**“Misconduct”** Means a breach of these rules;

**“Motor Racing Event”** means a competitive motor vehicle race using Prescribed Motor Vehicles, which is organized by AMCA or AMCA Associates and includes the testing, practice, qualifying, repair and scrutineering of Prescribed Vehicles at such Motor Racing Events;

**“Speedway Australia”** means National Association of Speedway Racing Pty Ltd T/a Speedway Australia.

**“Prescribed Vehicles”** means motor vehicles having the specifications and silhouette detailed in the AMCA Nationals Technical Rules -Specifications as amended from time to time;

**“Racing Rules and Protocols”** means the Racing Rules set out in the Second Schedule;

**“Rules”** means these Rules together AMCA Nationals Technical Rules -Specifications, as amended by AMCA from time to time;

2.2 In these Rules:

- (a) a word or expression in the singular imports the plural and vice versa;
- (b) words importing a gender include other genders;
- (c) other parts of speech and grammatical forms of a word or phrase defined in these Rules have a corresponding meaning;
- (d) A reference to an Affiliate includes an Affiliate’s successors in title, transferees and permitted assigns.

3. **Eligibility to become an AMCA Affiliate:**

3.1 In order to be eligible to become an AMCA Affiliate, an applicant must:

- (a) Complete an Application Form;
- (b) be over the age of 18 years;
- (c) hold a current driver’s licence;
- (d) Pay an applicable affiliation fee;
- (e) if requested by AMCA, undertake a driving test to demonstrate to AMCA’s or to AMCA Associates satisfaction a standard of competence in driving and handling a Prescribed Vehicle in Motor Racing Conditions;
- (f) If requested by AMCA, undertake a medical examination to establish your fitness to participate in a Motor Racing Event.

3.2 AMCA may, in its sole discretion, accept the affiliation application of a person under the age of 18 years and above the age of 16 years if that person has competed in a junior racing category for at least two years.

3.3 AMCA is not bound to accept any application made to become an AMCA Affiliate. AMCA may in its sole and unfettered discretion refuse an application made to become an AMCA Affiliate for any reason whatsoever and will not be bound to assign any reason for such refusal to an applicant.

4. **Duration of Affiliation** - Affiliation Fee not subject to Abatement.

Upon acceptance of an Application to become an AMCA affiliate, the duration of the affiliation will be one year from the date of payment of the affiliation fee.

**5. Obligations of AMCA Affiliates:**

As an AMCA Affiliate you are legally bound to abide by these rules (which include the Racing Rules and Protocols) at any Motor Racing Event in which you participate as an AMCA Affiliate. In addition, you are also obliged to abide by the Motor Racing Rules imposed by an AMCA.

Associate at a Motor Racing Event. Where there is a conflict in these Rules and rules or directions imposed by an AMCA Associate, these rules will prevail to the extent of any inconsistency.

**6. RACING LICENCES**

6.1 Acceptance of your affiliation and receipt of your affiliation fee does not entitle you to compete in AMCA Nationals Speedway Racing Events.

6.2 Subject to these rules, upon becoming an AMCA affiliate, you are required to apply Speedway Australia licence and insurance application to Speedway Australia in order to permit your participation as a contestant in Motor Racing Events. If, for any reason Speedway Australia rejects your application for a licence or your application to participate in any Motor Racing Event, its decision is final and you agree to be bound by such decision.

**7. PERSONS UNDER YOUR CONTROL AND YOUR CONDUCT AT A MOTOR RACING EVENT**

7.1 Affiliates are legally responsible for the conduct of any mechanic or other person engaged by them as crew at a Motor Racing Event.

7.2 Affiliates indemnify AMCA and AMCA Associates against claim or liability of any nature whatsoever which arises from the acts or omissions of the Affiliate or any crew engaged on the Affiliates behalf at a Motor Racing Event.

7.4 Only Affiliates who are issued with a licence to drive by Speedway Australia are permitted to participate as contestants in a Motor Racing Event. Licences or Affiliations are not transferable.

7.5 Affiliates must at the request of AMCA or AMCA Associates permit and co-operate in the inspection of motor vehicles prior to any Motor Racing Event.

**8. DISQUALIFICATIONS**

Affiliates will be subject to Automatic Disqualification at any Motor Racing Event in any of the following circumstances:

8.1 If the Affiliate is in breach of these Rules.

8.2 If the Affiliate does not sign a Release in a form required by AMCA which signifies, without limiting the generality of the foregoing, the Affiliate's consent to releasing and indemnifying AMCA, AMCA Associates or AMCA Affiliates from liability for loss and damage which may be suffered by the Affiliate, or persons under the Affiliate's control, as a consequence of his/her participation in any Motor Racing Event.

8.3 If the Affiliate intends to use or uses a motor vehicle which does not accord with the description of Prescribed Vehicles in the Motor Racing Event as determined by AMCA or AMCA Associates, such determination being final.

8.4 If the Affiliate or any person under the Affiliates control at a Motor Racing Event:

- (a) Has consumed alcohol in the 24 hours prior to competing in a Motor Sport Event,
- (b) Is under the influence of drugs (whether or not they are prescribed),
- (c) Is in the possession of alcohol or drugs in the pits or elsewhere at a venue for a Motor Sports Event;
- (d) conducts himself/herself in a manner which is abusive or threatening to others or which demonstrates lack of control inconsistent with the discipline required of a participant in a Motor Racing Event;
- (e) is in breach of the Racing Rules;
- (f) if the Affiliate or any person under the control of the Affiliate refuses to leave the pits when requested to do so by AMCA or AMCA Associates;
- (g) is not wearing approved specified safety gear;
- (h) Is not attired in footwear and clothing which meet basic safety requirements in the pits or elsewhere at a venue for a Motor Racing Event;
- (l) for any of the above reasons or any other reason which in the sole and unfettered discretion of AMCA or AMCA Associates poses an unacceptable risk or threat to the safety of the Affiliate or other competing drivers, spectators or participants at Motor Racing Events.

8.5 Any decision made by AMCA or an AMCA Associate pursuant to rule 9 will be final. In making any such decision, neither AMCA nor any AMCA Associate will be required to observe any rules of natural justice, which are expressly excluded from these rules, or any action deemed detrimental to AMCA or AMCA Associate judged solely by the discretion of the AMCA Executive.

## 9. **SOCIAL MEDIA**

An Affiliate or any person connected to an Affiliate who uses any form of Social Media, Electronic or Computer related method of communication, including but not limited to Twitter, Facebook, SMS or Text Messaging, to threaten, harass, abuse, intimidate or defame any other Affiliate, Pit Crew, AMCA Associate or AMCA shall be liable to have their affiliation, or the affiliation of the person to whom the person is connected, cancelled for the period of not less than 12 months from the date the relevant finding is made. The maximum Penalty is the cancellation of Affiliation with AMCA is Life.

**10. SUSPENSION AND TERMINATION.**

If any Affiliate is in breach of these rules, AMCA may, in its sole discretion, either cancel the Affiliation of any Affiliate, or suspend any Affiliate from participating in any Motor Racing Event or as an Affiliate of AMCA and/or cancellation of the registration of any vehicle.

For the avoidance of doubt, a reference to being in breach of these rules include a reference to being in breach of the AMCA Nationals Technical Rules -Specifications.

**11. EXCLUSION OF LIABILITY.**

No Affiliate or any person claiming through an Affiliate has any claim against AMCA or AMCA Associates for any decision made by them pursuant to rules 8, 9 or 10. The Affiliate agrees, on behalf of him/herself, his/her servants, agents, sponsors, or patrons to release and forever discharge, and to indemnify, AMCA and AMCA Affiliates, from and against any claim of damages of any nature whatsoever and howsoever arising from:

- 11.1 any cancellation of a Motor Racing Event;
- 11.2 any disqualification of an Affiliate at a Motor Racing Event, whether or not the decision is made in good faith and whether or not the decision was made based on information which it may subsequently transpire was not correct or inadequate;
- 11.2 any suspension of an Affiliate arising from Misconduct.
- 11.3 any injury or death suffered by the Affiliate, a spectator, an AMCA Associate or other person in consequence of the Affiliate's participation in a Motor Racing Event;
- 11.4 any injury or death suffered by the Affiliate as a consequence of the conduct or control or lack of control of a motor vehicle by another contestant at a Motor Racing Event.
- 11.5 Any conduct or misconduct of any person under the control of the Affiliate at any Motor Racing Event.
- 11.6 The negligence of any person or breach of these Rules by any other Affiliate, AMCA or AMCA Affiliates.

**12. TRADEMARK.**

Affiliates are permitted to use the AMCA logo and trademark on clothing, cars, headwear with the prior approval of AMCA. Any use of the AMCA trademarks and logos will inure for the benefit of AMCA.

**13. GENERAL RACING RULES.**

Rules may vary from Track to Track; it is the Affiliates responsibility to make themselves aware of any Track Rules.

Unless advised otherwise at the drivers briefing prior to commencement of a race meeting, all races will be held in accordance with Speedway Australia Rules as in force from time to time.

**14. RACING FINES**

All outstanding fines must be paid before competing at any subsequent race meeting.

**15. SAFETY PROCEDURES GENERALLY**

All AMCA events are conducted in accordance with Speedway Australia Rules as in force from time to time.

All safety equipment must comply with Speedway Australia Rules as in force from time to time.

**16. RACE PROCEDURE**

16.1 The number of cars starting a race event shall be determined by the type of the event, the width, length and condition of the track.

16.2 A new Affiliate, regardless of experience, shall start from the rear of the field in all heat races during their first 2 race meetings.

16.3 Following the completion of the two race meetings referred to in 16.2 AMCA or an AMCA nominated official shall determine, at its sole discretion, when an Affiliate may go into the race draws.

16.4 If an Affiliate has not competed within the preceding 2 years, then rules 16.2 and 16.3 apply, except that the number of race meetings for the purposes of this rule shall be one (1).

16.4 Each registered car will carry an identification number as assigned by AMCA Nationals head office. It shall be positioned on both sides, and the roof of the race car, and rear. The number should be of contrasting colour to the general paint scheme of the car so that it is readable under all conditions of light and speed.

16.5 All registered cars will carry the official AMCA registration sticker within the cockpit and clearly visible.

16.6 Any Affiliate whose car rolls during a race meeting will not be allowed to continue to race that vehicle again at that event. Vehicle must be re- daylighted before competing again.

**17. CAR NUMBERS & LOGBOOKS**

17.1 If a car is not fully registered with AMCA Nationals, a fee of \$100 is payable to AMCA to reserve the number for each race season in which the number is not used, otherwise the number will be forfeited. Possession of a logbook is not evidence of a right to use an AMCA racing number.

17.2 When a car is sold or transferred it retains the registered racing number unless the seller or transferee specifically identifies to the buyer of the transferor that they are retaining the number.

17.2 The logbook relating to a car must be transferred to a new owner at the time of sale or transfer.

18. **POINT SCORES**

The only point score system permissible is the official AMCA Point Score System, unless given sanction by AMCA to use an alternative system