



## PARTICIPATION TERMS AND CONDITIONS

Welcome to the RAC Intellibus® Demonstration (“Event”), where RAC is bringing the possibilities of future travel to the local community in South Perth.

The following terms and conditions create an agreement between you, as a participant in the Event (including any individuals on whose behalf you register to attend the Event), and RACWA Holdings Pty Ltd (ABN 60 008 985 877).

By registering to attend the RAC Intellibus® Demonstration in South Perth, you confirm that you have read, understood, and agree that:

- a) during the Event you will, at all times:
  - (i) conduct yourself in a safe and responsible manner; and
  - (ii) abide by all applicable traffic and road rules and laws, including the *Road Traffic Act 1974 (WA)* and the *Road Traffic Code 2000 (WA)*; and
  - (iii) adhere to all laws and regulations in relation to public health;
- b) to participate in the Event, you are required to:
  - (i) attend and complete a short induction facilitated by RAC (or its nominated provider) before boarding the “RAC Intellibus Shuttle”, a fully driverless high automation vehicle (“**Shuttle**”);
  - (ii) complete the after trial surveys as directed by RAC; and
  - (iii) wear and keep fastened a seat belt at all times whilst in the Shuttle;
- c) You are not guaranteed a seat on the Shuttle at any time and may need to wait until a seat becomes available (as although you may be able to hop on and off the Shuttle at different locations specified by RAC, there are limited seats on the Shuttle);
- d) RAC may reschedule, postpone, or otherwise cancel the Event at any time for any reason (including public health crises or ‘acts of God’) at no liability to you;
- e) there are inherent dangers in participating in the Event where accidents causing death, bodily injury and property damage may happen;
- f) to the maximum extent permitted by law, RAC will not be held responsible or liable whether in negligence, contract, or otherwise if any person (including you or any individuals on whose behalf you register to attend the Event) incurs, experiences or suffers any accident, direct or indirect loss (including but not limited to any loss suffered to property or person and economic loss), damage, fatality, injury (including psychological trauma and burns), inconvenience or health related issue whatsoever arising out of or connected to your participation in the Event;
- g) You fully and finally release and discharge RAC from any liability, claim, action, right, entitlement, expense or cost you may have or incur arising out of your conduct, acts or omissions during or connected to the Event;
- h) as a condition of your participation in the Event, you hereby waive all and any claim, right or cause of action which you, your heirs, executors and /or administrators might otherwise have arising out of your death or injury, damage or loss of any description whatsoever, that you may suffer or sustain in the course of, or consequent upon your participation in the Event;
- i) by participating in the Event your person and property may not be covered by RAC or your private contracts of insurance;
- j) at no time during your participation in the Event will you be under the influence of any drugs, alcohol or anything else that may affect your ability to participate in the Event;
- k) You do not have any existing medical conditions that may affect your ability to participate in the Event and/or ride the Shuttle as a passenger. You warrant that you are in a state of good health and fitness to the level required to participate in the Event and you require no modifications or assistance to be made to the Event or the Shuttle due to your participation. You have no reason to expect any medical complications arising from your participation in the Event;
- l) without prejudice to the positive obligations in clause (a) above, that you will not act, or omit to act, in any manner that is dangerous or unsafe at any time during the Event;
- m) You will immediately advise RAC of any changes to your circumstances if and when it occurs during the Event;
- n) You irrevocably consent for RAC to use, reproduce, copy, exhibit or distribute (in full or in part) any documents you produce as part of the Event, photographs or videos made of you and/or any recordings made of your voice and/or written extraction of the same, in which you may be included for RAC internal or external purposes, including advertising and promotional materials (“**Materials**”);
- o) You agree and acknowledge that:
  - (i) RAC shall own all rights (including copyright) in the Materials;

- (ii) You waive all moral rights you have in the Materials for the benefit of RAC and its assignees; and
- (iii) any use of the Materials by RAC is an authorised use and you irrevocably fully and finally release and discharge RAC from any liability, claim, action, right or entitlement you may have against RAC arising out of, concerning or relating to RAC's production or use of the Materials, including claims under tort, contract, and the *Competition and Consumer Act 2010* (Cth);
- p) You will not receive any compensation (including royalties) for or in connection with your participation in the Event or RAC's use of the Materials in any internal or external RAC documents, advertisements and any other promotional material published or released by RAC;
- q) You give RAC permission to use your name, likeness, biographical information (excluding your contact information) to be used by RAC in its advertising and promotional materials (whether print, film, video, webisode or audio) and supplied to contractors or service providers engaged by RAC to develop or produce these materials;
- r) You will not directly or indirectly communicate with any media or other media related third party concerning the Event without RAC's prior written approval;
- s) by attending this Event, you consent to your personal information being provided to RAC in line with its privacy policy [here](#). RAC will not provide this information to any other person or organisation for purposes other than advertising, promotions, and following public health requirements in response to the global pandemic.
- t) RAC uses a third-party platform provider, Eventbrite Pty Ltd (ABN 38 167 488 593), to enable you to register to attend the Event. This third-party provider has its own terms of use that you will need to familiarise yourself with before completing your registration. RAC has no control over the availability and accessibility of this platform or the application of its set of terms of use.
- u) You confirm you are over 18 years of age and free to enter into these terms and conditions, or if you are under 18, that your legal guardian or parent consents to your participation in the Event and these terms and conditions;
- v) where your age is between 7 years to 14 years old as at the date of the Event, you agree that your participation in the Event must be under the direct supervision of your legal guardian or parent, and that your legal guardian or parent must remain with you at all times during the Event;
- w) that RAC may, in RAC's sole discretion, remove you from the Event at any time if you fail to comply with these terms and conditions or for health and safety reasons; and
- x) these terms and conditions are made under the laws of Western Australia and you submit to the exclusive jurisdiction of the Western Australian courts.