



## PARTICIPATION TERMS AND CONDITIONS

The RAC Imagine Program™ (“**Program**”) includes a ride on the RAC Intellibus®, a fully driverless high automation vehicle, and the RAC Rescue Experience, a 360-degree virtual reality experience of an RAC Rescue helicopter mission.

In order for students to participate in these activities, School must read, understand, and agree to the below terms and conditions in School’s own capacity and in School’s capacity as legal guardian and direct supervisor of School’s students, staff, and helpers (“**Participants**”).

These participation terms and conditions create a legally binding agreement between RACWA Holdings Pty Ltd (ABN 60 08 985 877) (“**RAC**”) and the school detailed in the RAC Imagine Program confirmation email (“**School**”).

By submitting the RAC Imagine Program Intake form online, you confirm and represent to RAC that you have authority to legally bind School to these terms and conditions.

### **RAC Intellibus®**

- a) During the RAC Intellibus® ride School will ensure that all Participants:
  - (i) conduct themselves in a safe and responsible manner at all times; 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).
- b) A requirement of participation in the RAC Intellibus® ride is that all Participants attend and complete an induction facilitated by RAC (or its nominated provider) before boarding the “RAC Intellibus® Shuttle”, a fully driverless high automation vehicle (“**Shuttle**”).
- c) It is also a requirement of participation in the RAC Intellibus® ride that all Participants agree to wear and keep fastened a seat belt at all times whilst in the Shuttle.

### **RAC Rescue Experience**

- d) School must use all reasonable endeavours to ensure that all Participants obey the directions of RAC representatives, or any other persons nominated by RAC to instruct or otherwise control the RAC Rescue Experience, and to abide by all regulations, rules, and procedures communicated to them at all times.
- e) Whilst RAC guarantees that the services it provides at the RAC Rescue Experience will be provided with due care and skill, to the extent permitted by law (including pursuant to Australian Consumer Law), no other warranties or guarantees are provided to me in respect of my participation, whether express or implied.

### **Photographic consent**

- f) RAC will notify School if any photographs of Participants will be taken by RAC during the Program. Before Participants attend the Program, please let us know if any Participants are not able to be photographed.
- g) Subject to clause (f) above, School consent for RAC to use, reproduce, copy, exhibit or distribute (in full or in part) any documents produced by Participants as part of the Program, photographs or videos made of Participants, and/or any recordings made of Participants’ voice and/or written extraction of the same, which may be used for RAC internal or external purposes, including advertising and promotional materials (“**Materials**”).
- h) School may revoke this consent at any time by emailing RAC at [intellibus@rac.com.au](mailto:intellibus@rac.com.au). If an individual Participant revokes their consent, please let us know about this revocation as soon as possible.
- i) School agree and acknowledge that:
  - (i) RAC shall own all rights (including copyright) in the Materials;
  - (ii) School waive all moral rights School have in the Materials for the benefit of RAC and its assignees;
  - (iii) Participants waive all moral rights they have in the Materials for the benefit of RAC and its assignees; and
  - (iv) any use of the Materials by RAC is an authorised use and School irrevocably fully and finally release and discharge RAC from any liability, claim, action, right or entitlement School 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 Australian Consumer Law.

- j) School will not receive any compensation (including royalties) for or in connection with Participants' involvement in the Program 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.
- k) School will not directly or indirectly communicate with any media or other media related third party concerning the Program without RAC's prior written approval.
- l) By participating in this Program, School consent to Participants' personal information being provided to RAC for the purpose of delivering the Program and the development of Materials. RAC takes its obligations under the *Privacy Act 1988* (Cth) very seriously. School have read RAC's privacy policy on its website at [www.rac.com.au](http://www.rac.com.au).

### **General terms**

- m) School acknowledge there are inherent dangers in participating in the Program where accidents causing death, bodily injury, and property damage may happen.
- n) 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 myself) 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 ("**Loss**") arising out of or connected to my participation in the Program. School are ultimately responsible for any such Loss incurred by School or the Participants.
- o) School fully and finally release and discharge RAC from any liability, claim, action, right, entitlement, expense or cost School or the Participants may have or incur arising out of School's or Participants' conduct, acts or omissions during or connected to the Program.
- p) As a condition of School's participation in the Program, School hereby waive all and any claim, right or cause of action which School, the Participants, School's heirs, executors and /or administrators might otherwise have arising out of School's death or injury, damage or loss of any description whatsoever, that School or the Participants may suffer or sustain in the course of, or consequent upon School's participation in the Program.
- q) By participating in the Program, School's person and property may not be covered by RAC or School's private contracts of insurance.
- r) Participants do not have any existing medical conditions, including but not limited to epilepsy, motion sickness, and/or vertigo, that may affect their ability to participate in the Program (including the RAC Intellibus® ride and the RAC Rescue Helicopter Experience). School warrant that all Participants are in a state of good health and fitness to the level required to participate in the Program and require no modifications or assistance to be made to the Program to allow their participation. School have no reason to expect any medical complications arising from their participation in the Program.
- s) School will immediately advise RAC of any changes to Participant circumstances if and when it occurs during the Program.
- t) Without prejudice to the positive obligations in clauses (a) and (d) above, Participants will not act, or omit to act, in any manner that is dangerous or unsafe at any time during the Program;
- u) School confirms that School is authorised to enter into these terms and conditions as legal guardian and direct supervisor for the Participants for the duration of the Program.
- v) RAC may, in its sole discretion, remove Participants from the Program at any time if I fail to comply with these terms and conditions or for health and safety reasons.
- w) These terms and conditions are made under the laws of Western Australia and School submit to the exclusive jurisdiction of the Western Australian courts.