

Terms and Conditions

1. Definitions: The following definitions apply unless the context requires otherwise.

"Agreement" means the agreement between South Australian Motor Sport Board (SAMSB) and the Entrant described in clause 2.

"Business Day" means any day not being a Saturday, Sunday, or public holiday in South Australia.

"Conditions" means these World Solar Challenge Terms and Conditions.

"Confirmation Date" means the date SAMSB sends a confirmation to the Entrant.

"Entrant" means the party named as the "Institution/Entrant" in the World Solar Challenge Application or as substituted in accordance with these Conditions.

"Entry Fees" means the application fee and any other fees or charges that may be payable by the Entrant in return for participation in the Event including GST.

"Event" means the biennial World Solar Challenge solar-powered car race event from Darwin, Northern Territory, to Adelaide, South Australia.

"GST" means any tax in the nature of a tax on, or on the supply of, goods, real property, services or any other thing levied, imposed or assessed by the Commonwealth of Australia or any State or Territory of Australia or municipal authority which may operate at any time during the term of this Agreement.

"Intellectual Property Rights" means all industrial and intellectual property rights including all: (a) know how, trade secrets, copyright, trademarks (whether registered or unregistered), designs, patents and any right to have confidential information kept confidential; and (b) any application or right to apply for registration of any of the rights referred to in the immediately preceding paragraph (a).

"Personnel" means any employees, agents and any other person employed or engaged by the Entrant.

"Regulations" means the 2027 Bridgestone World Solar Challenge Regulations for the Event published by the SAMSB from time to time (available at <https://www.worldsolarchallenge.org/the-challenge/regulations>).

"SAMSB" means South Australian Motor Sport Board (ABN 43 976 679 496), a body corporate pursuant to the South Australian Motor Sport Act 1987 (SA) of Level 5 182 Victoria Square/Tarntanyangga, Adelaide SA 5000.

"Team Manager's Guide" means the 2027 BWSC Team Manager's Guide for the Event published by the SAMSB from time to time (available at <http://www.worldsolarchallenge.org/teams>).

"World Solar Challenge Application" means the application for entry by the Entrant to participate in the Event made on the website for the Event published by SAMSB from time to time (available at <http://www.worldsolarchallenge.org>).

2. Authority to Enter into Agreement: The Entrant represents and warrants that it is authorised to: (a) enter into this Agreement and that in so doing it is not in violation of the terms or conditions of any contract or other agreement to which it may be a party; (b) exercise all of the powers and functions of his or her party under this Agreement; and (c) bind his or her party in relation to any matter arising out of or in connection with this

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Agreement.

3. Agreement: This Agreement binds SAMSB and the Entrant from the Confirmation Date and terminates on Wed 01/09/2027 ("Term"), unless otherwise terminated in accordance with the terms of this Agreement. The Agreement consists of: (a) these Conditions; (b) the Regulations; (c) Team Manager's Guide; and (d) any amendments or variations made in accordance with these Conditions. The terms of any other document (including any document of the Entrant) that purports to form part of the Agreement is hereby excluded unless expressly confirmed in writing by SAMSB as forming part of the Agreement. In case of any inconsistency between a provision of these Conditions and any provision of any other document forming part of the Agreement, these Conditions will prevail.
4. Payment: The Entrant must pay the Entry Fees in accordance with this clause 4. The Entrant must pay the Entry Fees up-front in full as set out in the World Solar Challenge Application. SAMSB will provide an invoice(s) to the Entrant for the Entry Fees. The Entrant must make payment of an invoice by the due date for payment specified in the invoice. The Entry Fees and any other payments to be made under these Conditions are inclusive of GST unless otherwise specified. SAMSB is not required to permit the Entrant to participate in the Event unless and until the Entry Fees have been paid in full in accordance with this clause 4.
5. Intellectual Property Rights: The parties acknowledge that the Intellectual Property Rights of each party is that party's ("first party") sole and exclusive property and that by this Agreement the other party ("second party") acquires no right, title or interest in the Intellectual Property Rights of the first party. The Entrant licences SAMSB to use the Entrant's logo, trademarks, corporate name and other promotional material as may be required by SAMSB in fulfilment of its obligations under this Agreement. The Entrant acknowledges that any Intellectual Property Rights developed in relation to the Event is the sole and exclusive property of SAMSB.
6. No advertising or promotion: The Entrant must not without the prior written consent of SAMSB: (a) use any trade mark or other Intellectual Property owned by SAMSB; or (b) use the name of SAMSB or of the Event in any way that connects it with the Entrant such that it implies or gives the impression that the Entrant or the Entrant's activities are endorsed by SAMSB or that the Entrant is a sponsor or in some other way connected to SAMSB or the Event.
7. Lawful Directions: The Entrant must at all times obey the lawful directions of SAMSB, or officers, employees or agents of SAMSB.
8. Compliance with Laws: The Entrant must comply with the laws in force in the State of South Australia in performing its obligations under this Agreement.
9. Transfer of benefits: The Entrant must not sell, on-sell, exchange for valuable

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consideration, assign, licence, sub-licence, transfer, bundle with other goods or services, or otherwise commercially deal with any of the rights, benefits and entitlements contained in the Agreement without prior written consent of SAMSB, which consent will be exercisable in its absolute discretion and may include such conditions as SAMSB sees fit.

10. Release and Indemnity: To the extent permitted by law, the Entrant excludes, releases and forever discharges SAMSB from all liability for claims, loss, damage, costs or expenses (whether arising under statute, from negligence, personal injury, death, property damage, infringement of third-party rights or otherwise) arising from or in connection with this Agreement. SAMSB will not be responsible for acts, omissions or defaults of the Entrant, Personnel, directors, officers and anyone acting on behalf of or at any of the Entrant's direction) ("indemnifying party") nor, to the extent permitted by law, will any of SAMSB be liable for any claim, loss, damage, cost or expense (whether arising under statute, from negligence, personal injury, death, property damage or infringement of third party rights or otherwise) arising from any act, matter or thing done, or permitted or omitted to be done, by the indemnifying party pursuant to, in default of or in connection with this Agreement. The indemnifying party indemnifies and must keep indemnified SAMSB against all such claims, loss, liability, damage, cost or expense which may be incurred or sustained by SAMSB arising from any act, matter or thing done, permitted or omitted to be done by the indemnifying party pursuant to, in default of or in connection with this Agreement.

11. Unforeseen events: SAMSB is excused from performing its obligations under this Agreement to the extent it is prevented by circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, acts of war, weather, riots and strikes outside its organisation, communicable disease crisis and quarantine restrictions.

12. Termination by SAMSB: SAMSB may immediately terminate this Agreement by notice in writing if the Entrant: (a) fails to make any payment for the Services in accordance with these Conditions; (b) is in breach of any other term of this Agreement; and (i) the breach cannot be remedied; or (ii) the Entrant fails to remedy such breach within 7 days of receipt of a written notice from SAMSB requiring it to do so; (c) assigns or purports to assign any of its rights or obligations under these Conditions in breach of this Agreement; or (d) enters into or is placed under any form of insolvency administration, is insolvent, or is otherwise unable pay its debts as and when they fall due.

13. Effect of termination by SAMSB: Unless otherwise agreed in writing by SAMSB, the Entrant agrees that immediately upon termination by SAMSB under these Conditions: (a) the Entrant will forfeit all monies paid to SAMSB prior to termination; (b) SAMSB will be free to enter into an agreement with any third party covering any or all of the rights, benefits and entitlements under the Agreement; and (c) the forfeit of any monies pursuant these Conditions and the termination of the Agreement will not preclude any other rights which SAMSB may have against the Entrant as a result of the Entrant's

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default including, in particular, the right to claim damages for breach of the Agreement or otherwise at law.

14. Refund of monies to Entrant: SAMSB may cancel the Agreement and refund amounts paid to SAMSB by the Entrant on receipt of written notice from the Entrant. If SAMSB receives notice of termination, SAMSB will refund that portion of the Entry Fees specified in the Regulations.

15. Conditions of refund: Upon receipt of any refund paid to the Entrant under these Conditions, SAMSB will thereby be released and discharged by the Entrant from all claims and damages of any kind in relation to this Agreement.

16. Publicity: The Entrant must, at SAMSB's request, participate in all promotional activity (such as publicity and photography) surrounding the Event, free of charge, and sign any additional documents reasonably required by SAMSB to give effect to this condition. The Entrant consents to SAMSB using the Entrant's name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period of time without further notification, remuneration or compensation for the purpose of promoting, publicising or marketing the Event (including any outcome), or promoting any products or services manufactured, distributed and/or supplied by SAMSB.

17. Miscellaneous

a. Agreement disclosure: SAMSB may disclose this Agreement and/or information in relation to this Agreement in either printed or electronic form and either generally to the public or to a particular person as a result of a specific request. Nothing in this clause derogates from: (a) the Entrant's obligations under any provisions of this Agreement; or (b) the provisions of the Freedom of Information Act 1991 (SA).

b. Privacy: The SAMSB requires personal information from the Entrant for the purposes of: (a) assessing a World Solar Challenge Application; (b) sending the Entrant customer service emails including confirmation and Event reminders; (c) preventing or detecting unlawful behaviour, to protect or enforce the SAMSB's legal rights or as otherwise permitted by law; (d) ensuring the security of the SAMSB's and the SAMSB's supplier operations; (e) sharing that personal information with: (i) third parties who supply goods and services: (A) on which the SAMSB's products and systems are built; or (B) so that they can run the Event and for other reasons described in their privacy policies, (ii) government departments, agencies or other authorised bodies where permitted or required by law. The SAMSB will manage the Entrant's personal information pursuant to the SAMSB's Privacy Policy Statement which can be found here <https://worldsolarchallenge.org/privacy-policy>. The Privacy Policy Statement sets out how the SAMSB collects, holds, uses, and discloses personal information in relation to an entrant for the purposes listed above.

c. Continuing Conditions: Conditions: Clauses 5 (Intellectual Property Rights), 6 (No advertising or promotion), 10 (Release and Indemnity), 13 (Effect of termination by SAMSB), 15 (Conditions of refund), and 17 (Miscellaneous) continue to apply after

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termination or expiration of this Agreement.

d. Severability of provisions: Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction is ineffective only to the extent of the prohibition or unenforceability.

e. No waiver: No failure to exercise nor any delay in exercising any right, power, or remedy by SAMSB operates as a waiver.

f. Amendment: SAMSB reserves the right to modify or amend the Agreement, in whole or in part, at any time without notice.

g. Governing law and jurisdiction: This Agreement is governed by the laws in the State of South Australia. The courts of the State of South Australia have exclusive jurisdiction in connection with this Agreement.

h. Auditor-General: Nothing in this Agreement derogates from the powers of the Auditor-General under the Public Finance and Audit Act 1987 (SA).