Blindspot Trial Driver Participation Terms

Introduction

Linkt and Linkt Brisbane are trademarks of Transurban Limited used under licence by Queensland Motorways Management Pty Ltd ABN 86 010 630 921 ("Transurban" or "we" or "us" or "our" or "Linkt Brisbane"). We are conducting a trial (the "Trial") in which participants will use a lens which aims to assist in the reduction of blindspot incidents involving Heavy Vehicles (HV) and Light Vehicles (LV) across the Transurban network.

By submitting a Trial registration form to us, you agree to participate in the Trial on these terms ("Terms"). If you don't agree (or cannot comply) with these Terms, then you may not participate in the Trial and should not submit a registration form.

We may make changes to these Terms from time to time. We will notify you of any changes by sending you an email at the email address you provide on the Trial registration form and by publishing the amended Terms on our website at transurban.com/blindspots. The amended Terms will apply automatically from the time they are published.

Please read these Terms carefully. They cover important information about the Trial including the things you agree to do if you are eligible and agree to participate.

The Trial has no impact on your Linkt account, and your Customer Service Agreement (if any) will continue to apply in addition to these Terms.

1. What is the Trial?

Participants will be required to install a Fresnel Truck Lens on the passenger door window glass of their vehicle (the "**lens**"). We will supply the lens, which we have procured from a third party supplier.

The Trial is to last for a period of three months. During the Trial period participants will be required to complete driver evaluation surveys in a form as agreed by the parties.

The objectives of the Trial include:

- to evaluate driver behaviour; and
- to evaluate the potential role the lens to positively change driver behaviour and reduce vehicle blind spots,
- provide opportunities to promote blind-spot awareness to customers, partners and the general public.

with a view to potentially reducing blind spot accidents.

2. When will the Trial take place?

The Trial will start on a date agreed by the parties in February 2023 and continue for,3 months, unless we tell you otherwise.

3. Am I eligible to participate?

To be eligible to participate in the Trial, you must:

- have a valid truck licence;
- have access to a truck or heavy vehicle, to be approved by us,
- the vehicle should be used for commercial purposes and be the main driver of that vehicle;
- be willing to install the lens in your vehicle and keep the lens in your vehicle for the duration of the Trial;

(the "Eligibility Criteria").

4. How do I participate in the Trial?

If you meet the Eligibility Criteria and wish to participate in the Trial, you must submit an online Trial registration form to us.

In the Trial registration form, you must:

- provide the name of the company you work for
- your first name
- your email address (preferred) or phone number;
- vehicle make and model; and

other optional information and preferences.By submitting the registration form to us, you agree to participate in the Trial and that:

• you have read, understood and accept these Terms.

You will be a participant in the Trial if we confirm your eligibility to participate.

If at any time during the Trial you do not meet the respective Eligibility Criteria or comply with the conditions of participation outlined in these Terms, we may immediately remove you as a participant in the Trial. We will contact you within a reasonable time to let you know if this is the case.

5. How do I use the lens?

Once we confirm your participation in the Trial, we will mail or hand deliver the lens to you at the address you provided in the Trial registration form.

You will need to install the lens in your vehicle in accordance with the lens fitting instructions to be provided with the lens.

You acknowledge that, once you have installed the lens in your vehicle you will be bound by these Terms. You use the lens at your own risk.

6. What do I need to do during the Trial?

During the trial, you must:

- ensure the lens is operational for the duration of the Trial;
- not remove the lens from your vehicle unless you wish to leave the Trial; and
- complete the evaluation surveys and participate in focus groups as agreed.

What happens at the end of the Trial?

The Trial will automatically end after 3 months on a date agreed, unless we tell you otherwise.

If you would prefer to leave the Trial earlier, you can do so at any time by emailing <u>community@transurban.com</u>, removing the lens from your vehicle.

At the end of the Trial, you may keep the lens installed in your vehicle.

Your personal information

By participating in the Trial, you agree that we can collect, use and disclose your personal information in accordance with our privacy policy (available at https://www.linkt.com.au/legal/policies/transurban-privacy policy]).

In particular, you agree:

- we may collect personal information about you as provided by you in your Trial registration form for the purpose of determining your eligibility to participate in the Trial, and to conduct the Trial;
- during the Trial, we may collect data about your driving behaviour using the lens ("Trial Data").

We may use the Trial Data for the following purposes:

- Promoting the results of the Trial, both internally and externally including to trial participants, our customers and media];
- ; and
- Developing a research report by analysing aggregating data for the benefit of Transurban investors.

You also agree to receive communications and notices from Transurban in relation to the Trial.

Our Liability

You may have rights as a consumer under the Australian Consumer Law.

Nothing in these terms limits or excludes our liability:

- under the Australian Consumer Law, except to the extent we are permitted to limit or exclude our liability under the Australian Consumer Law, or
- for personal injury or death caused by our negligence.

You acknowledge and agree that:

- the lens is provided by a third party;
- we do not guarantee that the lens will function correctly, or will be fault free or risk free;

Except as set out above, we are not liable to you or to any person who drives a vehicle with a lens installed or any other road user or any person claiming through you in relation to:

- any loss or damage suffered or sustained as a result of, or in any way connected with, your registration or participation in the Trial;
- any loss or damage arising out of your use, installation or removal of the lens;
- any loss or damage arising out of any error or fault in relation to a lens;
- any loss or damage arising out of or relating to any false or misleading statement made by Lens-Tech; and

• any loss of opportunity, loss of profit, loss of revenue, loss of anticipated savings or loss that would be considered consequential or indirect, irrespective of how that loss was caused and whether arising under this contract or under another principle of law.

How to contact us

If you have any questions or concerns regarding the Trial or these Terms, please email roadsafetytransurban.com.

We will aim to respond within three business day of receiving your query, however please note that this email account will only be checked between 9am and 5pm (AEST), Monday to Friday, excluding public holidays.