

Young Drivers Telematics Trial - Terms and Conditions



TERMS AND CONDITIONS FOR YOUR APPLICATION AS A PARTICIPANT IN THE NSW YOUNG DRIVER TELEMATICS TRIAL AND FOR BEING A PARTICIPANT IN THE YDT TRIAL IF YOUR APPLICATION IS SUCCESSFUL

IMPORTANT NOTICE

PARTICIPATION IN THE YOUNG DRIVER TELEMATICS TRIAL IS CONDITIONAL UPON YOU, THE READER, AGREEING TO THE TERMS AND CONDITIONS SET OUT BELOW. PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY.

1. SCOPE

- 1.1 The following terms and conditions form an agreement between you and State Insurance Regulatory Authority (SIRA) regarding the Young Driver Telematics Trial (the Trial), including your and SIRA's obligations, use and misuse of information, liabilities and termination under the Trial.
- 1.2 SIRA is conducting the Trial to explore whether the use of telematics devices can improve safety for young drivers.
- 1.3 Based on NSW Centre for Road Safety statistics, drivers aged 17 to 24 are up to 4.5 times more likely to be involved in a crash. SIRA is seeking to explore new ways to reduce this risk.
- 1.4 The results of this trial will help SIRA better understand driving styles of young drivers and the feasibility of deploying telematics devices at a scale to improve road safety outcomes.
- 1.5 The trial will gather data about driving styles – such as braking, speeding and acceleration – which can be used to improve road safety initiatives for young drivers.
- 1.6 The telematics device used for the trial is not an approved traffic enforcement device under section 134 of the *Road Transport Act 2013* (NSW). This means that data gathered by the adapter **cannot be used for the purposes of enforcement or disciplinary action in relation to speeding or other traffic offences by RMS**. However, SIRA may be asked to provide your data to relevant authorities if it could assist in formal investigation processes (e.g. for the purposes of crash investigations).

2. DEFINITIONS AND INTERPRETATION

- 2.1 In these Terms and Conditions, unless the context otherwise requires:

“**Telematics Device**” means the GoFar adapter, the GoFar ray and the GoFar mobile application.

“SIRA” means the State Insurance Regulatory Authority.

“Registrant” means a person who submits a Registration in accordance with these Terms and Conditions.

“Registration” means registering your details through the Trial Website using the registration form.

“Participant” means a person whose Registration has been approved (“Approved Registrant”) to participate in the Trial.

“Trial” means the Young Drivers Telematics Trial.

“You” means the reader of these Terms and Conditions and potential participant in the Trial.

2.2 Unless the context requires otherwise, the singular includes the plural and vice versa, reference to a gender includes all genders, reference to “person” includes a natural person, company, body corporate or other form of legal entity, and reference to “including” and “includes” is to read as if followed by “without limitation”.

2.3 If a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning.

3. PRELIMINARY

3.1 The Trial is being conducted by SIRA with the assistance of AMR, a research consultancy.

3.2 Information on how to register for the Trial forms part of these Terms and Conditions.

4. ACCEPTANCE OF TERMS AND CONDITIONS

4.1 You agree to accept the following Terms and Conditions.

5. TERM

5.1 These Terms and Conditions apply from the date of registering as a participant in the Trial in accordance with clause 4.1, and continue until termination, in accordance with clause 16, or as stipulated by SIRA.

6. REGISTRATION BY PARTICIPANTS

6.1 Participants must comply with these Terms and Conditions.

7. ELIGIBILITY TO REGISTER AS A PARTICIPANT

7.1 You are eligible to register as a participant if you:

7.1.1 are aged 17 to 24 (if you’re under 18, you’ll need to seek your parent or guardian’s permission)

7.1.2 Hold a NSW driver licence (P1, P2 or unrestricted), that enables you to drive a light vehicle, that is not expired and that is not subject to any enforcement action that prohibits your use of your NSW driver licence card for driving purposes. Learner Drivers are not eligible to participate.

7.1.3 Live in Western Sydney or Regional NSW

7.1.4 are the main driver of a car

7.1.5 are willing to install a GoFar adapter into the On-board Diagnostic (OBD) port of your car for six months

7.1.6 are not the owner of the car, you have the permission of the car owner to install the GoFar adapter into the On-board Diagnostic (OBD) port of the car

7.1.7 have a mobile device running an android or iOS operating system

8. HOW TO SUBMIT A REGISTRATION AS A PARTICIPANT

- 8.1 Registrants must complete and submit the registration form available on the Trial Website.
- 8.2 To register, Registrants are required to:
 - 8.2.1 Submit complete and accurate contact details, including the Participant's:
 - 8.2.2 Full name;
 - 8.2.3 Residential address;
 - 8.2.4 Contact email address
 - 8.2.5 Date of birth;
 - 8.2.6 NSW driver licence class and type;
 - 8.2.7 Mobile phone number; and
 - 8.2.8 Mobile device type (e.g. Android or Apple operating system).
- 8.3 Consent to:
 - 8.3.1 Participate in the Trial;
 - 8.3.2 Receive any communications and notices sent under these Terms and Conditions by email to the email address provided by the Registrant in their Registration of Interest; and
 - 8.3.3 Being contacted in relation to future research.

9. LATE SUBMISSIONS OF REGISTRATION AS A PARTICIPANT

- 9.1 Only Registrations received by AMR via the Trial Website during the Registration Period will be considered.

10. APPROVAL OF REGISTRANTS

- 10.1 SIRA does not warrant that all Registrants will be approved for participation in the Trial.
- 10.2 AMR on behalf of SIRA will notify Registrants of the outcome of the assessment. Approved Participants will then be provided access and instructions to enable them to be issued with a Telematics Device for use during the Trial.
- 10.3 SIRA's decision on the outcome of a Registration is final. SIRA will not disclose any details regarding the Participant Registrations except where required to do so by law.

11. DURING THE TRIAL

- 11.1 During the Trial, Participants agree to:
 - 11.1.1 ensure that the Telematics Device is activated during the duration of the Trial, as per the operating instructions, whenever you are operating your car.
 - 11.1.2 Let any drivers of the car know that the car is fitted with a Telematics Device which records driving information.

12. AFTER THE TRIAL

- 12.1 After the Trial, you will be required to complete a short survey about your experiences in the Trial.

13. INCENTIVES FOR PARTICIPATING IN THE TRIAL

- 13.1 Participants will receive the following incentives for participating the Trial:

13.1.1 A \$50 Visa Prepaid Debit Card once they have:

- Completed the onboarding survey about driver behaviour,
- Installed and activated the Telematics Device, and
- Driven a minimum of 50km (this must be completed within 14 days of activating of your Telematics Device.

13.1.2 A \$50 Visa Prepaid Debit Card at the successful completion of the Trial, including:

- Driving with the device installed in the car for the Trial period of six months
- Completion of a short survey after the Trial

13.1.3 Participants will retain the Telematics Device. If Participants choose to use the Telematics Device after the Trial concludes, they will be required to register with GoFar.

13.1.4 Visa Prepaid Debit Cards will be posted to the address provided by Participants on Registration. It is the responsibility of Participants to notify AMR if they change address during the Trial.

14. WITHDRAWAL FROM THE TRIAL

14.1 Participation in this trial is entirely voluntary.

14.2 Participants may withdraw from the Trial at any time by contacting Jake.Moody@amrsydney.com.au

14.3 SIRA has the discretion to refuse payment of the remaining incentive if a trial participant chooses to withdraw before the end of the six-month Trial period.

15. COLLECTION, USE AND DISCLOSURE OF INFORMATION PROVIDED BY REGISTRANT AND PARTICIPANTS

15.1 Registrant information will be collected by AMR on behalf of SIRA. Registrations will be assessed by SIRA to approve the Registrant's participation in the Trial. The assessment will be made against criteria determined by SIRA at its sole discretion. Participant information will be collected, used and disclosed by AMR and SIRA as required for the purposes of the Trial.

16. NO COSTS OR OBLIGATION

16.1 All costs associated with the Registration and participation in any activity of the Trial are costs borne by a Registrant (including, any data or internet costs incurred in using the Gofar telematics device). The telematics device typically uses 75MB per month.

17. COMPLIANCE WITH ALL ROAD RULES AND REGULATIONS

17.1 It is the participants responsibility to comply with all road rules.

18. DRIVING TO APPROPRIATE CONDITIONS

- 18.1 Irrespective of the feedback provided to you by the telematics device, you acknowledge that:
 - 18.1.1 You must always use your own judgement and exercise caution while driving.
 - 18.1.2 The telematics device does not know everything that is going on around you while you are driving.
 - 18.1.3 There are situations, where the feedback provided by the telematics device will not accord with the conditions you are experiencing on the road (e.g. for example, you may be required to apply emergency braking to avoid a crash even if the feedback indicates that it is not a desired driving action).

19. CESSATION OR TERMINATION OF PARTICIPATION IN THE TRIAL

- 19.1 Participants reserve the right to terminate their participation in the Trial. A Registrant or Participant must notify AMR of any such termination. Upon receiving such notice via AMR, SIRA will:
 - 19.1.1 Revoke approval for the Participant to participate in the Trial; and
 - 19.1.2 Terminate any access granted to the Registrant or Participant, including access to the Telematics Device.
- 19.2 Notwithstanding clause 19.1, SIRA reserves the sole discretion to revoke any Participant's approval to participate in the Trial and terminate any access granted to any Participant. This includes, but is not limited to where SIRA considers that a Participant has:
 - 19.2.1 Contravened the Terms and Conditions; or
 - 19.2.2 Become ineligible to participate in the Trial because of their inability to drive (e.g. loss of car or loss of licence).
- 19.3 SIRA, through AMR, must notify any Participant whose approval to participate in the Trial has been determined by SIRA to be revoked. Participants will be notified via the email supplied by the Registrant.
- 19.4 SIRA's decision to revoke any Participant's approval to participate in the Trial is final. SIRA will not disclose any details regarding the revocation of any Participant except where required to do so by law.

20. LIMITATION OF LIABILITY AND INDEMNITIES

- 20.1 Except for any liability that cannot be excluded by law, SIRA (including its officers, employees and agents) will not be liable for any loss or damage whatsoever that is suffered or sustained (including, but not limited to, indirect or consequential loss) or for any death, illness, personal injury or property damage suffered or sustained (even caused by negligence), as a result of, or in any way connected with, your Registration or participation in the Trial.
- 20.2 To the extent permitted by law, all Registrants agree to release, fully indemnify and keep fully indemnified, SIRA (including its officers, employees and agents) from and against all liability, cost, loss, damage, expense, claim or other right of action arising out of, or in connection with, their Registration of Interest or participation in the Trial including; death, illness or personal injury and damage to property and whether direct, indirect, consequential, foreseeable, due to some negligent act or omission or otherwise.

21. CONFIDENTIALITY AND NON-DISCLOSURE

21.1 You shall not, without prior written approval, disclose information or release material of a confidential nature provided to you as a Participant in the Trial.

22. PRIVACY STATEMENT

22.1 Personal information about Registrants and Participants is handled in accordance with the Privacy and Personal Information Protection Act 1998, including by reasonable security measures. All information relating to Registrants and Participants collected by AMR on behalf of SIRA, and the subsequent use and disclosure of personal information to and by SIRA, will be in accordance with these Terms and Conditions (particularly clauses 9 and 13 above).

22.2 Refer to Privacy Statement.

23. CONTACT

23.1 Any enquiry or complaint about the Registration is to be directed to AMR.

24. GENERAL

24.1 Registrants are responsible for obtaining their own independent legal and financial advice regarding these Terms and Conditions.

25. NOTICES

25.1 Any notice must be in writing and delivered by post or electronically, for example, by email, to a person, Registrant, Participant or SIRA (including its officers, employees and agents) for the purposes of these Terms and Conditions and the Trial.

26. VARIATION

26.1 SIRA reserves the right to amend, vary, delete or supplement these Terms and Conditions at any time, with or without notice.

27. WAIVER

27.1 Failure by SIRA to enforce any of its rights at any stage does not constitute a waiver of those rights.

28. SEVERABILITY

28.1 If any term in these Terms and Conditions is, becomes or is declared illegal, invalid or unenforceable for any reason whatsoever, it shall be severed from these Terms and Conditions and the remaining Terms and Conditions shall continue in full force.

29. GOVERNING LAW

29.1 These Terms and Conditions shall be governed by and interpreted in accordance with the laws in New South Wales. The parties submit to the exclusive jurisdiction of the Courts of New South Wales and any Court competent to hear appeals therefrom.

30. SURVIVAL

30.1 In addition to any specific provision for the survival of a term of these Terms and Conditions, any and all provisions or obligations contained in these Terms and Conditions, which, by their nature or effect are required or intended to be observed, kept or performed after termination of these Terms and Conditions will survive the termination of these Terms and Conditions and remain binding upon and for the be