



TERMS AND CONDITIONS FOR TOUR PARTICIPATION

PARTIES

1. Dingo Trax Pty Ltd. (**Dingo Trax, us, our, we**), ABN 26 645 285 605, of 1 Dawn Avenue, Dandenong, 3175, VIC., Australia, a privately held entity which provides 4X4 tag-along adventure tourism; and
2. The person listed as Driver 1 on the Dingo Trax Booking Form (**you, your**).

AGREEMENT AND APPLICABILITY

3. These Terms and Conditions (**Agreement**) apply when you complete the Dingo Trax Booking Form, or when you accept an offer made via a social media platform, and we confirm your participation in one of our tours and constitutes a legal agreement between Dingo Trax and you.
4. This Agreement binds you and all persons travelling in your vehicle listed on the Dingo Trax Booking Form (**your participants**), for whom you are solely responsible.
5. This Agreement includes (where the context permits) our directors, associates, affiliates, insurers, volunteers, employees, agents and contractors, and these terms (including exclusions from liability) apply to their benefit.

RELATED AGREEMENTS AND PRECEDENCE

6. This Agreement is related to the (i) Terms and Conditions for the Use of our Website, (ii) Email Legal Notice, (iii) Privacy Policy and Collection Statement, and (iv) the Terms and Conditions for Booking and Cancellation Policy, all of which are incorporated by reference, published on our website at www.dingotrax.com.au, and/or otherwise made available to you on request.
7. In the event of any inconsistency between clause 6(i), (ii), (iii) or (iv) and this Agreement, this Agreement prevails to the extent of that inconsistency.

COMMENCEMENT, TERMINATION AND LANGUAGE

8. This Agreement commences in accordance with clause 3 above. It does not terminate. It is your responsibility to ensure that you read and understand this Agreement which is made available by us only in English.

DINGO TRAX OBLIGATIONS AND UNDERTAKINGS

9. Dingo Trax is a Licensed Tour Operator (**LTO**), subject to strict oversight for the protection of lives, property and the environment.
10. Dingo Trax will make every effort to operate tours as advertised.
11. Dingo Trax is committed to operating safely, in compliance with law, the terms of its license, and duty of care.

TOUR VARIATION AND CANCELLATION

12. You agree, acknowledge, and understand that due to the nature of 4X4 tag-along adventure tourism circumstances may arise where it is necessary (as the result of a public health (including Covid-19), regulatory requirement, weather conditions and the like), or beneficial (for business reasons, safety, optimising the tour experience and other reasons) for us to change or vary an aspect or aspects of an advertised tour.
13. You grant Dingo Trax the right to change or vary any routes, itineraries, and time schedules, and/or to or cancel tours for the reasons in clause 12 above, and for any exigent and unforeseen circumstances beyond our control.
14. You also agree, acknowledge, and understand that if, in our sole discretion, we consider you, or any of your participants a (i) safety risk, or (ii) negative and disruptive influence on any other tour participant or persons in communities we encounter while on tour, we will immediately exclude you from continuing with the tour.
15. No refunds will apply for the circumstances provided for in clauses 12, 13, and 14.
16. No refunds will apply if you, or any of your participants, breach the terms of this Agreement, all of which are material.

YOUR OBLIGATIONS AND UNDERTAKINGS

17. You and your participants agree, acknowledge, and understand that your participation in a tour is voluntary, based on informed consent, and that you each participate at your own risk.
18. You and your participants must comply with all relevant laws, regulations, rules, and codes of conduct, including prohibitions relating to pets, firearms, chainsaws, drugs, and alcohol.
19. You must comply with the requirements of all third-party service providers encountered on a tour (accommodation, pub, restaurant, and swimming pool facilities etc.). You agree, acknowledge, and understand that Dingo Trax is not liable for any third party.
20. You and your participants must comply with the directions and advice of any member of the Dingo Trax team at all times while on tour, and in all matters relating to the tour.

DRIVERS

21. You warrant that you and any other person listed as a driver on the Dingo Trax Booking Form holds a valid and unrestricted Australian driver's licence (or international equivalent) that permits operation of the class of your vehicle listed on the Dingo Trax Booking Form (your vehicle).



22. You agree, acknowledge, and understand that you are:

- responsible for your vehicle (whether it is owned, borrowed, on hire or lease etc.);
- required to comply with all relevant laws and regulations, and demonstrate a duty of care to all people and property, including other tour participants, other road users, and members of the public;
- liable for any traffic offences incurred during the tour in relation to your vehicle;
- responsible for loading your vehicle and ensuring the safe carriage of your load (including equipment, fuel, gas cylinders etc.), and for complying with all manufacturer recommendations for the carrying of loads (including trailers where applicable);
- responsible for maintaining your vehicle during the tour; and
- responsible for the cost of any of your vehicle repairs or towing and other expenses in the event of a breakdown.

FITNESS AND HEALTH

23. As a LTO, our tour itineraries may include bird watching bush walks and swimming. You are responsible for all your participants who participate in these activities, including to ensure that they are fit, healthy, and sufficiently able to manage the outdoor terrain, and that they have adequate food, water, safety equipment and first aid supplies for any outdoor activities.
24. You warrant that you and your participants have disclosed relevant, accurate, and updated health information to Dingo Trax and that each of you are solely responsible for your health and fitness while on a Dingo Trax tour.

UNDERTAKINGS IN RELATION TO ILLNESS AND INJURY

25. You warrant that you and all your participants have no pre-existing medical condition, disability, physical (such as pregnancy) or mental condition that may negatively impact Dingo Trax and/or any participant from enjoying and completing a tour.
26. You acknowledge and agree that Dingo Trax is not liable for the sickness, injury or physical or mental well-being of you, or any of your participants.

RISKS AND RISK ACCEPTANCE

27. You agree, acknowledge, and understand that there are risks involved in 4X4 tag-along adventure tourism including but not limited to snake, insect and spider bites, drowning, dehydration, and the like, that may result in damage to property or persons and/or death arising from extreme and unexpected conditions including bush fires, travelling in remote undeveloped locations, sometimes in dangerous conditions, such as steep and rocky terrain, river crossings and in inclement weather.

28. You agree, acknowledge, and understand that access to medical professionals, facilities and hospitals may not be possible, and that you are solely responsible for yourself and your participants and that to the full extent permitted in law Dingo Trax will not be liable for death or injury to persons, or damage or loss to property.
29. You warrant that you have properly assessed the risk involved in a 4X4 tag-along adventure tour and have taken adequate steps to mitigate the risks to you and all persons listed as a participant in the Dingo Trax Booking Form.

MEDICAL MATTERS AND EMERGENCIES

30. As part of our duty of care members of the Dingo Trax team have undertaken first aid training. However, no member of the team is a medical professional. In the event of a medical emergency, we will respond in accordance with our first aid capabilities, and contact emergency services, including the Royal Flying Doctor Services (RFDS) where necessary and possible.
31. You agree, acknowledge, and understand that we may take any action we deem appropriate in the event of a medical or other emergency, including but not limited to calling the RFDS, doctor, nurse, paramedic or ambulance, and any necessary hospital service. You warrant that you will be directly responsible to the provider of medical services for the costs of your treatment for the provision of medical services, including evacuation by air and road.
32. In the event, that we incur costs for medical and other emergencies, you agree and undertake to reimburse Dingo Trax within 7 (seven) days of us providing an invoice to you (or the person authorised to act on your behalf).
33. In the event that neither you, nor any of your participants is capable of driving your vehicle following a medical or other emergency, you acknowledge and agree that a member of the Dingo Trax team, or responsible person nominated by Dingo Trax, is authorised to drive your vehicle to an appropriate place of safety, and to make arrangements to keep it there, until such time as you, or someone authorised by you, can make arrangements to retrieve it.

VEHICLE SUITABILITY, MAINTENANCE AND BREAKDOWNS

34. To participate in a Dingo Trax tour, your vehicle must be a Four-Wheel Drive (**4WD**) vehicle with high and low range gearing, reasonable ground clearance and all terrain tyres. Your vehicle must be in a good state of repair and must have had a recent service. In the event, that you arrive at the tour departure location with a vehicle that does not meet these requirements, and the specifications set out in our *Vehicle Requirements Form* (made available once your booking is confirmed), or that we in our sole discretion deem unsuitable for the tour, we may exclude you from joining the tour and no refund will apply.

35. You are responsible for the maintenance of your vehicle during the tour. This includes, but is not limited to regularly checking batteries, water and oil levels, tyre pressures and air filters.
36. While Dingo Trax team members have years of experience in 4WD driving in remote locations, no member of the team is a vehicle mechanic.
37. In the event, that your vehicle breaks down, is bogged, stuck in a sand dune or similar situation, we will respond in accordance with our capabilities and assist you where reasonable on the condition that the recovery will not endanger any person or risk causing damage to any property.
38. As with costs related to medical and emergency services, you acknowledge and agree that you alone will be liable, and pay for all costs, either directly to the service provider, or to reimburse Dingo Trax within 7 (seven) days of us providing an invoice to you, in cases where we have incurred costs on your behalf.
39. In the event that Dingo Trax facilitates the hire of vehicles or equipment on your behalf, you agree, acknowledge, and understand that the terms and conditions for the use of the vehicles and equipment is between you and the supplier of the vehicles or equipment.
40. You also agree, acknowledge, and understand that the tour cost does not include the cost of any vehicle repairs, equipment hire, towing or any other third-party costs incurred by or accrued to you.

GROUP PARTICIPATION AND RESPECT

41. Dingo Trax tours involve a number of participants (sometimes as many as 20 or more) so it is necessary for you to help us provide a positive experience for everyone by treating the Dingo Trax team, other participants, service providers and the public in general politely and with due consideration and respect at all times and not to create a nuisance of any sort, offend, distress or endanger any person.

WARRANTIES

42. In addition to the warranties made elsewhere in this Agreement, you warrant that:
 - all information provided by you to Dingo Trax is complete, up to date and accurate, and to advise us if any of the warranties provided are, or become, incorrect;
 - you have the capacity and consent to enter into this Agreement on behalf of all participants included in the relevant Dingo Trax Booking Form;
 - you have the authority to enter into this Agreement and to give the releases and indemnities set out in this Agreement on behalf of those persons, including any minors;
 - all drivers of your vehicle have sufficient driving experience, skill and expertise to

- safely drive in the tour conditions and not cause undue delays on the tour;
- your vehicle is capable of handling the tour conditions and able to be driven at the pace of the tour;
- our vehicle is roadworthy and will at all times during the tour be registered under the laws of the State in which you live;
- you do not have any undisclosed pre-existing medical condition or disability which will or may prevent or affect your ability to complete the tour;
- your vehicle has been and will be maintained to a standard commensurate with the actual and anticipated conditions on a tour.
- if we ask for proof of any of these matters you will provide that to us.

INDEMNITIES

43. You agree, acknowledge, and understand that the Dingo Trax tours are provided on an "as is" and "as available" basis and that your participation in any Dingo Trax tour is at your sole discretion and risk.
44. You agree, acknowledge, and understand that we will not be liable for any direct, indirect or consequential damages suffered by you arising from your participation in any Dingo Trax tour, this Agreement or otherwise.
45. We will take reasonable care as expected from a similar tag along tour operator to ensure the accuracy of the information we provide but make no representations, warranties or guarantees in any way other than those under this Agreement.
46. To the fullest extent permissible in law, you hereby unconditionally and unreservedly indemnify and hold Dingo Trax, our directors, volunteers, employees, consultants, agents, licensors and service providers (Dingo Trax team), harmless against all loss, damages, claims, liability and/or costs, of whatsoever nature, howsoever and whensoever arising, including any consequential loss.

LIABILITY

47. You indemnify Dingo Trax for any loss suffered or incurred by us and caused by any failure on your part to provide us with information or any breach of this Agreement and any warranty that you have given to us.
48. Without limiting the generality of clause 47, you acknowledge and agree that we will not be liable for:
 - the acts, omissions or defaults, whether negligent or otherwise, of third parties;
 - any loss or damage (including consequential loss) to any persons or property caused, or contributed to, by your actions (whether negligent or otherwise) during or after the tour;

- any injury, loss or damage (including consequential loss) incurred or suffered by you or any of your participants due to any changed itinerary, delay, or force majeure event; or
- any loss suffered by and against all claims and liabilities arising out of or related to your participation in the tour and any breach by you of this Agreement.

INSURANCE

49. Dingo Trax has public indemnity insurance required as a LTO.
50. We strongly recommend that you take out a comprehensive travel insurance policy which comprehensively covers:
 - cancellation, medical evacuation, ambulance, hospitalisation, injury, theft of personal property, vehicle and equipment hire, and any consequential damages; and
 - in addition to your vehicle insurance, third party insurance, and a premium roadside service cover such as that provided by the Royal Automobile Club of Victoria (**RACV**).

CONFIDENTIALITY, PRIVACY AND DATA PROTECTION

51. Any personal information (including sensitive information and health information) that Dingo Trax processes will be handled in accordance with our Privacy Policy and Collection Statement.
52. In addition to compliance with privacy law, we will keep your confidential information confidential, and not disclose it unless it is required (for example, by sharing dietary requirements related to a health condition for a meal booking, or when emergency services are required), and as provided for in law.

DINGO TRAX INTELLECTUAL PROPERTY AND SOCIAL MEDIA

53. Dingo Trax owns, or is licensed to use certain intellectual property, including the Dingo Trax domain name, copyright, trade mark, and design, protected under Australian law and international agreements.
54. We grant you a limited license to make a temporary electronic copy of all or part of the Dingo Trax Website, tour brochures and social media sites and posts, and to print limited hard copy versions for your personal use providing that all material is properly attributed.
55. You may not commercially exploit, modify, claim ownership of, link to, or incorporate our website or other intellectual property elsewhere without our prior written consent.
56. You must always comply with the terms and conditions of the various Social Media platforms where we publish material, for example, you must never 'tag' any person without their knowledge and consent.

YOUR INTELLECTUAL PROPERTY AND ASSIGNMENT

57. You grant us permission to use any images (in any format) which have been taken by us, you, or your participants on a Dingo Trax tour, and you grant us a worldwide, royalty-free license to use the images in our promotional, marketing, and customer communication materials.

COMPLAINTS AND DISPUTE RESOLUTION

58. You agree to submit all complaints relating to this Agreement to us first, so that we have an opportunity to resolve your complaint before you proceed to any relevant authority. Please direct all complaints to Info@dingotrax.com.au.
59. Subject to the above, you agree to confidential arbitration prior to proceeding to a court or other forum. Nothing in this Agreement prevents either us or you from approaching a court of competent jurisdiction for an interdict or for relief on an urgent basis.

FORCE MAJEURE

60. Dingo Trax may suspend, change, or cancel its obligations under this Agreement if its ability to perform is affected by a force majeure event, including but not limited to cyclones, storms, earthquakes, explosions, government actions, war, pandemic or any other cause which is beyond its reasonable control.

ENTIRE AGREEMENT

61. This Agreement, together with the related agreements listed in clause 6 constitutes the entire agreement between Dingo Trax and you, and supersede, in their entirety, all previous agreements, understandings and negotiations on the tour subject matter.

GOVERNING LAW

62. The Agreement is governed by the laws of Victoria. The parties each submit to the exclusive jurisdiction of the courts of that place and the courts of appeal from them.

SEVERABILITY

63. If any clause or part of any clause in this Agreement is held by a court to be invalid or unenforceable, that clause or part of a clause is to be regarded as having been deleted from the Agreement, and the Agreement will otherwise remain in full force and effect. This clause has no effect if the deletion alters the basic nature of this Agreement or is contrary to public policy.

VARIATION AND WAIVER

64. The Agreement may only be varied in writing by the parties.

COMMUNICATION AND ELECTRONIC COMMUNICATIONS AND TRANSACTIONS

- 65. You agree to the giving and receiving of information for the purposes of this Agreement by electronic mail (email). Other forms of electronic communication (for example, text messaging) will not be recognised for these purposes.
- 66. You agree that we may approach you or send you information about Dingo Trax in an electronic or other format. You will always have the choice to inform us in writing that you do not want us to

communicate with you and/or to opt-out of these communications.

CONFIRMATION AND SIGNATURE

You confirm that you have read, understood and agree to the Terms and Conditions for Tour Participation.

BEFORE DEPARTURE ON A DINGO TRAX TOUR YOU WILL BE ASKED TO SIGN A HARD COPY PAPER FORM CONFIRMING YOUR CONSENT TO THIS AGREEMENT.

