Attn Motorsport competitors

Rally Notes Pty Ltd provides course notes for the following events:

- **Targa Tasmania**
- **Targa Wrest Point**
- **Classic Tasmania / Rally Tasmania**
- **Targa High Country**
- **Classic Targa Adelaide**
- **Mt Baw Baw**
- **Lake Mountain Sprint**
- **Targa West**

To make things easier for our customers, we combine each event into one agreement covering events in each calendar year. This will make things simpler and faster for those teams who compete in more than one event each year.

We do ask that you read the agreement and complete every section in full. In particular:

- **Drivers full name, address and occupation.**
- **Co-driver/Navigators full name, address and occupation**
- **Entrant/Vehicle owners full name, address and occupation**
- **We request each page be initialled at the bottom**
- **Each signature on the last page must be witnessed by an adult - they must actually see you sign it!**

<u>Please POST</u> the fully completed agreement - 6 pages including the schedule - to us at :
PO Box 231, Kings Meadows, Tas, 7249

Unfortunately, we do receive a number of incomplete agreements. Incomplete agreements are not accepted and will be returned for correct completion. Course notes will not be sent until we receive a fully completed agreement. Rally Notes will not be responsible for delays in issuing course notes when agreements are not properly completed.

Please help us help you and get it right the first time.

Ron Coenen

2011 CONDITIONS OF USE AGREEMENT

This Agreement is made between:

RALLY NOTES PTY LTD (ACN 077 462 723) of 49 Trafalgar Drive, Prospect Vale, Tasmania 7250 ("**RN**") (Postal address PO Box 231, Kings Meadows, Tasmania, 7249

and _____ of _____

Occupation _____

("**Driver**") [Insert full name of Driver, occupation and address]

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and _____ of _____

Occupation _____

("**Co-Driver/Navigator**") [Insert full name of Co-Driver/Navigator, occupation and address]

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and _____ of _____

Occupation _____

("**Entrant**") [Insert full name of Vehicle Owner/Entrant, ACN or occupation and address]

(Driver, Co-Driver/Navigator and Entrant are together called the "**Covenantors**")

RECITALS

A RN is the owner of the Course Notes.

B The Covenantors agree to receive Course Notes on the terms and conditions set out in this Agreement.

C The Covenantors and RN have recorded the terms and conditions of their understanding in this Agreement.

IT IS AGREED:

1. INTERPRETATION

1.1 In this Agreement unless the context otherwise requires the following words and expressions shall have the following meanings:

"**Agreement**" means this Agreement as amended, varied or novated from time to time;

"**Assumptions**" means the assumptions which have been used in preparing the Notes as follows:

a) That the Driver and Co-Driver/Navigator possess reasonable competence, skill and experience in the sport of motor rallying;

b) That weather conditions are fine and dry;

c) That there are no unusual circumstances which may affect visibility or driving conditions including, but not limited to, any unforeseen obstacles on the road; and

d) That visibility on the road/ground is good and clear.

"CAMS" means Confederation of Australian Motor Sport and **"AASA"** means Australian Autosport Alliance

"Competitive Stage" means any competitive Stage or special Stage in the Event as defined by the Event's supplementary regulations.

"Course Notes" means a true copy reproduced by RN of certain course notes for the Event which have been prepared upon the Assumptions;

"the Event" means one of the motor sport events calendared each year and listed on Schedule 1and known as either the:

a) "Mt Baw Baw";

b) "Classic Tasmania / Rally Tasmania";

c) "Targa Tasmania";

d) "Targa Wrest Point"

e) "Targa High Country";

f) "Classic Targa Adelaide ";

g) "Lake Mountain Sprint"

h) "Targa West"

"RN" means Rally Notes Pty Ltd, and includes its directors, shareholders, employees, agents and assigns.

"Stage" means each and every stage or section of the Event as defined in the Event Regulations and road books; and

"Term" means the period commencing on the date of execution of this Agreement, being the date of receipt by the Covenantors, (or any of them which receipt by some or one only of the Covenantors shall be deemed to receipt by each of the Covenantors for the purpose of this Agreement) of the Course Notes from RN at 10.00pm on the last day of the Event.

2. AGREEMENTS BY THE DRIVER, CO-DRIVER/NAVIGATOR AND ENTRANT

2.1 In consideration of RN as beneficial owner agreeing to supply the Course Notes to the Covenantors each of the Driver, Co-Driver/Navigator and Entrant separately:

a) warrants and represents to "RN" that the Driver is the holder of a current competition licence issued by CAMS or AASA and the Co-Driver/Navigator is the holder of a current competition licence issued by CAMS or AASA pursuant to the National Competition Rules for the time being of CAMS or AASA; and

b) covenants and agrees with RN that:

i) before the first day of the Event the Driver shall drive and the Co-Driver/ Navigator shall navigate each and every Stage from start to finish for the purpose of interpreting the Course Notes in relation to the driver's own skill and experience together with the characteristics of the vehicle being driven.

ii) should the Driver and Co-Driver/Navigator elect not to check the Course Notes for each and every Stage, (or any single Competitive Stage) then any

attempt to use the Course Notes in the Competitive Stages not checked would be reckless and dangerous behaviour on their respective parts.

c) agree that there shall be no liability incurred by or attaching to RN as a consequence of the use, distribution, licensing or any other matter concerning the Course Notes;

d) agree to make no claim against RN or its directors, shareholders, employees, agents or assigns in respect of the Course Notes.

3. ASSUMPTIONS

3.1 The Driver, Co-Driver/Navigator and Entrant separately acknowledge that the Course Notes have been prepared in accordance with the Assumptions and separately agree with RN that any attempt to use the Course Notes in the Event without first checking their suitability to:

a) the skills of the Driver and Co-Driver/Navigator;

b) the capacity and handling of their vehicle; and

c) the prevailing weather and road or ground conditions,

would be reckless and dangerous behaviour on their respective parts.

4. DISCLAIMER OF LIABILITY

4.1 No person including, but without limitation, the Driver, Co-Driver/Navigator and Entrant should rely on the contents of the Course Notes without first independently checking the Course Notes by driving each of the Stages in a non-competitive environment.

4.2 The Course Notes are supplied by RN on the terms and understanding that:

a) RN is not responsible for the results of any actions or omissions taken on the basis of information in the Course Notes nor for any error in or omission from the Course Notes;

b) RN expressly disclaims all and any liability and responsibility to any person, whether the Covenantors or not, in respect of anything, and of the consequences of anything, done or omitted to be done by any such person in reliance, whether wholly or partially, upon the whole or any part of the Course Notes;

c) no representation or warranty, expressed or implied, is made by RN as to the accuracy, completeness or thoroughness of the content of the Course Notes; and

d) the Course Notes are for the confidential use only of the Covenantors upon the terms and conditions set out in this Agreement and are not to be reproduced by the Covenantors or any other person for any other purpose.

5. CONFIDENTIALITY

5.1 The Covenantors jointly and severally agree that they shall not, either during or after the Term disclose to any person, firm, corporation or organisation, any part of the Course Notes nor shall the Covenantors reproduce the Course Notes except for the purposes of use by the Covenantors in accordance with the terms of this Agreement.

5.2 The restrictions contained in clause 5.1 and this clause shall continue to apply after the termination of this Agreement indefinitely and shall only cease to apply to information which enters the public domain.

6. COPYRIGHT & INTELLECTUAL PROPERTY

6.1 Usage of the Course Notes is restricted to the Event for the purposes of reconnaissance prior to commencement of the Event and for the purposes of traversing the course during the Event. Permission to use the Course Notes expires on the last day of the Event at 10.00pm. The right to re-use the Course Notes at any other time can only be undertaken with the express written consent of RN, and on payment of a re-use fee as determined by RN.

7. CONDITIONS OF SALE

7.1 The Course Notes are the Intellectual Property of Rally Notes Pty Ltd and are protected under the ***Commonwealth Copyright Act 1968***. The Course Notes are sold subject to the condition that they shall not, by way of trade or otherwise, be lent, re-sold, hired out or otherwise circulated without the express written consent of the RN who is the Copyright and Intellectual Property holder. No material may be reproduced in part or in whole without the written consent of RN.

7.2 All persons, corporations or entities found in breach of the copyright and intellectual property conditions of this Agreement and/or clauses 5, 6 and 7 agree to pay on demand to RN a sum of $2,500.00 by way of compensation for the confidentiality, copyright, intellectual property and conditions of sale breach.

8. IMPORTANT NOTE

8.1 Motorsport is dangerous.

Every care has been taken in the preparation and presentation of the Course Notes. Nevertheless, the ultimate responsibility for the safety of the Driver and Co-Driver/Navigator while competing in the event remains with the Driver and the Co-Driver/Navigator. RN, its director(s), shareholders, employees, agents and assigns accept no responsibility whatsoever for the safety of the Driver and the Co-Driver/Navigator while participating in the Event.

EXECUTED BY

DRIVER:_____(Signature)

on the _____day of _____ 20….

In the presence of : _____

(Witness Signature – cannot be one of the Covenantors)

_____ _____ _____

(Witness Name) (Address) (Occupation)

CO-DRIVER/NAVIGATOR:_____(Signature)

on the _____day of _____ 20….

In the presence of : _____

(Witness Signature – cannot be one of the Covenantors)

_____ _____ _____

(Witness Name) (Address) (Occupation)

ENTRANT: (If relevant affix company seal) _____ (Signature(s))

on the _____day of _____ 20…..

In the presence of : _____

(Witness Signature – cannot be one of the Covenantors)

_____ _____ _____

(Witness Name) (Address) (Occupation)

SCHEDULE 1

1. The “Mt Baw Baw” is to be held in Victoria. (For specific dates, refer event regulations)

2. The “Classic Tasmania / Rally Tasmania” event is to be held in Tasmania. (For specific dates, refer event regulations)

3. The “Targa Tasmania” event is to be held in Tasmania. (For specific dates, refer event regulations)

4. The “Classic Targa Adelaide” event is to be held in South Australia. (For specific dates, refer event regulations)

5. The “Lake Mountain Sprint” is to be held in Victoria. (For specific dates, refer event regulations)

6. The “Targa West” event is to be held in Western Australia. (For specific dates, refer event regulations)

7. The “Targa Wrest Point” event is to be held in Tasmania. (For specific dates, refer event regulations)

8. The “Targa High Country” event is to be held in Victoria. (For specific dates, refer event regulations)