

These terms and conditions (Terms) apply to the use of the Fatigue website (Site), including the use of the information provided on the Site. In order to be able to access the information offered on this Site, you must agree to these Terms. These Terms must be read in conjunction with any other applicable terms and warnings governing the use of the Site. In these Terms, the expressions we, us and our are a reference to Transport for NSW, Level 6, 18 Lee Street, Chippendale NSW 2008 (TfNSW).

## **Privacy Statement**

When you register to use the Site, we collect certain information from you during the registration process and in respect of your use of the Site. That information may include your name, an email address, age and gender.

If you do not provide information requested by us from time to time, we may not be able to provide services to you under the Site.

We, our agents, consultants and/or sub-contractors:

- use your name and email address, to send a single email within one week to prompt you to retake the test
- Use your age and gender, for undertaking de-identified analysis to assist us in developing further road safety initiatives and raising awareness of driver fatigue; and
- may use any of the information about you which we have collected to enable you to use the Site; to improve our services and communications to you; to develop further road safety initiatives; and for any other purpose for which this information was provided to us or for any purpose related or ancillary to any of the above.

We may disclose your personal information to our agents, consultants and sub-contractors who assist us in running our organisation, including this Site, or provide related services, and who are subject to security and confidentiality obligations. We may also use aggregate information and statistics for the purpose of monitoring usage of the Site in order to help us develop this Site, the fatigue campaign and our services.

You are entitled to request access to all personal information held by us. Normally you will be asked to apply for access in writing and provide identification. You may be charged a fee if you request copies of your personal information.

If you believe the information that we hold about you is incorrect and an error has been made, please let us know and we will correct the information. If we believe the information is correct, you may request for your view to be noted on the record.

If you have questions or a complaint about the privacy of your personal information, you can contact us at [privacy@transport.nsw.gov.au](mailto:privacy@transport.nsw.gov.au).

## **Privacy Policy**

We undertake to comply with the terms of our privacy policy which is accessible from [www.transport.nsw.gov.au/content/user-privacy-policy](http://www.transport.nsw.gov.au/content/user-privacy-policy).

## **Disclaimer**

The information on this Site is intended to give an indication of your possible level of fatigue only. You accept that other factors, in addition to fatigue, may affect your ability to respond to the questions on this Site. You also accept that the information provided through the Site does not indicate whether you are in an appropriate state to drive and is not in the nature of advice. It remains your responsibility at all times to determine whether you are sufficiently alert to drive.

Further, we do not make any representation or warranty that the information provided is reliable, accurate or complete. You should make your own enquiries and seek independent advice before acting or relying on any information or material which is made available to you pursuant to this Site. It remains your responsibility to evaluate the accuracy, completeness and usefulness of any such information. We do not accept responsibility for any losses, damages, liabilities, claims, costs and expenses, however caused (including through negligence), which you may directly or indirectly suffer in connection with or arising from your use of the Site or your use of or reliance on information contained on or accessed through this Site.

You must ensure that your access to this Site is not illegal or prohibited by laws which apply to you. You agree to use the Site for lawful purposes only.

You must take your own precautions to ensure that the process which you employ for accessing this Site does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system. For the removal of doubt, we do not accept responsibility and you release TFNSW in respect of any losses, damages, liabilities, claims, costs and expenses which may be suffered directly or indirectly for any interference or damage to your own computer system which arises in connection with your use of the Site.

To the extent permitted by law, any condition or warranty which would otherwise be implied into these Terms is excluded. Our liability for breach of a condition, warranty or guarantee implied by or arising under law which cannot be excluded is limited to the extent permitted by law to the resupply of the goods or services as the case may be. You indemnify us and our officers, employees and agents against all actions, claims and demands (including the cost of defending or settling any action, claim or demand) which may be instituted against us arising out of a failure by you to comply with these Terms.

## **Road Rules**

You must comply with all applicable road rules, including in NSW, the NSW Road Rules and not use this Site in any manner contrary to such road rules.

The NSW Road Rules provide that it is illegal to use a mobile phone held in your hand while you are driving or stationary (but not parked). A driver of a motor vehicle may only use a mobile phone to make or receive a phone call while driving if the phone is secured in a mounting fixed to the vehicle,

or can be operated by the driver without touching or manipulating any part of the phone for example through the use of Bluetooth technology and the phone is not resting on any part of the driver's body.

### **Copyright**

Copyright in the Site (including text, graphics, logos, icons, sound recordings and software) is owned or licensed by us. Information procured from a third party may be the subject of copyright owned by that third party. Other than for the purposes of, and subject to the conditions prescribed under, the Copyright Act 1968 (Cth) and similar legislation which applies in your location, and except as expressly authorised by these Terms, you may not in any form or by any means adapt, reproduce, store, distribute, print, display, perform, publish or create derivative works from any part of this Site or from any information obtained from this Site or commercialise any information, products or services obtained from any part of this Site without our written permission.

### **Restricted Use**

Unless we agree otherwise in writing, you are provided with access to this Site only for your personal use. Without limiting the foregoing, you may not without our written permission on sell information obtained from this Site.

### **Security of Information**

Unfortunately, no data transmission over the Internet can be guaranteed as totally secure. Whilst we strive to protect such information, we do not warrant and cannot ensure the security of any information which you transmit to us. Accordingly, any information which you transmit to us is transmitted at your own risk. Nevertheless, once we receive your transmission, we will take reasonable steps to preserve the security of such information.

### **Termination of Access**

Access to this Site may be terminated at any time by us without notice. Our disclaimer will nevertheless survive any such termination.

### **General**

These Terms are governed by the laws in force in New South Wales, Australia. You agree to submit to the exclusive jurisdiction of the courts of that jurisdiction.

We reserve the right to amend or vary these Terms at any time at our discretion. Your continued use of the Site will be taken as your acceptance of the Terms as amended or varied.

We accept no liability for any failure to comply with these Terms where such failure is due to circumstance beyond our reasonable control.

If we waive any rights available to us under these Terms on one occasion, this does not mean that those rights will automatically be waived on any other occasion.

If any of these terms are held to be invalid, unenforceable or illegal for any reason, the remaining terms shall nevertheless continue in full force.

**To Return to the Site**

To return to the Site, click where indicated. By doing so, you acknowledge that you have read, understood and accept the above Terms.