

Qantas Flight Simulator Terms and Conditions

Effective **1 August 2013**

1. Introduction

- 1.1. These Terms and Conditions of Qantas Airways Limited ABN 16 009 661 901 (“**Qantas**”) apply to experiences in Qantas flight simulators (“**Qantas Flight Simulator**”), to each Qantas Flight Simulator session (“**QFS Session**”) and any ancillary products or services, whether or not a person named on the booking as taking part in the QFS Session (“**Participant**”) is the purchaser. By making a purchase or a booking, you acknowledge that you have read and agree to be bound by these Terms and Conditions.
- 1.2. When making a booking, the person making the booking confirms and undertakes that he or she has the authority to accept and does accept these Terms and Conditions on behalf of all Participants and has the authority to act on behalf of all Participants with respect to the booking.
- 1.3. By providing the contact details of the person making the booking, you consent to our use of these contact details in all later correspondence between us. It is particularly important that these contact details are correct because we will use these details if we need to contact you to inform you of any changes, amendments or cancellations to your booking.
- 1.4. Once the flight experience is purchased, a representative from Qantas Flight Simulator will contact the person making the booking within 2 business days to organise a time and date for the experience. They will book in the experience on your preferred date and time (subject to availability). If a suitable time cannot be confirmed the payment will be refunded.

2. Participant Requirements

- 2.1. Qantas Flight Simulator involves a degree of physical mobility and may not be suitable for some people. At the time of booking the QFS Session you are required to notify Qantas of any medical condition(s) that may affect the Participants’ ability to undertake a QFS Session.
- 2.2. The maximum number of Participants is 2.
- 2.3. Participants must be:
 - 2.3.1.1. 12 years or older;
 - 2.3.1.2. accompanied by a responsible adult if under 18 years of age and their parent or legal guardian must consent to their participation;
 - 2.3.1.3. in good health and free from heart, back or neck problems, motion sickness, or other conditions that could be aggravated by the motion of the simulator. Must also declare and advise Qantas Flight Simulator at the time of booking if there is a history of heart complaint/pacemakers, stroke and epilepsy.
 - 2.3.1.4. it is advised that expectant mothers should not participate;
 - 2.3.1.5. dressed appropriately in smart casual clothing with flat shoes. No thongs or high heel shoes are permitted;
 - 2.3.1.6. free from the influence of drugs or alcohol; and
 - 2.3.1.7. Australian citizens.
- 2.4. Once a booking is made, Qantas will arrange for security checks to be carried out in respect of each Participant. **No Participant returning an adverse security check, in Qantas’ discretion, will be permitted entry to the Qantas Flight Simulator premises or to participate in a QFS Session.** In the event that an adverse security check is returned with respect to any Participant in a booking, Qantas will cancel the QFS Session and issue a full refund with respect to the booking.
- 2.5. Qantas Flight Simulator experience is not suitable for professional pilot training and pre-interview preparation for airline selection is strictly prohibited.

- 2.6. No persons other than those participating in a QFS Session will be permitted entry.
- 2.7. Qantas reserves the right to refuse any person, for whatever reason, participation in a QFS Session, at Qantas' absolute discretion. Qantas will issue a full refund with respect to the booking if that person is refused participation for any reason other than as set out above, or other than by reason of breach of clauses 3 and 4 below.

3. Check-in

- 3.1. All Participants are required to arrive at the Qantas Flight Simulator facilities and check in at Security at least 15 minutes prior to their QFS Session. It is the responsibility of the Participant to allow sufficient travel time prior to the QFS Session, particularly when travelling from interstate. If a Participant tries to check in later than this time, Qantas may in its discretion refuse admittance, without refund.
- 3.2. All Participants are required to provide the following photo identification on arrival: current drivers licence or valid passport. **Failure to provide identification will result in the refusal of admittance.** No refund will be given in such circumstances.
- 3.3. Use of cameras, mobile phones, video cameras or similar recording equipment or the taking of photos is prohibited within the Qantas Flight Simulator facilities. Any photographs will be taken by a Qantas representative.
- 3.4. Qantas reserves the right to inspect any bag or container brought onto Qantas premises.
- 3.5. Qantas may require Participants to confirm in writing that they have received a copy of and agree to be bound by these Terms and Conditions.

4. During the QFS Session

- 4.1. Smoking is not permitted on Qantas premises.
- 4.2. You may be given a safety and security briefing prior to your QFS Session. You must comply with the instructions given in this briefing and with any other directions and instructions of Qantas staff. Qantas may remove a Participant from a QFS Session and/or Qantas premises if any Participant does not comply with these terms, without refund.
- 4.3. If the duration for the QFS Session is reduced due to the Participant (e.g. motion sickness, toilet breaks, late arrival) then no refund will be given. If there is a technical problem with the simulator that significantly reduces the quality and/or duration of the Qantas Flight Simulator experience the Participant will receive an additional QFS Session, to be determined by Qantas, acting reasonably. If an additional QFS Session is permitted, it will be organised at your preferred date and time (subject to availability). If a suitable time cannot be confirmed the payment will be refunded.

5. Payment

- 5.1. Except as set out in clause 7 below, QFS Sessions are non-refundable and non-transferable and are specific to the person and QFS Session details on the booking confirmation.
- 5.2. QFS Sessions must not be offered as prizes, offered for sale or resale, or resold or used for any commercial purpose or acquired without Qantas' prior written consent. If Qantas reasonably believes that such activities have taken place without consent, the Participant may be refused participation in the QFS Session without payment of any compensation whatsoever.

6. Simulator Availability and Cancellations by Qantas

Qantas will make all reasonable efforts to provide QFS Sessions on the date, time and with the simulator type specified in the booking confirmation. However, this will sometimes not be possible due to, for example, simulator failure and/or Qantas' need to meet airline operational

requirements. If Qantas cancels a QFS Session in its discretion, a Qantas representative will as soon as reasonably practicable contact the person who made the booking to organise another time and date for the experience. They will book in the experience on your preferred date and time (subject to availability). If a suitable time cannot be confirmed the payment will be refunded. Qantas will not be responsible for paying any other costs or expenses you may incur as a result of the delay or cancellation, except as otherwise provided in these Terms and Conditions or required by applicable laws.

7. Cancellations, Reschedules and Changes to Participants by You

7.1. QFS sessions are non-refundable except in accordance with these Terms and Conditions.

7.2. Should you need to reschedule your booking, the below conditions apply:

7.2.1. Subject to QFS Session availability, QFS Sessions may be rescheduled if notified by you at least 10 business days before the QFS session.

7.2.2. QFS Sessions are unable to be rescheduled if notified by you less than 10 business days before the QFS Session.

7.3. If, subject to clause 2.2, you wish to change the number of Participants on your booking, you may only do so by notifying Qantas at least 10 business days prior to the QFS Session.

7.4. There will be no refund applicable if removing a Participant from the booking.

7.5. Qantas, in its discretion, may refuse to make more than 2 changes to any booking.

7.6. When cancelling, rescheduling or making a change to Participants, please contact the Qantas Flight Simulator centre on 1300 FLY SIM (1300 359 746) Monday to Friday, between 9am and 4pm.

8. Refunds

Refunds, when permitted in accordance with these Terms and Conditions, will only be made to the person who purchased the experience in the form of price paid for the QFS Session.

9. Miscellaneous

Any photographs supplied by or purchased from Qantas remain copyright to Qantas and may only be used or reproduced by the purchaser or recipient for private or domestic purposes, and must not be used for any commercial purposes without Qantas' prior written consent.

10. Liability

10.1. Qantas acknowledges that certain laws imply terms, conditions or warranties into contracts for the supply of goods or services that cannot be excluded. For example, for consumers, services come with non-excludable warranties under the Australian Consumer Law that they will be provided with due care and skill and be reasonably fit for their purpose. Clause 10 is not intended to exclude or restrict the application of such laws.

10.2. Subject to clause 10.1, all express or implied representations, conditions, warranties and provisions, whether based in statute, common law or otherwise, relating to the provision of products and services pursuant to or as contemplated by these Terms and Conditions that are not contained in these Terms and Conditions, are excluded to the extent permitted by law.

10.3. If any condition or warranty is implied into these Terms and Conditions under the Australian Consumer Law or any other applicable legislation and cannot be excluded, and Qantas is able to limit remedy for a breach of such condition or warranty, the liability of Qantas for breach of that condition or warranty is limited, at Qantas' absolute discretion, to one or more

of the following: in the case of products, to replace the products, supply equivalent products or repair the products, to pay the cost of replacing the products or of acquiring equivalent products, or to pay the cost of having the goods repaired; and in the case of services, to supply the services again or to pay the cost of having the services supplied again.

- 10.4. Subject to clauses 10.1, 10.2 and 10.3 and to the extent permitted by law, Qantas excludes liability and will not be liable for loss, damage or injury resulting from: Participant's failure to obey instructions; shortened duration of a QFS Session due to any pre-existing medical or psychological condition; any negligent act or omission of any Qantas Group Company or any person for whom any Qantas Group Company is responsible; any delay in a QFS Session taking place; and any loss of or damage to valuables or luggage placed in Qantas lockers and storage space.
- 10.5. Subject to clauses 10.1, 10.2, 10.3 and 10.4 and to the extent permitted by law, the Participant releases and discharges each Qantas Group Company from any claim, action, demand or proceeding (including those arising from negligence, to the extent permitted by law) relating to or arising from participation in a QFS Session.

11. Personal Information

- 11.1. Your personal information will be dealt in accordance with the Qantas' Privacy Statement available at qantas.com/privacy. You consent and authorise Qantas and each of its related bodies corporate (Qantas and its related bodies corporate each being a "**Qantas Group Company**") to collect, use and disclose the information about you on and collected in relation to your booking to provide products and services to you, process your Qantas Flight Simulator arrangements and facilitate your participation in the loyalty programs of Qantas and otherwise as described in the Qantas Privacy Statement. If the information is not provided, Qantas may not be able to provide the services requested.
- 11.2. Your personal information may be disclosed to any Qantas Group Company, organisations which provide services to Qantas, such as collecting commissions (more details in Qantas' Privacy Statement at qantas.com/privacy) and various law enforcement agencies and governments for security purposes.
- 11.3. On request by you and to the extent permitted or required by law, Qantas will provide you with access to and the ability to correct your personal information held by Qantas. You can gain access to the information Qantas holds about you by contacting Corporate Customer Care in writing at Level 9, Building B, 203 Coward Street, Mascot NSW 2020.
- 11.4. This clause survives the termination of these Terms and Conditions.

12. Qantas Group Agency

Qantas enters into this agreement with you on its own behalf and as agent for each of its related bodies corporate (each a "**Qantas Group Company**"). Qantas is able to assert all rights and remedies open to each other Qantas Group Company in relation to this agreement, to the same extent as if that other Qantas Group Company was Qantas.

13. Governing Law

The Terms and Conditions and Qantas Flight Simulator are governed by and will be construed in accordance with the laws of the State of New South Wales, Australia. In any action or other legal process with respect to any matter or thing in connection with these Terms and Conditions or Qantas Flight Simulator, Qantas and each purchaser and Participant submit to the non-exclusive jurisdiction of the Courts of the State of New South Wales.

Qantas Airways Limited ABN 16 009 661 901