

Charles Sturt University – Road Rules Quiz

Transport for NSW

TERMS AND CONDITIONS

1. **These terms apply.** By participating in this promotion (“Promotion”) entrants agree to these terms and conditions. Information on how to enter and prizes form part of these terms and conditions. The Promoter’s decision in all matters is final and no correspondence will be entered into and principles of administrative law do not apply. If there is any conflict between these terms and conditions and any other published materials, these terms and conditions will prevail. Entry into this competition constitutes acceptance of these terms and conditions. Entries must comply with these terms and conditions to be valid.
2. **Promoter.** The Promoter is Transport for NSW (ABN 18 804 239 602) of 18 Lee St, Chippendale, NSW 2008.
3. **Eligibility.** Entry is open to individuals who at the time of entry are aged 18 or older and are ordinarily resident in New South Wales, Australia and who are not:
 - (a) current or past employees (or the immediate family members of current or past employees) of the Promoter, including the Roads and Maritime Services, State Transit Authority, Sydney Trains, NSW Trains and RailCorp (“Operating Agencies”); or
 - (b) persons (or the immediate family members of persons) who have accepted an offer of employment by the Promoter (or any of the Operating Agencies)

("Entrants").

By entering this Promotion you represent that you are eligible to enter. Entrants may only enter the Promotion in their own name. The Promoter may request any entrant at any time to provide reasonable evidence that he or she meets the

eligibility requirements and a failure to do so will result in disqualification from this competition.

4. Promotion Period. The Promotion starts on 12am Monday 19 February 2018 and ends at 5pm Monday 26th February 2018 ("Promotion Period"). All references to time are local in Sydney, Australia

5. How to Enter.

To enter the Promotion and be eligible to Win, Entrants must, during the Promotion Period complete the entry mechanic below;

- i) Finalise the Country Roads Quiz
- ii) Enter in 25 words or less 'What's your road safety tip' and submit.
- iii) Ensure that their social media account has public sharing enabled. It is recommended that entrants check with their individual service provider in this regard.

("Eligible Entry").

6. Valid Entries. Incomplete, illegible indecipherable or incorrect entries or entries which fail to meet the Submission Guidelines are invalid. Any Entrant who, in the opinion of the Promoter, tampers or interferes with the entry mechanism in any way, or who does not properly comply with the entry process, will be ineligible to win. To be valid an Entrant must comply with these terms and conditions and the Eligible Entry, including any part of the Eligible Entry or anything posted by an Entrant in conjunction with their entry in this Promotion, must not:

- i. be sexually explicit or suggestive, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, contain nudity or any dangerous activity;
- ii. promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message;
- iii. be obscene or offensive, endorse any form of hate or hate group;

- iv. defame, misrepresent or contain disparaging remarks about the Promoter or its products and services, or other people, products or companies;
- v. infringe the intellectual property rights of any third party and must not contain trade marks, logos or trade dress owned by others, or advertise or promote any brand or product of any kind or contain any personal identification, such as licence plate numbers, personal names, e-mail addresses or street addresses;
- vi. must not contain copyrighted materials owned by others (including photographs, sculptures, paintings and other works of art or images published on or in websites, television, movies or other media);
- vii. must not include images of corporate logos, trade marks, identities, or other proprietary materials owned by others such as television shows, magazines, or web pages.
- viii. must not contain materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead;
- ix. must not communicate messages or images inconsistent with the positive images and/or goodwill to which the Promoter wishes to associate; and
- x. must not depict, and cannot itself, be in violation of any law, ("Submission Guidelines").

7. Number of Entries. An Entrant may only enter the Promotion once.

8. Disqualification & Removal. The Promoter may at any time exclude or disqualify an invalid entry or all entries of any Entrant who is ineligible or who breaches these terms (including the deletion of any material published in connection with the entry) or who fails to supply evidence satisfactory to the Promoter to verify their identity or eligibility.

Prize.

6 x assorted merchandise packs, each pack is valued \$ 150

9. Selection Judging of all Eligible Entries received during the Promotion Period will take place at the Promoter's office located at 18 Lee St, Chippendale 2008 on 27 February 2018 ("Judging Date"). Judging will be conducted by a representative of the Promoter. The judges' decision in relation to any aspect of this Promotion is final and binding on each person who enters this Promotion. This is a game of skill and chance plays no part in determining the Winners. The two best entrants, as judged by the judges in their sole discretion, will win a prize ("Winners"). Eligible Entries will be judged solely on creative merit. The best Eligible entries as judged by the judges will win. The Promoter will disregard invalid entries. Winners must claim their Prize within 2 working days of the Winners being notified by the Promoter in accordance with clause 12 of these terms and conditions.

10. Prize Value. All prize values are the estimated or recommended retail price in Australian dollars (inclusive of GST) at the time of printing these terms and conditions and the Promoter accepts no responsibility for any variation in value or for any tax liabilities that may arise from winning a prize. All other costs associated with the Prizes are the responsibility of the Winners.

11. Notice. The Promoter will notify Winners when the judging is complete through the email address used to enter the competition. It is the responsibility of the relevant Entrant to ensure that the contact details are true and accurate and to respond to the notification within 1 calendar day of the notification being sent. The Promoter will not advise Entrants of failure to win a prize. The Promoter is not responsible for contacting Winners by any other method. Subject to clause 16, the Promoter will not notify any other entrant except the Winners.

12. Release and Consents. The Promoter may require Winners to sign a legal release in a form determined by the Promoter releasing the Promoter from liability in respect of their use of the prize. Prizes will be deemed to be unclaimed if the legal release is not provided when required.

13. Prize Terms of Use. Acceptance and use of a Prize is subject to any terms of use issued by the manufacturer or supplier of the Prize and, where relevant, the

owner or manager of the venue where the Prize is to be used or enjoyed. All components of each Prize must be taken together and cannot be redeemed separately. Any component of a Prize not used by the Winners is forfeited and the Promoter is not obliged to provide the Winners with the cash equivalent of or any substitute for any Prize component in those circumstances. The Winners must attend/redeem the Prizes by the applicable set dates.

- 14. Prize Collection.** Winners must collect their Prize from the Promoter's premises at 18 Lee St, Chippendale, NSW 2008 (by prior arrangement) or the Promoter will post their Prize by ordinary post at no cost to the Winner once the Winner has confirmed their Australian postal address.
- 15. Unclaimed Prizes.** If the Promoter is unable to contact a Winner to claim fulfilment of a Prize within 3 months of the Judging Date, that Winner will forgo their Prize in its entirety and the Prize will be awarded to the next best Eligible Entry as assessed by the judges during the Judging. This process may be repeated as often as necessary until no Prizes remain unclaimed.
- 16. Unavailability of Prizes:** The Promoter will not replace or substitute a Prize or provide compensation where a Winner is unable to claim or use a Prize for any reason including cancellation or discontinuance or unavailability of the Prize, inclement weather or illness or where a Winner does not receive the Notification Email or does not receive the Prize due to providing incorrect contact details.
- 17. Prize Substitution & Transfer.** The Promoter reserves the right in its absolute discretion for any reason to substitute the Prize (or part of the Prize) with a prize of similar value or specification. Winners cannot transfer, exchange or redeem for cash any Prize or unused portion. The Promoter may not honour any Prize which a winner has transferred to another person. The Promoter accepts no responsibility for any variation in the availability or value of the Prize.
- 18. Cancellation or Change.** The Promoter may modify, suspend, terminate or cancel the Promotion if for any reason (including interference or a breach of these

terms) it cannot conduct the Promotion as reasonably anticipated or if the fairness of the Promotion would be compromised.

19. Liability. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) excludes all liability (including negligence) for any personal injury, illness or death or any loss or damage (including loss of opportunity) whether direct, indirect or consequential, arising in any way out of the Promotion or any Prize, including where arising out of the following: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control) including inaccessibility of any website; (b) any theft, unauthorised access or third party interference; (c) any entry or Prize claim that is late, lost, altered, damaged or misdirected (whether or not after receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) the use of a Prize or (e) the award of a Prize to an ineligible entrant.

20. Use of photograph/Eligible Entry. By submitting an entry, Entrants agree that the Promoter may make their Eligible Entry available to the public by the Centre for Road Safety Website or the NSW Road Safety Facebook page. The Promoter reserves the right to remove any materials from the Centre for Road Safety and/or the NSW Road Safety Facebook page.

21. Entrant's Costs. Any cost associated with lodging an entry is the Entrant's responsibility. Any costs incurred in receiving, collecting or using a prize is the entrant's responsibility, including accommodation, and tax liability.

22. Privacy Notice. The Promoter collects Entrants' personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional upon providing this information. By entering, Entrants consent to the Promoter, until such time as they withdraw their consent by giving notice to the Promoter, using the information for conducting the Promotion, contacting the Entrant in relation to the Promotion, publishing the Winners' names in

accordance with paragraph 12 of these terms and conditions, promotional, marketing, research, profiling and publicity purposes including sending electronic messages or telephoning the Entrant. Entrants should direct any request to opt out, access, update or correct information by contacting the Promoter on 8202 2798 or via email campaigns@transport.nsw.gov.au. The personal information collected in connection with this Promotion will be used, stored and disclosed in accordance with the Promoter's Privacy Policy available at <http://www.transport.nsw.gov.au/aboutus/privacy>. The Promoter's privacy policy also contains information about how entrants can make a complaint.

23. Publicity. Entrants consent to the Promoter using the Entrant's entry, name, and any photographs, videos and sound recordings (including likeness and image) (collectively the "Material") in any media for an unlimited period without remuneration in connection with the Promotion or the purposes of the Promotion. Entrants consent to the Promoter publishing and distributing the Material (in whole or in part) and his or her name on the Promoter's website, Facebook page, on television, in print and electronic mainstream media and other associated promotional materials without any further reference or payment or other compensation to the Entrant. Winners agree that they will not provide their story to any media organisation without the Promoter's prior written consent.

24. Ownership of Entries. Entries become the property of the Promoter and will not be returned to the Entrant. The Entrant hereby assigns all right, title and interest in and to the Eligible Entry, including all rights conferred by law in or in relation to any copyright, trade marks, designs, patents, circuit layouts, inventions, and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields, whether or not registrable, registered or patentable ("Intellectual Property Rights"), throughout the world to the Promoter. The Entrant agrees to sign any further document requested by the Promoter to give full effect to the assignment under this clause. Entrants unconditionally and irrevocably consent to any use of their entry which may otherwise infringe their moral rights pursuant to the Copyright Act 1968.

25. Warranty by Entrants. Entrants warrant that if an entry features or refers to any other person, the entrant has obtained all necessary consents from such person. If a photograph features anyone under the age of 18 years, the Entrant must have obtained the consent of that child's parent or guardian to feature in the photograph. Entrants indemnify the Promoter from all liability arising from a breach of these warranties.

26. Interference & Unfair Advantage. Entrants acknowledge and agree that they are solely responsible for the content of their Eligible Entry and must ensure that they comply at all times with these terms and conditions. Entrants must not attempt to interfere with or undermine the operation of the Promotion or interfere with the normal functioning of any website or platform the Promotion uses or attempt to obtain any unfair advantage or undermine the operation of the Promotion including using any macro, program, series of commands, system or electronic or mechanical device that enables entries to be lodged automatically or repetitively or which might enhance the entrant's ability to achieve a greater score than would have been otherwise achieved.

27. Legal. These terms and conditions will be construed according to the laws of New South Wales and entrants submit to the exclusive jurisdiction of the courts of that State. "Including" is not a word of limitation. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. 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. A word importing the singular includes the plural (and vice versa).

28. Receipt of entries: The Promoter accepts no responsibility for any entries not received for any reason during the Promotion Period. Entries will be deemed to be accepted at the time of receipt by the Promoter. No responsibility will be taken for lost, late or misdirected entries. The Promoter is not responsible for technical difficulties with the entry mechanism and does not warrant that the entry mechanism will be available at all times.

29. Facebook. Entrants acknowledge and agree that this Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook.