

bstreetsmart PROMOTION, August 2017

CONDITIONS OF ENTRY

1. Information on how to enter and prizes form part of these Conditions of Entry. Entry into the promotion constitutes acceptance of these Conditions of Entry. Entries must comply with these Conditions of Entry to be valid. This promotion is governed by the laws of NSW.
2. Entrants acknowledge and agree that this is a game of skill, and chance plays no part in determining the Winner (as defined below).
3. The promoter of this promotion is Transport for NSW (ABN 18 804 239 602), Level 6, 18 Lee Street, Chippendale NSW 2008 (**Promoter**).

ELIGIBILITY

4. Entry is only open to persons who meet all of the following criteria: (**Entrants**)
 - (a) Australian residents;
 - (b) are willing, ready and able to complete all entry requirements at the times and dates set out in these Conditions of Entry, including availability to attend a safer driver course with their closest provider;
 - (c) are on their L-plates, aged under 25 and have completed at least 50 log book hours of driving; and
 - (d) are not:
 - (i) current or past employees of the Promoter (or any operating agency of the Promoter, including the Roads and Maritime Services, State Transit Authority, Sydney Trains, NSW Trains and RailCorp (**Operating Agencies**));
 - (ii) persons who have accepted an offer of employment by the Promoter (or any of the Operating Agencies); or
 - (iii) immediate family members of any of the persons in the preceding two sub-paragraphs.
5. 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 promotion.

PROMOTIONAL DATES

6. The promotion starts at on 15.08.17 at 6.00am AEST and ends 17.08.17 at 9.00pm AEST (**Promotional Period**).

HOW TO ENTER

7. To enter the promotion, Entrants must, during the Promotional Period, post 25 words or less on their Facebook or Instagram account (the post must be public):
 - (a) responding to one of the following questions:

- (i) If the driver of the car you're in was using their mobile...what would you say to them?
- (ii) If the driver of the car you're in was speeding...what would you say to them?

(b) including the hashtag: #TowardsZero.

Each Facebook or Instagram post by an Entrant that complies with the above criteria, generates one entry (**Entry**) into the promotion. Entrants can submit as many Entries as they like within the Promotional Period.

- 8. The Promoter accepts no responsibility for late, lost, incomplete, incorrectly entered or misdirected Entries (whether or not before or after receipt or viewing by the Promoter) or for any technical difficulties or equipment malfunction (whether or not under the Promoter's control) including inaccessibility of any website or application during the Competition Period.

PRIZE JUDGING

- 9. Each Entry will be judged by the Promoter on 21.08.17 at Transport for NSW, 18 Lee Street Chippendale, and the Entrant who submits the best Entry (as determined by the Promoter in its sole discretion) will be selected as the winner (**Winner**).
- 10. In judging Entries and determining the Winner, the Promoter will consider the accuracy of the Entry and its relevance to the stated criteria, being the most creative answer to either questions and using the #TowardsZero
- 11. The Winner will be notified in writing, via Facebook or Instagram private message from the Promoter's Facebook or Instagram account and will be invited to contact the Promoter directly to provide their details so the Promoter can deliver the prize.
- 12. The Promoter's decision is final with no objections or appeals permitted and no correspondence will be entered into.

PRIZE DETAILS

- 13. A single prize will be awarded to the Winner in accordance with these Conditions of Entry, as described in the following table.

Type	Prize	No. of Prizes Available	Value (RRP/inc GST)
Prize	10 Safer Drivers Courses at the Winner's closest provider. General Platinum	1	The approximate value of each Safer Drivers Course is \$150. The total value of the 10 Safer Drivers Courses is approximately \$1,500.

PRIZE RESTRICTIONS (IF ANY)

- 14. The Safer Drivers Courses will be organised for the Winner by a member of the Transport for NSW Road Safety Engagement team.

15. The Safer Drivers Courses will be booked with a provider in a location closest to the Winner. The dates for the Safer Driver Courses must be booked by the Winner within 3 months of the Prize Claim Date (as defined below).
16. To complete a Safer Drivers Course, you must be on your L-plates, aged under 25 and have completed at least 50 log book hours of driving.

PRIZE CLAIM DATE

17. The Winner will be contacted as outlined above in 'PRIZE JUDGING'. The Winner must respond, accepting the Prize, by 25.08.17 3.00pm AEST (**Prize Claim Date**).

UNCLAIMED PRIZE ARRANGEMENTS

18. If the Prize is not claimed by the Prize Claim Date or Winner (or the Winner's Entry) is deemed ineligible or invalid in accordance with the Conditions of Entry, the Promoter will award the Prize to another Entrant as determined by the Promoter (in its sole discretion) having regard to the judging criteria under the heading 'PRIZE JUDGING' above, and the provisions under the headings 'PRIZE JUDGING', 'PRIZE DETAILS', 'PRIZE RESTRICTIONS (IF ANY)', 'PRIZE CLAIM DATE' and 'PUBLICATION DETAILS' and this paragraph will reapply with the relevant time limits to be extended as convenient for the Promoter.

ADDITIONAL TERMS – ENTRANTS

19. If a Winner is younger than 18 years of age, a parent or legal guardian of that person must be present for the duration of the Prize, as one of the participants.

CONTENT OBLIGATIONS

20. Entrants agree that they are fully responsible for any materials they submit via the promotion.
21. Each entrant warrants that their Entry is their own original artistic work and does not infringe the copyright or other intellectual property rights or moral rights of any other person. The entrant indemnifies the Promoter from all liability arising from a breach of this warranty.
22. As a condition of entering this promotion, each Entrant licenses and grants the Promoter a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their Entry (which shall include content but not personal information) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.

GENERAL

23. The Prize is not transferable or exchangeable and cannot be taken as cash (unless otherwise indicated). The Prize must be taken as offered and cannot be varied. The Promoter accepts no responsibility for any variation in Prize value.
24. Subject to any written directions given by Liquor & Gaming NSW, the Promoter will not replace or substitute the Prize or provide compensation where the Winner is unable to claim or use the Prize for any reason including cancellation or discontinuance or unavailability of the Prize, inclement weather or illness.

25. If the Prize or element of the Prize becomes unavailable, for any reason beyond the Promoter's reasonable control, then a comparable prize or prize element of equal or greater value will be awarded in lieu.
26. The Promoter reserves the right to request the Entrant produce (within the requested time) appropriate photo identification or other documentation (to the Promoter's satisfaction, at its sole discretion) in order to confirm the Entrant's identity, age, residential address, eligibility to enter and claim the Prize, and any information submitted by the Entrant in entering the promotion, before issuing the Prize (including confirming consent of an Entrant's parent or legal guardian and the name, age and address of the parent or legal guardian that gave their consent, where an Entrant is under 18 years of age). If the documentation required by the Promoter is not received by the Promoter or an Entrant or entry has not been verified or validated to the Promoter's satisfaction then all the entries of that Entrant will be ineligible and deemed invalid.
27. The Promoter reserves the right to verify the validity of any and all Entries and the eligibility of any and all Entrants, and reserves the right to disqualify any Entrant for: (a) submitting an Entry which is not in accordance with these Conditions of Entry; (b) tampering with the Entry process; (c) if in the Promoter's opinion the Entrant is engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion or obtain an unfair advantage; or (d) failing to comply with these Conditions of Entry. The Prize will only be awarded following any Entrant validation and verification that the Promoter requires in its sole discretion.
28. The use of any automated Entry software or any mechanical, electronic or other means that allows an Entrant to automatically enter repeatedly is prohibited and will render all Entries submitted by that Entrant invalid.
29. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) shall not be liable for any loss or damage whatsoever that is suffered or sustained (including but not limited to indirect or consequential loss) or for any death, illness, personal injury or property damage suffered or sustained (even caused by negligence), as a result of, or in any way connected with, this promotion or accepting, using or enjoying the Prize. The Promoter is not responsible for any defects in the Prize and takes no responsibility for the misuse of the Prize. To the extent permitted by law, all entrants in this competition agree to release, fully indemnify and keep fully indemnified, the Promoter (including its officers, employees and agents) from and against all liability, cost, loss, damage, expense, claim or other right of action arising out of, or in connection with, this promotion or accepting, using or enjoying the Prize including (but not limited to) death, illness or personal injury and damage to property and whether direct, indirect, consequential, foreseeable, due to some negligent act or omission or otherwise.
30. It is a condition of accepting the Prize that the Winner may be required to sign a legal release and indemnity in a form determined by the Promoter in its absolute discretion. Failure by the Winner to return the signed release and indemnity will result in the entitlement to the Prize being forfeited and selection of another Prize winner.
31. Any ancillary or incidental costs (including, without limitation, any data or internet costs incurred or costs incurred in receiving, collecting or using the Prize such as travel, accommodation, and tax liability) relating to this competition or the Prize is the responsibility of the entrant and/or the Winner.
32. Subject to any written directions given by Liquor & Gaming NSW, the Promoter reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the promotion and/or, if necessary, to provide an alternative prize or prizes to the same value as an original prize or prizes. The Promoter

will not be liable for any loss or damage to any party arising from the Promoter exercising any such right under this paragraph and each Entrant releases the Promoter accordingly.

33. As a condition of entering this promotion, an Entrant consents to, in the event they are a Winner, the Promoter using the Entrant's Entry, name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period of time without further notification, remuneration or compensation for the purpose of promoting, publicising or marketing the promotion (including any outcome), and/or promoting any products or services manufactured, distributed and/or supplied by the Promoter. The Entrant agrees that, in the event they are a Winner, the Entrant will participate in all reasonable promoted activities in relation to the promotion as requested by the Promoter and its agents.

PRIVACY

34. The Promoter will deal with any personal information that is collected from entrants as part of this promotion in accordance with the Information Protection Principles under the *Privacy and Personal Information Protection Act 1998* (NSW). The Promoter collects entrant's personal information in order to conduct the promotion and, where appropriate, award the Prize. For this purpose, the Promoter may disclose such information to its officers, employees and agents and third parties, including any sponsors or suppliers of the Prize. For information about how an entrant's personal information is collected, used and disclosed by TfNSW, please see TfMSW's Privacy Policy at www.transport.nsw.gov.au/about/privacy.
35. The Promoter will keep each entrant's information at 18 Lee Street Chippendale 2008. An Entrant can access or seek the correction of their personal information held by the Promoter at any time during business hours, by sending a request to privacy@transport.nsw.gov.au or Locked Bag 5085 Parramatta 2124.
36. If the personal information requested is not provided, the Entrant cannot participate in the promotion and is deemed ineligible.
37. An Entrant's personal information will not be gathered for future marketing purposes.