

## WIN AN IPAD MINI BY PARTICIPATING IN THE SAFER DRIVERS COURSE

### EVALUATION

#### Transport for NSW

### TERMS OF ENTRY

1. **These terms apply.** By participating in this Promotion Entrants agree to these terms. Information on how to enter and prizes form part of these terms. 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 any other published materials, these terms will prevail. Entry into this competition constitutes acceptance of these terms. Entries must comply with these terms to be valid.
2. **Promoter.** The Promoter is Transport for NSW ("**TfNSW**") (ABN 18 804 239 602) of 18 Lee St, Chippendale, NSW 2008.
3. **Eligibility.** At the time of entry Entrants must be aged 17 or older, hold a NSW driver licence and ordinarily reside in New South Wales, Australia, and must not be:
  - 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 Monash University Accident Research Centre; 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), or Monash University Accident Research Centre, ("**Entrants**").

4. 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.
5. **Promotion Period.** The Promotion starts on 23<sup>rd</sup> November 2015 and ends at 11:59pm on 20th December 2016 ("Promotion Period"). All references to time are local in Sydney, Australia.
6. **How to Enter.** To enter the Promotion and be eligible to Win, Entrants must, during the Promotion Period,
  - tick the 'opt in to win an iPad Mini 4' box at the end of survey 1, and
  - enter your mailing address in the box provided.
7. **Valid Entries.** To be valid an Entrant must comply with these terms and the entry must:
  - (i) be from an eligible Entrant, and
  - (ii) be submitted before the end of the Promotion Period, and
  - (iii) be complete, correct and legible, and
  - (iv) be the work of and be in the name of the person submitting it, and
  - (v) not contain anything that might be considered to be inflammatory, defamatory, offensive, or damaging to the Promoter's reputation, and
  - (vi) not breach any copyright or other intellectual property rights, and
  - (vii) comply with the terms of the evaluation study conducted by Monash University Accident Research Centre, being:

- Hold a valid NSW Learner driver licence prior to starting the evaluation survey;
- Complete Survey 1 of the evaluation prior to starting a Safer Drivers Course;
- Complete a Safer Drivers Course with a TfNSW-approved course provider; and
- Complete Survey 2 within 3 months of completing a Safer Drivers Course with a TfNSW-approved course provider.

8. **Number of Entries.** An Entrant may only enter the Promotion once.
9. **Proof of ID.** The Promoter reserves the right, at any time, to verify the validity of entries, and the identity and eligibility of Entrants. Entrants must provide such evidence as the Promoter may require for verification purposes.
10. **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.
11. **Prize.** There are 4 prizes to be won, being 4 iPad Mini 4 (64Gb, Wi-Fi model) or closest equivalent models available for the winner from each draw.
12. **Draw.** The prize draw will take place at Monash University Accident Research Centre, Rm 124, 21 Alliance Lane, Monash University, VIC 3800 on the following dates at 1:00pm: 31<sup>st</sup> March 2016, 30<sup>th</sup> June 2016, 29<sup>th</sup> September 2016, and 20<sup>th</sup> December 2016. Entrants do not need to be present. For each draw, the first randomly drawn valid entry is the winner. The Promoter will disregard invalid entries.
13. **Prize Value.** Each prize has an estimated value of approximately \$700 and the total value of all prizes is approximately \$2,800. All prize values are the

estimated or recommended retail price in Australian dollars (inclusive of GST) at the time of printing these terms and the Promoter accepts no responsibility for any variation in value.

14. **Notice.** The Promoter will notify winners by email within 2 days of the winners being selected. The Promoter will also publish each winner's names on the following website <http://www.monash.edu/miri/research/research-areas/transport-safety/safer-driver-course/index.html> within 1 week of each prize draw. The Promoter will not advise Entrants of failure to win a prize. The Promoter is not responsible for contacting winners by any other method or for winners not receiving notification for any reason. Entrants are responsible to provide and maintain correct contact details.
  
15. **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.  
  
The Promoter may require that anyone aged under 18 must provide a consent signed by their parent or guardian before claiming or using a prize.
  
16. **Prize Terms of Use.** Acceptance and use of a prize is subject to the 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.
  
17. **Prize Collection.** The Promoter will send prizes to winners by registered post to the postal addresses provided by the winners in their competition entry. Winners may be required to attend their local post office and provide proof of identity to collect their prize.
  
18. **Unclaimed Prizes.** If 3 months after its award any prize remains unclaimed for any reason (including because the Promoter was unable to deliver it or the winner failed to collect it) then the Promoter will re-award it through a re-draw at Monash University Accident Research Centre, Rm 124, 21 Alliance Lane,

Monash University, VIC 3800. Previous winners of unclaimed prizes are not eligible for the redraw. This process may be repeated as often as necessary until no prizes remain unclaimed.

19. **Unavailability of Prizes:** Subject to any directions given by the NSW Office of Liquor, Gaming and Racing 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 notification or does not receive the prize through providing an incorrect or outdated address.
20. **Prize Substitution & Transfer.** Subject to any directions given by the NSW Office of Liquor, Gaming and Racing, the Promoter reserves the right in its absolute discretion for any reason to substitute the prize with a prize of similar value or specification. Winners cannot transfer, exchange or redeem for cash any prize. The Promoter may not honour any prize which a winner has transferred to another person.
21. **Cancellation or Change.** Subject to any directions given by the NSW Office of Liquor, Gaming and Racing, 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.
22. **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.

23. **Entrant's Costs.** Any cost associated with lodging an entry including internet costs in accessing the Promotion website or completing the survey(s) for the Safer Drivers Course evaluation is the Entrant's responsibility. Any costs incurred in receiving, collecting or using a prize is the Entrant's responsibility, including travel, accommodation, and tax liability.
24. **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 prize suppliers. Entrants must provide their personal information otherwise their entries will be invalid. The Promoter may, for an indefinite period unless otherwise advised by the Promoter, use the Entrant's personal information for promotional, marketing and publicity purposes including sending electronic messages or telephoning the Entrant. Personal information will be stored by the Promoter at its address given below and Entrants may contact the Promoter to access or correct it.
25. **Publicity.** Entrants agree that if they win any prize they will co-operate with the Promoter in providing the story of their win, including being interviewed, photographed and filmed. Entrants consent to the Promoter using the Entrant's entry, name, likeness and image in any media for an unlimited period without remuneration in connection with the Promotion or the purposes of the Promotion. Winning Entrants agree that they will not provide their story to any media organisation without the Promoter's prior written consent.
26. **Ownership of Entries.** Entries become the property of the Promoter and will not be returned to the Entrant. The Entrant transfers all intellectual property rights in the entry to the Promoter (including copyright). Entrants consent to any use of their entry which may otherwise infringe their moral rights pursuant to the Copyright Act 1968.

27. **Warranty by Entrants.** Entrants warrant that if an entry features or nominates any other person, the Entrant has obtained all necessary consents from such person. Entrants indemnify the Promoter from all liability arising from a breach of these warranties.
28. **Interference & Unfair Advantage.** Entrants must not attempt to interfere with or undermine the operation of the Promotion or interfere with the normal functioning of any website 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.
29. **Legal.** These terms 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.
30. **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.