

Terms and Conditions: Beat The Winter Blues Shop Local Campaign

transport.nsw.gov.au

July 2022

1. These terms apply. Information on how to enter form part of these terms and conditions. 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 deemed acceptance of the terms and conditions contained herein. Entries must comply with these terms and conditions to be valid. This competition is governed by the laws of NSW. **"Includes"** in any form is not a word of limitation. 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). Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

2. Promoter. The promoter of this competition is Transport for NSW (**TfNSW**) through its project, Parramatta Light Rail (**PLR**), ABN 18 804 239 602, Level 10, 130 George St Parramatta (**"Promoter"**). The Promoter's decision in all matters is final and no further correspondence will be entered into.

3. Promotional period. This competition commences at 12.00am (AEST) on **4 July 2022** and closes at 11.59pm (AEST) on **31 August 2022** (**"Promotional Period"**).

4. Eligibility. Entry is only open to Australian residents who:

Are 18 years of age and over or have the approval of a parent or guardian if under 18 years of age;

- a) ordinarily reside in New South Wales; and
- b) are not:
 - i. current or past employees of the Promoter (or any operating agency of the Transport cluster, including the Sydney Trains, NSW Trains, Sydney Metro and State Transit Authority (**"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-paragraph



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("Eligible Entrants")

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.

6. How to Enter.

To enter this competition, Eligible Entrants must visit the Parramatta Light Rail Facebook page

- a. Eligible Entrants may enter as many times as they like during the Promotional Period ("**Eligible Entry**", or collectively "**Eligible Entries**").
- b. The Promoter reserves the right in its sole and absolute discretion to reject any entry, including bulk entries which it considers to have been generated using software or otherwise to generate multiple entries, tampers or interferes with the entry mechanism in any way, or who does not properly comply with the entry process outlined will be considered ineligible to win. 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 and conditions or who fails to supply evidence satisfactory to the Promoter to verify their identity or eligibility.

7. Game of chance. Entrants acknowledge and agree that this is a competition of chance and that each submitted Eligible Entry will be randomly selected.

8. Notification. The Prize Winners will be notified by a direct message via Facebook. It is the responsibility of the relevant Eligible Entrant to ensure that the Contact Details are true and accurate and to respond to the direct message notification within 3 business days of the notification being sent ("**Final Response Date**"). The Promoter is not responsible for contacting the Prize Winners by any other method or for the relevant Prize Winners not receiving the notification for any reason (including, without limitation, due to any technical difficulties or equipment malfunction (whether or not under the Promoter's control). The Promoter will not notify any other entrant except the Prize Winners.

9. Claiming the Prizes.

- a. To claim their prize, the relevant Prize Winners must respond to the notification on or before the Final Response Date.
- b. If the Prize Winner
 - i. Responds to the notification on or before the Final Response Date
 - a. The Promoter will use its reasonable endeavours to advise the Prize Winner as to how and where the Prize is to be collected from within 3 business days of the relevant Prize Winner responding to the notification.
 - ii. Does not respond to the notification on or before the Final Response Date, the Prize Winners Entry will be deemed null and void (and no compensation will be paid in lieu).

10. Other conditions relevant to the Prizes. Subject to any written directions given by NSW Fair Trading:

- a. Each Prize Winner is entitled to win only one prize per day, regardless of how many times they have submitted Eligible Entries.

- b. The Prizes are not transferable, exchangeable or redeemable for cash.
- c. The Promoter will not replace or substitute the Prizes or provide compensation where the Prize Winners are unable to claim or use the Prizes for any reason including change of ownership, cancellation or discontinuance or unavailability of the Prizes, inclement weather or illness or where any of the Prize Winners do not receive the Notification Email or do not receive the Prizes through providing incorrect Contact Details.
- d. 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.

11. 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/competition 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 during the Promotion Period; (b) any theft, unauthorised access or third party interference; (c) any entry or Prize claim that is late, lost, incomplete, incorrectly entered, altered, damaged or misdirected Entries (whether or not after receipt by the Promoter) or for any technical difficulties or equipment malfunction (whether or not in the Promoter's control) due to any reason beyond the reasonable control of the Promoter; (d) the use of a Prize or (e) the award of Prize to an ineligible entrant.

12. Variation and cancellation. Subject to any written directions given by the NSW Fair Trading, the Promoter reserves the right, at its sole discretion, to vary the rules of, or cancel, this competition. The Promoter will not be liable for any loss or damage to any party arising from any variation, cancellation or otherwise of the competition.

13. Publicity. Each of the Prize Winners consent to the Promoter taking and using any photographs, video and sound recordings (including any likeness or image) of the Prize Winners in connection with the competition (including when receiving or enjoying the Prizes) (collectively the "**Material**") and to the Promoter publishing and distributing the Material (in whole or part) and his or her name on the Promoter's website; the Promoter's 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 Prize Winners. The Prize Winners acknowledge that the Material will be kept by the Promoter for an indefinite period of time and that they do not have any rights in the Material.

14. Privacy Notice. The Promoter will deal with any personal information that is collected from entrants as part of this competition ("**Personal Information**") in accordance with the Information Protection Principles under the *Privacy and Personal Information Protection Act 1998 (NSW)*. The Promoter collects entrants' Personal Information in order to conduct the competition and may, for this purpose, disclose such information to third parties, including any sponsors or suppliers of the Prize. Entrants must provide the Personal Information otherwise their entries will be invalid. The Promoter may, for an indefinite period and unless otherwise advised by the Promoter, use the entrant's Personal Information for promotional, marketing and publicity purposes including, but not limited to, sending electronic messages to, or telephoning, the entrant. Entrants may contact the Promoter to access or correct their Personal Information.