

Newcastle Transport 'Rail Safety Week 2021' competition

Terms and Conditions

1. Information on how to enter and prize details 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 acceptance of these terms and conditions. Entries must comply with these Terms and Conditions to be valid. This competition is governed by the laws of New South Wales.
2. The promoter of this competition is Keolis Downer Hunter, ABN 89 614 205 766, 89 Denison Street Hamilton 2303 (**Promoter**).
3. This competition runs from 00:00 (AEST) Monday 9th August 2021 to 23:59 (AEST) 15 August 2021 (**Competition Period**). Entries received outside this time period will not be considered.
4. Entry is only open to residents of the Hunter Region of NSW aged 18 years or over. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
5. **How to Enter.**
 - a. Entry into this Competition is free.
 - b. To enter this competition, individuals must, during the Competition Period, visit the Newcastle Transport website (www.newcastletransport.info/RSW2021), watch the 'Be aware of the rhino' safety video then complete an entry form including First Name, Last Name, Email Address, Phone number and answer the question 'A tram weighs as much as how many rhinos?' correctly based on the safety video.
 - c. Completion of entry form is one (1) entry in the draw. Only one (1) entry per person is permitted.
 - d. The entry form must be completed in full and valid contact details provided.
 - e. Entrants must be 18 years or older.
6. One (1) winner will be chosen from a random draw of entries received in accordance with these Terms and Conditions. The draw will be performed by a random computer process. The selected entrant must have answered the question 'A tram weighs as much as how many rhinos?' correctly. If this is incorrectly answered the entry will not be deemed valid and will not be entered into the draw.
7. There is one (1) prize only. The prize is an Apple iPad valued at \$499. The Prize is non-exchangeable, non-transferable, and is not redeemable for cash.
8. The prize will be drawn at random on **Tuesday 17th August at 10:00am AEST** at Keolis Downer Hunter, 89 Denison Street, Hamilton NSW 2303. The first valid entry drawn will be deemed the winner. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The winner will be notified by the Promoter in writing by email within two (2) business days of the draw. The winner will need to collect the prize from Keolis Downer Hunter at 89 Denison Street, Hamilton 2303. Should the winner fail to claim their prize within the time period after all reasonable efforts by Keolis Downer to make contact, the prize will be forfeited.
9. The Promoter's decision is final and no correspondence will be entered into.

10. If for any reason the winner does not take the prize by the time stipulated by the Promoter, then the prize will be forfeited.
11. If the prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
12. Total prize pool value is \$499.
13. 'iPad' is a trademark of Apple Inc. Apple Inc. is not a participant in or sponsor of this promotion.
14. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
15. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
16. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify **the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws** in the States and Territories of Australia ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.
17. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (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 their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; **(e)** any tax liability incurred by a winner or entrant; or (f) use of the prize.
18. Any ancillary or incidental costs (including, without limitation, any costs incurred in receiving, collecting or using the prize) relating to this competition or the prize are the responsibility of the entrant and/or the Prize Winner.
19. The Promoter may ask for the prize winner's consent to use the prize winner's name and image for an unlimited period without remuneration for the Promoter's purpose of promoting initiatives of the Promoter. The prize winner consents to the Promoter taking and using their entry and any photographs, video and sound recordings (including any likeness or image) in connection with the competition (including when receiving or enjoying the prize) (collectively the "Material") and to the Promoter publishing and distributing the Material (in whole or part) and the name of the prize winner on the Promoter's website, on television, social media, in print and electronic mainstream media; and other associate promotional materials without any further reference or payment or other compensation to the prize winner. The winner acknowledges 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. A separate consent form will be provided.

20. The Promoter collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://newcastletransport.info/privacy-policy/>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter will not disclose PI to any entity outside of Australia.