

Terms and Conditions – High School Competition 2023

These terms apply. 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.

1. **Promoter.** The promoter of this competition is Keolis Downer Hunter, ABN 89 614 205 766, 89 Denison Street, Hamilton NSW 2303 (**Promoter**).
2. **Competition period.** This competition runs from 6.30am (AEST) on Monday 14th August 2023 until 4pm on Friday 15th June 2023 (**Competition Period**). Entries received outside the Competition Period will not be considered.
3. **Eligibility.** Entry is only open to participating NSW high schools, who have been notified by email and/or phone by Newcastle Transport that their school is included in this competition (**Eligible Schools**). Entry into this competition is free.
4. **Verification of entries and entrants.** The Promoter reserves the right, at any time, to verify the validity of entries and reserves the right, in its sole discretion, to disqualify any Eligible School that the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
5. **How to Enter.** Students from Eligible Schools that are travelling on school bus services must tap on and tap off with their student Opal card during the Competition Period.
6. **Identity of entrant.** If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
7. **Judging.**
 - a. The winner determination will take place at the Promoter's address on Tuesday 19th September 2023 at 10:00am AEST.
 - b. This is a game of skill and chance plays no part in determining the winner. Each Eligible School will be individually judged based on the highest increase in student tap ons and tap offs during the Competition Period compared to Term 2 – 1 May 2023 until 31 May 2023.

8. Prize.

- a. The valid Eligible School with the highest increase in student tap ons and tap offs during the Competition Period compared to Term 2 – 1 May 2023 until 31 May 2023 will win the Prize.
- b. In the event of a tie, the Promoter will award the Prize to the tied Eligible School with the highest increase in student tap ons and tap offs compared to Term 2 – 1 May 2023 until 31 May 2023.
- c. The Prize is one (1) Eftpos gift card valued at \$1000.
- d. The Prize will be awarded to an authorised representative of the winning Eligible School.
- e. Any ancillary costs associated with redeeming the gift card are not included. Any unused balance of the gift card will not be awarded as cash. Redemption of the gift card is subject to any terms and conditions of the issuer including those specified on the gift card.
- f. The Prize, or any unused portion of the Prize, is non-exchangeable, non-transferable, and is not redeemable for cash or other prizes. 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.

9. Notification. The winning Eligible School will be notified by the Promoter via email and/or phone within seven (7) days.

10. Publicity. The Promoter may ask for the winning Eligible School's consent and/or the consent of students' parents or guardians of the winning Eligible School to use school student images for an unlimited period without remuneration for the purpose of promoting this competition and initiatives of the Promoter. The winning Eligible School and/or the parent or guardian of students consent to the Promoter taking and using photographs, video and sound recordings (including any likeness or image) of the school and its students in connection with this 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 winning Eligible School on the Promoter's website, on television, social media, in print and electronic mainstream media; and other associate promotional materials. The winning Eligible School and/or students' parents or guardians of the winning Eligible School 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. A separate consent form will be provided.

11. Liability.

- a. 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 (Cth), as well as any other implied warranties under the ASIC Act (Cth) 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 competition.

- b. 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 an Eligible School; or (f) use of the prize.

12. Privacy Notice. Any personal information collected as part of this competition (**Personal Information**) will be dealt with by the Promoter in accordance with the Privacy and Personal Information Protection Act 1998 (NSW). For further information, please see the [Opal Privacy Policy](#), [Keolis Downer Hunter's Privacy Policy](#), [TfNSW's Privacy Management Plan](#) or contact us at contact@newcastletransport.info.

13. Dispute. Any disputes concerning the conduct of the competition or the claiming of the Prize are to be resolved with the Promoter via email to contact@newcastletransport.info.

14. Termination. If this competition 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 Eligible School; or (b) to modify, suspend, terminate or cancel the competition, as appropriate.