

TAFE QUEENSLAND

Schedule for the Active Transport Promotion

Revised version as at 18 August indicating correct publication date for prize winners' names.

Promotion Name	Active Transport Promotion				
Promoter	TAFE Queensland ABN 72 898 805 093 of 1030 Cavendish Road, Mt Gravatt, Queensland 4122				
Permit Numbers	Not applicable				
Promotion Period	The Promotion starts at 7am AEST on Thursday, 11 August 2022. The Promotion closes at 7am AEST on Thursday, 1 September 2022. No entries will be accepted after this time.				
Jurisdiction	Queensland				
Entry Restrictions	 Entry is open to individuals who are: (a) A current student or staff attending TAFE Queensland Robina campus; and (b) aged 15 years or older at the commencement of the Promotion; and Entrants less than 18 years of age must have the consent of their parent or guardian in order to enter. By entering this Promotion, entrants confirm that they have consent, and the Promoter reserves the right to verify this. 				
Verification Requirements	The Promoter reserves the right to verify the age, residential address and/or enrolment status of entrants.				
Entry Procedure	 To enter, entrants must, during the Promotion Period: (a) be invited by the Promoter to complete the Survey; and (b) complete all required fields in the Survey; and (c) elect to enter this Promotion, including acceptance of the terms and conditions of this Promotion. Make sure you input all requested information into the survey form otherwise your entry will be ineligible. You can only enter once - don't create multiple accounts to try and get around this. Anyone creating multiple accounts will be ineligible to win. 				
Maximum Number of Entries	One per person – don't create multiple accounts to try and get around this. Anyone creating multiple accounts will be ineligible to win.				
Draw Details	Date: Tuesday, 6 September 2022				
	Time: 12pm AEST				
	Location: TAFE Queensland Robina campus, 94 Laver Drive, Robina, Queensland, 4226				
	Draw Method: random electronic selection				

Prizes Details	Туре	Prize	No. Available	Value of each Prize (RRP)	
	Major	E-bike (includes helmet and bike lock)	1	\$2399 (e-bike) + \$53.99 (bike helmet) + \$69.00 (bike lock)	
	Minor	Go Cards loaded with \$50 credit	10	\$60 (\$10 deposit for adult card + \$50 travel credit)	
	Minor	City of Gold Coast Active Travel merchandise	300	\$2880	
Total Prize Pool	Up to \$6001.99				
Prize Restrictions / Exclusions (if any)	Each Prize, once provided to the winner, is the responsibility of the winner and if lost o damaged will not be replaced by the Promoter.				
	E-bike prize must be collected from <u>Crooze Electric Gold Coast</u> , 116-118 Bundall Rd, Bundall QLD 4217, (07) 3517 0996.				
	Go Cards and City of Gold Coast Active Travel merchandise prizes must be collected from TAFE Queensland Robina campus, 94 Laver Dr, Robina, Queensland and cannot be posted.				
	Prize winners will not receive a replacement Prize if they fail to use their Prize at the time within the timeframe, applicable to the Prize.				
Notification and Publication of Winners	Winners will be notified by email or telephone within 2 business days of being selected. Prize winners' names will be published on the Promoter's website at <u>tafeqld.edu.au</u> by Thursday, 8 September 2022.				
Prize Claim Date	Tuesday, 6 December 2022				
Additional Terms	The Go Card prizes are subject to the <u>Translink Go Card Terms and Conditions</u> and <u>user guide</u>				

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Terms and Conditions of Entry for the Active Transport Promotion

First up

- 1. These terms and the Schedule form the Conditions of Entry for this Promotion, and set out all of the information you need to know regarding this Promotion. Capitalised terms have the meaning given in the Schedule, unless otherwise stated. If there's any inconsistency between these terms and the Schedule, then what's in the Schedule is correct. By submitting your entry, you agree that these Conditions of Entry apply to your entry.
- 2. The promoter is TAFE Queensland (ABN 72 898 805 093) of 1030 Cavendish Road, Mt Gravatt, Queensland 4122 ('*Promoter', 'we', 'us'*).
- 3. Any updates to these Conditions of Entry will be published on our website <u>tafeqld.edu.au/about/policy-and-governance/competitions</u>, so it's important to check these Conditions of Entry regularly.

Who can enter ... and who can't

4. The eligibility requirements for this Promotion are set out in the Entry Restrictions. Directors, managers, employees, officers, agents and contractors of the Promoter, and their immediate families (i.e. spouse, partner, parent, grandparent, natural or adopted child, and sibling (whether natural or adopted by a parent)) are ineligible to enter.

How to enter

- 5. To enter, you must follow the Entry Procedure.
- 6. We will not accept entries which are incomplete, illegible, or which are generated by computers or other automated means.
- 7. We reserve the right to disqualify your entry in the event of non-compliance with these Conditions of Entry or if, in our reasonable opinion, you tamper or interfere with an entry mechanism in any way.
- 8. If the Promotion cannot run for reasons beyond our control (for example, infection by computer virus, mobile network failure, bugs, tampering, unauthorised intervention, fraud, or technical failures), we reserve the right to cancel, suspend, modify or terminate the Promotion. If that happens, we'll select a winner from eligible entries received at the time.
- 9. All decisions made by us regarding any aspect of the Promotion are final and no correspondence will be entered into.

Prizes

- 10. The prize(s) are set out in the Prize Details and are subject to any restrictions specified in the Prize Restrictions/Exclusions. Prize values are accurate as at the commencement date of the Promotion. Any variation after that date is beyond our control. All costs, fees, charges or expenses associated with the prize(s), which are not specified in the Schedule, are the responsibility of the winner(s).
- 11. Prizes are not transferable, exchangeable or redeemable for cash. If for any reason a prize is not available, we will substitute it for another prize of equal or higher value (in our discretion).

How winners are chosen and notified

- 12. Draw Details are set out in the Schedule. We will notify winners, and publish their names, in accordance with the Notification and Publication of Winners information set out in the Schedule.
- 13. Unless otherwise stated, each entrant is only eligible to win one prize.

How to claim prizes

- 14. Unless otherwise stated in the Schedule, prizes will either be posted using the address information provided by the winner or are to be collected by the winner in person (at the Promoter's absolute discretion). Where a prize is posted, winners should allow up to four weeks for delivery. We accept no responsibility for any lost, delayed or misdirected mail, or any damage to prizes caused in transit.
- 15. If (having made reasonable efforts) we cannot contact a prize winner, or if any prize is not accepted or claimed by the Prize Claim Date, we may conduct an Unclaimed Prize Draw (subject to any directions given by relevant gaming authorities).
- 16. We will notify winners of any Unclaimed Prize Draw, and publish their names, in accordance with the Unclaimed Prize Draw details specified in the Schedule.

- 17. At our request, prize winners (and their companion(s), if applicable) must sign (or ensure that their parent/guardian signs) an indemnity and exclusion of liability form provided by us. If a winner (or their parent/guardian) does not sign that form within the time specified by us, they will not be able to participate and that winner's entry or prize claim will be declared invalid. If a winner's entry is declared invalid prior to the Prize Claim Date, we may select a new winner in accordance with any Unclaimed Prize Draw.
- 18. If you are a winner, you are responsible for your use of the prize, including complying with all relevant laws and any applicable terms and conditions of use.

Promoter's use of entries and personal information

- 19. On submission, entries become the property of the Promoter. By entering this Promotion, you consent to us using your entry in any media for an unlimited period without compensation for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by us.
- 20. By participating in this Promotion, you understand and agree that TAFE Queensland may use and disclose the personal information provided by you for the purpose of conducting the Promotion and for any of the purposes set out in TAFE Queensland's Privacy Policy (available at https://tafeqld.edu.au/global/privacy-policy.html), which contains information about how you may access and seek correction of your personal information or complain about a breach of your privacy, and how TAFE Queensland will deal with that complaint. TAFE Queensland may also disclose your personal information to other parties, including TAFE Queensland's third party service providers (both in Australia and overseas). TAFE Queensland may use your personal information for direct marketing purposes, unless you opt out (which you can do at any time in accordance with TAFE Queensland's Privacy Policy). You can request to access, update or correct any personal information we hold about you by writing to TAFE Queensland's Privacy Officer at PO Box 1910, Carindale, Queensland 4152 or by sending an email to privacy@tafeqld.edu.au.
- 21. If requested by us, each winner must participate in all promotional activity (such as publicity and photography) surrounding the winning of the prize, free of charge. If you are a winner, you consent to us using your name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period without compensation for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by us. If you are under 18 years of age, your parent or guardian must give us this consent on your behalf.

Social media

- 22. Where this Promotion utilises, or requires the use of, any Social Media Platform:
 - (a) this promotion is in no way sponsored, endorsed or administered by, or associated with, any Social Media Platform;
 - (b) you understand that you are providing your information to us and not to any Social Media Platform;
 - (c) any questions, comments or complaints about this promotion must be directed to us and not to any Social Media Platform; and
 - (d) the Social Media Platforms will not be liable for any loss or damage or personal injury, which is suffered or sustained by an entrant, as a result of participating in the Promotion (including taking/use of a prize), except for any liability which cannot be excluded by law.
- 23. For the purposes of the above, '**Social Media Platform**' means, as the context requires, Facebook, Instagram, Snapchat, Twitter and/or any other social media platform in existence from time to time.

General stuff (boring but important)

- 24. We accept no responsibility for any problems or technical malfunction of any communication network or for any late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. We have no control over telephone communications, networks or lines and accept no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise. We are not liable for any consequences of user error including any costs incurred.
- 25. You acknowledge that there may be inherent risks in some aspects of the Promotion or the prize and that participation in the Promotion or the prize may involve participating in dangerous activities. By entering this Promotion and/or accepting the prize, you accept that risk for yourself and for your companion(s) (if applicable).
- 26. You will be responsible for any tax liability associated with a prize.

- 27. To the extent permitted by law, we will not be liable for any loss or damage whatsoever (including direct or consequential loss) or personal injury suffered or sustained in connection with the prizes or this Promotion. We accept no responsibility for any tax liabilities that may arise from winning a prize.
- 28. We are not responsible for use of a prize which results in:
 - (a) loss that was not reasonably foreseeable;
 - (b) loss that was not caused by our breach of these Conditions of Entry or by our negligence;
 - (c) business losses (such as lost data, lost profits or business interruptions) or loss suffered by nonconsumers;
 - (d) losses caused by factors which could reasonably be considered to be outside our control (such as faults in third party equipment); and
 - (e) any loss caused, or contributed to, by an entrant's breach of these Conditions of Entry or an entrant's negligence.
- 29. These Conditions of Entry are governed by the laws of Queensland.