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# Road Safety Week Competition 2018

## Terms and Conditions

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### Background

1. Information on how to enter the Road Safety Week Competition (“**Competition**”) and about the prizes forms part of these Terms and Conditions of Entry. By entering the Competition, the entrant (“**you**”) are deemed to have read, understood and accepted these Terms and Conditions.

### Promoter information

2. The Promoter is the Crown in Right of Tasmania, acting through the Road Safety Advisory Council of the Department of State Growth, Level 7, 10 Murray Street, Hobart, Tasmania, 7000 (ABN 36 388 980 563).

### Privacy policy and collection of personal information

3. The Promoter collects personal information, as that term is defined in the *Personal Information Protection Act 2004* (Tasmania) to conduct the promotion and may, for this purpose, disclose such information to third parties, including but not limited to prize suppliers or as required by law. Entry is conditional on providing this information and consenting to the use by the Promoter and/or its competition partners of a prize winner's name, postcode and any other entry details for promotional, marketing and publicity purposes, including the sending of electronic messages. You should direct any requests to access, update or correct information to the Promoter. All entries become the property of the Promoter.
4. The promoter's privacy policy is here:  
<http://www.tas.gov.au/stds/pip.htm>

## Eligibility

5. Subject to the terms and conditions of this Competition, entry is open to all Tasmanian residents who are between 16 years of age and 19 years of age at the time of entry and who have no convictions or pending charges under the *Road Safety (Alcohol and Drugs) Act (Tas)* equivalent legislation in other jurisdictions.
6. You must sign the confirmation of eligibility form attached to these Terms and Conditions, confirming that you do not have any convictions or pending charges under the *Road Safety (Alcohol and Drugs) Act (Tas)* or equivalent legislation in other jurisdictions.
7. If you are under the age of 18, your parent or guardian must sign the confirmation of eligibility form attached to these Terms and Conditions.
8. Employees, contractors, agents and the immediate families of the Promoter, Tasmania Police and the RACT are ineligible to enter this Competition.
9. You must enter in your own name. If the Entry is developed by a group of individuals, the name of a representative of that group and contact details must be designated as the entrant. We cannot accept a group or class name. Entries can only be accepted from individuals in whose name the entry is made.
10. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

## Competition period

11. The Competition opens at 12PM (AEDT) on Monday, 19 February 2018 and closes at 11:59PM (AEST), Sunday 22 April 2018 ("**Competition Period**"). Any entry received after the expiry of the Competition Period will be deemed invalid and will not be accepted.

## **Competition prizes**

12. The winner of the Competition will win AUD\$5,000.
13. The second prize winner will win five RACT driving lessons and an RACT Roadside Assistance Package.
14. The Promoter reserves the right to not award any prizes for any reason.
15. All prizes must be redeemed by 3 May 2019.
16. Prize values are GST exclusive and are in Australian dollars. Prize values are the recommended retail value as provided by the supplier and are correct at time of printing. The Promoter accepts no responsibility for any variation in prize value.
17. The Prize winners agree to participate in all reasonable promotional activities as requested by the Promoter unless otherwise notified to the contrary at the time of acceptance of a prize. These activities might include but not limited to:
  1. Being interviewed by journalists
  2. The first and second prize winning videos being uploaded to the Tasmania Police Facebook page
  3. The first and second prize winning videos being uploaded to the Road Safety Advisory Council website
  4. The first and second prize winning videos being uploaded to the Real Mates Facebook page.
5. The Promoter accepts no responsibility for any tax implications that may arise from winning of the Prizes. You should obtain your own independent financial advice.
6. Each Prize must be taken as stated and no compensation will be payable if a winner is unable to use a Prize as stated.

## **How to enter**

7. Competition entry is free.

8. To enter the Competition, you are required to create a 30-second video with the theme towards zero (road crash casualties) in the style of a television commercial (the “Entry”).
9. Entries can be uploaded to websites such as YouTube, Vimeo, Dropbox, or any other media sharing site, with links in the entry email.
10. Entries with links to the video to be considered must be included in an email to [rsac@stategrowth.tas.gov.au](mailto:rsac@stategrowth.tas.gov.au) and in the subject line the words “Road Safety Week Competition”.
11. Entries must include proof of age that must be legible. All documents must be in PDF format. Documents that are not legible will not be accepted. Proof of age can be:
  - Driver’s license
  - Student card
  - Passport page that shows name and date of birth
  - Copy of birth certificate or birth certificate extract
  - Any other document that clearly shows name and date of birth.
12. Photos of documents will not be accepted. Documents must be scanned and saved in PDF format.
13. Entries that do not include proof of age will not be deemed invalid and will not be judged.
14. All entries must include either a signed Confirmation of Eligibility form if aged 18 or more, or a signed Parent/Guardian Permission form if under the age of 18.
15. No responsibility will be taken for lost, late or misdirected entries.
16. Entries that do not comply with these Terms and Conditions will be deemed ineligible, as will entries which are frivolous, unreasonable, offensive, unlawful, in breach of another person’s rights (including but not limited to copyright, privacy rights, personality rights and reputation rights) or otherwise determined by the Promoter to be unsuitable for use.

## Intellectual Property

17. By entering the Competition, you irrevocably grant to the Promoter a non-exclusive and fee-free right and license to:
  - (a) advertise, promote and distribute (including, without limitation, to use, publicly perform and communicate to the public) your Entry; and
  - (b) use and publish by any means and in all media, the title of your Entry, the names and likenesses (including photographs) of the actors, participants, performers, writers, producers and directors involved in your Entry, in connection with the advertising and promotion of the Competition (present and future), and your Entry throughout the universe in perpetuity in any and all formats and media now known and hereafter devised.
18. The license granted under clause 26 includes, but is not limited to, use of your Entry on the Road Safety Advisory Council's website, the Tasmania Police Facebook page, Tasmania Police Twitter feed or other websites or social media sites.
19. The licence granted under clause 26 takes effect from the date of your Entry into the Competition and the Promoter may use your Entry from that date as permitted by the license.
20. The Promoter may assign or sub-licence its rights in your Entry in whole or in party to any third party.
21. The licence granted under clause 26 does not limit your ability to use your Entry for your own commercial or promotional purposes.
22. You warrant and represent that nothing in your Entry is defamatory, harassing, threatening, or offensive; or encourages conduct that would amount to a criminal offence or give rise to a civil liability; and/or is otherwise an infringement of any applicable law.
23. You warrant and represent that your Entry is your original creative work and has not been copied, adapted or otherwise taken from any other literary, dramatic or artistic work, any cinematograph film or any other material of any kind.

## Judging

24. This is a game of skill and chance plays no part in determining the winner.
25. Each entry will be judged on:
  - **Addressing Towards Zero theme.** Does the video clearly show the Towards Zero concept?
  - **Originality.** How original/new is the idea and/or concept and/or execution?
  - **Creative merit.** Level of creativity in using available resources to make an effective message.
  - **Clarity of message.** How clear is the message? Can it be summed up in a simple sentence? Is it memorable? Is the connection to Towards Zero clear?
  - **Suitability for mass media use.** Is the level of professionalism of a standard for posting on road safety authorities' social media sites?
26. The judges' decision is final and no correspondence will be entered into.
27. The Promoter reserves the right to request that the winner provide proof of identity and Tasmanian residency at the nominated prize delivery address. Identification considered suitable for verification is at the discretion of the Promoter.
28. The Competition winner will be notified by telephone by Wednesday, 2 May 2018.
29. The winners must claim their prizes by 11 May 2018.
30. If a prize is unclaimed by midnight 11 May 2018, the prize will be awarded to another entrant chosen by the judges in the same way as the original winner. The new winner will be notified by email. If the prize is not claimed more than 10 working days after notice is sent to the new winner the prize will remain the property of the Promoter.

## General conditions

31. Any technical difficulties are not the Promoter's responsibility. An entry that cannot be opened, downloaded or accessed any other way will be deemed ineligible and there will be no follow-up.
32. Incomplete, ineligible or incomprehensible entries will not be accepted. The Promoter accepts no responsibility for lost, incomplete, incorrectly submitted, delayed, corrupted or misdirected entries, claims or correspondence, destruction, transmission interruption, communications failure or otherwise. By entering the competition, entrants acknowledge that the Promoter has no control over communication networks, lines or social media platforms and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise. Entrants further agree that they will not hold the Promoter liable for any consequences of user error including (without limitation) any costs, fees, or expenses incurred.
33. The Promoter reserves the right to verify the validity of entries and reserves the right to disqualify any entrant for tampering with the entry process or for submitting an entry that is not in accordance with these Terms and Conditions.
34. If for any reason this Competition is not capable of running as planned (including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupt or affect the administration security, fairness, integrity or proper conduct of this Competition) the Promoter reserves the right to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend this Competition subject to the approval of the gaming authorities in Tasmania, where required.
35. The Promoter is not responsible for any problem with or technical malfunction of any computer on line systems, servers, relevant service provider(s), computer equipment, software, or any combination thereof, including any injury or damage to entrants resulting from participation or sending or receiving of any communication or of any materials in this Competition.

36. To the extent permitted by law, each entrant and each Prize winner irrevocably waives all rights against the Promoter, its employees, servants, agents, independent contractors or representatives (together, the 'Indemnified Persons') and releases and discharges the Indemnified Persons from all claims, liability, costs, expenses, damages or losses (whether direct, indirect or consequential and whether arising under statute, from negligence, personal injury, death, property damage or otherwise) arising from or in connection with this Competition or a Prize. These terms do not limit or exclude liability to the extent that liability cannot, by law, be limited or excluded.
37. The Promoter reserves the right to disqualify all entries from any entrant who is in breach of the Terms and Conditions of Entry or who manipulates, seeks to manipulate or benefits from manipulating, the entry process or the Promotion.
38. Employees, servants, agents, independent contractors and representatives associated with the Promoter and Tasmania Police will not be liable for any loss (including but not limited to indirect or consequential loss), damage or personal injury which is suffered or sustained (including without limitation to that caused by any person's negligence) relating to the Promotion or the awarding or taking of the Prizes except for any liability which cannot be excluded by law (in which case liability is limited to the minimum amount allowable by law).

## **Disclaimer and release**

39. The Promoter makes no representations or warranties as to the quality, suitability or merchantability of any goods or services offered as prizes. To the fullest extent permitted by law, the Promoter is not liable for any loss suffered by a prize winner and, where applicable, to any person accompanying the prize winner or any of their property by reason of any act or omission, deliberate or negligent, by the Promoter or its employees or agents, in connection with the arrangement for the supply, or the supply of goods and services by any person to a Prize winner and, where applicable, to any person accompanying the prize winner. To the fullest extent permitted by law, any liability of the Promoter or its employees or agents for breach of any rights of a prize winner or any person accompanying the prize winner is limited to the payment of the costs of having the prize supplied again.



## **Jurisdiction**

40. The laws of Tasmania, Australia govern these Terms and Conditions and participants submit to the exclusive jurisdiction of the courts of Tasmania Australia.

## Confirmation of eligibility form\*

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I \_\_\_\_\_ of \_\_\_\_\_  
(name) (address)

\_\_\_\_\_

declare that I do not have any convictions or pending charges under the *Road Safety (Alcohol and Drugs) Act (Tas)* or any equivalent legislation in other jurisdictions.

\* *Note: all entrants aged 18 or more must email this form with their entry. Any entry received without this signed form will not be accepted. If the entrant is not yet 18, the parent/guardian permission form on the next page must be signed and sent with their entry.*

## Parent/Guardian permission form\*

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This form must be signed by a parent or guardian if the entrant is under the 18.

I give permission for my child, \_\_\_\_\_, to  
(name of child)

enter the Road Safety Week 2017 Competition and agree to the Terms and Conditions of the Competition that has a first prize of AUD\$5,000 and a second prize of five RACT driving lessons and an RACT Roadside Assistance Package.

I declare that \_\_\_\_\_ does not have any convictions or pending charges under the *Road Safety (Alcohol and Drugs) Act (Tas)* or any equivalent legislation in other jurisdictions.

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Name (block letters)

*\* Note: this form must be signed by the parent or guardian of entrants aged under 18. Any entry received from a person under the age of 18 without this signed form will not be accepted.*

## Entry form

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Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Mobile number \_\_\_\_\_

Landline number \_\_\_\_\_

Name of school \_\_\_\_\_

## Checklist

- ☐ Signed the confirmation of eligibility or the parent/guardian permission form?
- ☐ Proof of age included? Is it a scanned document in PDF where my name and date of birth can be clearly seen?
- ☐ Written my address
- ☐ Written my mobile number
- ☐ Written my landline number
- ☐ Written the name of my school.