

## Terms and Conditions: Activate Parramatta – Love your Local campaign

1. **These terms apply.** By participating in this promotion entrants agree to these terms. Information on how to enter and prizes and 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 and participating in the draw, as outlined in point 4, ("**Draw**") into this campaign constitutes deemed acceptance of the terms and conditions contained herein. Entries must comply with these terms and conditions to be valid.
2. **Promoter.** The promoter of this campaign is Transport for NSW (**TfNSW**) through its project, Parramatta Light Rail (**PLR**), ABN 18 804 239 602, Level 7, 4 Parramatta Square, 12 Darcy Street, Parramatta ("**Promoter**"). The Promoter's decision in all matters is final and no further correspondence will be entered into.
3. **Promotional period.** This campaign commences at 12.00am (AEST) on 20 September 2024, and closes at 11.59pm (AEST) on 1 November 2024 ("**Promotional Period**").
4. **Eligibility.** Entry is only open to Australian residents who:
  - a. are 18 years of age and over or have the approval of a parent or guardian if under 18 years of age;
  - b. ordinarily reside in New South Wales; and
  - c. are not:
    - i. current or past employees of the Promoter (or any operating agency of the Transport cluster, including the Sydney Trains, NSW Trains and Sydney Metro ("**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-paragraphs.("Eligible Entrants").
- d. 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 campaign.
- e. 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 (including the deletion of any material published in connection with the entry) or who fails to supply evidence satisfactory to the Promoter to verify their identity or eligibility.

## 5. How to Enter.

- a. To enter this campaign, Eligible Entrants must:
  - i. Take a photo or selfie with their favourite local business along the Parramatta Light Rail alignment between Westmead and Carlingford
- b. Email their photo along with the businesses name to: [activateparramatta@transport.nsw.gov.au](mailto:activateparramatta@transport.nsw.gov.au). Eligible Entrants may enter as many times as they like during the Promotional Period (“**Eligible Entry**”, or collectively “**Eligible Entries**”).
- c. The Promoter reserves the right in its sole and absolute discretion to reject any entry, including bulk entries which it considers having 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.

**6. Game of chance.** Entrants acknowledge and agree that this campaign falls within the realms of a competition of chance and that each submitted Eligible Entry will enter one of 3 fortnightly draws to be randomly selected in the draw.

**7. Draw and Prize Value.**

- a. All Eligible Entries submitted by Eligible Entrants from 12:00am (AEST) on the Start Date until 11.59pm (AEST) on the Close Date will be included in each of the Fortnightly Draws (Entry Period).
- b. A fortnightly draw to win one of 20 \$100’s worth of vouchers from the participating businesses will take place on:

| Draw Date               | Total Value |
|-------------------------|-------------|
| Friday, 4 October 2024  | \$ 2,000.00 |
| Friday, 18 October 2024 | \$ 2,000.00 |
| Friday, 1 November 2024 | \$ 2,000.00 |

**8. Prizes.** 60 winners will receive vouchers to the value of \$100.00 with a total prize value of \$6000.00(inclusive of GST) (collectively the "**Prizes**"). All other costs associated with the Prize are the responsibility of the Prize Winners. Each voucher is valid for use at the nominated business specified on the voucher.

**9. Nominated businesses.** The promoter may change the nominated businesses at any given time.

**10. Notification.** The Prize Winners will be notified by an email ("**Notification Email**") sent by the Promoter to the email address provided in the email on the day of the draws.

It is the responsibility of the relevant Eligible Entrant to ensure that the Contact Details are true and accurate and to respond to the Notification Email within 3 business days of

the Notification Email 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 Email 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.

**11. Claiming the Prizes.**

- a. To claim their prize, the relevant Prize Winners must respond to the Notification Email on or before the Final Response Date with their postal address.
- b. If the Prize Winner
  - i. Responds to the Notification Email on or before the Final Response Date
    - a. The Promoter will use its reasonable endeavors 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 Email.
  - ii. Does not respond to the Notification Email 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).

**12. 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, 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.

**13. 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/campaign 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 a Prize to an ineligible entrant.

**14. 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 campaign. The Promoter will not be liable for any loss or damage to any party arising from any variation, cancellation or otherwise of the campaign.

**15. 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 campaign (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 and that they do not have any rights in the Material.

**16. Privacy Notice.** The Promoter will deal with any personal information that is collected from entrants as part of this campaign ("**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 campaign 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.

**17. Prize Substitution & Transfer.** Subject to any directions given by the NSW Fair Trading, the Promoter reserves the right in its absolute discretion for any reason to substitute the prize (or part of the prize) with a prize of similar value or specification. Winners cannot transfer, exchange or redeem for cash any prize or unused portion. Transport for NSW may not honour any prize which a winner has transferred to another person.

**18. Entrant's Costs.** Any cost associated with lodging an entry is the entrant's responsibility. Any costs incurred in receiving, collecting, or using a prize is the entrant's responsibility, including travel, accommodation, and tax liability.

**19. Interference & Unfair Advantage.** Entrants must not attempt to interfere with or undermine the operation of the campaign or interfere with the normal functioning of any website the campaign uses or attempt to obtain any unfair advantage or undermine the

operation of the campaign including using any macro, program, series of commands, system or electronic or mechanical device that enables entries to be lodged.

**20. Legal.** These terms will be construed according to the laws of New South Wales and entrants submit to the exclusive jurisdiction of the courts of that State. “Including” is not a word of limitation. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter’s decision in all matters is final and no correspondence will be entered into and principles of administrative law do not apply. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.