

TransLink Ekka go card Promotion

By entering the **TransLink Ekka go card** promotion ("the Promotion"), you agree to the following terms and conditions:

1. THE PROMOTER

1.1 The Promoter is the State of Queensland (through the Department of Transport and Main Roads (ABN 39 407 690 291) of Level 1, 61 Mary St, Brisbane.

2. STANDARD TERMS

2.1. Entry into the Promotion is deemed acceptance of these terms and conditions.

2.2. If there is any inconsistency between these terms and conditions and anything else that refers to this Promotions, these terms and conditions will prevail.

3. WHO CAN ENTER

3.1. Entry is open to all residents of Australia who have an Instagram account, except employees of the Department of Transport and Main Roads and their immediate families. To avoid any doubt, all employees of all other departments of the Queensland Government and their immediate families are eligible to enter. Immediate family includes the following: parents, siblings, de facto, spouse, children and grandparents.

3.2. By entering the Promotion, entrants (or where the entrant is under 18 years old, their parent or guardian) are providing consent for the Promoter to use the entrant's personal information to determine the entrant's eligibility to win the Promotion and contact the winner as provided in these terms and conditions. The winners' names will be published across TransLink's social media channels on Monday 19 August 2019.

4. WHEN AND HOW TO ENTER

4.1. The Promotion commences on Friday 9 August 2019 at 9am (AEST) and concludes on Sunday 18 August 2019 at 6.00pm (AEST) ("the Promotion Period").

4.2.. To enter, entrants must,:

4.2.1. have their photo taken at TransLink Ekka stand;

4.2.2. share their photo by posting it to Instagram with the hashtag #ilovept and #translinkqld and immediately collect their 6" x 4" photo from the printer; and

4.2.3 follow the TransLink Instagram page.

4.1.4 The time of entry will, in each case, be the time that the entry is recorded on the servers of the Promoter, not at the time of transmission by the entrant.

Further information is available at <https://translink.com.au/newsletter/competitions-and-offers>

5. HOW TO WIN

5.1. Each entrant who has correctly entered the Promotion over the Promotion Period and registered all details in accordance with clauses 3 and 4 will qualify for the promotion. The winners will be randomly selected at the TransLink Ekka stand by the Promoter.

5.2. After 6pm on each day during the Promotion Period, one winner will be drawn randomly from the entrants who have followed @translinkqld on Instagram and posted their photo to Instagram using the hashtags #ilovept and #translinkqld on that given day.

5.3. The winner will be notified via Instagram and their name will be published on TransLink's social media channels and via electronic direct mail to TransLink's database following the Promotion.

5.4. The Promoter's decision in relation to any aspects of the Promotion is final and the Promoter will not enter into any correspondence regarding the result.

5.5. The Promoter reserves the right to verify, or to require the entrant to verify that the entry is the entrant's original work. If an entry cannot be verified to the Promoter's satisfaction, the entry will be deemed invalid.

5.6. An entry must not include anything that contravenes any law, infringes the rights of any person or is potentially insulting, inflammatory, defamatory, obscene, offensive, discriminatory, indecent or otherwise objectionable or inappropriate. The Promoter reserves the right to disqualify a winner if the Promoter becomes aware that the winner and/or winner's entry is of a type described in this clause.

- 5.7. Any entry that is made on behalf of an entrant by a third party will be invalid, unless the entrant requires the assistance of a third party to enter due to a disability.
- 5.8. Entries not completed in accordance with these terms and conditions will not be considered valid and will not be included in the judging. Indecipherable or incomplete entries will be deemed invalid.
- 5.9. If an entry or entrant is ineligible to win the Promotion, the Promoter may continue to draw entries until an eligible winning entry is drawn.
- 5.10. All entries become the property of the Promoter.

6. PRIZES

- 6.1. Each winner will receive a free go card valued at \$50. The winner may choose to have the \$50 loaded onto an existing registered go card or to receive a new go card valued at \$50 (\$10 card deposit and \$40 travel balance).
- 6.2. Each winner will be contacted in relation to delivery of the go card or transferring money to their go card following the announcement of the winners.
- 6.3. The prize cannot be transferred, exchanged or redeemed for cash. Subject to clause 6.4, if for any reason the winners do not take the prize, then the prize will be forfeited by the winners and cash will not be awarded in lieu.
- 6.4. 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.
- 6.5. It is a condition of accepting the prize that each winner (or the winner's parent or legal guardian if the winner is under 18 years of age) must sign any legal documentation as and in the form determined by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
- 6.6. In participating in the promotion, each winner agree to participate and co-operate as required in all activities related to the Promotion, including but not limited to being interviewed and photographed ("Promotional Activities"). The winner grants the Promoter a royalty free, perpetual and exclusive right to use any material arising from the Promotional Activities including the use of the winning image. The Promoter will retain the details of the winners' Instagram handle.
- 6.7. Each winner gives consent to the Promoter to use their name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion and for any of the uses stated in these terms and conditions.

7. NO LIABILITY

- 7.1. Except with respect to any liability which cannot be excluded by law, the Promoter, its officers, employees and agents will not be responsible or liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) arising out of:
- any personal injury suffered or sustained in connection with the Promotion or any prize;
 - any incorrect or inaccurate information, either caused by the entrant or any of the equipment or programming associated with, or utilised in this Promotion, or for any technical error, or combination thereof that may occur in the course of the administration of this Promotion, including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite failure, theft, or destruction or unauthorised access to, or alteration of, entries;
 - any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
 - any theft, unauthorised access or third party interference;
 - any entry or prize claim that is late, lost, altered, damaged or misdirected due to any reason beyond the reasonable control of the Promoter;
 - any variation in prize value to that stated in these conditions or entry;
 - any tax liability incurred by a winner or entrant;
 - the broadcast of any program relating to the Promotion or the publication of any material, including statements made by any person; and/or
 - participation by an entrant in the Promotion.
- 7.2. If for any reason, this Promotion is interfered with in any way or is not capable of running as planned, including due to infection by computer virus, bugs, tempering, unauthorised intervention, fraud, technical failures or any other causes beyond the reasonable control of the Promoter which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter reserves the right, in its sole discretion, to disqualify any individual who tampers with the

entry process, take any action that may be available and to cancel, terminate, modify or suspend the Promotion subject to any written directions given by a regulatory authority.

8. PRIVACY

8.1. Your personal information will not be disclosed by the Promoter to any other third party without your consent unless required or authorised to do so by law.

8.2. The Promoter collects personal information ("**PI**") of entrants and winners, (including to notify winner and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers and prize suppliers. 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://www.qld.gov.au/legal/privacy/>

9. CONTACTS

9.1 If you have any queries concerning this Promotion or these terms and conditions please contact Rebecca Buntain via email – rebecca.buntain@translink.com.au.