

“TransLink’ People’s Choice Award” Promotion Terms and Conditions

By entering the “**TransLink People’s Choice Award**” 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 Floor 9 Capitol Hill, 85 George Street, Brisbane Q 4000.

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 Promotion, these terms and conditions will prevail.

3. WHO CAN ENTER

- 3.1 Entry is open to all residents of Queensland except:
3.1.1 employees and immediate families of the Department of Transport and Main Roads; and
3.1.2 drivers of public passenger bus services that are eligible to be nominated for the ‘TransLink People’s Choice Award’ and their immediate families (see clause 4.3 below for more details about eligible bus services).
3.2 Entrants warrant that they are eligible to enter the Promotion under clause 3.1.
3.3 To avoid any doubt, all employees and their immediate families of other departments of the Queensland Government are eligible to enter. Immediate family includes the following: parents, siblings, defacto, spouse, children and grandparents.
3.4 Entrants must be over 18 years old.
3.5 By entering the Promotion, you are providing consent for the Promoter to use your personal information to determine your eligibility to win the Promotion and contact you via telephone or email in relation to the Promotion..

4. WHEN AND HOW TO ENTER

- 4.1 The Promotion commences 18 December 2017 at 8.00am (AEST) and concludes on 31 January 2018 at 16.00pm (AEST) (“**the Promotion Period**”).
4.2 To enter the Promotion, you must go to www.translink.com.au and:
4.2.1 Visit translink.com.au to complete the online entry form, nominating the driver of an eligible public passenger bus service in Queensland for the ‘TransLink People’s Choice Award’ (see 4.3 below for more details about eligible bus services);
4.2.2 complete the required fields in the entry form, including:
(a) your first name, last name, mobile number and email address;
(b) the information about the relevant bus service (as indicated on the form); and
(c) the specific information requested about how the driver demonstrated outstanding customer service;
4.2.3 read and agree to these terms and conditions; and
4.2.4 submit the fully completed online entry form during the Promotion Period.
4.3 All public passenger bus services in Queensland displaying a route or service number are eligible services for the purposes of the Promotion. Charter services and private hire services are ineligible for the purposes of the Promotion.
4.4 Only one entry is permitted per person.
4.5 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.
4.6 More information about the ‘TransLink People’s Choice Award’ is available at www.translink.com.au

5. HOW TO WIN

- 5.1. Each entrant who has correctly entered the Promotion during the Promotion Period and registered all details in accordance with clauses 3 and 4 will be entered into a prize draw. The draw will take place at 61 Mary Street, Brisbane, Queensland 4000 on Thursday 8 February 2018 at 10am (AEST).
- 5.2. Five (5) winners will be selected at random from all valid entries.
- 5.3. Winners will be notified by telephone or email and their names will be published on TransLink's social media pages [as well as TransLink's e Newsletter](#).
- 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. The Promoter reserves the right to request any winner to provide proof of identity and proof of residency at the nominated prize delivery address.
- 5.9. In the event that a winner cannot provide suitable evidence of identity and residency, the winner will forfeit the prize in whole and no substitute will be offered.
- 5.10. Entries not completed in accordance with these terms and conditions will not be considered valid and will not be included in the draw. Indecipherable or incomplete entries will be deemed invalid.
- 5.11. 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.
- 5.12. All entries become the property of the Promoter.

6. PRIZES

- 6.1. The five (5) winners drawn from all eligible entries will each receive a \$100 Coles Group and Myer gift card.
- 6.2. Prizes will be delivered to winners by post. When winners are notified, TransLink Marketing will request postal address details and prizes will be posted to those addressed within 20 working days of the original draw taking place.
- 6.3. Prizes cannot be transferred, exchanged or redeemed for cash. If for any reason a winner does not take their prize, the prize will be forfeited by the winner and cash will not be awarded in lieu.
- 6.4. In the event that a winner does not claim their prize within 3 months from the original draw, subject to State law regulation, a draw for the unclaimed prize may take place on 9 April 2018 at the same time and place as the original draw, subject to any directions from a regulatory authority.
- 6.5. If a prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize of the equal value and/or specification, subject to any written directions from a regulatory authority.
- 6.6. It is a condition of accepting their prize that a winner 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.
- 6.7. In participating in the Promotion, each winner agrees 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**"). Each winner grants the Promoter a royalty free, perpetual and exclusive right to use any material arising from the Promotional Activities.
- 6.8. Each winner consents to the Promoter using 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. None of the Promoter or its officers, employees and agents, will be responsible or liable for:
- 7.1.1. any loss or damage whatsoever which is suffered by any person (including but not limited to direct, indirect, special or consequential loss) or for any personal injury suffered or sustained in connection with the Promotion or any prize;
 - 7.1.2. 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;
 - 7.1.3. any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
 - 7.1.4. any theft, unauthorised access or third party interference;
 - 7.1.5. any entry or prize claim that is late, lost, altered, damaged or misdirected due to any reason beyond the reasonable control of the Promoter;
 - 7.1.6. any variation in prize value to that stated in these terms and conditions;
 - 7.1.7. any tax liability incurred by a winner or entrant; or
 - 7.1.8. the broadcast of any program relating to the Promotion or the publication of any material, including statements made by any person,

except for liability which cannot be excluded by law.

- 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 of entrants and winners, (including to notify winners) and may, for purposes associated with the Promotion, disclose such personal information to third parties, including but not limited to agents, contractors, service providers and prize suppliers. Entry into the Promotion is conditional on providing this personal information. The Promoter will also use and handle personal information as set out in its Privacy Policy, which can be viewed at <https://www.qld.gov.au/legal/privacy/>. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their personal information, how entrants may complain about a breach of the Information Privacy Principles or any other applicable law and how any complaint will be dealt with.

9. CONTACTS

- 9.1. If you have any queries concerning this Promotion or these terms and conditions please contact Samantha.hillman@translink.com.au.