- 1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions and any entry not complying with these Terms and Conditions is invalid.
- 2. Entry is open to infants/primary and high school students living along the Pacific Highway between Hexham NSW and the QLD border.
- 3. Employees and their immediate families of Transport for NSW are not eligible to enter the competition.
- 4. The entry period commences at 5pm Australian Eastern Standard Time ("AEST") on Friday 20 November and closes midnight AEST on Monday 7 December ("Promotion Period").
 - To enter, entrants must email a (no more than) 30-line poem explaining what the Pacific Highway means to them to: grafton.regional.office@transport.nsw.gov.au
- 5. Promotion is in no way sponsored, endorsed or administered by or associated with Facebook or Instagram. By entering the Promotion, you are providing information to Transport for NSW and not to Facebook or Instagram and you release Facebook and Instagram from any liability associated with the Promotion. All participants must comply with the terms of use of Facebook and Instagram when using this site.
- 6. Entrants may only enter the competition once.
- 7. Winners will be shortlisted. The winning poems will be selected by the Minister for Transport and Roads and will be contacted by Transport for NSW by 5pm Friday 11 December AEST. The winners will be invited to the Pacific Highway upgrade completion event which is being held on Thursday 17 December on the North Coast.
- 8. Winning entries will be posted on the <u>NSW Roads</u> Facebook page (www.facebook.com/NSWRoads) after Thursday 17 December.
- 9. Winners will be notified via email or phone call from the Grafton.regional.office@transport.nsw.gov.au email account and must reply via email with their name and address by 5pm AEST Monday 14 December.

- 10. Each entry will be individually judged, based upon creative merit. All entries must be an independent creation by the entrant. Entries must not have been published previously and/or have been used to win prizes in any other competitions.
- 11. There will be two (2) prize winners, one from infants/primary and one from high school entrants (the "Winners"), who will win the prize detailed below ("Prize"):

Prize description:

Invitation to attend the Pacific Highway upgrade completion event being held on the North Coast. Travel to and from the event (petrol) will NOT be covered. Accommodation (room only) will be paid for by Transport for NSW for each student and one parent/guardian.

- 12. Transport for NSW reserves the right to verify the validity of all entries and reserves the right to disqualify any individual entrant or group of entrants for tampering with the entry process. Transport for NSW may in its complete discretion preclude that entrant from participation in any or all future promotions of Transport for NSW.
- 13. Prize is not transferable and non-redeemable for cash.
- 14. Transport for NSW's decision is final and no correspondence will be entered into.
- 15. Entrants grant Transport for NSW a perpetual, non-exclusive, royalty-free, irrevocable, transferable licence (which includes the right to sub-license to third parties) to exercise the Intellectual Property in the poem entry for the purposes of the Competition or any other activities of Transport for NSW.
- 16. Transport for NSW and their associated agencies and companies will not be liable for any misadventure, accident, injury, loss (including but not limited to consequential loss) or claim that may occur: whilst undertaking any travel connected with their entry or prize; or in the participation in any Prize; as a consequence of late, lost or misdirected mail; in relation to failure of an entry to be received by Transport for NSW on account of technical problems or traffic congestion; arising from or related to any problem or technical malfunction of any computer equipment, software, internet connection, any injury or damage to entrant's or any other person's computer software related to or resulting from participation in this Competition; or arising from or relates to any problem with or failure to operate the Pacific Highway upgrade completion event for any reason.

- 17. Transport for NSW assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of, entries, and reserves the right to take any action that may be available.
- 18. Winners are responsible for any costs incurred in, or related to, participating in the Prize.
- 19. If for any reason the 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 Transport for NSW which corrupt or affect the administration security, fairness, integrity or proper conduct of the Competition, Transport for NSW 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 competition.
- 20. Entrants must comply with all applicable laws while participating in the Competition. Transport for NSW will not be liable for any misadventure, accident, injury, loss (including but not limited to consequential loss) or claim that may occur connected with their entry.
- 21. Transport for NSW are not liable for any loss, damage, personal injury or death whatsoever (including, but not limited to, any direct, indirect or consequential loss) suffered or sustained in connection with the Competition, the acceptance or participation of any Prize or any act or omission (whether negligent or not) of Transport for NSW or any person associated with any of Transport for NSW, except to the extent that any liability cannot be excluded by law.
- 22. It is a condition of accepting the prize that the Winners may be required to sign a legal release in a form determined by Transport for NSW in its absolute discretion.
- 23. In participating in the Competition, the Winners agree to participate and co-operate as required in all editorial activities relating to the Competition, including but not limited to being interviewed, photographed and social media activity. The Winners grant the Promoter a licence to use any footage and photographs and the Winners will receive no fee if material is used.

- 24. Transport for NSW collects entrant's personal information in order to conduct the Competition. For information about how your personal information is collected, used and disclosed by Transport for NSW, please see our Privacy Policy at www.transport.nsw.gov.au/about/privacy.
- 25. If the personal information requested is not provided, the entrant may not participate in the Competition. By entering the Competition, unless otherwise advised, each entrant also agrees that Transport for NSW may use this information for future promotional, marketing, social media or publicity purposes without any reference, payment or other compensation to the entrant. The entrant may opt out of receiving further information from Transport for NSW by emailing privacy@transport.nsw.gov.au.

By entering and participating, entrant agrees to hold harmless, defend and indemnify Facebook from and against any and all claims, demands, liability, damages or causes of action (however named or described), losses, costs or expenses, with respect to or arising out of or related to (i) entrant's participation in the Sweepstake, or (ii) entrant's participation in any Prize related activities, acceptance of a Prize and/or use or misuse of a Prize (including, without limitation, any property loss, damage, personal injury or death caused to any person(s).

This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook.