

# TAC Cycling Survey Competition

## Schedule to Conditions of Entry

<b>Promotion Name</b>	TAC 2024 Cycling Survey Competition
<b>Promoter</b>	Transport Accident Commission (ABN 22 033 947 623) of 60 Brougham Street, Geelong, Victoria, 3220.
<b>Agency Supporting Competition on behalf of Promoter</b>	Assemble Agency PTY LTD (ABN 83 633 645 324) at Happy Spaces Level 1/4 - 6 Gilbert Street, Torquay, Vic, 3228
<b>Relevant State(s)</b>	Victoria only
<b>Entry Restrictions</b>	<p>Entry is only open to persons who at the time of entering the promotion:</p> <ul style="list-style-type: none"><li>a) are residents of Victoria;</li><li>b) are aged 18 years or older;</li><li>c) are not an employee, or related to an employee, of the Promoter or one of its agencies connected with this competition ; and</li><li>d) have not had their motor vehicle license previously suspended or cancelled in the two years prior to date of entry or have more than five demerit points in the last five years.</li></ul> <p><b>(Eligible Entrant)</b></p>
<b>Personal Information Collection Notice</b>	<p>The Promoter will collect and use your personal information such as name, photo image, phone number, address, email for the purpose of participating in the Competition only. If you don't provide all or part of any of the information that the Promoter requests during the competition process, then the entry may be invalid.</p> <p>The Promoter will provide only the winner's personal information (and subsequent re-draw winner/s if applicables) securely to Assemble Agency Pty Ltd who are assisting the Promoter in the prize distribution of this competition. The Promoter will not disclose your information to anyone unless required by law. Once any personal information comes into the Promoter's possession, it will take reasonable steps to protect that information from misuse and loss, and from unauthorized access, modification or disclosure. If you have any questions about how your personal information will be handled or would like to gain access to your personal information, you can contact the Promoter at <a href="mailto:TACcorppartnerships@tac.vic.gov.au">TACcorppartnerships@tac.vic.gov.au</a>. Any personal information you supply to the Promoter is protected by the <i>Privacy &amp; Data Protection Act 2014 (Vic)</i>.</p>
<b>Promotion Period</b>	<p>The Promotion starts at <b>9am (AEDT) on Monday 5 February 2024</b>.</p> <p>The Promotion closes at <b>12pm (AEDT) on Tuesday 5 March 2024</b>. No entries will be accepted after this time.</p>
<b>Verification Requirements</b>	<p>The Promoter reserves the right to verify the eligibility of entrants. The Promoter may require such information as it considers reasonably necessary for this purpose and a prize may be withheld unless and until the Promoter is satisfied with the verification.</p>

<b>Entry Procedure</b>	<p>To enter, entrants must enter by completing in full, the TAC 2024 Cycling Survey and completing the associated personal information fields.</p> <p>Access to the TAC 2024 Cycling Survey is accessible via:</p> <ol style="list-style-type: none"> <li>1. Electronically distributed mail – subscribers to the TAC’s Cycling Mailing List</li> <li>2. Electronically distributed mail – subscribers of any official TAC partner’s subscriber list, including but not limited to Cadel Evans Great Ocean Road Race or Amy Gillett Foundation database.</li> </ol>
<b>Maximum Number of Entries</b>	<p>You may only enter once.</p> <p>If you submit more than one entry, all subsequent entries will be deleted.</p>
<b>Draw Details</b>	<p>Date: <b>Thursday 7 March 2024</b></p> <p>Time: <b>10am (AEDT)</b></p> <p>Location: Transport Accident Commission – 60 Brougham Street, Geelong VIC, 3220.</p> <p>Draw Method: Random selection</p>
<b>Prize Details</b>	<p>The first valid entry drawn will provisionally win the Prize containing:</p> <p><b>A choice of ONE (1) of the two following e-bikes to the maximum value of \$2,500 including GST:</b></p> <ol style="list-style-type: none"> <li>A. A LEKKER Jordaan Urban eBike;</li> <li style="text-align: center;"><u>OR;</u></li> <li>B. A LEKKER Amsterdam Urban eBike!</li> </ol> <p>(Collectively, the <b>Prize</b>)</p> <p>Prizes are valid until the date specified on the voucher or by the provider, and are subject to the terms and conditions stipulated by the provider. Once awarded, the Promoter is not liable for any voucher that has been lost, stolen, forged, damaged or tampered with in any way.</p> <p>The prize is non-transferable and no cash or other alternative will be offered.</p> <p>The Promoter reserves the right to substitute an alternative prize of at least equal value if circumstances makes this necessary.</p>
<b>Total Prize Pool</b>	<p>Up to <b>\$2,500</b> (inc. GST)</p>
<b>Notification, Verification &amp; Delivery</b>	<p>The provisional winner will be notified by email or mobile phone provided on their entry form. The notification email will include details on how to verify their entry.</p> <p>The potential provisional winner must consent to the Promoter seeking from VicRoads and VicRoads providing to the Promoter details of their driving history for the purposes of confirming whether they are an Eligible Entrant. The potential provisional winner must supply their full name, date of birth and postcode to enable a licence check to be completed. On successfully passing the licence check, the provisional winner will then be notified that they have won.</p> <p>If the provisional winner complies with these Terms and Conditions and the Promoter verifies and accepts the entry in accordance with these Terms and Conditions, the Promoter will deliver the prize to the address provided by the entrant at the time of entry or via the notification and verification process within 28 days of the prize being awarded.</p> <p>The Promoter takes no responsibility for an incorrect address being provided when entering the promotion or during the notification and verification process, and (once dispatched), the Promoter is not liable for any prize that has been lost, stolen, damaged or tampered with in any way.</p>

<b>Publication Details</b>	<p>The winner's name for this competition will be published on the TAC's cycling eDM – March or April edition. The winner's name may also be provided to any query sent to <a href="mailto:askus@tac.vic.gov.au">askus@tac.vic.gov.au</a></p> <p>It is a condition of entry that your entry, first name or nickname can be used for any necessary promotional releases, promotional materials and within social media channels.</p> <p>You agree to allow the Promoter to post your name as part of the winner announcement promotions.</p>
<b>Prize Claim Date</b>	<p>The prize must be claimed by <b>5pm (AEDT) on Wednesday 13 March 2024</b>. If the prize remains unclaimed after this time, an unclaimed prize draw will be conducted. The Promoter will not be responsible for any inability of a prize winner to take up the specified prize.</p>
<b>Unclaimed Prize Arrangements</b>	<p>Date: Thursday 14 March</p> <p>Time: 10am (AEDT)</p> <p>Location: Transport Accident Commission – 60 Brougham Street, Geelong VIC, 3220.</p> <p>The winner of the unclaimed prize draw will be published on the TAC's cycling eDM – March or April edition.</p>
<b>Additional Terms</b>	<p>This promotion and all issues arising out of it shall be governed in accordance with Victorian law and are subject to the exclusive jurisdiction of the Victorian courts.</p>

## **Conditions of Entry**

1. These Conditions of Entry incorporate and must be read together with the Schedule for this Promotion. The Schedule prevails to the extent of any inconsistency with these Conditions of Entry. Participation in the Promotion constitutes acceptance of these Conditions of Entry.
2. Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, except where stated otherwise.

### **Eligibility**

3. Entry to the Promotion is open to residents of the Relevant State/s who meet the Entry Restrictions.

### **Entry**

4. The Promotion will be conducted during the Promotion Period.
5. To enter the Promotion, entrants must complete the Entry Procedure during the Promotion Period.
6. Entries may only be submitted in accordance with the Entry Procedure and will not be accepted by the Promoter in any other form. Computer generated or other automated entries will not be accepted. Once submitted, entries may not be altered or deleted.
7. Entrants may enter the Promotion up to the Maximum Number of Entries. Multiple entries (where permitted) must be submitted separately and must each separately meet any product purchase requirement specified in the Entry Procedure (if applicable).
8. Entries must be received by the Promoter during the Promotion Period. Online, SMS and other electronic entries are deemed to have been received at the time of receipt into the promotion database and not at the time of transmission by the entrant.

### **Determining and notifying winners**

9. The prize draw(s) (if applicable) will be conducted in accordance with the Draw Details. The prize(s) will be awarded to the valid entry or entries (as applicable) randomly drawn in accordance with the Prize Details.
10. Winners will be notified as specified in the Schedule and their name and State/Territory of residence will be published in accordance with the Schedule. The Promoter and the companies and agencies associated with this Promotion may also publish the name and State/Territory of winners on their website(s) and in trade publications.

### **Prizes**

11. The prize(s) are specified in the Prize Details. The prize(s) are subject to any restrictions specified in the Schedule. The total prize pool is specified in the Schedule.
12. If a prize includes vouchers, the vouchers are only valid until the voucher expiry date specified on the voucher or by the provider, and are subject to any terms and conditions imposed by the provider. Once awarded, the Promoter is not be liable for any voucher that has been lost, stolen, forged, damaged or tampered with in any way.
13. If a prize includes tickets, the tickets are only valid for the date or period specified on the tickets or by the provider, and are subject to any terms and conditions imposed by the provider. Once awarded, the Promoter is not be liable for any ticket that has been lost, stolen, forged, damaged or tampered with in any way.
14. If a prize includes travel, the prize must be booked and completed as specified by the Promoter or by the supplier of the prize. If the prize is event based, any travel provided as part of the prize must be taken on the dates specified by the Promoter to coincide with the event. The prize is subject to booking and availability, and is subject to any terms and conditions imposed by the relevant providers. All costs associated with a travel prize which are not expressly stated in the Schedule to be included, including additional spending money, passport and visa costs, transfer costs, meals, taxes, insurance, luggage costs and all other ancillary costs, are the responsibility of the winner. The winner and any travelling companion(s) must depart and return at the same time using the same air carrier. The winner and any travelling

companion(s) are responsible for ensuring they have all necessary travel insurance (if not included in the prize) and documents to travel to the relevant place(s) (including passports and visas, if required). Any alterations or extensions to confirmed prize details must be approved in advance by the Promoter (at its sole discretion) and will be at the expense of the winner. The Promoter is not responsible for the cancellation, delay or rescheduling of any part of a travel prize and any costs incurred by the winner or any travelling companion(s) as a result (including accommodation costs) will be the responsibility of the winner. The winner is responsible for ensuring that they and their travelling companion(s) are fit to travel and have received appropriate immunisations and/or health checks prior to taking the prize.

15. If one of the people taking or participating in a prize is under 18 years of age, a parent or legal guardian of the winner must be present for the duration of the prize, as one of the participants. The Promoter reserves the right to appoint a chaperone to accompany the participants taking the prize. The participants agree to the chaperone being present with them for the duration of the prize and agree to comply with any reasonable directions or guidelines notified to them by the Promoter or their chaperone.

### **Claiming prizes**

16. Prizes must be claimed by the Prize Claim Date in accordance with any claim instructions set out in the Schedule.
17. If a prize is not accepted or claimed by the Prize Claim Date, the relevant winner's entry will be deemed invalid and the Promoter reserves the right to distribute the unclaimed prizes in accordance with the Unclaimed Prize Arrangements specified in the Schedule, subject to any directions given by any relevant authority. Winners of unclaimed prizes will be notified and have their names and State/Territory of residence published in accordance with the Unclaimed Prize Arrangements.

### **General**

18. The Promoter accepts no responsibility for any problems or technical malfunction of any communication network or for any late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. The Promoter has no control over telephone communications, networks or lines and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise. The Promoter is not liable for any consequences of user error including (without limitation) any costs incurred.
19. The Promoter may, at its sole discretion, declare any or all entries made by an entrant invalid, and prohibit further participation by an entrant in this Promotion, if the entrant:
  - a. fails to verify their personal details and/or eligibility to enter the Promotion to the Promoter's satisfaction;
  - b. tampers with or benefits from any tampering with the entry process or the operation of the Promotion;
  - c. submits an entry which in the Promoter's opinion is not in accordance with these Conditions of Entry;
  - d. acts in a disruptive manner or with the intent to annoy, abuse, threaten or harass any other person; or
  - e. engages in conduct in entering the Promotion which in the Promoter's opinion is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter. This includes where entrants share receipts or product labels to enter the Promotion or where entrants use multiple names or addresses to register multiple entries.
20. Entrants must comply with the Verification Requirements. The Promoter may require entrants to provide these to the Promoter or its agent as part of the entry verification or prize claim process. Failure to provide these to the Promoter's satisfaction will result in the relevant entry being declared invalid (and, at the Promoter's discretion, in all of the entrant's entries being declared invalid).

21. All entries will be the property of the Promoter and will not be returned.
22. Prizes are not transferable or exchangeable and, except for cash prizes, cannot be redeemed for cash or any other form of compensation. The value of each prize is accurate as at the time of preparation of this material. The Promoter accepts no responsibility for any variation in the value of a prize after that date. If a prize is unavailable for any reason, the Promoter may substitute it for another item of equal or higher value, subject to the approval of the relevant authorities in the Relevant State(s), if required. If a winner does not take an element of a prize at the time stipulated by the Promoter, then that element of the prize will be forfeited by the winner and neither cash nor any other form of compensation will be supplied in lieu of that element of the Prize. The Promoter accepts no other liability or responsibility for any loss incurred by a winner or any other party if any prize (or any part of a prize) is unavailable for any reason.
23. If requested by the Promoter, entrants and winners (or their companion(s), if applicable) must sign (or procure that their parent/guardian signs) an indemnity and exclusion of liability form provided by the Promoter, in favour of the Promoter and all parties involved in this Promotion and/or providing the prize, before they participate in the Promotion and/or the prize. If they or their parent/guardian do not sign that form within the time specified by the Promoter, they will not be able to participate and the relevant entrant's or winner's entry or claim will be deemed invalid. Where an entry is declared invalid prior to the Prize Claim Date, the Promoter may determine a new winner in accordance with the Unclaimed Prize Arrangements.
24. If requested by the Promoter, entrants and winners (and their companion(s), if applicable) must participate in all promotional activity (such as publicity and photography) surrounding this Promotion or their winning of a prize, free of charge, and they consent to the Promoter and its associated companies and agencies using their name and image in promotional material.
25. If for any reason any aspect of this Promotion does not or is not capable of running as planned, including by reason of infection by computer virus, network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any cause beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion, or invalidate any affected entries, subject to the approval of the relevant authorities in the Relevant State(s), if required.
26. The Promoter's decisions in connection with the Promotion are final and no correspondence will be entered into.
27. Entrants acknowledge that there may be inherent risks in some aspects of the Promotion or the prize and that participation in the Promotion or the prize may involve participating in dangerous activities. By entering this Promotion and/or accepting the prize, entrants accept that risk for themselves and for their companion(s) (if applicable).
28. The Promoter, its associated agencies and companies and the agencies and companies associated with this Promotion (including Facebook and Instagram, if the Promotion is conducted via those platforms) will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this Promotion or accepting or using a prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
29. The Promoter and its associated agencies and companies will not be liable for any damage to or delay in transit of prizes.
30. The Promoter may at its absolute discretion prohibit an entrant's participation in this Promotion, cancel or suspend a prize or other cease to provide any prize to a winner if the entrant or winner (or any companion) is (in the Promoter's opinion) under the influence of alcohol or drugs, behaves aggressively or disruptively, or behaves in a manner which may diminish the good name and reputation of the Promoter or its products and brands, or is contrary to law or is otherwise inappropriate.
31. The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought. Where the operation of this

Promotion results in, for GST purposes, supplies being made for non-monetary consideration, entrants agree to follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.

32. The information entrants provide will be used by the Promoter for the purpose of conducting this Promotion. The Promoter may disclose entrants' personal information to companies and agencies connected with this Promotion. The winner's name and State/Territory of residence may be published in accordance with these Conditions of Entry and as required under relevant legislation. The Promoter's privacy policy is available on the Promoter's website <http://www.tac.vic.gov.au/about-the-tac/information-and-privacy/your-privacy-and-the-tac..>