2018 TAC CUP e-Learning Module AFL Promotion

Terms and Conditions of Entry

PROMOTER

- 1. This promotion ("**Promotion**") is conducted by the Transport Accident Commission (TAC), ABN 22 033 947 623, of 60 Brougham Street Geelong VIC 3220 ("**Promoter**").
 - (i) ACCEPTANCE
- 2. By participating in this Competition, you acknowledge and agree to be bound by these conditions.
- 3. All instructions and prize information published by the Promoter form part of these conditions.
 - (i) ENTRY PERIOD
- 4. The **Competition** commences on 1st February, 2018 at 00:00:01 AEST and concludes on 26th August 2018 at 12pm AEST. The Promoter may extend the time for, vary or terminate this Competition at any time in its absolute discretion.
 - (i) ELIGIBILITY ("Eligible Persons")
- 5. You are eligible to receive a prize in the Competition if you:
 - (i) are a Victorian resident aged 18 years or over,
 - (ii) a parent, guardian, carer or relative of a TAC Cup Club member with a full Australian driver license,
 - (iii) are not an employee (nor an immediate family (including spouse, defacto spouse, parent, natural or adopted child or sibling) of an employee) of the Promoter or any agency, contractor or company associated with the Competition; and
 - (iv) do not have any licence to drive any motor vehicle ("Licence") under cancellation or suspension as a result of any driving offence at any time during the two years immediately preceding the competition start date.
- 6. If there is a dispute as to whether you are an Eligible Person, the Promoter reserves the right to retain the relevant prize until the dispute is resolved, and award that prize only if you are found to be an Eligible Person.
- 7. As a condition of entry to this Competition, you must consent to the Promoter seeking from VicRoads, and VicRoads providing to the

Promoter, details of your driving history for the purpose of confirming whether you are an Eligible Person.

- 8. If you are not an Eligible Person, the Promoter may, in its sole discretion and at any time, disqualify you from participating in the Competition. The Promoter's decision is final and no correspondence will be entered into.
 - (i) ENTRY & DRAW

To enter the competition, you must visit <u>http://www.saferpplaters.com.au/elearning/tac-cup-e-learning-module#.WrxnYrpul2y</u>

- **9.** and;
 - (i) fully complete and submit an e-learning registration form including your full name, email address, phone number, post code and state.
 - (ii) select TAC Cup from the "How did you hear about this" drop down box and enter TAC Cup Club or the name of the player that you are a parent, guardian, carer or relative of.

During the Promotional Period.

- 10. One entry per person, per registration form. Multiple entries are permitted within the same family or in relation to one TAC Cup player/ member.
- 11. The Draw will be held at 4pm on 30/8/18 at Graffiti Group Pty Ltd, Level 2, 16 Palmer Parade, Cremorne, Victoria, 3121
- 12. All entries to the Competition may be subject to verification by the Promoter. You must, within 7 days of being asked by the Promoter, allow the Promoter to inspect and copy any documents the Promoter reasonably requests to establish if you are an Eligible Person.
- 13. The Promoter may, in its sole discretion, declare any entry invalid if you:
 - (i) fail to establish you are an Eligible Person to the Promoter's satisfaction;
 - (ii) fail to produce items as required by condition 16 or produce items that are illegible, stolen, forged, reconstructed, altered, incomplete or tampered with in any way;
 - (iii) tamper with the entry process or benefit from such tampering; or

All entries become and remain the property of the Promoter.

14. All of the Promoter's decisions are final and no correspondence will be entered into.

PRIZES

- The Eligible Person drawn with a fully completed e-learning module registration form will win a Category 1 "Witness Heroes Become Immortal" Crown Grand Final Breakfast package for 2 people on Saturday 29th September 2018. ("**Prize**"). The Prize includes per person;
 - entry to the Witness Heroes Become Immortal Crown Grand Final Breakfast held in the Crown Palladium, Melbourne at 08.30 AEST to 11.30 AEST including talks from some of the game's greatest names,
 - (ii) a guaranteed reserve seat at the 2018 Toyota AFL Grand Final held in the Melbourne Cricket Ground, Melbourne at 14.30 AEST,
 - (iii) a complimentary copy of the Toyota AFL Grand Final edition of the AFL Record.
- 16. The total Prize pool is value at \$4,070
- 17. The Prize cannot be used in conjunction with any other offer or promotion and is not redeemable for cash. The Promoter excludes any liability for any Prize that has been lost, stolen, damaged or tampered with in any way.
- 18. The winner is responsible for all costs and expenses incurred in enjoying the Prize outside what is listed in the Prize Details and (in particular but without limitation) the Prize does not include any travel to or from the venue to which the Prize may provide entry.
- 19. The Prize is date specific. The winner must be available to redeem the Prize on the dates stipulated by the Promoter. If the winner is not able to redeem the Prize on that date, the Promoter may determine another Prize winner in its absolute discretion.
- 20. Rights to receive Prizes are not transferable or exchangeable and cannot be taken as cash.

- 21. The Promoter is not responsible for any changes in times or dates, or cancellations or rescheduling of events that may prevent the winner from redeeming the Prize or any part of it.
- 22. If any Prize (or part of a Prize) is unavailable for any reason for which they are responsible for, the Promoter will, in its absolute discretion, substitute alternative goods or services of no lesser retail value. The Promoter accepts no other liability or responsibility for any loss incurred by a winner or any third party if any Prize (or part of a Prize) is unavailable for any reason.

WINNER NOTIFICATION AND PUBLICATION

- 23. The winners will be notified in writing, sent by email, to the address indicated on their TAC e-learning module registration form. The notification will include any further instructions as to how the winner is to claim the Prize and establish his/her entitlement to it.
- 24. Subject, where relevant, to any directions given under any legislation regulating the Competition, if any Prize is:
 - (i) not claimed in accordance with these conditions by 17/09/18 or
 - (ii) forfeited for any reason,

the Prize will be awarded to another Eligible Person in a redraw on 18/09/18 at Graffiti Group Pty Ltd.

- 25. Any additional taxes which may be payable as a consequence of the winner receiving a Prize are the sole responsibility of the winner.
- 26. The Promoter makes no representations or warranties as to the quality, suitability, merchantability of any of the goods and services offered as Prizes.

LIABILITY

- 27. To the full extent permitted by law, the Promoter and its associated companies and agencies and any of their personnel ("**Relevant Parties**") exclude all liability for any loss (including any damage, claim, injury, cost or expense) whatsoever which is suffered or incurred by any person arising out of, or in any way connected with, the Competition or Prizes including without limitation:
 - (i) any indirect, economic or consequential loss;
 - (ii) any loss arising from any negligent act or omission of any of the Relevant Parties; and
 - (iii) any liability for personal injury or death.

28. The Promoter will not be responsible for any lost, late or misdirected entries.

ENTIRE AGREEMENT

29. These conditions constitute the entire agreement of the parties about the entry into and conduct of the Competition.

PRIVACY STATEMENT

- 30. Entrant personal information ("Information") will be collected by the Promoter to conduct this Competition. The Promoter may disclose your Information to its agents and contractors to assist in conducting the Competition and to send you further information from the Promoter about the Promoter's road safety and other initiatives (if you agree to receive this information as indicated on your original form). The Promoter is bound by the Information Privacy Principles in the Information Privacy Act 2001 (Vic). You can request access to, or corrections of, the Information the Promoter holds about you by calling the Promoter on 1300 654 329 during business hours.
- 31. If an entrant does not provide accurate personal information to the Promoter, the Promoter may determine that they are not eligible to win a Prize.