

Terms and conditions

Survey \$100 voucher draw

Entrants are invited to complete the Kidsafe car seat fitting feedback survey (sent to them from Kidsafe via email) (**Survey**) to qualify to go into the draw to win one of four \$100 Prezzy gift cards.

General.

1. The Promoter is Queensland Motorways Management Pty Limited ABN 86 010 630 921, of Level 39, 300 George Street, Brisbane QLD 4000, Ph: (07) 3323 0000.
2. Information on how to enter and prizes form part of these Terms and Conditions (**T&Cs**). By entering this promotion, the Entrant is deemed to have accepted these T&Cs. Entries must comply with these T&Cs to be valid.

Eligibility

3. Entry is open to all residents of Queensland who are aged 18 years or over as at the date of entry who have had their car seat fitted for free by Kidsafe Queensland and have entered into the survey.
4. The following persons are ineligible to participate:
 - a. directors, management and employees of the Promoter; and
 - b. retailers, suppliers, associated companies and agencies of the Promoter who are associated with this Promotion, and their directors, management and employees.

Entry

5. The Promotion commences at 8am on 6 December 2022 AEST, and concludes at 4pm on 23 January 2023 (**Promotion Period**).
6. Entrants may enter the Promotion by completing the Survey and providing a valid email address.
7. Limit applies of one (1) entry per person.
8. An entry must be received by the Promoter by the end of the Promotion Period or it will not be accepted. Entries are deemed to be received at the time of receipt by the Promoter, not at the time of transmission by the entrant.
9. The Promoter takes no responsibility should a person not have the software, hardware or mobile plan that permits access to, and use of, the Survey. Any costs associated with accessing the Internet, downloading data on a mobile device, or using any device to enter the Promotion is the sole responsibility of the entrant and is dependent on the Internet/mobile service provider used.

Prizes and draw

10. There is a maximum of 4 prizes (each a **Prize**) to be won during the Promotion Period.
11. Each Prize is a \$100 Prezzy gift card valued at \$100.00 AUD. The total Prize pool is \$400 AUD.
12. A draw will take place at 4.30pm (AEST) 24 January 2023 (the **Draw Date**) in Brisbane.
13. On the Draw Date, the winners will be randomly drawn by an electronic draw process from all entries received during the Promotion Period. The first four valid entries drawn will each win a Prize.
14. Each winner will be notified by email via the email addressed registered in completing the Survey on or before Monday 30 January 2023. The Prize winners must each confirm whether they accept the Prize within 15 working days of being notified that they are a winner, or else they will be taken to have forfeited their right to the Prize.
15. The Promoter will make all reasonable attempts to identify and contact the Prize winners.

16. In the event that a Prize winner cannot be identified or contacted on or before Wednesday 8 February 2023 at 5pm (AEST), despite all reasonable attempts to do so by the Promoter, or a Prize is unclaimed by that time for any other reason whatsoever (including because the winner has forfeited their right to the Prize, the winner does not accept and claim the Prize in accordance with paragraph 13 above, the winner or the winning entry does not comply with these T&Cs, or otherwise), the Promoter will conduct a second chance draw on Tuesday 14 February 2023 (the **Second Chance Draw Date**), at the same time and location as the first draw, in order to determine a second chance winner for a Prize in the same manner as the original Prize draw (subject to any written directions from a regulatory authority).
17. Each second chance winner will be notified by email, on or before Friday 17 February 2023. The second chance Prize winners must confirm whether they accept the Prize within 10 working days of being notified that they are a second chance winner, or else they will be taken to have forfeited their right to the Prize.
18. The Promoter will make all reasonable attempts to identify and contact the second chance Prize winners.
19. In the event that the second chance Prize winner cannot be identified or contacted by [5pm 27 February 2023 (AEST)] despite all reasonable attempts to do so by the Promoter, or the Prize is unclaimed by that time for any other reason whatsoever (including because the second chance winner has forfeited his or her right to the Prize, the second chance winner does not accept and claim the Prize in accordance with paragraph 19 above, the second chance winner or the second chance winning entry does not comply with these T&Cs, or otherwise), the Promoter may dispose of the Prize as it sees fit (subject to any written directions from a regulatory authority).
20. The Prize will be delivered to the winners by email within 10 working days of a winner's acceptance of the Prize.
21. The Prize cannot be transferred, exchanged or redeemed for cash.
22. The Promoter reserves the right to request verification of age, identity, residential address and any other information from any entrant or winner relevant to entry into or participation in the Promotion. Verification is at the discretion of the Promoter, whose decision is final. The Promoter reserves the right to disqualify any individual who provides false information, fails to provide information, conspires with others to gain an unfair advantage or who is otherwise involved in any way in manipulating, interfering or tampering with the Promotion.
23. The results of the Promotion will be published on www.Transurban.com/kidsafeQLD.
24. The Promoter's decision is final and the Promoter will not enter into correspondence regarding the result or any other decisions the Promoter makes in connection with the Promotion.

Other terms

25. Prizes are not transferable, exchangeable and cannot be redeemed for cash. If a Prize or any element of a Prize is unavailable for any reason, the Promoter may substitute for that Prize, or an element of that Prize, another item of equal or higher value as determined by the Promoter (in its sole and absolute discretion).
26. To the extent permitted by law, the Promoter accepts no responsibility for:
 - a. any late, lost or misdirected entries or other communications; or
 - b. any Internet traffic congestion or problems with, or technical malfunction of, any hardware or software, including but not limited to any damage to the hardware or software of any entrant or other persons related to participation in the Promotion.The decision of the Promoter is final and binding; no correspondence will be entered into.
27. To the extent permitted by law, the Promoter (including its officers, employees and agents) will not be responsible for any acts of god, acts of terrorism or war (declared or undeclared), state of emergency, disaster, technical failures, security breaches, tampering, unauthorised intervention, fraud, computer viruses or other events beyond the Promoter's control which affect the proper

or reasonably anticipated conduct or administration of the Promotion, or prevent the awarding of the Prize in accordance with these T&Cs. If such an event occurs, the Promoter reserves the right to cancel, terminate, modify or suspend the Promotion, subject to any written directions from a relevant regulatory authority.

28. Nothing in these T&Cs limits, excludes or modifies the statutory consumer guarantees provided under the *Competition and Consumer Act 2010* (Cth), or any other implied warranties under any legislation in Australia. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) excludes all liability (including for negligence), for any personal injury or any loss or damage (whether direct, indirect, special or consequential) arising in any way out of the Promotion, including but not limited to where such injury, loss or damage arises out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or Prize claim that is lost, altered, damaged or misdirected due to any reason beyond the reasonable control of the Promoter; (d) any variation in the Prize value to that stated in these T&Cs; (e) any tax liability incurred by an entrant or a winner; (f) participation in the Promotion or any component of the Prize by an entrant or a winner; (g) the conduct, act or omission of any service provider or prize supplier associated with the Promotion; or (h) cancellation or postponement of any portion of the Prize for any reason beyond the reasonable control of the Promoter.
29. By entering the Promotion entrants are consenting to the Promoter contacting them at a later date for marketing and promotion purposes. The winner agrees to the use of their name, likeness, image and/or voice and image (including photograph, film and/or recording of the same) in any media for an unlimited period of time without remuneration for the purpose of promoting the Promotion (including any outcome). Entrants also consent to the publication of their first name and suburb in accordance with paragraphs 23 above, in the event they are the winner of a Prize.
30. Entries remain the property of the Promoter. Details from entries will be collected and used for the purpose of conducting the Promotion (which may include disclosure to third parties, including local lottery authorities, for the purpose of processing and conducting the Promotion) and for promotional purposes surrounding the Promotion. By entering the Promotion entrants consent to the use of their information as described and agree that the Promoter may collect and use this information, or disclose it to other organisations that may use it in accordance with the Promoter's privacy policy at <https://www.linkt.com.au/legal/policies/transurban-privacy-policy> without any further reference or payment to the entrants. Entrants may access, change and/or update their personal information and obtain a copy of the Promoter's privacy policy by contacting the Promoter on (07) 3323 0000.
31. The agreement which comes into force under these T&Cs is governed by, and must be construed in accordance with, the laws in force in Queensland, and the Promoter and any consumer who participates in the Promotion submit to the non-exclusive jurisdiction of the courts of that State in respect of all matters arising out of or relating to these T&Cs, and the performance or subject matter of the Promotion.