

## TERMS AND CONDITIONS FOR GAME OF SKILL

<b>Promoter</b>	Pedestrian Group Pty Limited ACN 112 839 568 of Level 1, 66 Wentworth Avenue, Surry Hills 2010
<b>Competition</b>	TAFE NSW Semester 2 Brand Survey 2019
<b>Entrants</b>	Australian residents aged 18 years and over
<b>Exclusions</b>	Employees of Promoter and the suppliers and agencies associated with this Competition, and the immediate family of all such employees (where immediately family means spouse, de facto, parent, natural or adopted child, and sibling, whether natural or adopted by a parent, and whether or not they live in the same household as the employee)
<b>Entry Period</b>	Starts at 9:00AM AEST on Tuesday, 16 April 2019 and ends 12:00AM AEST on Wednesday, 1 May 2019
<b>Entry</b>	a) Fill in all the required data fields on the Survey Monkey form; and b) Answer the following question in 25 words or less: "what would you do with \$300 in 30 minutes and why? "
<b>Limit</b>	One (1) entry per person
<b>Judging Criteria</b>	Originality and creativity
<b>Prize Determination</b>	On Monday, 6 May 2019 at the offices of the Promoter
<b>Notification</b>	By telephone and email by Tuesday, 7 May 2019 on how to claim the prize
<b>Claim Period</b>	Within 1 week from the date of Notification
<b>Unclaimed Prize Determination</b>	If prize is not claimed within 1 week of date notification or the winner is not eligible, the prize will be forfeited and a redraw will occur
<b>Prize</b>	3 x valued at \$100.00 AUD Myer eGift Card
<b>Total Prize Value</b>	\$300.00 AUD
<b>Prize Conditions</b>	Prizes are not transferable for cash

1. The promoter of the Competition is the Promoter.
2. By entering this Competition, Entrants agree to be bound by these Terms and Conditions. Information on how to enter and prizes form part of these Terms and Conditions.

### ELIGIBILITY

1. Entry is open only to the Entrants, excluding the Exclusions.
2. This Competition will be conducted during the Entry Period. Entries must be received by the Promoter during the Entry Period. Entries received after the Entry Period will not count towards the Competition. The Promoter is not responsible for any late, lost or misdirected entries.

## **ENTRY**

1. To enter this Competition, Entrants must complete the Entry, subject to the Limit.
2. Entry to this Competition via the Website is free. However, any costs associated with accessing the Website are dependent on the internet service provider used.
3. Entrants must personally and manually submit an Entry using an internet browser. The Promoter reserves the right to reject an Entry if it reasonably forms the opinion that an Entry has been created and/or submitted using automated entry means or a computer entry service.
4. To be eligible to win a prize in this Competition, an Entry must not:
  - a. infringe the intellectual property or other rights of a third party;
  - b. have been published previously, or have won prizes or awards in other competitions;
  - c. be incomplete or illegible, as determined by the Promoter in its sole discretion; or
  - d. be unlawful, defamatory, abusive, insulting, threatening, obscene, inflammatory, offensive or otherwise contain content which, in the Promoter's sole discretion, is inappropriate or objectionable.
5. The Promoter reserves the right to verify the validity of an Entry and to disqualify an Entrant for tampering with the entry process or for submitting an Entry that does not, in the Promoter's sole discretion, comply with these Terms and Conditions.
6. All Entries become the property of the Promoter.
7. The Promoter reserves the right to use the content of Entries for the purpose of future promotions.

## **JUDGING**

1. This Competition is a game of skill, and chance plays no part in determining the winner. All entries will be judged individually on their merits based on the Judging Criteria.
2. Judging will take place at the Prize Determination. Entries will be judged by a panel of judges appointed by the Promoter.
3. The Entrant who submits the best Entry (as determined by the judges) will win the Prize(s) ("**Winner**"). The judges' decision is final, and the Promoter will not enter into correspondence regarding the result.

## **WINNERS**

1. The Winner will be notified in accordance with the Notification.
2. The Winner must claim the Prize within the Claim Period. The Promoter will not be responsible for any delay, loss or damage to the Prize once it has left the Promoter's or supplier's premises.
3. If the Winner is unable to comply with these Terms and Conditions and/or does not claim the Prize within the Claim Period, the Promoter reserves the right to award the Prize to the Entrant with the next best Entry, as determined by the judges at the Unclaimed Prize Determination.

## **PRIZES**

1. The prize consists of the Prize, valued at the Total Prize Value.

2. The Winner's use of the Prize is subject to:
  - a. the Prize Conditions; and
  - b. additional terms and conditions imposed by the supplier(s) of the Prize (if any), with which the Winner must comply.
3. The Prize is not transferable and not redeemable for cash or other goods or services. The Prize must be taken as a whole and as stated in these Terms and Conditions. No alternative will be provided, and no compensation will be payable if the Winner is unable to use the Prize as such.
4. The Promoter makes no representations or warranties regarding the quality, suitability or merchantability of any of the goods or services offered as Prizes
5. The value of the Prizes are the recommended retail price as provided by the supplier (exclusive of GST) and is correct as at the start of the Competition.
6. If the Prize becomes unavailable for any reason, the Promoter, in its sole discretion, reserves the right to substitute the Prize with a prize of equal or greater value and/or specification.

## **YOUR INFORMATION**

1. If an Entrant's contact details changes between the date of entry and the Unclaimed Prize Determination, the Entrant must notify the Promoter of his/her updated contact details.
2. The Promoter is bound by the *Privacy Act 1988*. The Promoter will use all personal information collected in connection with the Competition in accordance with its Privacy Policy, available at <https://www.pedestrian.tv/privacy-policy/>.
3. Entrants' personal information will be collected by or on behalf of the Promoter to enable it to conduct the Competition, publicise the name of the Winners and where Entrants have consented to the receipt of such information, send Entrants marketing, advertising and promotional material.
4. Entrants' personal information may be disclosed to third parties who assist the Promoter in conducting this Competition, including regulatory authorities, entities which supply and deliver the Prizes to the Winners, and marketing and communications agencies.
5. The Winners' names will be published and retained as required by relevant legislation and as specified in these Terms and Conditions.
6. Entrants can contact the Promoter by mail at level 1, 66 Wentworth Avenue, Surry Hills 2010 or by email at [comps@pedestriangroup.com.au](mailto:comps@pedestriangroup.com.au) to request access to, or corrections of, the Entrant's personal information held by the Promoter.
7. The Winner consents to the Promoter's use of the Winner's name, likeness, image, picture, voice, statements, testimonials or quotations for promotional, marketing and publicity purposes in any media worldwide, without any fee being paid to the Winner.

## **RISK AND LIABILITY**

1. The Winner participates in this Competition, and uses the Prize, at his or her own risk.
2. The Promoter, its related bodies corporate and the suppliers, agencies and other companies involved in this Competition assume no responsibility for any error, omission, interruption, defect, delay in operation or transmission, or loss or damage to data.
3. If this Competition is not capable of running as planned for any reason (including as a result of technical failures, fraud or causes beyond the Promoter's control), the Promoter may, in its sole discretion, cancel, suspend or change the Competition and re-commence it on similar terms, subject to any directions by regulatory authorities.

4. To the fullest extent permitted by law, the Promoter, its related bodies corporate and their respective officers, directors, employees and agents exclude liability for all loss (including loss of data, unauthorised access to data and consequential loss), damage, expenses, death or personal injury suffered or incurred arising out of, or in connection with, this Competition (including in relation to the Winner's participation in this Competition and use of the Prize).
5. These Terms and Conditions constitute the entire agreement of the parties relating to the entry and conduct of the competition.
6. These Terms and Conditions are governed by the laws of the State of New South Wales.