

# Plan to make every journey safe this Christmas Competition Terms and Conditions

## General

1. The Promoter is the Road Safety Commission of WA (RSC), a portfolio within WA Police Force. Telephone number 1300 999 772.
2. By entering the 'Plan to make every journey safe this Christmas' Competition ('the Competition'), participants accept and agree to be bound by these Terms and Conditions.
3. Information on how to enter forms part of these Terms and Conditions. If there is any inconsistency between these Terms and Conditions and anything else that refers to the Competition, these Terms and Conditions will prevail.

## Who can enter?

4. Entry is open to all residents of Western Australia aged 16 years and over, except employees of the RSC and their immediate families. Immediate family includes the following: spouse, ex-spouse, defacto spouse, child, or stepchild (whether natural or by adoption), parent, stepparent, grandparent, step grandparent, uncle, aunt, niece, nephew, brother, sister, stepbrother, stepsister or first cousin.
5. The RSC may require entrants to provide proof of eligibility or identity before claiming a prize. Proof of identity considered suitable for verification is at the discretion of the RSC. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.

## When/how to enter

6. The competition commences on Friday, 8 December 2023 at 2:00pm AWST and concludes on Sunday, 17 December 2023 at 5:00pm AWST (the Entry Period). Entries must be received by the RSC during the Entry Period to be included in the prize draw.

### **7. Competition details:**

#### **Prizes**

50 prizes of four (4) in-season General Admission Telethon Community Cinema tickets, provided as four Complimentary Online Admission vouchers (valid to April 2024).

These online admission vouchers can only be redeemed online and will not be accepted at the venue. Please follow the instructions provided to redeem the vouchers for use at your chosen venue and session.

#### **To enter**

Comment answering the question 'how are you planning to make every journey safe' on the competition post on RSC's [Facebook](#) during the Entry period.

## Entry requirements

- You must be a WA resident aged 16 years or over to enter.
- Comments may be in the form of text, and/or images.
- Entries must be received prior to 5:00pm AWST on Sunday, 17 December 2023 to be eligible to win.
- By submitting a comment, participants grant RSC the right to use the entry (text and/or image comments) in RSC social media throughout 2023 and 2024.

## Other Entry Requirements

8. Entries should be a comment (text and/or an image, or multiple images) explaining how the entrant plans to make every journey safe.

9. The entrant must be the creator and copyright owner of any text and/or images they enter into the competition.

10. Entries will be ineligible if they breach any of the [RSC Social Media Community Guidelines](#), and/or contain any of the following:

- contain sexually explicit, nude, obscene, violent, or other objectionable or inappropriate content.
- contain identifiable images of any person who has not consented to the photograph being entered into the Competition.
- contain content produced or uploaded while driving; or
- breach copyright or other intellectual property rights.

## Number of Entries permitted

11. Each entrant is only permitted to submit one comment (Entry) on the competition post and is not eligible to receive more than one prize.

12. Subject to clause 25, where one Facebook account is used to submit more than one comment on the Facebook post, judges will only consider the first comment posted by the account.

## Draw and Notification of Winners

13. The competition winners will be drawn on Monday, 18 December 2023.

14. The winners will be judged based on validity of the road safety message, link to their own driver behaviour and overall uniqueness and creativity.

15. Winning entries must meet the entry requirements.

16. The RSC's decision is final, and no correspondence will be entered into regarding the competition result, or any other decision made by the RSC in connection with the Competition.

17. Each winner will be notified via Facebook comment within one week of the competition being drawn.

18. On request, winning entrants must provide a valid email address via Facebook message so the RSC can send the prizes as e-tickets. Prizes will be sent via email to the first address so nominated.

## Prize on offer

19. The total prize pool is valued at \$2,800 (including GST) and comprises 50 identical prizes of four (4) in-season General Admission Telethon Community Cinema tickets. The retail value of each prize is \$60 (including GST). Telethon Community Cinema locations included in this promotion are Burswood, Bassendean, Murdoch University, and ECU Joondalup Pines.

20. Winning comments (in addition to a selection of other entries) may be featured in the RSC's social media channels after the draw.

21. Prizes cannot be transferred, exchanged, or redeemed for cash.

22. It is a condition of accepting the prize that the winner must comply with all the conditions of safe use of the prize and the prize supplier's requirements. It is the responsibility of the winner to confirm such conditions with the prize supplier or other relevant third parties.

## Unclaimed Prizes

23. The RSC will make reasonable efforts to contact winners. However, if a winner cannot be reached within 14 days, the RSC reserves the right to treat the prize as unclaimed and re-draw the prize.

24. The RSC reserves the right to redraw the prize if an entrant who claims to be a prize winner is unable to satisfy these terms and conditions.

## Further Terms and Conditions

25. The RSC reserves the right to disqualify, and block further comments by, any entrant who tampers with the entry process, who submits an excessive number of entries, who submits an entry that is not in accordance with these Terms & Conditions or who has, in the opinion of RSC, engaged in conduct in entering the Competition, which is fraudulent, misleading, deceptive, or generally damaging to the goodwill or reputation of the Competition and/or the RSC.

26. Subject to relevant State legislation, the RSC reserves the right to amend, cancel or suspend this competition if an event beyond the control of the RSC corrupts or affect the administration security, fairness, integrity, or proper conduct of the competition. The RSC will disqualify any individual who has tampered with the entry process or any aspect of this competition.

27. The RSC and their associated agencies and companies assume 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.

28. If for any reason this competition is not capable of running as planned, including due to infection by computer virus, bugs, tampering, cyber-attack, unauthorised intervention, fraud, technical failures or any causes beyond the control of the RSC, which corrupt or affect the administration, security, fairness or integrity or proper conduct of the Competition, the RSC 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, subject to any direction given under State Regulation.

29. If the prize is unavailable, for whatever reason, the RSC reserves the right to substitute the prize for a prize of equal or greater value, subject to State and Territory legislation. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.

30. A request to access or modify any information provided in an entry should be directed to the RSC by [info@rsc.wa.gov.au](mailto:info@rsc.wa.gov.au).

## **Copyright, Statutory Guarantees, Waiver and Liability**

31. The entrant retains copyright of any comment (text and/or images) entered into the Competition, and the RSC will endeavour to ensure proper credit lines are attributed to the entrant if comments or images are used in any material produced by the RSC.

32. The entrant grants the RSC a royalty-free, non-exclusive right in perpetuity to use any comments (text and/or images) entered into the Competition in any way (including modifying, adapting, or publishing the entry, whether in original or modified form, in whole or in part or not at all) for any purpose.

33. The entrant grants permission for any part of the entrant's submission, to appear in connection with the RSC, or the advertising or marketing thereof, in any media whatsoever throughout the world and the entrant will not be entitled to any fee for such use.

34. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the RSC's ability to proceed with the competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the RSC may in its absolute discretion cancel the competition and recommence it from the start on the same conditions, subject to any directions given under State Regulation.

35. The RSC does not exclude any rights and remedies in respect of goods or services under the Australian Consumer Law in the Competition and Consumer Act 2010 (Australian Consumer Law) which cannot be excluded, restricted, or modified. However, the remainder of this clause will apply to the fullest extent permitted by law and the RSC shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prize/s except for any liability which cannot be excluded by law. The RSC is not responsible for any incorrect or inaccurate information caused by the entrant or for any of the equipment or programming associated with or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.

36. The RSC collects personal information about entrants for the purposes of conducting this Competition. Any disclosure of such information will be made as required by law and in accordance with these terms and conditions, but no further use of this information will be made without prior consent.

37. All opt-in entries may be used by the RSC for future promotional, marketing and publicity purposes in any media worldwide without notice and without any fee being paid unless otherwise advised by the entrant. By opting-in, entrants confirm that they allow their details to be used for this purpose. If entrants no longer consent to their details being used for future marketing purposes, the entrant should contact The RSC on their details set out below. Any request to update, modify or delete the entrant's details should be directed to the RSC.

## **Meta Disclaimer**

38. This Competition is in no way sponsored, endorsed or administered by, or associated with, Meta.

39. By participating in the Competition, entrants agree to a complete release of Meta from any claims associated with the Competition.