

## Transport for NSW | Westmead Health Precinct – Pledge & Win

### Terms and Conditions

1. By entering the “Transport for NSW (“TfNSW”) | Westmead Health Precinct - Pledge and Win Competition” (the “**Competition**”), you are agreeing to the following terms and conditions (“**Terms**”).
2. Information on how to enter forms part of the terms of entry.
3. Subject to clause 4, the Competition is only open to individuals aged 18 years of age and older who are either staff members, students or visitors at one of the following institutions:
  - a. Western Sydney Local Health District;
  - b. Sydney Childrens Health Network (Westmead);
  - c. Westmead Private Hospital;
  - d. NSW Pathology;
  - e. The Westmead Institute of Medical Research;
  - f. Childrens Medical Research Institute;
  - g. University of Sydney, Westmead Campus; and
  - h. Western Sydney University, Westmead Campus.

(the “**Participants**”)

4. Employees and their immediate families of TfNSW and its associated agencies and companies are not eligible to enter the Competition.

### Background Information

5. TfNSW periodically runs programs to encourage patronage on the NSW public transport network and encourage active transport. As part of these programs, TfNSW is operating stalls at the Westmead Health Precinct (the “**Precinct**”) in 2024 (“**Stall**” or “**Stalls**”) to encourage Participants to either walk, cycle or use public transport when commuting to the Precinct.
6. Participants can complete a pledge form at the Stalls stating their intention to either walk, cycle or use public transport when commuting to the Precinct during the Competition Period. These Participants will go in a draw for their chance to win a \$100 Opal Card.

### How to Enter the Competition

7. The Competition commences on **Monday 8 April 2024 at 06:00 AEST** and closes on **Thursday 6 June 2024 at 21:00 AEST** (the “**Competition Period**”).
8. To enter the Competition, Participants must:
  - i. complete the pledge form at a Stall;
  - ii. fulfill the pledge in their pledge form for the duration of the Competition Period; and
  - iii. update TfNSW on their travel experience during the Competition Period in a short summary using the link TfNSW provides.

(“**Entry**” or “**Entries**”).

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9. Only one Entry per Participant is permitted.

### **Moderation and Prize Draw**

10. Entries are subject to moderation and TfNSW reserves the right to exclude or disqualify Entries that do not comply with these Terms.
11. This Competition is a game of chance. TfNSW will award the Prize listed in clause 12 at random to 3 Participants who submit a valid Entry (“**Winner**” or “**Winners**”) on 13 June 2024 at 231 Elizabeth Street Sydney NSW 2000.
12. Each Winner will receive a \$100 Adult Opal Card, subject to the conditions in clause 15 (“**Prize**” or “**Prizes**”).
13. Winners will be notified by email on 17 June 2024.
14. Winners must redeem their Prize by 5:00pm AEST Monday 1 July 2024 by return emailing TfNSW to accept the Prize and providing their postal address.

### **Prize Terms**

15. The Prizes are subject to the following terms:
  - a. The Prizes will be delivered to the Winner’s nominated postal address;
  - b. The Prizes are valid for travel on all public passenger services where the Prizes are an acceptable ticket for travel;
  - c. The Prizes do not provide access to Sydney Airport stations. Additional station access fees are payable at those stations;
  - d. Use of the Prize is subject to Opal Terms of Use, available at <https://transportnsw.info/tickets-opal/opal/opal-terms-of-use>.
16. Any Prize not redeemed by 5:00pm AEST on Monday 1 July 2024 will be forfeited by the Winner and returned to the Prize pool to be redrawn at the discretion of TfNSW.
17. The Prize cannot be transferred to another person nor can the Prize be redeemed for cash.
18. Refunds or balance transfers will not be provided for any unused part of the Prize. TfNSW is not responsible for replacing any lost or stolen Prize. Damaged Prizes may be replaced at the sole discretion of TfNSW.
19. The Prize may not be sold, on-sold, exchanged for fee or reward or other valuable consideration or otherwise commercially dealt with.

### **General**

20. TfNSW’s decision regarding the Winners is final and no correspondence regarding the result will be entered into.
21. Participants are responsible for any costs incurred in, or related to, participating in the Competition. TfNSW is not liable for any travel, accommodation or other costs incurred by the Participants in accepting, attending or participating in the Competition.
22. By participating in the Competition, the Winners agree to participate and co-operate as required in all editorial activities relating to the Competition, including but not limited to being interviewed, photographed and social media activity. The Winners grant TfNSW a

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licence to use any footage and photographs and the Winners will receive no fee if material is used.

23. Participants grant TfNSW a perpetual, non-exclusive, royalty-free, irrevocable, transferable licence (which includes the right to sub-license to third parties) to exercise the Intellectual Property in the entry for the purposes of the Competition or any other activities of TfNSW.
24. TfNSW is not liable for any loss, damage, personal injury or death whatsoever (including, but not limited to, any direct, indirect or consequential loss) suffered or sustained in connection with the Competition, the use of a Prize or any act or omission (whether negligent or not) of TfNSW or any person associated with any of TfNSW, except to the extent that any liability cannot be excluded by law.
25. It is a condition of accepting the Prize that the Winners may be required to sign a legal release in a form determined by TfNSW in its absolute discretion.
26. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders TfNSW's ability to proceed with the Competition on the dates and in the manner described in these Terms, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, TfNSW may in its absolute discretion cancel the Competition and recommence it from the start on the same conditions.
27. TfNSW takes no responsibility for Prizes damaged or lost in transit, or late, lost or misdirected mail.
28. TfNSW will not be liable for any misadventure, accident, injury, loss (including but not limited to consequential loss) or claim that may occur: whilst undertaking any travel won on or connected with an Entry; or in the participation in any Prize; as a consequence of late, lost or misdirected mail; in relation to failure of an entry to be received by TfNSW on account of technical problems or traffic congestion; arising from or related to any problem or technical malfunction of any computer equipment, software, internet connection, any injury or damage to entrant's or any other person's computer software related to or resulting from participation in this Competition.
29. TfNSW assumes 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.
30. If for any reason the Competition is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the control of TfNSW which corrupt or affect the administration security, fairness, integrity or proper conduct of the Competition, TfNSW 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.
31. TfNSW collects Participants' personal information in order to conduct the Competition. For information about how your personal information is collected, used and disclosed by TfNSW, please see our Privacy Policy at [www.transport.nsw.gov.au/about/privacy](http://www.transport.nsw.gov.au/about/privacy).
32. TfNSW will keep your information at 231 Elizabeth Street Sydney NSW 2000. You can access or seek the correction of your personal information held by us at any time during

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business hours, by sending a request to [privacy@transport.nsw.gov.au](mailto:privacy@transport.nsw.gov.au) or *Locked Bag 5085 Parramatta 2124*.

33. If the personal information requested is not provided, the Participant's Entry will not be valid. By entering the Competition, unless otherwise advised, each Participant also agrees that TfNSW may use this information for future promotional, marketing, social media or publicity purposes without any reference, payment or other compensation to the entrant. The Participant may opt out of receiving further information from TfNSW by emailing [privacy@transport.nsw.gov.au](mailto:privacy@transport.nsw.gov.au).