

TERMS AND CONDITIONS

Youth Safety Program

General

1. By participating in the Youth Safety Program (**Promotion**), you will be deemed to have:
 - a) accepted these terms and conditions; and
 - b) expressly consented to our use of your personal information under the *Privacy Act 1988* (Cth), *Spam Act 2003* (Cth), and other related communication and privacy legislation for marketing and other NRMA business purposes.
2. The promoter is National Roads and Motorists Association Limited, trading as The NRMA ABN 77 000 010 506 of Level 13, 151 Clarence Street, Sydney, NSW 2000 (**Promoter**).
3. The Promotion commences at 9:00am (AEST) on Monday 12 July 2021 and entries close at 5:00pm (AEST) on Sunday 19 September 2021 (**Promotional Period**).
4. Entry is open to NSW and ACT residents only.
5. Participants must be over the age of fourteen (14) years old to enter the Promotion.

How to Enter

6. To validly enter this Promotion, entrants must:
 - a) use the QR code provided at the end of the workshop by the presenter/teacher to access the evaluation survey;
 - b) complete the post program student evaluation survey by scanning the QR code during the Promotional Period and include your name, school and any other information so requested; and; and
 - c) seek their parent's or guardian's consent to enter the Promotion (**Participant**).
7. Only one (1) entry may be submitted per Participant.
8. All entries will have an equal chance of winning.
9. This is a game of chance and skill plays no part. The Promoter's decision is final and no correspondence will be entered into with Participants.
10. All entries, once submitted, become the property of the Promoter.

Eligibility

11. Entry is open to students who have participated in one of the Promoter's road safety programs for high schools within NSW and ACT only.
12. Employees of the Promoter and its Related Bodies Corporate (as this term is defined in the Corporations Act) and their immediate family, and any person involved in the management of the Promoter and their immediate family, are prohibited from taking part in the Promotion.
13. To protect the integrity of the competition, the Promoter reserves the right, at its sole discretion, to verify, at any time (including after the closing of the Promotion) the validity of all entries (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits invalid, incomplete, indecipherable, or illegible entries or tampers with the entry process or uses any automated entry software or any other mechanical or electronic means to submit repeated entries.

Draws and Prizes

14. The draw will take place at the premises of the Promoter, being 151 Clarence Street, Sydney NSW 2000 at 9:30am (AEST) on Tuesday 5 October 2021.
15. There will be one (1) draw.
16. There is one (1) prize to be given away to one (1) Participant. The first valid entry drawn will win their choice of either:
 - a) an electronic voucher for three (3) x one (1) hour driving lessons with an NRMA Driving School valued at \$255; or
 - b) a \$200 e-gift card.

17. The total prize pool value is \$455.
18. There are no bonus prizes awarded in this Promotion.
19. The prize value is correct at the time of printing and the Promoter accepts no responsibility for any subsequent variation in the prize value.
20. If the winning participant elects to receive the electronic voucher for the driving lessons this prize must be redeemed within 12 months of notification.
21. If any prize (or part of any prize) is unavailable, the Promoter reserves the right to substitute the prize (or part of the prize) with a prize of equal value or specification, subject to any written directions given by the appropriate State or Territory Lottery Departments. No responsibility or liability is accepted for any variation in the value of the prizes. All prize values are in Australian dollars.
22. Prizes are not exchangeable, transferable, or redeemable for cash.
23. The winning Participant's teacher will be notified by email on Tuesday 5 October 2021 and have their school name published on the program webpage (<https://www.mynrma.com.au/livelearndrive>). Only the contact teacher and/or the school where the winning Participant attends will receive written notification. Winners who cannot be reached within one (1) month via their contact teacher and their school will be disqualified and their prize made eligible for redraw under clause 26.
24. The winning Participant's teacher must notify the winning Participant, communicate with the NRMA and the winning Participant for the prize election, and promptly pass the prize on to the winning Participant.
25. The Promoter will not be liable for any actions taken by the teacher or the school of the winning Participant, including but not limited to failing to notify the winning Participant of the prize or failing to pass on the prize to the winning Participant.
26. The draw for any unclaimed prizes will take place at 9:30am (AEST) on Tuesday 2 November 2021, subject to any directions from a regulatory authority. The winning Participant's teacher will be notified by email on Tuesday 2 November 2021 (and have their school name published on the program webpage (<https://www.mynrma.com.au/livelearndrive>)).
27. Any dispute in relation to these Conditions of Entry or the Promotion will be determined at the sole discretion of the Promoter's Program Manager of Education.

Personal Information and Privacy

28. The details contained in each Participant's entry are protected by security safeguards as detailed in the Promoter's Privacy Policy, which is available at www.mynrma.com.au. Personal information will only be used in accordance with the Promoter's Privacy Policy and these Terms and Conditions.
29. You can contact the Promoter's Privacy Officer if you would like details of the personal information that the Promoter may hold about you or if you would like it to be corrected. Our Privacy Officer's contact details are:

Privacy Officer
9 Murray Rose Avenue,
Sydney Olympic Park
NSW 2127

or via email at

privacy.officer@mynrma.com.au
30. The Promoter may, for an indefinite period, unless otherwise advised, use a Participant's personal information (such as name, age, membership number and image, mobile phone number, email address) and any other information provided to the Promoter pursuant to this Promotion without remuneration or compensation to the Participant for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning you and promoting the NRMA, its business and related companies.

Limitation of Liability

31. Subject to any applicable guarantee, warranty, right or condition which cannot by law be excluded or limited, or the exclusion of which would invalidate some or all of these Conditions of Entry,

including without limitation under the *Competition and Consumer Act 2010 (Cth)* and the *Australian Consumer Law (Non-excludable Condition)*, the Promoter is not responsible for and excludes all liability (including negligence) for and in relation to any loss or damage (including loss of opportunity, loss of profit, and any indirect, special or consequential loss) arising in any way suffered or incurred (including without limitation death or injury) by reason of any act or omission, including without limitation negligence, by the Promoter in connection with the Promotion. Without limitation, this applies to:

- a) any technical errors or equipment malfunction including any interruption, defect, or delay in operation or transmission or a carriage service, communications line or network (whether or not under the Promoter's control);
 - b) any unauthorised access to or third party interference with the Promoter's CAD;
 - c) any entry that is late, lost, altered, deleted or misdirected (whether before or after receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; and
 - d) any tax or other regulatory liability incurred by a Participant in relation to a Participant's participation in the Promotion.
32. Subject to any Non-excludable Condition, all guarantees, representations, conditions and warranties of any nature are expressly excluded.
33. To the fullest extent permitted by law, any liability of the Promoter or its employees or agents for breach of any such rights is limited to the payment of the costs of having the prize supplied again.
34. Subject to the approval of the applicable regulator, all guarantees, representations, conditions and warranties of any nature are expressly excluded.
35. Subject to the approval of the applicable regulator, the Promoter may:
- a) modify or suspend the Promotion if all entrants participating in the competition until that point are notified of the changes to these Conditions of Entry, upon notification of any such changes, the affected entrants may terminate their participation in the competition without any liability to the entrant; or
 - b) terminate or cancel the Promotion.
36. The Promoter makes no representations or warranties as to the quality, suitability or merchantability of any goods or services offered as part of the Promotion.
37. The Promoter will not be liable for any modification, suspension, termination or cancellation.
38. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.