

Traffic & Highway Patrol Command and Youth Command Sticker Design Competition Terms and Conditions

Introduction

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this competition is deemed acceptance of these Terms and Conditions.
2. The promoter ("Promoter") of the Traffic & Highway and Youth Command Road Safety Sticker Competition ("the Competition") is the NSW Police Force (ABN 43 408 613 180)
3. The Competition commences at 12:00pm AEST on 14 May 2021 and closes at 11:59pm AEST on 28 May 2021 ("the Promotion Period")
4. This Competition is in no way sponsored, endorsed or administered by, or associated with Facebook. You understand that you are providing your information to the Promoter and not to Facebook.
5. Participants must obtain consent of parent or guardian or school prior to entering this competition, and provide written confirmation of the acceptance of these terms and conditions if required by the Promoter. The competition is open to NSW Primary School aged children from Kindergarten to Year 6 inclusive.

How to enter

6. To enter the competition and to be eligible to win, entrants (the "Entrant") must during the Promotion Period:
 - (a) send their design by email to riseup@police.nsw.gov.au
 - (b) read the Terms and Conditions which are available at: https://www.police.nsw.gov.au/safety_and_prevention/safe_and_secure/road_safety
You acknowledge that you are deemed to have read and accepted these Terms and Conditions when you enter the Competition by emailing your entry;
 - (c) attach your design to the email as an image, PDF, .jpg or .png file (maximum file size 10MB). This file and design must comply to the Design Specifications. You also agree to provide the original graphic design artwork files to the Promoter if requested;
 - (d) include in your email the applicant's full name, age, gender, valid email address, home address and contact telephone number or if you are a school list the applicants' details and provide the school's email address;
 - (e) submit your nomination.After having completed steps (a) to (e) you will automatically receive one (1) Entry into the Competition. By participating in the Competition you permit other people to like, comment, and share your design on various platforms, such as email, Facebook, Instagram, Twitter, Pinterest and other social media platforms.
7. Entries must be submitted via the site and must be received within the Promotion Period. No other form of entry will be accepted. All entries are deemed to be received at the time of receipt in the promotion database and not at the time of transmission by the Entrant. The Promoter's records as to time of receipt are considered final and conclusive.
8. Incomplete entries, indecipherable entries or entries with incorrect contact details are not eligible to win.
9. There is a limit of one (1) entry permitted per entrant.
10. If there is a dispute as to the identity of an Entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the Entrant.

Content

11. When an Entrant submits a 'Road Safety Sticker' design ("Content"), the Entrant, unless the Promoter advises otherwise, licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display such Content for any purpose in media, without compensation, restriction on use, attribution or liability. Entrants agree not to assert any moral rights in relation to such use and warrant that they have the full authority to grant these rights. If the Promoter uses your design, you will not receive any royalties.
12. Entrants agree that they are fully responsible for the Content they submit. The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove any Content without notice for any reason whatsoever. Entrants warrant and agree that:
 - (a) they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publications;
 - (b) they will obtain prior consent from any person or property that features in their Content;
 - (c) they will obtain full prior consent from any person who has jointly created or has any rights in the Content, to the uses and terms herein;
 - (d) their Content shall not contain viruses or cause injury or harm to any person or entity; and
 - (e) they will comply will all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.

Prize

13. The Promoter may choose one or two winners and reserves the right to choose one or two runners up during the Competition. Winners will be chosen by a panel of judges selected by the Promoter (Commander Traffic & Highway Patrol South and Commander Youth Command). The Winners are determined by a game of skill and chance plays no part in determining the winners. Each entry will be individually judged based on the creative merit of the Traffic & Highway Patrol Command and Youth Command Sticker design submitted. All decisions of the Promoter and its representatives are final and binding. All entries are subject to verification, confirmation and compliance with these Terms and Conditions.
14. Winner notification: The Winners will be notified by email within one (1) week after the Competition has ended, or as soon thereafter as reasonable practicable. Winners' details will also be posted on the site. If a potential Winner cannot be contacted as specified above, or if he/she is deemed ineligible for any other reason in the Promoter's sole discretion, the Winner will be disqualified, he/she will forfeit his/her prize, and an alternate Winner may be selected in his/her place from among all remaining eligible entries.
15. The competition prize pool for winners and runners up will be:
 - a) winning design will be used as a new Road Safety sticker design, and will be printed and distributed to a range of schools
 - b) An invitation to a prize presentation at an agreed date, time and venue.
 - c) an official NSW Police Force plush toy
 - d) A tour of or a visit to the winner's school from a NSWPF Traffic & Highway Patrol Command, which will be determined by the NSWPF based on availability and subject to the winner being able to satisfy any age, legal or other requirements required by the NSW Police Force.
16. Only winners who are residents of New South Wales will be eligible for the prize pool. No travel or accommodation costs will be included in the prize pool.

General

17. In the event of war, terrorism, state of emergency, pandemic or disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the Competition or suspend or modify a Winner terms, subject to any written directions from a relevant regulatory authority.
18. Prizes are not transferable or exchangeable and cannot be redeemed for cash.
19. Without limiting any other terms herein, the Entrant indemnifies the Promoter for any breach of the terms within these Terms and Conditions.
20. The Promoter's decision in relation to any aspects of the competition is final and binding on every Entrant and no correspondence will be entered into.
21. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Competition.
22. Entrants consent to the Promoter using the Entrant's name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting the Competition (including any outcome), and promoting the NSW Police Force, any products manufactured, distributed and/or supplied by the Promoter.
23. If the Competition is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the competition, as appropriate. The Promoter has no control over the internet, networks or lines including any computer viruses or bugs and server problems, and accepts no responsibility for problems associated with them whatsoever.
24. Any costs associated with accessing the Competition website is the Entrant's responsibility and is dependent on the internet service provider used.
25. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of this Competition.