

## **Terms and Conditions**

By entering this competition, the entrant acknowledges and agrees to be bound by the Terms and Conditions below.

### **General**

1. TCCS reserves the right to change the Terms and Conditions of this competition at their discretion.
2. TCCS will not be responsible for any incorrect or inaccurate information concerning the competition or for any technical errors that occur during the administration of the Competition.
3. By entering this competition, entrants agree that TCCS and its directors, and other groups supporting the competition, are not liable for any loss or damage of any kind to the entrant or other person in connection with this competition.
4. Public voting means selecting 'like' on the preferred entry.
5. Entrant means any person providing an entry into this competition.

### **Entries**

6. Entries may be made by all ACT and surrounding residents.
7. There is no age limit for the entries. It is a condition of entry that where a minor makes an entry, the entry is considered to have been entered with parent or guardian consent in accordance with these Terms and Conditions.
8. Only one entry per person is permitted and must be made using the entry form.
9. All entries will be considered from the time the competition is live on YourSay to the close date.
10. The entry must be submitted using the YourSay platform.
11. The entry must not contain any rude, defamatory, discriminatory or other offensive or inappropriate language.
12. Entries will be vetted against the Terms and Conditions by a dedicated YourSay representative, with any suspected breaches of the Terms and Conditions in an entry being referred to Transport Canberra and City Services Communications team for approval or rejection.
13. The validity of the entry is determined at the sole discretion of Transport Canberra and City Services Communications Team.

### **Entry Selection and Prize**

14. Public voting will be live immediately from the launch of this competition and will close at 5pm on 31 May 2024 (close date). Any votes received after this date and time will not be accepted.
15. Any automated votes will not be counted.
16. The three valid entries with the most public votes at the competition close date will be deemed the winners.
17. Winning entry names will be notified on the YourSay platform following the close date of the competition. The entrant details will not be published, and the entrant will not be notified.
18. TCCS reserves the right to verify the authenticity of entries and compliance with these Terms and Conditions.
19. The decision of TCCS Communications is final and without appeal in all matters regarding this competition.
20. In the case of an ineligible entry being chosen as a winner, the next entry with the highest public votes will be selected.

21. The prize for the winning entrants is the entry name being allocated to a piece of equipment owned by the Territory as part of the new City Services fleet. This does not attribute any ownership in any way to the entrant for any part of the City Services fleet or other property owned or operated by the Territory.
22. TCCS are not responsible for arranging or paying for any additional or ancillary costs associated with the prize.
23. TCCS shall not be liable for any loss suffered or sustained in connection with the prize, except for liability, which cannot be excluded by law.

#### **Copyright, Moral Rights and Rights of Usage**

24. By entering the competition, the entrant confirms that:
  - a. The entry has not been published for any commercial gain and that they are the sole owners of copyright. TCCS are not responsible for any violation of third-party rights to the entry.
  - b. They consent for the Territory to not attribute the authorship of the entrant when using the work for any purpose, including but not limited to in exhibitions, in publications, on websites and social media for the purposes of the competition and in use in other areas of TCCS or the public.
  - c. Unless otherwise stated, they grant TCCS a royalty-free, perpetual, worldwide, non-exclusive, irrevocable licence (including a right to sublicense) to reproduce, amend, crop, edit, enlarge, publish or exhibit the Entry name in any way determined at the sole discretion of TCCS or their Subcontractors.

#### **Privacy**

25. The collection of personal information is limited to that required by the YourSay webpage and is necessary to allow TCCS to authenticate the entry. Personal information may be used or disclosed in accordance with the *Information Privacy Act 2014*. The personal information you provide may be disclosed to other ACT Government directorates, and third parties external to the ACT Government, as required by legislation. The Privacy Statement contains information about what information TCCS collects and to whom it is disclosed. The privacy statement also contains information about how you may access or seek to correct your personal information held by TCCS, and how you may complain about an alleged breach of the Territory Privacy Principles.
26. The Transport Canberra and City Services Privacy Policy is available online at <https://www.cityservices.act.gov.au/privacy>.