

Zero Excuses – Drivers’ Pledge Terms and Conditions

1. Instructions on how to pledge and other information contained within the promotional advertisements form part of these terms and conditions. By participating, in this promotion entrants agree to be bound by these terms and conditions.
2. Only pledges submitted online at www.zeroexcuses.com.au between Saturday June 30 and August 17 2018 are eligible and will be posted to the website.
3. A pledge consists of a completed entry form that includes but not limited to: First name, Surname (not mandatory), Email, Year of birth, Image upload (not mandatory), Agreement of T&C and Privacy Policy, Agreement to receive Zero Excuses updates (not mandatory.)
4. All mandatory entry fields must be completed to be considered a valid pledge.
5. If submitting an image the entrant MUST own the copyright in any photograph you upload (or otherwise be entitled to use the photograph in this way) and have the permission of any individual depicted (and be their parent/guardian in the case of any child under the age of 18.)
6. Entry is open to all residents of Western Australia 18 years and over.
7. It is a condition of entry that all those who pledge agree to have their name, suburb, pledge and any submitted images published online, via social media and across print for publicity purposes. By participating in this promotion, participants signify their acceptance of all terms and conditions, and the requirement to participate in promotional activity if required.
8. Entrants agree that they are fully responsible for any materials they submit via the Competition including but not limited to comments and photographs (“Content”). The Promoter shall not be liable in any way for such Content to the full extent permitted by law. Entrants warrant and agree that:
 - a) They will not submit any Content that is unlawful or fraudulent, or 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 publication;
 - b) Their Content shall not contain viruses or cause injury or harm to any person or entity;
 - c) They will obtain prior consent from any person or from the owner(s) of any property that appears in their Content;
 - d) They are the parent or legal guardian of any child and/or children appearing in any Content and give consent to the use of the Content for the purposes described in these terms and conditions;
 - e) They are the owner of copyright in the Content, or they have obtained full prior consent from any person who has jointly created or has any rights in the Content, and the Content does not infringe the rights of any third party;
 - f) They consent to any use of the Content which may otherwise infringe the Content creator’s/creators’ moral rights pursuant to the Copyright Act 1968 (Cth) and warrant that they have the full authority to grant these rights; and
 - g) They will comply with 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.
9. Entrants acknowledge that the public will have the capacity to share and comment on the Content, and will not hold the Promoter or Sponsor liable for the publication of any comments, whether derogatory, offensive, racist, defamatory or otherwise, posted in relation to the Content.
10. All those who pledge release from, and indemnify *West Australian Newspaper Limited* against, all liability, cost, loss or expense arising out of participation in the promotion including (but not limited to) loss of income, personal injury and damage to property and

whether direct or consequential, foreseeable, due to some negligent act or omission or otherwise.

11. *West Australian Newspaper Limited* and associated agencies accept no responsibility for any loss, damage, accident, death or injury resulting from the promotion.
12. The Promoters reserve the right to disqualify any individual and remove any pledge the promoters believes have breached any of these terms and conditions, are of inappropriate nature or engage in any unlawful or other improper misconduct. The Promoters have legal rights to recover damages or other compensation from such an offender.
13. The Promoters' decision will be final and cannot be contested. No correspondence will be entered into. The Promoters reserve the right to limit entry or amend rules if considered necessary without notice.
14. The Promoters reserve the right to reasonably amend or vary these terms and conditions at it deems necessary at its sole discretion, orally or in writing.
15. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the promotion 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 Promoter may in its absolute discretion cancel the promotion and recommence it from the start on the same conditions.
16. West Australian Newspapers and its associated agencies and companies will not be liable for any misadventure, accident, injury, loss (including but not limited to consequential loss) or claim that may occur:
 - i. during entry into the promotion
 - ii. during the judging;
 - iii. whilst undertaking any travel connected with their entry into the promotion;or
 - iv. in accepting of or participating in the prize;
 - v. as a consequence of late, lost or misdirected mail;
 - vi. due to the publication of any material, including any statements made by any compere, staff member, journalist, other entrants or any other person;
 - vii. in relation to failure of an entry to be received by the Promoter on account of technical problems, website or phone anomalies, or traffic congestion; or
 - viii. to entrant or any other person's computer software, computer equipment or data, or internet connection resulting from or related to participation in this Promotion;
 - ix. any technical difficulties, technical error or equipment malfunction (whether or not under the Promoter's control);or
 - x. any error, omission, interruption, deletion, delay, defect, theft, unauthorised access or third party interference.
17. The Entrant consents to the use by *West Australian Newspapers Limited*, its related corporations (as defined by the Corporations Act 2001), of the Entrant's details and acknowledges that *West Australian Newspapers Limited* and related corporations may, at their discretion disclose and use those details for the purpose of providing them with goods or services, communicating with Entrants, planning, research, product and business development and sales, the competition and marketing (whether target, direct or indirect) of their businesses, services or products or those of a third party which it believes may be of benefit to them.

18. If an Entrant does not want their details to be used for the purposes stated in the above clause please write to The West Australian email privacy@wanews.com.au or post to Privacy Officer, GPO Box D162 Perth WA 6840 and *West Australian Newspapers Limited* will ensure that the details are not used for that purpose.
19. The details will also be used to investigate complaints, as required or permitted by any law, to enable *West Australian Newspapers Limited* to perform their obligations under this or any other agreement and to ensure that an Entrant performs their obligations under this or any other agreement.
20. To access personal information kept by Seven West Media please refer to the Privacy Policy. Please note that information will only be provided to the person detailed and current photographic identification may be required prior to the release of any personal information.
21. Seven West Media Privacy Policy applies and the full version can be viewed online at www.sevenwestmedia.com.au/privacy-policies/privacy
22. On completion of the prize draw, all pledges will be stored for a 12 month period at The West Australian. This is a mandatory requirement of the Gaming and Wagering Commission Act 1987.
23. The promoters are *West Australian Newspapers Limited Group* of 50 Hasler Road, Osborne Park, WA 6017, (ABN 98 008 667 632).