

Canal to Creek Prize Terms and Conditions

General

1. Information on how to enter and prizes form part of these Terms and Conditions. By entering this promotion, entrants accept these Terms and Conditions. Entries must comply with these Terms and Conditions to be valid.
2. The Promoter is Sydney Motorway Corporation Pty Limited (ABN 47 601 507 591), of 'Chifley Square', Level 9, 1 Chifley Square, Sydney New South Wales 2000, 1800 660 248, under the brand **WestConnex**. WestConnex is a trade mark of Transport for New South Wales (**TfNSW**) and used under licence by the Promoter.

Eligibility

3. Entry is open to all students currently enrolled in Years 7 through 10 of High School in any State or Territory of Australia.
4. The following persons are ineligible to participate:
 - a. directors, management and employees (and their respective Immediate Families) of the Promoter; and
 - b. retailers, suppliers, associated companies and agencies of the Promoter who are associated with this Promotion, and their directors, management and employees (and their respective Immediate Families).

Immediate Family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.

Entry

5. The Promotion commences on 09:00 Monday 16 August 2021 Eastern Standard Time, and concludes on 17:00, Friday 5 November 2021 (**Promotion Period**).
6. To enter, an eligible person must, during the Promotion Period:
 - a. Create an eligible artwork (**Artwork**) (being a two or three-dimensional original work created in response to the Canal to Creek theme (**Theme**));
 - b. Submit a photograph of the Artwork via the web portal 'WestConnex Public Art Portal' (**Portal**) www.canaltocreek.com which must be at least 1500 x 1500 pixels, together with an accompanying artists statement, limited to 100 words, explaining the Artwork with reference to the Theme (each a **Submission**);
 - c. All successful submissions will be profiled in the virtual gallery, publicly accessible. It is the responsibility of the artist to ensure they have permission to include anyone involved in an artwork for the Canal to Creek Prize.
7. Multiple entries are permitted
8. An entry must be received by the Promoter by the end of the Promotion Period or it will not be accepted. Entries are deemed to be received at the time of receipt by the Promoter, not at the time of transmission by the entrant.

Prizes and draw

9. There is a maximum of 13 prizes (each a **Prize**) to be won during the Promotion Period.
10. The Prizes are:
 - a. Year 7 entrants
 - i. First Prize – an Apple iPad valued at \$800 AUD;
 - ii. Second Prize – a \$250 AUD gift voucher;
 - iii. Third Prize – a \$150 AUD gift voucher;
 - b. Year 8 entrants:
 - i. First Prize – an Apple iPad valued at \$800 AUD;
 - ii. Second Prize – a \$250 AUD gift voucher;
 - iii. Third Prize – a \$150 AUD gift voucher;
 - c. Year 9 entrants:
 - i. First Prize – an Apple iPad valued at \$800 AUD;
 - ii. Second Prize – a \$250 AUD gift voucher;
 - iii. Third Prize – a \$150 AUD gift voucher;
 - d. Year 10 entrants:
 - i. First Prize – an Apple iPad valued at \$800 AUD;
 - ii. Second Prize – a \$250 AUD gift voucher;
 - iii. Third Prize – a \$150 AUD gift voucher;
 - e. All entrants:
 - i. A single School Prize - a Canal to Creek Artist visit to an entrant's school.
 - f. All entrants:
 - i. Each Prize winner will receive a decorative trophy.
11. The total Prize pool is \$5,000 AUD.
12. A draw will take place at [7:00pm] 7 February 2022 (the **Draw Date**) at the M8 Motorway Control Centre located at 33 Burrows Road, St Peters, New South Wales (**M8 Motorway Control Centre**).
13. On the Draw Date, the winners will be selected from all valid submissions received during the Promotion Period and will be determined by a panel of judges based on the entrant's ability to: ensure their Artwork engages with the Theme and demonstrates creativity, originality and artistic merit.
14. A limit applies of one Prize per person.
15. Each winner will be notified by email via the email address registered at the time of submissions of its entry via the Portal, or if no email is registered, via the telephone number registered at the time of entry, on or before 14 February 2022.
16. The Promoter will make all reasonable attempts to identify and contact the Prize winners.
17. In the event that a Prize winner cannot be contacted on or before 14 February 2022, despite all reasonable attempts to do so by the Promoter, or a Prize is unclaimed by that time for any other reason whatsoever (including because the winner has forfeited his or her right to the Prize, the winner or the winning entry does not comply with these Terms and Conditions, or otherwise), the Promoter may in its discretion dispose of the relevant Prize as it sees fit.

Other terms

18. All entrants grant to the Promoter a perpetual irrevocable licence to use their Submissions for promotional purposes.

19. Submissions may be displayed by the Promoter in an online gallery for promotional purposes. The Promoter reserves the right to display any Submission in the online gallery at its absolute discretion.
20. On acceptance of a Prize the owner of the relevant Prize-winning Artwork agrees to the transfer of ownership of the Prize-winning Artwork to the Promoter.
21. Prize winning Artworks will be displayed in the M8 Motorway Control Centre.
22. Prizes are not transferable, exchangeable and cannot be redeemed for cash. If a Prize or any element of a Prize is unavailable for any reason, the Promoter may substitute for that Prize, or an element of that Prize, another item of equal or higher value as determined by the Promoter (in its sole and absolute discretion).
23. To the extent permitted by law, the Promoter accepts no responsibility for:
 - a. any late, lost or misdirected entries or other communications; or
 - b. any Internet traffic congestion or problems with, or technical malfunction of, any hardware or software, including but not limited to any damage to the hardware or software of any entrant or other persons related to participation in the Promotion.

The decision of the Promoter is final and binding; no correspondence will be entered into.

24. To the extent permitted by law, the Promoter (including its officers, employees and agents) will not be responsible for any acts of god, acts of terrorism or war (declared or undeclared), state of emergency, disaster, technical failures, security breaches, tampering, unauthorised intervention, fraud, computer viruses or other events beyond the Promoter's control which affect the proper or reasonably anticipated conduct or administration of the Promotion, or prevent the awarding of the Prize in accordance with these Terms and Conditions. If such an event occurs, the Promoter reserves the right to cancel, terminate, modify or suspend the Promotion, subject to any written directions from a relevant regulatory authority.
25. Nothing in these Terms and Conditions limits, excludes or modifies the statutory consumer guarantees provided under the *Competition and Consumer Act 2010* (Cth), or any other implied warranties under any legislation in Australia. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) excludes all liability (including for negligence), for any personal injury or any loss or damage (whether direct, indirect, special or consequential) arising in any way out of the Promotion, including but not limited to where such injury, loss or damage arises out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or Prize claim that is lost, altered, damaged or misdirected due to any reason beyond the reasonable control of the Promoter; (d) any variation in the Prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by an entrant or a winner; (f) participation in the Promotion or any component of the Prize by an entrant or a winner; (g) the conduct, act or omission of any service provider or prize supplier associated with the Promotion; or (h) cancellation or postponement of any portion of the Prize for any reason beyond the reasonable control of the Promoter.
26. The Promoter reserves the right to request verification of age, identity, residential address and any other information from any entrant or winner relevant to entry into or participation in the Promotion. Verification is at the discretion of the Promoter; whose decision is final. The Promoter reserves the right to disqualify any individual who provides false information, fails to provide information, conspires with others to gain an unfair advantage or who is otherwise involved in any way in manipulating, interfering or tampering with the Promotion.
27. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event that they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period of time without remuneration for the purpose of promoting the Promotion (including any outcome. Entrants also consent to the publication of their names in accordance with paragraphs 16 and 20 above, in the event they are the winner of a Prize.
28. Entries remain the property of the Promoter. Details from entries will be collected and used for the purpose of conducting the Promotion (which may include disclosure to third parties, including local lottery authorities, for the purpose of processing and conducting the Promotion) and for promotional purposes surrounding the Promotion. By entering the Promotion entrants consent to the use of their

information as described and agree that the Promoter may collect and use this information, or disclose it to other organisations that may use it, in any media for future promotional, marketing and publicity purposes and/or otherwise in accordance with the Promoter's privacy policy at <https://www.westconnex.com.au/media/obrde24q/wcx-privacy-policy.pdf> without any further reference or payment to the entrants. Entrants may access, change and/or update their personal information and obtain a copy of the Promoter's privacy policy by emailing the Promoter at communityevents@transurban.com.

29. The agreement which comes into force under these Terms and Conditions is governed by, and must be construed in accordance with, the laws in force in New South Wales, and the Promoter and any consumer who participates in the Promotion submit to the non-exclusive jurisdiction of the courts of that State in respect of all matters arising out of or relating to these Terms and Conditions, and the performance or subject matter of the Promotion.