

Terms and conditions

13cabs Cabonus

The following terms and conditions (Terms and Conditions) apply to the 13cabs Cabonus promotion in Sydney and Wollongong (New South Wales), Darwin (Northern Territory), Adelaide (South Australia) and Brisbane, Toowoomba, Rockhampton, Mackay and Bundaberg (Queensland) (the Promotion). By entering into the Promotion, a person warrants that they have read, understood and accepted these Terms and Conditions (Entrant).

Promoter

1. The Promotion is conducted by Black Cabs Combined Pty Ltd (ABN 80 007 321 682) of 35 Downing Street, OAKLEIGH VIC 3166, telephone: 03 9277 3700 (the Promoter).

Promotion Period

2. The Promotion commences at 12.01 am on 1 November 2020 and concludes at 11.59 pm on 30 November 2020 AEDT (Promotion Period).

Entry Requirements

3. Information on how to enter the Promotion forms part of the Terms and Conditions.
4. Entrants can only enter the Promotion in their own name.
5. Entry is only open to:
 - (a) a passenger who takes a taxi trip in a 13cabs vehicle (Passenger); and
 - (b) the driver of that Passenger's taxi (Driver).

(each an Eligible Entrant but together are Eligible Entrants)

6. Employees of the Promoter and any subsidiary, parent company, agent or affiliate of the Promoter (and their immediate families), participating retailers and agencies associated with this Promotion are ineligible to enter.
7. To enter, Eligible Entrants must take a taxi trip in a 13cabs vehicle (Taxi) during the Promotion Period in either Sydney, Wollongong, Brisbane, Toowoomba, Rockhampton, Mackay, Bundaberg, Adelaide or Darwin and provide the following information to the Promoter when requested to do so through the in cab radio:
 - (a) full name;

- (b) mobile number or email address; and
 - (c) where Eligible Entrants are in Adelaide, their residential address.
8. Subject to clause 12 below, Eligible Entrants will only be eligible to win one (1) Prize per entry during the Promotion Period. For abundant clarity, if there is more than one (1) Passenger in a Taxi then only one (1) Passenger in that Taxi is eligible to win the Prize and the Driver will win a Prize.
9. An entry is deemed to be received at the time confirmed by the Promoter and not at the time the Eligible Entrant provides their information to the Promoter.
10. The Promoter reserves the right, at any time, to verify the validity of entries and Entrants (including an Entrant's identity, age and place of residence) and disqualify any Entrant who submits an entry that is not in accordance with these Terms and Conditions, who tampers with the entry process, engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Promotion, or who submits an entry that the Promoter, in its sole discretion, deems to be offensive, inappropriate, defamatory or otherwise not in keeping with the spirit of the Promotion.
11. 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.

Prize, Winners and Winner Notification

12. The Promoter will randomly select the following number of trips per day during the Promotion Period and will award each Eligible Entrant of those trips a \$20 Cabcharge Digital Pass (Pass) redeemable in Australia only (Prize):
- (a) 100 in Sydney;
 - (b) 10 in Wollongong;
 - (c) 50 in Brisbane;
 - (d) 5 in Toowoomba;
 - (e) 10 in Rockhampton;
 - (f) 10 in Mackay;
 - (g) 5 in Bundaberg;
 - (h) 15 in Adelaide*;
 - (i) 4 in Darwin.

Each Prize is valued at \$20.

*The draws for Eligible Entrants in Adelaide will occur randomly between the hours of 11am-11.59am (8 trips) (First Period) and 12pm-1pm (7 trips) (Second

Period) Adelaide time. An active trip will be randomly selected every 7 minutes during the First Period and every 8 minutes during the Second Period throughout the Promotion Period.

In South Australia, all 30 daily prizes are allocated to winners each day of the promotion. There will be no unclaimed prize pool.

13. The total Prize pool is \$250,800 and is comprised of the following:

- (a) Sydney
 - i. \$60,000 for each Eligible Entrant who is a Passenger in a Taxi; and
 - ii. \$60,000 for each Eligible Entrant who is the Driver of the Passenger's Taxi.
- (b) Wollongong
 - i. \$6,000 for each Eligible Entrant who is a Passenger in a Taxi; and
 - ii. \$6,000 for each Eligible Entrant who is the Driver of the Passenger's Taxi.
- (c) Brisbane
 - i. \$30,000 for each Eligible Entrant who is a Passenger in a Taxi; and
 - ii. \$30,000 for each Eligible Entrant who is the Driver of the Passenger's Taxi.
- (d) Toowoomba
 - i. \$3,000 for each Eligible Entrant who is a Passenger in a Taxi; and
 - ii. \$3,000 for each Eligible Entrant who is the Driver of the Passenger's Taxi.
- (e) Rockhampton
 - i. \$6,000 for each Eligible Entrant who is a Passenger in a Taxi; and
 - ii. \$6,000 for each Eligible Entrant who is the Driver of the Passenger's Taxi.
- (f) Mackay
 - i. \$6,000 for each Eligible Entrant who is a Passenger in a Taxi; and
 - ii. \$6,000 for each Eligible Entrant who is the Driver of the Passenger's Taxi.
- (g) Bundaberg
 - i. \$3,000 for each Eligible Entrant who is a Passenger in a Taxi; and
 - ii. \$3,000 for each Eligible Entrant who is the Driver of the Passenger's Taxi.
- (h) Adelaide
 - i. \$9,000 for each Eligible Entrant who is a Passenger in a Taxi; and
 - ii. \$9,000 for each Eligible Entrant who is the Driver of the Passenger's Taxi.
- (i) Darwin
 - i. \$2,400 for each Eligible Entrant who is a Passenger in a Taxi; and
 - ii. \$2,400 for each Eligible Entrant who is the Driver of the Passenger's Taxi.

14. Winners will be notified by the Promotor through the in-cab radio during their Taxi trip. In addition, all the winners in Darwin at the end of the Promotion Period will also be published on the Promoter's website at www.13cabs.com.au on 4 December 2020.
15. Once the winners have provided their full name, mobile number and/or email address and their residential address (for winners in Adelaide only) to the Promotor during their trip then they will be sent an SMS with the Prize within 7 days.
16. To redeem the Prize you must click on the link contained in the SMS or email to the winner.
17. Any ancillary costs associated with redeeming the Prize are not included. Any unused balance of the Prize will not be awarded as cash. Redemption of the Prize is subject to any terms and conditions of the issuer including those specified on the Pass.

Prize Restrictions

18. In order to redeem the Prize, the winner will require an iPhone 6 or later and with iOS 9 or later or an Android phone with NFC and Lollipop 5.0 or above. If the winner does not have a compatible phone, the winner will need to contact the Promotor by email at customer.care@13cabs.com.au or by telephone on 1300 039 187 and provide their postal address for a \$20 Cabcharge FLEXeTICKET to be sent to their nominated address.
19. If there is more than one (1) Passenger in the Taxi then the Passenger who booked the Taxi will be awarded the Prize or if the Taxi was hailed then the Passengers in the Taxi can nominate one (1) Passenger to receive the Prize. If the Passengers cannot agree to one (1) Passenger, then the Promotor can choose the Passenger and award that Passenger the Prize in its absolute discretion.
20. Subject to the unclaimed Prize draw clause below, if for any reason whatsoever a Prize winner does not provide their full name and mobile number or email address and residential address (for Eligible Entrants in Adelaide only) at the time the Promotor notifies them that they have won, then the Prize will be forfeited by that winner which results in the Prize being forfeited by both the winner and their Driver (or in the case of the winner being the Driver, the Driver and their Passenger), and neither cash nor any other Prize will be awarded in lieu.

21. Prizes, or any unused portion of a Prize, are not transferable or exchangeable and cannot be taken as cash.
22. If any Prize (or part of any Prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the Prize (or that part of the Prize) with a Prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
23. For any unclaimed Prizes the Promoter will continue to randomly select trips and award any unclaimed Prizes to Eligible Entrants until all Prizes are claimed.

Participation in Promotions

24. Each winner must, at the Promoter's request, participate in any marketing and promotional activity in relation to the Promotion, free of charge. Eligible Entrants consent to the Promoter using the Eligible Entrant's name, likeness, image, entry and/or voice in the event they are a winner (including any photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Promotion (including any outcome) and promoting the business of the Promoter.
25. If for any reason whatsoever a winner does not participate in any part of the Promotion which they are required to participate in then they will be deemed to have forfeited their rights under the Terms and Conditions and are not entitled to cash or any other prize in lieu.

General

26. If, for any reason, the Promotion is not capable of being run as planned, including (but not limited to) due to infection by computer virus, bugs, network failure, tampering, unauthorised intervention, fraud or any other causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion, the Promoter reserves the right in its absolute discretion to take any action that may be available to it, subject to State and / or Territory regulations, including cancelling, terminating, modifying or suspending the Promotion.
27. The Promoter reserves the right to change the Promotion, or part of the Promotion, at any time, subject to any written directions from a regulatory authority.

28. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. Incomplete or indecipherable entries will be deemed invalid.
29. If this Promotion 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, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law to: (a) disqualify any Entrant; or (b) subject to any written directions from a regulatory authority, modify, suspend, terminate or cancel the Promotion, as appropriate.
30. To the extent permitted by law (including the Australian Consumer Law), each Entrant releases the Promoter and indemnifies the Promoter against all liability, cost, loss or expense arising out of acceptance of any Prize or participation in the Promotion including (but not limited to) loss of income, loss of opportunity, personal injury and damage to property, whether direct or consequential, foreseeable, due to some negligent act or omission or otherwise.
31. Other than any liability that cannot be excluded by law (including the Australian Consumer Law), the Promoter (including its officers, employees and agents) excludes all liability (including negligence), for any personal injury suffered or sustained in connection with this Promotion or any Prizes; and any loss or damage (including loss of opportunity), whether direct, indirect, special or consequential, arising in any way out of the Promotion, including, but not limited to, where arising out of the following:
- (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 late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;
 - (d) Any tax liability incurred by a winner or Eligible Entrant. Independent financial advice should be sought; or
 - (e) Participation in any aspect of the Promotion.
32. As a condition of participation in the Promotion, each Eligible Entrant may be required to sign legal documentation as and, in the form, required by the Promoter in their absolute discretion, including but not limited to a legal release and indemnity form.

33. By entering this Promotion, each Entrant acknowledges and agrees that:
- (a) They will at all times conduct themselves in a proper manner, having consideration for other Entrants, the Promoter and any other person;
 - (b) If any entry is deemed inappropriate, offensive, or otherwise unsuitable by the Promoter, the entry will be deemed to be invalid, without recourse to the Promoter or any other person; and
 - (c) They indemnify the Promoter for any damage, loss, cost or expense caused to any third party, property, any person or otherwise (Relevant Cost) as a result of their actions or omissions during the conduct of the Promotion (including any loss or damage suffered as a result of the Eligible Entrant breaching clauses 24, 30, 31(c) and (d) of these Terms and Conditions) and must promptly pay any Relevant Costs to the Promoter (or any other relevant person) on demand.
34. The Promoters Customer Care team can be contacted by email at customer.care@13cabs.com.au or by telephone on 1300 039 187 to discuss the conduct of the Promotion or the Prizes.

Personal Information

35. All entries become the sole property of the Promoter.
36. If an Entrant does not provide their personal information, the Entrant will not be able to enter the Promotion.
37. Each Entrant's personal information will be used and disclosed by the Promoter in accordance with these terms and the Promoter's Privacy Policy, available at <https://book.13cabs.com.au/Privacy> or on request to privacy@13cabs.com.au. The Promoter will not disclose an Entrant's personal information overseas.
38. By submitting an entry into the Promotion each Entrant warrants that the Entrant consents to the Promoter using their personal information as contemplated by these Terms and Conditions.
39. The Promoter collects personal information in order to conduct the Promotion and provide any goods or services requested and may, for those purposes, disclose such information to third parties, including but not limited to, affiliates, Prize suppliers or regulatory authorities and for any purpose to which the Entrant has previously consented, including but not limited to, future promotional, marketing and publicity purposes.

40. The Promoter may use and disclose the Entrant's personal information for direct marketing purposes, unless the Entrant opts out, which they can do at any time in accordance with the Promoter's Privacy Policy.
41. Entrants should direct any request to access, update or correct their personal information to the Promoter at the email address above.
42. SA Licence number T20/1223, NSW Authority TP/00387