

# Terms and conditions

## Professional Driver Expo

The following terms and conditions (**Terms and Conditions**) apply to the Professional Driver Expo door prize promotion (**Promotion**). Information on how to enter the Promotion forms part of the Terms and Conditions. By entering into the Promotion, a person acknowledges and warrants that they have read, understood and accepted these Terms and Conditions.

### Promoter

1. The Promotion is conducted by Yellow Cabs Australia Pty Ltd (ABN 45 620 658 871) of 7 Albion Street, WOOLLOONGABBBA QLD 4102 telephone: (07) 3391 5955 (**Promoter**).

### Promotion Period

2. The Promotion commences at 10.30am AEST on Wednesday 30 March 2022 and concludes at 3pm AEST on 30 March 2022 (**Promotion Period**).

### Entry Requirements

3. Entry is only open to any resident in Queensland over the age of 18 years who attends the Professional Driver Expo at Brisbane Airport, Taxi Road, Brisbane Airport QLD 4008 on Wednesday 30 March 2022 between the hours of 10.30am and 3pm AEST (**entrant**). Entrants can only enter the Promotion in their own name. On entry into the Professional Driver Expo, the entrant must provide their full name, mobile number and email address, to receive a uniquely numbered ticket, which the attendee must retain (for provision in the event their number is drawn as a winner of the Promotion). One ticket will be provided to each entrant over the age of 18 years. Failure to provide a ticket to confirm your number upon request may, in the discretion of the Promoter, result in an invalidation of all of an entrant's entry and ability to win any prize.
4. Only one entry is permitted per person. Entrants will only be eligible to win one prize per entry during the Promotion Period.
5. 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. 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.

6. 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 deems to be offensive, inappropriate, defamatory or otherwise not in keeping with the spirit of the Promotion.
7. If there is a dispute concerning the conduct of this Promotion (including as to the identity of an entrant or any person claiming not to have received a ticket on entry into the Professional Driver Expo) or in respect to claiming a prize, the Promoter will, in good faith, consider the entrant's grievances however reserves the right to resolve the dispute in the manner it determines most appropriate, acting reasonably.

### Prize, Winner and Winner Notification

8. The Promoter will randomly draw a ticket at 10am AEST on Thursday 31 March 2022. An entrant is a winner if their ticket matches to the ticket number drawn.
9. If for any reason whatsoever a prize winner does not provide their accurate full name, mobile number or email address at the time of entry, then the prize will be forfeited by that winner and neither cash nor any other prize will be awarded in lieu. The prize winner will be notified within 2 business days of the draw and their name will be published at [13cabs.com.au/promotions](https://13cabs.com.au/promotions) (**Website**).
10. The prize is valued at approximately \$20,239.99 (Inc GST) and comprises of a full 6-month lease on a fully operational Tiger Taxi as further described at clause 14 (**6 Month Lease**).
11. There are no bonus prizes awarded as part of this Promotion.
12. The prize will be distributed by the Promoter within 7 days, subject to the winner's compliance with these Terms and Conditions. If the winner of a prize is unable or unwilling to complete all elements required to claim their prize by 6 April 2022, then a draw for the relevant unclaimed prize may take place at 13cabs Woolloongabba, 7 Albion Street, Brisbane QLD at 10am on 7 April 2022, subject to any directions from a regulatory authority. The re-draw prize winner(s), if any, will be notified within 2 business days of the re-draw and their name(s) will be published on the Website. Any re-draw prize must also comply with clauses 14 to 15 (inclusive).

13. Any ancillary costs associated with redeeming any prize are not included. Any unused balance of a prize will not be awarded as cash. Redemption of a prize is subject to any terms and conditions of the issuer.

### Prize Restrictions and Conditions

14. In order to claim the prize, the winner must enter into and comply with the Promoter's standard terms and conditions in respect of the prize, which are as follows:
- (a) prior to commencing the 6 Month Lease, the winner must have a minimum of 3 months professional driving experience (either as a taxi driver or a ride share driver) in Greater Brisbane.
  - (b) prior to commencing the 6 Month Lease, the winner must enter into Tiger Taxis QLD Pty Ltd.'s Taxi Rent Agreement and complete the 13cabs Induction and Endorsed & Operator Training.
  - (c) the 6 Month Lease must commence on or before Monday 11 July 2022;
  - (d) the 6 Month Lease includes the plate lease fee, network fee, camera rental fee, CTP, comprehensive insurance, roadside assistance, network inspections, vehicle registration, vehicle maintenance, 1 x 13cabs uniform and the setup of an Operator M7 Account.
  - (e) the 6 Month Lease excludes workers compensation insurance, petrol, car washing and the \$1000 excess that is required to be paid in respect of an insurance claim;
  - (f) the winner, if an existing 13cabs taxi driver, must have a driver history that is free of breaches or complaints;
  - (g) if the winner is an existing 13cabs taxi driver, it is the winner's responsibility to ensure that claiming and/or use of the prize does not breach or interfere with any agreement between the winner and any 13cabs operator which the winner drives a taxi for. The winner acknowledges and agrees that the prize is completely separate and independent of any existing arrangements the winner may have with 13cabs or a 13cabs operator;
  - (h) the Promoter reserves the right to cancel the 6 Month Lease at any time due to network breaches or customer complaints;
  - (i) the leased vehicle must be returned to the Promoter in the condition it was supplied, with any repairs to the vehicle to be carried out at the winner's own cost;
  - (j) the leased vehicle is not to be 'bailed' to any other driver during the 6 Month Lease;

- (k) the leased vehicle must be made available at any request from TAXITECH for inspection purposes; and
  - (l) the winner must be the subject of a veda check that is satisfactory to the Promoter, acting reasonably.
15. If any terms and conditions are imposed by a third party on a winner's ability to use some or all of the prize (**Third Party Provider**) then the winner must comply with those additional terms or the winner will forfeit the prize (and the ability to continue to use and enjoy the prize) immediately on notice from the relevant Third Party Provider, or the Promoter (as applicable).
16. The entrant acknowledges and agrees that:
- (a) clause 27 applies equally to limit the liability of the Promoter and any Third Party Provider in respect of the use of any prize awarded in respect of the Promotion; and
  - (b) the entrant forfeits their prize if they breach or otherwise do not comply with clauses 14 to 15 (inclusive).
17. Subject to clause 7, the Promoter's decisions are final, and no correspondence will be entered in to.
18. The prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash.
19. If the prize (or part of the prize) is unavailable, the Promoter 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.

### **Participation in Promotions**

20. The winner must, at the Promoter's request, participate in any marketing and promotional activity in relation to the Promotion, free of charge. Entrants consent to the Promoter using the 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.
21. 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 these Terms and Conditions and are not entitled to cash or any other prize in lieu.

## General

22. 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 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.
23. 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.
24. 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.
25. 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, 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.
26. 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 or use 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.
27. 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 entrant. Independent financial advice should be sought;
  - (e) participation in any aspect of the Promotion; or
  - (f) use of a prize.
28. As a condition of participation in the Promotion, each entrant may be required to sign legal documentation as and, in the form, required by the Promoter acting reasonably, including but not limited to a legal release and indemnity form.
29. 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 a breach of these Terms and Conditions, and must promptly pay any Relevant Costs to the Promoter (or any other relevant person) on demand.

### Personal Information

30. All entries become the sole property of the Promoter.
31. If an entrant does not provide their personal information, the entrant will not be able to claim a prize.
32. 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](mailto:privacy@13cabs.com.au). The Promoter will not disclose an entrant's personal information overseas.
33. 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.

34. 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.
35. 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.
36. Entrants should direct any request to access, update or correct their personal information to the Promoter at the email address above.