# FOUR WEEK FAREWAYPLUS CHALLENGE PROMOTION TERMS & CONDITIONS

|  |  |
| --- | --- |
| **Promotion** | Four Week FAREWAYplus Challenge – Game of chance |
| **Promoter** | Combined Communications Network Pty Ltd (ABN 96 080 990 978) of 9 - 13 O'Riordan Street, Alexandria NSW 2015 |
| **Promotion Type** | Game of **Chance** |
| **State of Promotion** | Victoria only |
| **Promotion Period** | 12:01 AM AEST on 1 December 2023 to11.59 PM AEST on 28 December 2023  The Promotional Period is subject to change at the Promoter’s discretion and all changes will be notified on the Promoter’s website: <https://www.13cabs.com.au/about-us/promotions/> |
| **Prize** | There are 4 Prizes to be won each week within the Promotion Period under this game of chance promotion. Each weekly draw winner will win AU$250.  The total Prize pool is AU$1,000 each week or a total of $4,000 for the Promotion Period. |
| **Entry Restrictions** | The Promotion is only open to Victorian registered taxi driver aged 18 and over. Management and employees of the Promoter, their associated companies/subsidiaries, retailers and agencies associated with this Promotion are ineligible to enter this Promotion.  “Employees” means any directors, management, employees, concessionaires, consultants, officers and contractors or other such people who perform work under the control of another in exchange for payment.  The Promoter is responsible for determining whether a person is eligible to enter in its absolute discretion. |
| **How to Participate** | To participate in the Promotion drivers must:   1. Be a Victorian registered taxi driver driving within the Participating Networks; 2. Drive their taxi for the Participating Networks and process at least AU$1,000 worth of Valid Transactions (including bank cards, Cabcharge cards and government cards such as MPTP but excluding lift fees) within each week of the Promotion Period using a FAREWAYplus payment terminal; and 3. Not have won the Four Week FAREWAYplus Challenge game of skill Prize in the same week in which this draw is undertaken.   It is the responsibility of the driver to ensure that their details are up to date with the Promotor, and the Participating Networks. |
| **Multiple Entries** | Drivers can only enter once a week during the Promotion Period, as long as each entry meets these terms and conditions. However, drivers can only win one Prize in each week of the Promotion Period. |
| **Participating Networks** | 13cabs (including 13cabs branded bureaus) and Silver Service |
| **Draws and Winner Notification** | This promotion is a game of chance. Skill plays no part in determining the winners. The Promoter will randomly draw the Prize winners.  Draws will occur on the following dates:   * 8December 2023 * 15December 2023 * 22December 2023 * 29December 2023   The winners will be notified via phone call and/or email by COB of the next business day after the relevant draw date, except for the winner of the draw on 29 December 2023 will be notified on 8 January 2023. |

**GENERAL TERMS & CONDITIONS**

1. The details above and the following clauses collectively form the terms and conditions of the Promotion (**Terms and Conditions**).
2. All dollar values are in Australian dollar currency.
3. Each driver is responsible for ensuring their familiarity with these Terms and Conditions at the time of participation. Participation in this Promotion is deemed acceptance of these Terms and Conditions. The Promoter’s decision not to enforce a specific restriction (whether communicated to an driver or not) does not constitute a waiver of that restriction or of these Terms and Conditions generally.
4. The Promoter’s decision in relation to any aspect of these Term and Conditions and the Promotion is final and binding on every person who participates. No correspondence will be entered into.
5. The Promotion is not valid in conjunction with any other offer.
6. The Promotion may be extended at the Promoter's absolute discretion.
7. Drivers can only participate in the Promotion in their own name.
8. All drivers acknowledge that the Promoter can rely on these Terms and Conditions even if the Promoter only learns of a person’s ineligibility or breach of these Terms and Conditions after the Promoter has awarded a Prize to the ineligible person. Payment of the Prize value to the Promoter may be required by the Promoter if this occurs.
9. Drivers are responsible for ensuring their correct personal information and contact email address are provided and any updated details are notified to the Promoter. The Promoter accepts no responsibility should an driver fail to receive their Prize because of a failure to notify the Promoter of correct details or of a change to their details, or for providing invalid information.
10. The Promoter may, in its sole discretion, declare any entry or driver invalid if the driver:
    1. disrupts, annoys, abuses, threatens, harasses or attempts to do any of these things to the Promoter, the Prize supplier, another driver or potential driver of, or anyone else associated with, this Promotion;
    2. submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process; or
    3. engages in conduct in relation to this Promotion which is misleading, deceptive, fraudulent or damaging to the Promoter's goodwill or reputation.
11. The Promoter reserves the right, at any time, to verify the validity of entries and drivers (including, without limitation, an driver’s identity, age and place of residence). Errors and omissions may be accepted or rejected at the Promoter's absolute discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
12. 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 modify, suspend, terminate or cancel the Promotion, as appropriate, subject to any directions from any relevant authority.
13. It is a condition of accepting the Prize that the driver must comply with all the conditions of use of the Prize and Prize supplier's requirements. The driver may be required to (at the Promoter’s discretion) sign any legal documentation as and in the form required by the Promoter and/or Prize supplier in their absolute discretion. The Prize must be taken and used as stated and no compensation will be payable if an individual is unable to use the Prize as stated.
14. The Promoter may communicate or advertise this Promotion via social medial platforms (**Platforms**) including, without limitation, Facebook and Instagram. However, the Promotion is in no way sponsored, endorsed or administered by, or associated with these Platforms. Drivers are providing their information to the Promoter and not to the Platforms. Each driver completely releases the Platforms from any and all liability.
15. The Prize is subject to availability, not transferable and not exchangeable for cash.
16. If a Prize is unavailable for any reason, the Promoter reserves the right to substitute another Prize of equal or greater value for that Prize, or element of it, subject to the approval of any relevant authority.
17. Drivers are advised that tax implications may arise from accepting the Prize and they should seek independent financial advice prior to acceptance of that Prize.
18. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the *Competition and Consumer Act 2010* (Cth), as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia (**Non-Excludable Guarantees**).
19. Except for any liability that cannot be excluded by law, including the Non-Excludable Guarantees, the Promoter (including its officers, employees and agents) excludes all liability (including negligence), for any personal injury; or 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:
    1. any technical difficulties or equipment malfunction (whether or not under the Promoter’s control);
    2. any theft, unauthorised access or third party interference;
    3. any entry 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;
    4. any variation in gift value to that stated in these Terms and Conditions;
    5. any tax liability/implications incurred by an driver; or
    6. use of a Prize.
20. Any attempt to deliberately undermine the legitimate operation of the Promotion may be a violation of criminal and/or civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to refer the matter to law enforcement authorities and/or to seek damages or such other civil remedies as the Promoter may determine from time to time to the fullest extent permitted by law.
21. The Promotor reserves the right at any time to cease the Promotion or amend the terms of the Promotion if all or part of the Promotion and/or terms are or are likely to be considered a breach of any applicable laws or regulations in any of the countries in which the Promotion is run.
22. In participating in the Promotion and accepting the Prize, each winner agrees to participate and co-operate as required in all editorial and marketing activities relating to the Promotion, including, without limitation, being interviewed, photographed and video recorded (**Material**). Each winner agrees to grant the Promoter a perpetual, non-exclusive, non-revocable, and royalty-free licence to use such material in all media worldwide, including, without limitation, online social networking sites, and the winner will not be entitled to any fee for such use.
23. “Valid Transactions” means transactions that are not Invalid Transactions.
24. “Invalid Transactions” means for any transaction:
    1. which relates to the provision of taxi services outside the period of validity on the face of the bank cards, Cabcharge cards and government cards such as MPTP;
    2. the face value of which is in excess of any limits for the bank cards, Cabcharge cards and government cards such as MPTP;
    3. where the bank cards, Cabcharge cards and government cards such as MPTP was not presented at the Payment Terminal for the relevant transaction;
    4. is deemed invalid, not authorised or not honoured by the provider of bank cards, Cabcharge cards and government cards such as MPTP;
    5. which is fraudulent;
    6. which does not relate to the provision of taxi services;
    7. where the face value exceeds the maximum amount able to be charged to the relevant bank cards, Cabcharge cards and government cards such as MPTP;
    8. that is paid for with a Cabcharge Card without sufficient information including, without limitation, meter fare data or GPS pick-up and drop-off data, to enable Cabcharge to validate the transaction; or
    9. which is otherwise rejected by Cabcharge’s bank, card issuer or other relevant party.

# DELIVERY

1. If a winner has an M7 account, they should receive their Prize within 28 days of the end of the relevant weekly draw. If a winner does not have an M7 account, then they must claim their Prize within 28 days of being notified by the Promotor that they have won.
2. The Promoter will make reasonable efforts to deliver Prizes to the addresses provided by winners. The Promoter highly recommends a current residential street address be provided for ease of correspondence and delivery. The Promoter cannot guarantee that any Prizes returned to the Promoter due to non-delivery at the provided address will be re-sent to winners.
3. The Promoter and their associated agencies, and companies associated with this promotion will take no responsibility for Prizes that are damaged, stolen, misdirected or lost in transit.

# PERSONAL INFORMATION

1. Participation in this Promotion is conditional on providing personal information. This includes names, emails, phone numbers and address’. All information drivers provide will be used by the Promoter for the purpose of administering this Promotion and awarding the Prizes. The Promoter may disclose drivers’ personal information to the Prize supplier as well as the Promotor’s contractors and agents to assist in conducting this Promotion and as required, to regulatory authorities.
2. The Promoter will otherwise handle drivers’ personal information in accordance with its Privacy Policy which can be accessed at <https://www.a2baustralia.com/privacyPolicy/>
3. Drivers may request access or to update your personal information or lodge a complaint to the Promotor’s Privacy Officer by sending an email to [privacy@a2baustralia.com](mailto:privacy@a2baustralia.com)