# PROFESSIONAL DRIVER EXPO 2024 DOOR PRIZE PROMOTION TERMS & CONDITIONS

|  |  |
| --- | --- |
| **Promotion** | Professional Driver Expo 2024 Door prize Promotion |
| **Promoter** | Black Cabs Combined Pty Ltd (ABN 80 007 321 682) of 35 Downing St, Oakleigh, 3166 |
| **Promotion Type** | Game of chance/Raffle |
| **Promotion Period** | 10:30am AEST on Wednesday 17 April 2024 to 3pm AEST on 17 April 2024The Promotional Period is subject to change at the Promoter’s discretion and all changes will be notified on the Promoter’s website: 13cabs.com.au/about-us/promotions |
| **prize** | There is one prize to be won. The Promoter will randomly draw a ticket at 10am AEDT on Thursday 18 April 2024. An entrant is a winner if their ticket matches the ticket number drawn. The total prize is valued at AU$18,900 (inc. GST) and comprises a full 6-month lease on a fully operational Tiger taxi as further described in clause 13 (6 Month Lease). There are no bonus prizes awarded as part of this Promotion.  |
| **Entry Restrictions** | 1. The Promotion is only open to residents of Victoria aged 18 and over who attend the Professional Driver Expo at the Melbourne Showgrounds, Epsom Road, Ascot Vale, VIC 3032 on Wednesday 17 April 2024 between the hours of 10.30am and 3pm AEDT.
2. Entrants can only enter the Promotion in their own name.
3. On entry into the Professional Driver Expo, the attendee 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).
4. Only one entry is permitted per person.
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.

“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.1. 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 entrants must, between 10:30am AEST on Wednesday 17 April 2024 and 3pm AEST on Wednesday 17 April 2024:1. Attend the Professional Driver Expo at Melbourne Showgrounds, Epsom Road, Ascot Vale, VIC 3032 on Wednesday 17 April 2024 between the hours of 10.30am and 3pm AEDT and provide their full name, mobile number and email address, to receive a uniquely numbered ticket, which the entrant must retain (for provision in the event their number is drawn as a winner of the Promotion).
2. The Promoter will randomly draw a ticket at 10am AEDT on Thursday 18 April 2024. An entrant is a winner if their ticket matches to the ticket number drawn
3. If for any reason whatsoever the 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 Promoter may randomly draw further ticket numbers until all prizes are awarded. The prize winners will be notified by email within 2 business days of the draw and their names will be published at 13cabs.com.au/promotions (Website).

It is the responsibility of the entrant to provide the required information. |
| **Eligibility to claim the prize** | The winner will only be able to claim the prize if they meet the following conditions:1. 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 Metropolitan Melbourne;
2. prior to commencing the 6 Month Lease, the winner must enter into Tiger Taxi Victoria Pty Ltd's Taxi Rental Agreement and complete the 13cabs Induction and Endorsed & Operator Training;
3. the 6 Month Lease must commence on or before 1 August 2024;
4. 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;
5. 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. Thes costs must be borne by the winner;
6. the winner, if an existing 13cabs taxi driver, must have a driver history that is free of breaches or complaints;
7. if the winner is an existing 13cabs taxi driver, it is the winner's responsibility to ensure that claiming and/or use of the first 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 first prize is completely separate and independent of any existing arrangements the winner may have with 13cabs or a 13cabs operator;
8. 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;
9. the leased vehicle is not to be assigned, transferred, licensed, subleased or bailed to any other person during the 6 Month Lease;
10. the leased vehicle must be made available at any request from TAXITECH for inspection purposes; and
11. the winner must be the subject of a VEDA check that is satisfactory to the Promoter, acting reasonably.

The Promoter reserves the right to cancel the 6 Month Lease at any time due to network breaches or customer complaints; |
| **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:* 10am AEDT on Thursday 18 April 2024.

The winner will be notified via email within 2 business days of the draw and the name will be published at 13cabs.com.au/about-us/promotions (Website).If the winner of a prize is unable or unwilling to complete all elements required to claim their prize by Wednesday 24 April 2024, then a draw for the relevant unclaimed prize may take place at 13cabs Oakleigh, 35 Downing St, Oakleigh, 3166 at 10am on Thursday 25 April 2024, subject to any directions from a regulatory authority. The re-draw prize winner(s), if any, will be notified by email within 2 business days of the re-draw and their name(s) will be published on the Website. Any re-draw prize money must also comply with clauses 11 to 27 (inclusive). |

**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 entrant 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 entrant 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. Entrants can only participate in the Promotion in their own name. Entrants who enter using multiple aliases (e.g. multiple names, addresses and/or email addresses) will be disqualified.
8. The Promoter reserves the right to reclaim a prize from an entrant if the Participating Product corresponding to the successful entry is returned after the entry has been processed and the prize has been fulfilled. This clause does not limit or affect the entrant’s rights with regards to warranties on the Participating Product.
9. All entrants 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.
10. Incomplete, indecipherable or illegible entries will be deemed invalid. Entrants 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 entrant 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.
11. 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 relevant prize.
12. Any costs associated with accessing the Promotion website are the entrant’s responsibility and are dependent on the internet service provider used. Entrants must submit their entry manually using an internet browser.
13. The Promoter may, in its sole discretion, declare any entry or entrant invalid if the entrant:
	1. disrupts, annoys, abuses, threatens, harasses or attempts to do any of these things to the Promoter, the prize supplier, another entrant or potential entrant 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.
14. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including, without limitation, an entrant’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.
15. Entries must not contain any material which is, in the opinion of the Promoter, offensive, defamatory, inappropriate, obscene, unsuitable, infringing content, rude or otherwise objectionable. The Promoter reserves the right, in its sole discretion, to reject any entries which do not comply with these Terms and Conditions and will not provide any notification nor reasons for rejection. Entries that do not comply with these Terms and Conditions of entry will be deemed invalid and are not eligible to win.
16. 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.
17. It is a condition of accepting the prize that the entrant must comply with all the conditions of use of the prize and prize supplier's requirements. The entrant 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.
18. 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. Entrants are providing their information to the Promoter and not to the Platforms. Each entrant completely releases the Platforms from any and all liability.
19. The prize is subject to availability, not transferable and not exchangeable for cash.
20. 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.
21. Entrants are advised that tax implications may arise from accepting the prize and they should seek independent financial advice prior to acceptance of that prize.
22. 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**).
23. 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 entrant; or
	6. use of a prize.
24. 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.
25. 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 granting 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.
26. prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.
27. 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).
28. 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.
29. 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.
30. By entering this Promotion, each entrant acknowledges and agrees that:
31. they will at all times conduct themselves in a proper manner, having consideration for other entrants, the Promoter and any other person;
32. 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
33. 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.

# DELIVERY

1. The prize will be provided by the Promoter subject to the winner’s compliance with these Terms and Conditions.
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 entrants provide will be used by the Promoter for the purpose of administering this Promotion and awarding the prizes. The Promoter may disclose entrants’ 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 entrants’ personal information in accordance with its Privacy Policy which can be accessed at <https://www.a2baustralia.com/privacyPolicy/>
3. Entrants 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
4. All entries become the sole property of the Promoter.
5. If an entrant does not provide their personal information, the entrant will not be able to claim a prize.
6. Each entrant’s personal information will be used and disclosed by the Promoter in accordance with these terms and the Promotor'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.
7. 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.
8. 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.
9. 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.
10. Entrants should direct any request to access, update or correct their personal information to the Promoter at the email address above.

**PARTICIPATION IN PROMOTIONS**

1. Each 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 Promotor.
2. 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.