

DEPARTMENT OF TRANSPORT AND MAIN ROADS
“CO-LAB YOUTH ROAD SAFETY CHALLENGE 2019” EVENT
TERMS AND CONDITIONS

1. These Terms and Conditions provide general information about the Co-Lab Youth Road Safety Challenge event to be held at Victoria Park Golf Complex, 309 Herston Road, Brisbane, QLD on 11 and 12 March 2019 (“**Event**”) and subsequent related activities including how to participate. Participation in this Event is deemed acceptance of these Terms and Conditions.

General information about participating

2. The promoter is the State of Queensland represented by the Department of Transport and Main Roads (ABN 39 407 690 291) of 61 Mary Street, Brisbane Qld 4000 (“**Promoter**”).
3. The Event is open to residents of Queensland between the ages of 18 up to the age of 27 who have been recruited by the Promoter to participate in the Event.
4. To be eligible to participate, individuals must attend both days of the Event (“**Attendee**”). Attendees will be provided with a payment of \$325 from the Promoter for attending and participating in the Event, which will be awarded in VISA Cash Card at the conclusion of the Event on 12 March 2019. As a condition of attending the Event, Attendees will be required to sign any legal documentation as and in the form required by the Promoter in its absolute discretion, including but not limited to a legal release and indemnity form and non-disclosure agreement.
5. Employees (and their immediate families) of the Promoter 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 1st cousin.

Recruitment

6. Recruitment for the event will be conducted throughout Queensland and applicants will be chosen on discretion of the Promoter.
7. Offers of paid travel to the event refers to return flights from place of residence (within Queensland) to Brisbane, 2 nights accommodation (10 and 11 March 2019) at hotel in Brisbane City, and transfers to and from the airport, hotel and event only, if determined by the Promoter to be necessary. For clarity, Attendees residing in South East Queensland are not eligible for paid travel or travel compensation.

How the Event will be conducted

8. On 11 March 2019, an event facilitator will lead a presentation at the Event regarding road safety issues in Queensland, with particular emphasis on vehicle safety for young drivers (“**Challenge**”).
9. At the end of the presentation, Attendees will be required to split into groups of five (5) or six (6) people (each a “**Team**”) to discuss the Challenge and collaboratively develop a communications-based solution to the Challenge. Teams will be given approximately 5 hours that day to develop a solution to the Challenge and to put together a formal proposal (“**Proposal**”). The facilitator will provide the Teams with a brief regarding the Challenge and what they must address in their Proposal to help provide clarity in the way their solution is conceived and presented, and will advise on the exact format the Proposal must be presented in. In addition to the 5 hours provided at the Event for Teams to collaborate on their Proposal, they are also welcome to develop the Proposal in their free time after the Event has concluded for the day on 11 March 2019.
10. On 12 March 2019, each Team will then be required to reconvene at the Event to present their Proposal to the facilitator and a panel of judges. The panel of judges will be made up of a selection of experts in various fields, and will be determined by the Promoter in its absolute discretion.

11. Only one (1) Proposal is permitted per Team.

Judging Criteria

12. Incomplete, indecipherable, inaudible or illegible Proposals will be deemed invalid.
13. This is a challenge of skill and chance plays no part in determining the Finalist Teams or Winning Team (each defined below).
14. Each Team's Proposal will be individually judged by the panel of judges based on:
 - 14.1 how well the Proposal addresses the Challenge;
 - 14.2 the feasibility of real-world implementation of the Proposal;
 - 14.3 the innovation and uniqueness of approach of the Proposal; and
 - 14.4 any other criteria the judges may decide in their absolute discretion.
15. The judges' decision will be final. There will be no appeals and no re-submitting of Proposals.

Prize

16. The judging panel will select three (3) Proposals that they determine to be the best (each a "**Finalist Team**"), based on the judging criteria outlined above, and will announce the names of the Finalist Teams at the end of the Event on 12 March 2019. The Promoter will then judge the three (3) Finalist Teams against each other based on the same judging criteria to determine the best one (1) Proposal overall ("**Winning Team**").
17. The Winning Team will be awarded the following prize:
 - 17.1 \$1,500 VISA Cash Card to each member of the Winning Team ("**Cash Prize**"); and
 - 17.2 non-monetary assistance to progress the Proposal, provided as a combination of advice and assistance from the Promoter's Advertising Agency, Publicis Worldwide, to assist the Team in further progressing its Proposal. Each member of the Winning Team will be required to attend development session(s) with Publicis Worldwide to develop their Proposal, which will be conducted on exact dates determined by the Promoter and Publicis Worldwide Partnership. The exact value and composition of the non-monetary assistance for this component of the prize will be determined by the Promoter in its absolute discretion, and it will be based on the specific requirements of the Proposal and what is involved in its implementation.
18. In addition to the above there will be an audience participation segment where audience members of the Event will participate in a live vote of each Team's Proposal. Each member of the Team that obtains the highest score from the audience will be awarded a \$100 VISA Gift Card. For the avoidance of doubt, the outcome of this activity has no bearing on any Team's ability to be selected as the overall Winning Team, or as one the top three Finalist Teams by the judging panel.
19. Any ancillary costs associated with redeeming the Visa cash card are not included. Any unused balance of the Visa cash card will not be awarded as cash. Redemption of the Visa cash card is subject to any terms and conditions of the issuer including those specified on the Visa cash card.
20. If for any reason a winner does not take a prize (or an element of a prize) by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
21. 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.
22. For the sake of clarity, the remaining two (2) Finalist Teams will not be awarded a prize.

23. The Winning Team will be notified by email and their names will be published on the StreetSmarts website at qld.gov.au/streetsmarts sometime in March – April 2019 (on an exact date to be determined by the Promoter and made known to the winning Team once selected).
24. Attendance of members of the Winning Team on both days of the Event is mandatory. The Promoter, at their own discretion, reserves the right to disqualify and therefore withhold the Cash Prize of any member that is not in attendance on both days.
25. Each member of the Winning Team may be required to attend one (1) or two (2) media events in Brisbane, QLD sometime in March – April 2019 (on an exact date to be determined by the Promoter and made known to the winning Team once selected), where the Winning Team and/or the final campaign may be announced. This media event is to be confirmed by the Promoter. After the judging panel determines a provisional Winning Team, details of the event will be notified to that Team if available.

Acting appropriately and honestly

26. The Promoter reserves the right, at any time, to verify the validity of Proposals, Attendees and Teams (including an Attendee's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter reasonably believes has breached any of these Terms and Conditions, tampered with the participation process or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Event. 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. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
27. If there is a dispute as to the identity of an Attendee or Team, the Promoter reserves the right, in its sole discretion, to determine the identity of the Attendee or Team.
28. Attendees agree that they are responsible for any materials they submit in the course of the Event including but not limited to comments, written work, software, artwork, recordings and images ("**Content**"). The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove or decline to publish any Content without notice for any reason whatsoever.
29. Attendees warrant and agree that:
 - (a) they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;
 - (b) their Content shall not contain viruses or cause injury or harm to any person or entity;
 - (c) they will obtain prior consent from any person or from the owner(s) of any property that appears in their Content;
 - (d) the Content is their original work and it does not infringe the rights of any third party;
 - (e) they consent to any use of the Content which may otherwise infringe the Content creator's/creators' moral rights pursuant to the *Copyright Act 1968* (Cth) and warrant that they have the full authority to grant these rights; and
 - (f) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.

Without limiting any other terms herein, the Attendees agree to indemnify the Promoter for any breach of the above terms.

The Proposals and Content will belong to the Promoter

30. As a condition of participating in the Event, each Attendee agrees to assign all of their rights, title and interest (including copyright) and any intellectual property created in and related to their Proposal (which

shall include Content) to the Promoter, and to execute any documents to confirm such assignment. Proposals will not be returned to any Team.

31. In the event that a Team or Attendee wishes to pursue theirs or any other Team's Proposal, in any respect, including but not limited to further progression and development of the Proposal, then any such individual(s) must submit an application to the Promoter outlining their intentions and requesting approval to do so to the Promoter. Individual(s) must receive approval from the Promoter before being able to proceed with any further pursuit of a Team's Proposal. The Promoter will not reasonably withhold approval for any such applications. By entering, Teams agree for their Proposal to be potentially used by another Team/Team member, subject to approval of the Promoter (in accordance with this clause).
32. The Attendees consent to any act or omission done by the Promoter that might otherwise constitute an infringement of the Attendee's moral rights (being the Attendee's right of integrity of authorship, the right of attribution of authorship and the right not to have authorship falsely attributed, more particularly as conferred by the *Copyright Act 1968* (Cth) and rights of a similar nature anywhere in the world whether existing before, on or after the Attendee agrees to these Terms and Conditions):
 - 32.1 the Promoter determining in its entire discretion whether or not and the manner in which the Attendee or Team will be attributed as author of Proposal;
 - 32.2 any amendments, deletion, destruction, alteration, relocation or selection, in whole or in part, of the Proposal at the entire discretion of the Promoter; and
 - 32.3 the publication or communication, in whole or in part of the Proposal.
33. Attendees acknowledge that all Proposals, by all Teams are confidential and they shall not at any time or for any reason, publicise or promote any details regarding any Proposal or the outcomes of the Event without the express consent of the Promoter.

Media and sharing Proposals publicly

34. A film crew will be present at the Event, recording the presentation and the collaboration of the various Teams as they develop their Proposals. Footage from the Event may then be edited by the Promoter and featured in various media (at the Promoter's discretion). By attending and participating in the Event, Attendees agree to the Promoter filming them and using any footage taken while participating in the Event in any media worldwide for an indefinite period, without any remuneration. The Promoter will have full control of the editing process.
35. Attendees consent to the Promoter using their name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Event (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.

Event cancellation

36. If this Event 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, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law:
 - 36.1 to disqualify any Attendee, without compensation;
 - 36.2 to require repayment by the Attendee of any Cash Prize; or
 - 36.3 to modify, suspend, terminate or cancel the Event, as appropriate.

Liability

37. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in QLD ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective 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 Event.

38. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and 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:
- 38.1 any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
 - 38.2 any theft, unauthorised access or third party interference;
 - 38.3 any tax liability incurred by a Winning Team, Team or Attendee; or
 - 38.4 participation in the implementation of a winning Proposal.

Privacy

39. The Promoter collects personal information ("**PI**") in order to conduct the Event and may, for this purpose, use and disclose such PI to third parties, including but not limited to agents, contractors, and service providers. Participation is conditional on providing this PI.
40. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://www.qld.gov.au/legal/privacy/>.
41. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the Attendee.
42. The Privacy Policy also contains information about how Attendees may opt out, access, update or correct their PI, how Attendees may complain about a breach of the Information Privacy Principles or any other applicable law and how those complaints will be dealt with.

The Promoter will not disclose Attendees' personal information to any entity outside of Australia.