

NSW Trains Rail Safety Week Competition Terms and Conditions

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions and any entry not complying with these Terms and Conditions is invalid.
2. Entry is open to Australian residents over the age of 13.
3. Employees, contractors and their immediate families of Transport for NSW (TfNSW) and their associated agencies are not eligible to enter the competition.
4. The entry period commences at 9am Australian Eastern Standard Time (“AEST”) on Monday, 14 August and closes at 11pm AEST on Sunday, 20 August (“Promotion Period”).
5. The winner selection period commences at 9am AEST on Monday, 21 August and closes at 5pm AEST on Friday, 25 August (“Winner selection Period”).
6. To enter, entrants must:
 - a. POST a photo around the NSW TrainLink network during Rail Safety Week to Instagram
 - b. TAG the post with #safeonthestation
 - c. WRITE a rail safety caption about being safe around the station.
7. The Promotion is in no way sponsored, endorsed or administered by or associated with Facebook or Instagram. By entering the Promotion, you are providing information to NSW Trains and not to Facebook or Instagram and you release Facebook and Instagram from any liability associated with the Promotion. All participants must comply with the terms of use of Facebook and Instagram when using this site.
8. Entrants may enter the competition more than once, however each entry must be created by the entrant and cannot be the same.
9. The Winner will be contacted by NSW Trains Team on Monday, 28 August at 12pm AEST.
10. The winning entry will be determined by NSW Trains based on the best photo and caption combination that shows how to be safe around stations.
11. The winner will be notified via an Instagram direct message (otherwise known as private message) from the @TransportForNSW account and must reply via direct message with their name and address by 5pm AEST Friday, 1 September. The winning photo and caption will be published @TransportforNSW on Instagram.
12. This is a game of skill and chance plays no part in determining the winners. Each entry will be individually judged, based upon creative merit. All entries must be an independent

creation by the entrant. Entries must not have been published previously and/or have been used to win prizes in any other competitions.

13. There will be one (1) prize winner (the "Winner"), who will win the prize detailed below ("Prize"):
Prize: 1 x prize
Prize description: 1 x iPad pro 10.5-inch , Wi-Fi, 64GB, Silver (valued at A\$979.00).
14. NSW Trains reserves the right to verify the validity of all entries and reserves the right to disqualify any individual entrant or group of entrants for tampering with the entry process. NSW Trains may in its complete discretion preclude that entrant from participation in any or all future promotions of NSW Trains.
15. NSW Trains reserves the right to exclude from the competition any entries of a rude, vulgar, or otherwise inappropriate nature.
16. Prize is not transferable and non-redeemable for cash.
17. NSW Trains' decision is final and no correspondence will be entered into.
18. Entrants grant NSW Trains and TfNSW a perpetual, non-exclusive, royalty-free, irrevocable, transferable licence (which includes the right to sub-licence to third parties) to exercise the Intellectual Property in the photo entry for the purposes of the Competition or any other activities of the NSW Trains or TfNSW.
19. NSW Trains and their associated agencies and companies will not be liable for any misadventure, accident, injury, loss (including but not limited to consequential loss) or claim that may occur: whilst undertaking any travel won on or connected with their entry; or in the participation in any Prize; as a consequence of late, lost or misdirected mail; in relation to failure of an entry to be received by NSW Trains on account of technical problems or traffic congestion; arising from or related to any problem or technical malfunction of any computer equipment, software, internet connection, any injury or damage to entrant's or any other person's computer software related to or resulting from participation in this Competition.
20. NSW Trains assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of, entries, and reserves the right to take any action that may be available.
21. The winner is responsible for any costs incurred in, or related to, participating in the Prize. TfNSW is not liable for any travel, accommodation or other costs incurred by the Winner in accepting, attending or participating in the Prize. NSW Trains will ship the prize at its expense anywhere within Australia only.
22. If for any reason the Competition is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the control of NSW Trains which corrupt or affect the administration security, fairness, integrity or proper conduct of the Competition, NSW Trains reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the competition.
23. Entrants must comply with all applicable laws while participating in the Competition. TfNSW and NSW Trains will not be liable for any misadventure, accident, injury, loss (including but not limited to consequential loss) or claim that may occur connected with their entry.

24. TfNSW and NSW Trains are not liable for any loss, damage, personal injury or death whatsoever (including, but not limited to, any direct, indirect or consequential loss) suffered or sustained in connection with the Competition, the acceptance or participation of any Prize or any act or omission (whether negligent or not) of TfNSW or NSW Trains or any person associated with any of TfNSW or NSW Trains, except to the extent that any liability cannot be excluded by law.
25. It is a condition of accepting the prize that the Winners may be required to sign a legal release in a form determined by TfNSW in its absolute discretion.
26. In participating in the Competition, the Winners agree to participate and co-operate as required in all editorial activities relating to the Competition, including but not limited to being interviewed, photographed and social media activity. The Winners grant the Promoter a licence to use any footage and photographs and the Winners will receive no fee if material is used.
27. NSW Trains collects entrant's personal information in order to conduct the Competition. For information about how your personal information is collected, used and disclosed by NSW Trains, please see our [Privacy Policy](#).
28. If the personal information requested is not provided, the entrant may not participate in the Competition. By entering the Competition, unless otherwise advised, each entrant also agrees that NSW Trains and Transport for NSW may use this information for future promotional, marketing, social media or publicity purposes without any reference, payment or other compensation to the entrant. The entrant may opt out of receiving further information from NSW Trains by emailing privacy@transport.nsw.gov.au
29. By entering and participating, the entrant agrees to hold harmless, defend and indemnify Facebook and Instagram from and against any and all claims, demands, liability, damages or causes of action (however named or described), losses, costs or expenses, with respect to or arising out of or related to (i) entrant's participation in the Sweepstake, or (ii) entrant's participation in any Prize related activities, acceptance of a Prize and/or use or misuse of a Prize (including, without limitation, any property loss, damage, personal injury or death caused to any person(s)).

This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook and Instagram.