

AGF SAFE TOGETHER ROAD SAFETY EDUCATION CAMPAIGN COMPETITION TERMS AND CONDITIONS

Acceptance of these terms and conditions

1. Entry into the AGF Safe Together road safety education campaign competition (the **Competition**) signifies acceptance of these terms and conditions (**Terms and Conditions**). Subject to any applicable laws, the Terms and Conditions may be updated by AGF at any time and no notice of the updated Terms and Conditions is required to be provided to entrants.
2. The Competition is managed and operated by the Amy Gillett Foundation (ABN 46 200 981 503) (**AGF**).

Entry requirements and Competition terms and conditions

3. The Competition will be hosted by the AGF and anyone in the Australian and New Zealand communities over the age of 18 will be eligible to enter.
4. The entrants of the Competition are to produce a short video piece suitable for posting on social media pages addressing cycling safety.
5. The Competition winner will be announced at the annual Australasian Road Safety Conference in October of each year. The Competition will be judged by a panel invited by AGF.
6. The winner(s) of the Competition will be awarded a one week internship with the TAC and TAC's panel of agencies with promotion (advertising) of the winning piece of social media content across social media channels by TAC.
7. Entries will be deemed accepted at AGF's discretion. No responsibility will be taken for lost, late or misdirected entries. Errors and omissions in an entry may be accepted at AGF's discretion. Failure by AGF to enforce any of its rights at any stage does not constitute a waiver of those rights.
8. Incomplete, indecipherable, or illegal video entries or those which contain offensive or defamatory comments or which breach any law or infringe any third party rights, including intellectual property rights, will be deemed invalid.
9. The Entrant may be required by AGF to provide AGF with an original or larger file of their video entry, for better quality viewing, at the discretion of AGF. Failure to do so may result in a video entry being deemed invalid.
10. All entries must be accompanied by a written assignment of all of Intellectual Property Rights as necessary to give effect to clauses 16 and 17 and irrevocable written consent to the AGF and TAC. doing, or omitting to do, any act or omission in relation to any copyright works in the material.

Consents

11. By submitting an entry to the Competition the Entrants and Team warrants that all necessary consents have been obtained by the Entrant and the Team and that the Teams video does not result in any infringement of the intellectual property rights of any third party. The Entrant and the Team must produce any such consent(s) if requested by AGF. The Entrants, jointly and severally, indemnify and keep AGF or any parties associated with "*the AGF Safe Together road safety education campaign competition*" indemnified from and against all claims, liabilities, suits, demands and causes of action both at law and in equity arising directly or indirectly as a result of any breach of the Entrant team's warranty, video entry or involvement in the Competition.

12. The Entrant team, prior to entering the Competition, must have gained permission from any person(s) identifiable in their entry for the use of their image in the video entry.
13. In the case of minors who are the identifiable subject in submitted video entries, the Entrant team must obtain written consent from the minor's parents or legal guardians to have the images of the minor in the Competition and used by AGF in promotional materials, as well as the potential to be listed on the AGF website, Facebook page, and shown at the ARSC. If required by AGF this written consent must be submitted to AGF.
14. AGF reserves the right to reject any video entries for any reason whatsoever in the AGF's sole discretion. Without limiting the foregoing, the AGF reserves the right to reject any video entries that infringe the copyright, moral right, performing rights, rights of privacy, trade mark or other proprietary right ("**Intellectual Property**") of others, are defamatory, or for any other reason. In particular, it is the Entrant team's responsibility to ensure that any images used in their submission have been taken with the permission of the subject and do not infringe the copyright of any third party.

Intellectual Property

15. Subject to these terms and conditions, particularly clause 21, Entrants retain all intellectual property rights to their submitted video entry.
16. Entrants to provide the TAC with a perpetual, irrevocable, non-exclusive, royalty free licence to use, modify and exploit the Competition Materials in such manner and for such purposes as the TAC sees fit.
17. Entrants to provide the AGF to have a non-revocable non-exclusive royalty-free licence to use their video entry without needing to obtain prior consent for the following purposes:
 - a) to have their entry displayed on the AGF website, Facebook, Twitter and YouTube channel, other social media platforms and at the ARSC at the discretion of AGF;
 - b) to copy and reproduce the submitted video entry for promotional, marketing and educational purposes prior to, during, and following the Competition; and
 - c) any other purpose reasonably related to the Competition.

Winners

18. There are two award categories: the "AGF Safe Together Award", and the "People's Choice Award."
19. Winners will be announced at the Australian Road Safety Conference., via social media, and may be announced by media releases. The AGF reserves the right not to present an award in either category in any year.
20. Entrant teams consent to AGF using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting the Competition (including any outcome) and any related purpose.

Prizes

21. The prizes are as follows:

AGF Safe Together Award

- One week TAC internship*, for one person, which may include time at an Agency;
- \$300 prize money
- AGF Safe Together trophy;
- Online distribution of winning entry; and

People's Choice Award

- \$200 prize money
- AGF People's Choice award trophy; and
- Online distribution of winning entry.

22. AGF reserves the right to request Entrants and winners to participate in any publicity associated with the award without remuneration.

Limitation of liability

23. AGF shall be under no liability whatsoever for personal injury howsoever caused, nor for the loss of or damage to exhibits or other property of the Entrant, his/her servants, agents, invitees or licensees howsoever caused.

24. AGF reserves the right in its sole discretion to disqualify any individual who it has reason to believe has breached any of these Terms and Conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Competition. AGF's legal rights to recover damages or other compensation from such an offender are reserved.

25. AGF is not responsible for any incorrect or inaccurate information either caused by programming associated with or utilised in the Competition, or for any technical error, or any combination thereof that may occur in the course of the administration of the Competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line, mobile or satellite network failure, theft or destruction or unauthorised access to or alterations of entries.

Privacy

26. AGF collects personal information in order to conduct the Competition and entry into the Competition is conditional on the provision of this information by an Entrant team. Information about an Entrant team may also be used by AGF and may be disclosed and used by third parties, including but not limited to agents, contractors, service providers, prize suppliers and related companies for the purposes of carrying out promotional, marketing, planning, product development, publicity, research and profiling purposes, including sending electronic messages, direct mail and telephoning the Entrant, unless the Entrant withdraws their consent to the use of their information in this manner. Entrants should direct any request to access, update, withdraw, correct information, or request not to receive information about future promotions or further correspondence by emailing AGF at info@amygillett.org.au.

27. All personal information will be collected, used and disclosed in accordance with AGF's Privacy Policy which can be found at www.amygillett.org.au.

28. Personal Information provided when entering the Competition is necessary for the conduct and management of the Competition and is collected in accordance with AGF's Privacy Policy. Entrants acknowledge that AGF may use or disclose personal information for the purposes of conducting and administering the Competition or promotional material or otherwise in accordance with AGF's Privacy Policy. For the avoidance of doubt, by entering this Competition, Entrants acknowledge and agree that their details will be added to AGF's mailing database and marketing communication systems, which may include marking and communication via SMS. AGF may share personal information with third parties engaged by AGF to carry out functions and activities on AGF's behalf including direct marketing; and AGF's professional advisers, including its accountants, auditors and lawyers and insurers; and government departments or agencies; however personal information is not generally disclosed to anyone outside Australia. AGF's Privacy Policy contains information about how a person may access and request correction of personal information held by AGF or make a complaint about the handling of personal information, and provides information about how a complaint will be dealt with by AGF. Entrants may not be permitted to enter the Competition if the information is not provided. If a person does not wish to receive promotional material from AGF, AGF's sponsors and third parties he/she must advise AGF in writing or via the opt-out procedures provided in the relevant communication.

* Note: The TAC Marketing Internship is based in Melbourne and the winner must make their own way to and from the TAC Marketing office. No accommodation or travel expenses are covered as part of this prize. The Internship does not guarantee a job with the TAC, nor ongoing work in any form – be it paid or unpaid.