

## Terms and conditions

### Bridge to Brisbane Viva Energy Offer – Win a \$2,500 Shell Gift Card

#### General

1. Information on how to enter and prizes form part of these Terms and Conditions. By entering this promotion, entrants accept these Terms and Conditions. Entries must comply with these Terms and Conditions to be valid.
2. The Promoter of this competition is Bridge to Brisbane (**Promoter**) with the Prize fulfilled by Queensland Motorways Management Pty Ltd (ABN 86 010 630 921).
3. This Promotion is in no way sponsored, endorsed or administered by, or associated with Instagram.

#### Eligibility

4. Entry is open to all residents of Australia aged 18 years and over who comply with the entry requirements set out in clause 7.
5. The following persons are ineligible to participate:
  - a. directors, management and employees of the Promoter, Queensland Motorways Management and Viva Energy who are directly associated with this Promotion

#### Entry

6. The Promotion commences on 12 August 2024, 5pm AEST, and concludes 19 August 2024, 5pm AEST (**Promotion Period**).
7. To enter, an eligible person must, during the Promotion Period:
  - a. Like the Instagram post uploaded on the Bridge2Brisbane and Transurban Instagram account;
  - b. Tag a friend or family member in the Instagram post described in 3a; and
  - c. Follow @Transurban and @bridge2brisbane using your personal Instagram account.
  - d. Register for the 5km or 10km Bridge to Brisbane event.
8. Limit applies of one (1) entry per person, per Instagram account.
9. An entry must be received by the Promoter by the end of the Promotion Period or it will not be accepted. Entries are deemed to be received at the time of receipt by the Promoter, not at the time of transmission by the entrant.
10. The Promoter takes no responsibility should a person not have the software, hardware or mobile plan that permits access to, and use of, an Instagram account. Any costs associated with accessing the internet, downloading data on a mobile device, or using any device to access and use of an Instagram App is the sole responsibility of the entrant and is dependent on the Internet/mobile service provider used.

#### Prizes and draw

11. There is a maximum of one prize (**Prize**) to be won during the Promotion Period.
12. The prize is one (1) AUD\$2,500 Shell gift card.
13. A draw will take place at 10am AEST, 20 August 2024 (**the Draw Date**) at Aruga, 10/88 Tribune Street, South Brisbane, 4101.
14. On the Draw Date, the winner will be randomly drawn by an electronic draw process from all entries received during the Promotion Period. The first valid entry drawn will win the Prize.
15. The winner will be notified via their Instagram account on or before 22 August 2024. The winner must confirm whether they accept the Prize within 10 working days of being notified that they are the winner, or else they will be taken to have forfeited their right to the Prize.

16. The Promoter will make all reasonable attempts to identify and contact the winner.
17. In the event that a Prize winner cannot be identified or contacted on or before 10am AEST, 22 August 2024, despite all reasonable attempts to do so by the Promoter, or a Prize is unclaimed by that time for any other reason whatsoever (including because the winner has forfeited their right to the Prize, the winner does not accept and claim the Prize in accordance with paragraph 15 above, the winner or the winning entry does not comply with these Terms and Conditions, or otherwise), the Promoter will conduct a second chance draw on 23 August 2024 (**the Second Chance Draw Date**), at the same time and location as the first draw, in order to determine a second chance winner for the Prize in the same manner as the original Prize draw (subject to any written directions from a regulatory authority).
18. The second chance winner will be notified via their Instagram Account, on or before 26 August 2024. The second chance Prize winner must confirm whether they accept the Prize within 10 working days of being notified that they are a second chance winner, or else they will be taken to have forfeited their right to the Prize.
19. The Promoter will make all reasonable attempts to identify and contact the second chance Prize winners.
20. In the event that a second chance Prize winner cannot be identified or contacted by 10am AEST, 26 August 2024, despite all reasonable attempts to do so by the Promoter, or the Prize is unclaimed by that time for any other reason whatsoever (including because the second chance winner has forfeited their right to the Prize, the second chance winner does not accept and claim the Prize in accordance with paragraph 19 above, the second chance winner or the second chance winning entry does not comply with these Terms and Conditions, or otherwise), the Promoter may dispose of the Prize as it sees fit (subject to any written directions from a regulatory authority).
21. The Prize will be delivered by express post or delivered via email (if winner prefers a digital gift card) within five (5) working days of the winner's acceptance of the Prize by the address confirmed by the winner to the Promoter.

#### **Other terms**

22. The Prize is not transferable, exchangeable and cannot be redeemed for cash. If a Prize or any element of a Prize is unavailable for any reason, the Promoter may substitute for that Prize, or an element of that Prize, another item of equal or higher value as determined by the Promoter (in its sole and absolute discretion).
23. The Prize will be provided in the form of a physical or digital gift card. The Prize is redeemable at participating Shell branded service stations. To find a Shell eGift Card accepting store visit [shell.com.au/fuelfinder](https://shell.com.au/fuelfinder). Blackhawk Network (Australia) Pty Ltd, ABN 84 123 251 703, is the issuer of the Prize. The Prize will expire 4 years from the issue date shown on card. Lost or stolen cards cannot be replaced. For complete Terms & Conditions or customer assistance go to [giftcards.shell.com.au](https://giftcards.shell.com.au). For balance check or expiry date go to [www.cardbalance.com.au](https://www.cardbalance.com.au). Blackhawk Network (Australia) Pty Ltd, ABN 84 123 251 703 reserve the right to change the Terms & Conditions of the Prize at any time if they consider it is reasonably necessary to protect their legitimate interests.
24. To the extent permitted by law, the Promoter accepts no responsibility for:
  - a. any late, lost or misdirected entries or other communications; or
  - b. any Internet traffic congestion or problems with, or technical malfunction of, any hardware or software, including but not limited to any damage to the hardware or software of any entrant or other persons related to participation in the Promotion.
25. The decision of the Promoter is final and binding; no correspondence will be entered into.
26. To the extent permitted by law, the Promoter (including its officers, employees and agents) will not be responsible for any acts of god, acts of terrorism or war (declared or undeclared), state of emergency, disaster, technical failures, security breaches, tampering, unauthorised intervention, fraud, computer viruses or other events beyond the Promoter's control which affect the proper or reasonably anticipated conduct or administration of the Promotion, or prevent the awarding of the

Prize in accordance with these Terms and Conditions. If such an event occurs, the Promoter reserves the right to cancel, terminate, modify or suspend the Promotion, subject to any written directions from a relevant regulatory authority.

27. Nothing in these Terms and Conditions limits, excludes or modifies the statutory consumer guarantees provided under the *Competition and Consumer Act 2010 (Cth)*, or any other implied warranties under any legislation in Australia. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) excludes all liability (including for negligence), for any personal injury or any loss or damage (whether direct, indirect, special or consequential) arising in any way out of the Promotion, including but not limited to where such injury, loss or damage arises out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or Prize claim that is lost, altered, damaged or misdirected due to any reason beyond the reasonable control of the Promoter; (d) any variation in the Prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by an entrant or the winner; (f) participation in the Promotion or any component of the Prize by an entrant or the winner; (g) the conduct, act or omission of any service provider or prize supplier associated with the Promotion; or (h) cancellation or postponement of any portion of the Prize for any reason beyond the reasonable control of the Promoter.
28. The Promoter reserves the right to request verification of age, identity, residential address and any other information from any entrant or winner relevant to entry into or participation in the Promotion. Verification is at the discretion of the Promoter, whose decision is final. The Promoter reserves the right to disqualify any individual who provides false information, fails to provide information, conspires with others to gain an unfair advantage or who is otherwise involved in any way in manipulating, interfering or tampering with the Promotion.
29. Entrants consent to the Promoter using their Instagram account name, likeness, image and/or voice in the event that they are the winner (including photograph, film and/or recording of the same) in any media for an unlimited period of time without remuneration for the purpose of promoting the Promotion (including any outcome). Entrants also consent to the publication of their name or Instagram name in accordance with paragraphs 16 and 20 above, in the event they are the winner of a Prize.
30. Entries remain the property of the Promoter. Details from entries will be collected and used for the purpose of conducting the Promotion (which may include disclosure to third parties, including local lottery authorities, for the purpose of processing and conducting the Promotion) and for promotional purposes surrounding the Promotion. By entering the Promotion entrants consent to the use of their information as described and agree that the Promoter may collect and use this information, or disclose it to other organisations that may use it, in any media for future promotional, marketing and publicity purposes and/or otherwise in accordance with the Promoter's privacy policy at <https://www.transurban.com/privacy> without any further reference or payment to the entrants. Entrants may access, change and/or update their personal information and obtain a copy of the Promoter's privacy policy by contacting the Promoter on 1300 55 55 77
31. The agreement which comes into force under these Terms and Conditions is governed by, and must be construed in accordance with, the laws in force in Victoria, and the Promoter and any consumer who participates in the Promotion submit to the non-exclusive jurisdiction of the courts of that State in respect of all matters arising out of or relating to these Terms and Conditions, and the performance or subject matter of the Promotion.
32. Each entrant agrees to release Instagram from all claims and actions (including any claim for costs), present and future, arising out of or in connection with or relating to this Promotion.