



Terms and Conditions

Win an iPad Air Competition

1. General

- 1.1 Instructions on how to enter and other details contained within promotional advertisements for the competition form part of the conditions of entry.
- 1.2 Participation in the competition is deemed to be acceptance of these Terms and Conditions.
- 1.3 This competition is being run by the Department of Transport (DoT), 140 William Street Perth 6000.
- 1.4 An Entry that does not, in DoT's opinion, comply with these Terms and Conditions may be disqualified.
- 1.5 DoT reserves the right at any time to cancel, modify or supersede the competition (including altering the Prize) if, in DoT's sole discretion, the competition is not capable of being conducted as specified.
- 1.6 Entrants acknowledge that the promotion is in no way sponsored, endorsed, or administered by, or associated with Facebook.

2. Eligibility

- 2.1 Only eligible entrants can enter the competition.
- 2.2 An eligible entrant is a person who is:
 - (i) a natural person, aged 16 or older;
 - (ii) a resident of Western Australia; and
 - (iii) a DoT account holder registered for digital billing (digital billing is defined as the electronic receipt of selected notices and invoices via email or BPAY View as per [digital billing \(transport.wa.gov.au\)](https://www.transport.wa.gov.au/digital-billing))
- (iv) and who is not:
 - (v) an employee, director or management of DoT;
 - (vi) an immediate family member of an employee, director or management of DoT, including a spouse, child, parent or sibling; or
 - (vii) a consultant, contractor or agent, or an employee of a consultant, contractor or agent, engaged by DoT to deliver the competition or to provide services to DoT.

3. Competition duration

- 3.1 The competition will commence 9.00am AWST on Tuesday 1 March 2022 (commencement date).
- 3.2 Entries for the competition will close on the last calendar day of each month at 11.59pm AWST (closing date).
- 3.3 The competition will run for 12 months with one prize draw each month.
- 3.4 No late entries will be eligible to enter the competition.

4. Entry method

- 4.1 Eligible entrants will be required to register for the competition via the [entry form](#) on the DoT website.
- 4.2 Eligible entrants will receive one entry during each monthly competition period.
- 4.3 Winners will not be eligible for future draws.
- 4.4 The entry must be received by DoT before the closing date for the entry to be eligible to be automatically entered into the draw of the competition.
- 4.5 DoT is not responsible for late entries, or for any technical difficulties during the competition period.

- 4.6 An attempt to enter the competition not strictly in accordance with these terms and conditions will be a 'non-conforming entry'.
- 4.7 DoT has no obligation whatsoever (at law or otherwise) in respect of non-conforming entries.
- 4.8 DoT may, at any time, take whatever action it considers necessary to verify the validity of entries or determine whether entries are non-conforming entries.
- 4.9 DoT may disqualify any entry, which in DoT's absolute discretion:
 - (i) is not in accordance with these terms and conditions;
 - (ii) is incomplete or indecipherable;
 - (iii) is made by an entrant who tampers, or attempts to tamper, with the entry process;
 - (iv) is made in pursuit of an unlawful or other improper purpose; or
 - (v) is made to jeopardise, or attempt to jeopardise, the fair and proper conduct of the competition.

5. Prize details & conditions

- 5.1 One prize will be awarded to one winner of the competition each month.
- 5.2 The prize is comprised of one Apple iPad Air 64GB Wi-Fi [4th Gen].
- 5.3 All components of the prize are non-transferable, non-refundable, non-redeemable for cash, nor substitute prizes, or other goods or services.
- 5.4 The prize cannot be gifted to other persons in lieu of the winner not being able to collect the prize.
- 5.5 Once the prize has been collected by the winner, DoT accepts no responsibility for any costs or associated administration with the prize including warranty.
- 5.6 Subject to the terms and conditions referred to in clause 5.3 above, if for any reason the winner does not, take the prize (or a component of the prize) at the time stipulated, then the prize (or that component of the prize) will be forfeited and will not be redeemable for cash.
- 5.7 The winner of the prize should seek independent financial advice about any tax implications that may arise from the prize winnings.
- 5.8 All costs associated with redeeming the prize will be the responsibility of the winner.
- 5.9 All other costs and expenses associated with the prize, beyond the specified prize, will be the responsibility of the winner. The winner is not entitled to any compensation if the winner is unable to use all or any part of the prize for whatever reason.
- 5.10 If the prize, or any part of the prize, becomes unavailable due to circumstances beyond DoT's control, DoT may at its absolute discretion substitute a different prize in place of any prize referred to in these terms and conditions.

6. COVID-19 Travel Restrictions & Requirements

- 6.1 Under the current COVID-19 regulations, when collecting the prize, you will be required to register your attendance onsite either using the SafeWA app, ServiceWA app or by filling out the manual form at the place of collection.
- 6.2 If travel restrictions are in place, collection of the prize will be deferred until advice is received from the Western Australian Department of Premier and Cabinet of the restrictions being removed.

7. Competition Winner

- 7.1 The winner will be drawn at random from all entries received on the first business day after the closing date during business hours and verified by the Director, Business Transformation, Driver and Vehicle Services.
- 7.2 DoT's decision will, at all times, be final and no correspondence will be entered into.

8. Winner notification

- 8.1 DoT will notify the winner on the draw date using the contact details specified on their entry.

- 8.2 Within 14 days of the notification being given to the winner, the winner will be required to respond to DoT as instructed in the notification. If the winner cannot be contacted or does not claim the prize within 14 days of notification, we reserve the right to withdraw the prize from the winner and pick a replacement winner.
- 8.3 DoT will notify the winner when and where the prize can be collected.
- 8.4 DoT may request that the winner provide proof of identity, age, and proof of residency as a condition of receipt of the prize.
- 8.5 DoT will not be liable for any delivery or travel costs associated with claiming a prize.

9. Publicity

- 9.1 It is a condition of accepting the prize that DoT has the right to publicise the winner for any promotion or matter incidental to the competition, if required.
- 9.2 If the winner chooses to accept the prize, by accepting the prize the winner is agreeing to participate in any news or media activity surrounding the competition and the publication of their name and entry on DoT's website, social media sites and other marketing material owned by DoT
- 9.3 The winner will be given the choice to opt out of any publicising outlined in 9.1 and 9.2 above.

10. Disclaimers

- 10.1 Neither DoT nor any of its personnel, will be responsible or liable if for any reason beyond their reasonable control any element of any prize is not provided.
- 10.2 Neither DoT nor any of its personnel, will be liable to any person for any loss or damage sustained or incurred if, for any reason, the competition is suspended, varied or terminated at any time, with or without prior warning or publicity.
- 10.3 DoT is not responsible for inaccurate prize details supplied to any entrant by a third party connected with this competition.
- 10.4 No responsibility can be accepted for entries not received for whatever reason.

11. Reserved rights

- 11.1 DoT's decision in respect of all matters to do with the competition will be final and no correspondence will be entered into.
- 11.2 If for any reason this competition is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures, or any other causes beyond the control of DoT which corrupt or affect the administration, security, fairness, integrity or proper conduct of this competition, DoT reserves the right in its sole discretion to disqualify any person who tampers with the entry process. DoT 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.

12. Privacy

- 12.1 While people who opt into this competition will only provide their full name and telephone when entering, if further steps are needed to verify a particular entry:
 - (a) the Department may contact entrants asking them to provide further information to verify their entry; and
 - (b) the Department may need to refer to other information already provided by the entrant to the Department for the purposes of DoT digital billing, WA's Road Traffic legislation, or both, to verify the entry.
- 12.2 By entering this competition, the entrant consents to the use of the information referred to in paragraph (b) of clause 12.1 above for the purposes identified in that clause.
- 12.3 The Department has a subscription contract with Jotform Pty Ltd which provides an online form service to the Department which includes the collection, encryption and secure storage in Australia of responses from forms including the form used to enter this competition (i.e. your entry).
- 12.4 For further information, please refer to the Jotform Privacy Policy.
Entrants into the competition are referred to as responders in that policy and parties with subscription contracts (like the Department) are referred to as customers.