

# scUber

## TERMS AND CONDITIONS

By submitting an entry, you are deemed to have accepted these Terms and Conditions.

### Competition

1. To celebrate the launch of scUber, Tourism and Events Queensland ("TEQ") and Uber Australia Pty Ltd ("Uber Australia") (collectively, the "Promoters") are providing the opportunity to win one of six trips\* to Australia's Great Barrier Reef and a ride in scUber ("Prize"/"scUber Experience"). The Prize includes the following:
  - return economy airfares for two people from the winner's closest international airport in the relevant participating market to Cairns, Australia;
  - five nights' accommodation for two people at Riley - Crystalbrook Collection Resort (in a King or Twin room) (including breakfast);
  - an experience of a lifetime on the Great Barrier Reef for two people including a ride in scUber on the Great Barrier Reef;
  - a world heritage listed rainforest day tour for two people; and
  - AUD\$250 Uber credit for use in Uber App & Uber Eats App ("Uber Credit"),

with an approximate retail value of:

- for United States of America, Canada, United Kingdom and France: AUD \$9,899; and
- for Australia and New Zealand: AUD \$8,899.

\*A winner will be chosen from each participating market (being Australia, New Zealand, United States of America, Canada (excluding Québec), United Kingdom and France).

Please note that the Uber Credit will be applied to your Uber account within seven days of the Promoters verifying that the winner complies with these Terms and Conditions and the Uber Credit will expire at 11.59pm on 3 June 2020 (AEST). The Uber Credit can only be redeemed via the Uber App and UberEATS App and used in Australia in cities where Uber is available. The Uber Credit is not redeemable for cash and cannot be transferred. If you have other payment methods in your Uber account, the Uber Credit will be set as your default payment method. If you wish to use another payment method, go to the 'Payment' section in the Uber App and select the payment method before the Uber service is provided. You may be required to add a secondary payment method to use the Uber Credit with the Uber App if the balance from the Uber Credit is not sufficient to cover the price of your service. Intended users only.

2. To enter simply head to [scuberqueensland.com](http://scuberqueensland.com) during the Competition Period and tell us in 25 words or less *'why you should experience the wonder of the Great Barrier Reef with ScUber'* ("Competition").

The Competition will open at 10:30 AEST on 23 May 2019 and close at 13:59 AEST on 1 June 2019 ("Competition Period").

### Eligibility requirements

3. You, and your proposed companion, must be above the age of majority in your Country, State or Province (as applicable) and you must have downloaded the Uber or Uber Driver App.
4. You, and your proposed companion, must be residents of Australia, New Zealand, United States of America, Canada (excluding Québec), United Kingdom or France.

5. You, and your proposed companion, must have a current passport and be eligible for a short-term visa to Australia. For visa information visit:  
<https://immi.homeaffairs.gov.au/visas/getting-a-visa/visa-finder/visit>.
6. You, and your proposed companion, must be available to undertake the scUber Experience on/between the following dates and must travel together:
  - a. Australia and New Zealand entrants: 10 – 15 June 2019;
  - b. United States of America and Canada entrants: 13 – 18 June 2019;
  - c. United Kingdom and France entrants: 16 – 21 June 2019.
7. You and your proposed companion must:
  - a. be in good health;
  - b. have no known or knowable physical or mental conditions that would affect your ability to safely undertake the scUber Experience or that would result in your participation creating a risk of danger to yourselves or to others; and
  - c. comply with applicable height, weight, health, fitness, skill, balance, dexterity and any other requirements reasonably required in order for you and your proposed companion to safely undertake the scUber Experience, (“Health Requirements”).

It is your (and your proposed companion’s) responsibility to ensure that you are sufficiently healthy and fit so as to safely participate in this Competition and undertake the scUber Experience.

Having regard to the abovementioned Health Requirements, the Promoters reserve the right to deem that a winner and/or their companion is not sufficiently healthy or fit in consultation with a medical professional. Winners and their companions must comply with all requirements and directions of the people responsible for the conduct of the Competition and the scUber Experience.

The Promoters reserve the right to exclude any entrant from the Competition on the grounds of that individual’s criminal record.

8. A winner and their companion will be required to sign indemnity and exclusion of liability forms (provided by the Promoters and/or any scUber Experience provider) in favour of the relevant parties involved in the Competition and/or the scUber Experience prior to undertaking any specified activities forming part of the Competition or prior to undertaking the scUber Experience. Winners and their companions may also be required to execute a media release, an affidavit of eligibility and release, and any required federal, state and local tax liability documents. If a winner and/or their companion does not sign any form/document provided within the time requested, that winner’s entry or claim will be deemed invalid. Where an entry or claim is deemed invalid, the Promoters reserve the right to determine a new winner in accordance with condition 31.
9. Directors, officers, management, employees and other staff (and the immediate families of directors, officers, management, employees and other staff) of a Promoter, or of the agencies or companies associated with this Competition 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 first cousin.
10. No purchase of goods or services is required to enter the Competition and the purchase of any goods or services from a Promoter will not improve your chance of winning.

#### *General conditions*

11. You can submit as many entries as you like. Multiple entries are accepted.
12. Once an entry is submitted, subject to law, you acknowledge that the entry may not be withdrawn, altered or deleted (except as and where required by the Promoters).
13. Your entry must be:
  - a. your original independent creation; and

- b. free from any claims, including but not restricted to copyright or trademark claims, by other parties.
14. The Promoters accept no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. The Promoters have no control over communications networks or services, the internet, or computer or telephone networks or lines and accept no responsibility for any problems associated with them. The Promoters are not liable for any consequences of user error including (without limitation) costs incurred. Any form of automated entry using any device or software is invalid. Entries are deemed to be received at the time of receipt by the Promoters not at the time of transmission by you.
15. Without limiting the above, incomprehensible and incomplete entries will be deemed invalid.
16. Costs associated with accessing the Competition website remain your responsibility.
17. All entries and materials submitted to the Promoters in connection with this Competition become the property of the Promoters and you warrant that you have the right to transfer these things to the Promoters. Each entry must be your original work. By entering this Competition you: (a) consent to the Promoters using your entries in any manner they see fit, including making copies of or publishing the whole or any part of your entry and otherwise exploiting the entry and any rights in relation to the entry, to publicise this Competition or for any other purposes; (b) undertake to the Promoters that your entry is not, and its use by the Promoters will not be, in breach of any third party intellectual property rights; (c) expressly consent pursuant to the moral rights provisions of the *Copyright Act 1968* (Cth) (or the equivalent legislation in your relevant jurisdiction (where applicable)) to the Promoters having unfettered right to treat your entry in any manner at their sole discretion and to alter your entry in any manner; and (d) will, at the Promoters' reasonable request and at the Promoters' cost, at all times do all things (including signing all documentation) necessary to give full effect to the requirements of this condition. For United Kingdom Competition entrants, in addition to publishing the whole or any part of your entry, the Promoters intend to publish the surname and county of residence of the winner. In accordance with these Terms and Conditions, you have the right to object to the publication of this information or to request that the amount of information which is published is reduced by contacting the Promoters.
18. This is a game of skill; chance plays no part in determining a winner. Each entry will be individually judged based on its literary and creative merit of the answer to the question provided. The judges' decision in relation to any aspect of the Competition will be final and binding on every person who enters. No correspondence will be entered into.
19. Your odds of winning will depend on the total number of entries received by the Promoters, as well as the quality of your entry, which will be determined by the Promoters in accordance with the judging criteria which is:
- relevancy to the Great Barrier Reef;
  - personality, flare and personal connection;
  - creativity;
  - awareness of the Great Barrier Reef.
20. Judging will take place at TEQ's office (being Level 8, Green Square North Tower, 515 St Pauls Terrace, Fortitude Valley QLD 4006) between 14:00 AEST on 1 June 2019 and 9:59 on 3 June 2019, with the winners to be publicly announced at 10:00 AEST on 3 June 2019.
21. Upon selection (which may occur prior to 10:00 AEST on 3 June 2019), each winner will be notified by email. Please note that it is your responsibility to actively monitor your nominated email account, including any 'Junk'/'Spam' folders. If a winner does not respond and accept the Prize within **twenty-four hours** of the email being sent by the Promoters, a replacement winner may be selected at the Promoters' discretion. Once a replacement winner is selected the original winner will have no claim to the Prize.

22. The Prize is awarded "as is" with no warranty or guarantee, either express or implied by the Promoters. A winner may not substitute, assign or transfer the Prize or redeem the Prize for cash, but the Promoters reserves the right, at their sole discretion, to substitute a Prize (or portion thereof) with one comparable or greater value.
23. The Promoters accept no responsibility for any variation in the value of the Prize or any variation in the Prize advertised and the Prize provided.
24. Any international and/or domestic travel which forms part of the Prize must be booked and completed by any dates specified by the Promoters. Any flights and accommodation constituting part of the Prize are subject to booking and availability. All costs associated with the Prize which are not specified to be included in the Prize, including but not limited to any transfer costs, meals, taxes, insurance and all other ancillary costs, are the responsibility of the winner and their companion. The winner and their companion are responsible for ensuring that they have all necessary travel insurance and documents to travel to the relevant location(s) (including a current passport and visas). The Promoters are not responsible for any cancellation, delay or rescheduling of flights and any costs incurred as a result (including, without limitation, accommodation costs) will be the sole responsibility of the winner and their companion.
25. A winner and their companion are advised to consult with a healthcare professional in their country of residence regarding recommended immunisations and/or health checks prior to travelling and to check for travel warnings and any perceived hazards with appropriate authorities, including [www.dfat.gov.au](http://www.dfat.gov.au).
26. You acknowledge that there may be inherent risks in some aspects of the Competition or the Prize, and that participation in the Competition and/or undertaking the scUber Experience may involve participating in dangerous activities. By entering this Competition and/or accepting the Prize, you accept that risk.
27. The Promoters will not be liable for any direct or indirect loss (including, without limitation, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this Competition or the scUber Experience, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
28. By entering the Competition, you accept that your voice, name, location and any other information submitted to the Promoters being broadcast and/or published, and you consent to the content of your entry being broadcast and/or published.
29. Entrants and/or a winner (and their companion) must participate in all promotional activity (such as publicity and photography) surrounding this Competition or the winning of the Prize (as reasonably requested by the Promoters), free of charge, and sign any additional documents reasonably required by the Promoters to give effect to this condition. Subject to law, you and your companion must consent to the Promoters using your names, likeness, images and/or voices (including photograph, film and/or recording of the same) in any media for an unlimited period of time without further notification, remuneration or compensation for the purpose of promoting, publicising or marketing the Competition (including any outcome), undertaking the scUber Experience and/or promoting any products or services distributed and/or supplied by the Promoters.
30. If you are unable to or refuse or fail to take part in any element of this Competition, or if your winning entry (where applicable) is deemed not to comply with these Terms and Conditions, the Promoters reserve the right to discard your entry and proceed as if you had not entered the Competition. Entries that, in the Promoters' judgment, are offensive, defamatory, or otherwise objectionable or in appropriate or that infringe any third-party rights will be invalid. If due to any reason whatsoever the Promoters become aware after you have won a Prize that you have not complied with these Terms and Conditions, then you will have no entitlement to the Prize, even if the Promoters have announced you as a winner and where applicable, you will be required, at the direction of the Promoters, to return, refund or otherwise make restitution of any portion of the Prize received.
31. As a condition of entry, entrants are required to provide Personal Information. This Personal Information will be collected and stored for the purposes of:

- administering the Competition and, where appropriate, award the Prize;
- improve the goods and services offered by the Promoters; and
- where your explicit consent has been obtained, provide you with marketing and promotional communications

For entrants in France, Canada, Australia or New Zealand, TEQ and Uber B.V., an entity established in the Netherlands, are acting as joint controllers.

For entrants in the United States of America, TEQ and Uber Technologies Inc are acting as joint controllers.

Uber Australia processes your Personal Information as described herein under the instructions and on behalf of Uber B.V. or Uber Technologies Inc., depending on your country of residence as described above.

The legal basis and purpose for such data processing is (i) compliance with the Promoters' legal obligations (including administering the Competition in accordance with these Terms and Conditions and applicable laws and regulation e.g. the requirement to publish the winner's name and county in accordance with the UK *Code of Non Broadcast Advertising*), and (ii) the Promoters' legitimate commercial interests in running this Competition.

If the Personal Information requested is not provided, you cannot enter the Competition and your entry is deemed ineligible. The Promoters may disclose your Personal Information to their promotional partners, contractors and agents to assist in conducting this Competition only. For clarity, you will not receive any marketing or promotional communications from such third parties. You can gain access to, update or correct any Personal Information held by the Promoters by contacting the Promoters' Privacy Officers at the Promoters addresses noted in condition 36. In France, you also have the right to erase your Personal Information or restrict its processing or to object to its processing, a right to data portability as well as a right to give general or specific instructions regarding the storage, deletion and communication of your Personal Data after your death by contacting the Promoters' Privacy Officers and the right to lodge a complaint with a supervisory authority (in France, the CNIL).

All Personal Information will be stored at the office of the relevant joint controllers or by its data storage providers. Your personal data will be retained for:

- as long as necessary for the administration of the Competition and for the duration of any related promotional activity;
- an appropriate additional period so that it is available in the event of a litigation or dispute for the relevant period under the applicable statute of limitations;
- as long as required by applicable laws; and
- where consent is given in accordance with condition 33, the duration of your consent to receive promotional marketing.

You have certain rights in respect of your Personal Information including the right to request access to and rectification or erasure of your Personal Information or restriction of processing as well as the right to data portability and the right to make a complaint to a supervisory authority.

The Promoters are located in Australia and therefore by entering the Competition you acknowledge that your Personal Information, as described in these Terms and Conditions, may be transferred and processed by the Promoters outside the European Economic Area. The Promoters will take reasonable steps to ensure the security of your Personal Information in accordance with applicable data protection laws. You can obtain

a copy of such transfer mechanism(s) by contacting the Promoters' Privacy Officers at the Promoters addresses noted in condition 36.

The privacy policies in relation to the treatment of Personal Information collected may be accessed at <https://teq.queensland.com/disclaimer-and-privacy> and <https://privacy.uber.com/policy>.

32. At the point of entry into the Competition, you will also be asked for your consent to collection of your Personal Information by TEQ for the purpose of using your information to assist TEQ in improving goods and services and to contact you in the future with direct marketing materials, including information on special offers or to advise you of TEQ's other programs, products, services, events or activities that the Promoters believe you may be interested in, via email. If you provide your consent, you acknowledge and agree that the TEQ may use your Personal Information in the manner set out in this condition, in accordance with these Terms and Conditions and the privacy policies identified herein. Your consent as described in this condition 33 is not a condition of entry into the Competition and you have the right to withdraw such consent to marketing at any time.
33. If for any reason any aspect of this Competition is not capable of running as planned for any reason beyond the reasonable control of the Promoters, including, but not limited to, by reason of war, terrorism, state of emergency or disaster (including natural disaster), infection by computer virus, telephone network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or anything which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Competition, the Promoters may, in their sole discretion, cancel, terminate, modify or suspend the Competition, invalidate any affected entries and/or, if necessary, provide an alternative prize to the same value as the original Prize.
34. The Promoters' decision concerning any aspect of this Competition is final and no correspondence will be entered into.
35. For any questions relating to the processing of your Personal Information set forth herein, please contact Tourism and Events Queensland of Level 8, Green Square North Tower, 515 St Pauls Terrace, Fortitude Valley QLD 4006, [privacy@queensland.com](mailto:privacy@queensland.com) and Uber Australia Pty Ltd of Level 8, 1 O'Connell Street, Sydney NSW 2000 (acting on behalf of Uber B.V. and Uber Technologies Inc), <http://t.uber.com/privacy-enquiry>.
36. "Personal Information" has the meaning attributed to it in the privacy laws applicable in your place of residence (i.e. *Information Privacy Act 2009* (Qld) or *General Data Protection Regulation (EU) (2016/679)* and national implementing legislation as amended from time to time) and may include, without limitation, any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
37. Subject to condition 39, this Competition and these Terms and Conditions will be construed in accordance with, and governed by, the laws of Queensland, Australia.
38. For entrants and winners in the United States: this Competition and these Terms and Conditions will be governed by, and construed in accordance with the laws in California, without giving effect to any choice of law or conflict of laws rules and all disputes related to the Competition must be brought in the state or federal courts in San Francisco, CA, as applicable. Furthermore, you agree that any dispute related to the Competition must be brought forward individually and you waive any right to a class action.

For entrants and winners in France: this Competition and these Terms and Conditions will be governed by and construed in accordance with these mandatory rules when they are applicable and any dispute shall be referred to, and may be finally settled by, the competent French Courts. Further and for the avoidance of doubt, the provisions of this

condition do not derogate from the French legal provisions applicable to Consumers (as such term is defined in the French Consumer Code).