

The Pigeon Project Competition Terms and Conditions

1. These terms and conditions constitute your agreement (“**Agreement**”) with JCDecaux Australia Pty Limited ACN 078 716 793 (the “**Promoter**”) of Units 2 & 3, 182 – 190 Euston Road, Alexandria NSW 2015. The Agreement relates to promotions, competitions, prize draws, and games of skill (each a “**Competition**”) conducted on or through the Pigeon Project website (the “**Website**”) in which you participate. The Promoter reserves the right, in its absolute discretion, to exclude or disqualify entries to the Competition, without needing any grounds for doing so, including winning entries. Without limiting the foregoing, the Promoter may do so if you do not comply with any provision of this Agreement.

2. In this Agreement “**Competition Schedule**” means the schedule for stages of the Competition showing entry periods, draw dates, notification dates and publication dates, as published by the Promoter at <https://www.thepigeonproject.com/PortalStaging/members/up-for-grabs.aspx>; “**End Date**” means the end date for each stage of the Competition as set out in the Competition Schedule or the published end date for each game of skill; “**Prize**” means a prize offered to winners of a stage of the Competition, as published by the Promoter at <https://www.thepigeonproject.com/PortalStaging/members/up-for-grabs.aspx> , or such alternate prizes as are permitted by this Agreement.

3. The Competition begins at 6:00am (Sydney time) on 9.09.2014 and closes at 4.00pm (Sydney time) on 31.08. 2015 (“Competition Period”).

4. The Competition Period is comprised of Twelve (12) stages and a Major Prize Draw (each a “Stage”) as set out in the table below:

Stage	Stage Entry Period (6:00am – 4:00 pm)	Prize Draw date	Notification date	Publication date
Major Prize	09.09.-14 – 08.09.-15	08.09.-15	9.09.-15	10.09.-15
1	9.09.14. – 25.09.-14	25.09.14.	26.09.-14.	29.09.-14.
2	29.09.-14. – 30.10.-14	30.10.-14.	31.10.-14.	3.11.-14.
3	03.11.-14- 27.11.-14	27.11.-14	28.11.-14.	1.12.-15.
4	01.12.-15- 11.12.-15	11.12.-15.	12.12.-15.	19.12.-15.
5	12.12.-15- 29.01.-15	29.01.-15.	30.01.-15.	02.02.-15.
6	02.02.-15- 25.02.-15	26.02.-14.	27.02.-15.	02.03.-15.
7	02.03.-15- 25.03.15	26.03.-15.	27.03.-15.	30.03.-15.
8	30.03.-15– 30.04.-15	30.04.15.	01.05.-15.	04.05.-15.
9	04.05.-15– 28.05.-15	28.05.-15.	29.05.-15.	01.06.-15.
10	01.06.-15– 25.06.-15	25.06.-15.	26.06.-15.	29.06.-15.
11	29.06.-15– 30.07.-15	30.07.-15	31.07.-15	03.08.-15
12	03.08.-15– 27.08.-15	27.08.-15.	28.08.-15	31.08.-15

5. The Competition is authorised under permit numbers **LTPS/14/07030** and **LTPM/14/00972**. The Competition will be conducted in stages in accordance with the Competition Schedule. Entries received after any End Date, for whatever reason, whether through the fault of the Promoter or otherwise, may not be accepted for the relevant stage of the Competition. The Promoter reserves the right to make alterations to the Competition and the Competition Schedule, in which event it will make reasonable endeavours to contact entrants or publish details of the alterations on the Website.
6. Participation in the Competition is open to all residents of New South Wales, Queensland and Victoria who are validly registered as members of the Website and the Pigeon Project online community, other than employees of or contractors to the Promoter and any related entities of the Promoter, and families of any such people. Entry is not available to persons aged under 18 years.
7. Eligibility for entry to a stage of the Competition will be as published on the Website. Where entry is conditional on completion of a survey, only one entry is permitted for completing any particular survey (even if the participant completes the particular survey multiple times). A participant may not use multiple email addresses or identities to submit multiple entries to a Competition or stage of a Competition. Participants may be allowed multiple entries by the Promoter on certain conditions, e.g. if they refer other participants to the Website. Any such special conditions will be published by the Promoter on the Website in connection with the Competition in question. Without limiting any part of this Agreement, the Promoter may disqualify an entrant if it suspects that the entrant has improperly submitted multiple entries for a particular stage, or has otherwise manipulated its entries or number of entries in the Competition.
8. The Promoter may require entrants to validate any one or all of their entries in the Competition at any time. The Promoter may require an entrant to provide proof of identity, proof of age, proof of residency at the nominated prize delivery address and/or proof of compliance with any other eligibility or entry criteria. Identification considered suitable for verification is at the Promoter's discretion. After identification documents available have been established, if requested, an entrant must deliver copies within 7 days of being asked to do so. At the Promoter's request, an entrant must also allow the Promoter to inspect and copy the original of any such documents within 7 days of being asked to do so.
9. The Promoter may promote and run Competitions comprising games of skill not included in the Competition Schedule. In that event the Promoter will publish all relevant details and conditions relating to the Competition on the Website, including entry dates, judging dates, notification dates, and criteria by which Competition entries will be judged. Unless specified in the conditions of the particular Competition entry, entries will be judged by appropriately qualified employees or consultants of the Promoter.

10. Prize draws will be conducted at Level 7, 99 Macquarie Street, Sydney, NSW, 2000 at 4pm on each date shown in the Competition Schedule. Winners of prizes will be drawn by chance from the pool of entries for the particular stage of the Competition. Prizes will be drawn in the order shown in the Competition Schedule.
11. Prizes may be subject to terms and conditions issued by the manufacturer, issuer or promoter of an individual Prize ("**Prize Issuer**"). You agree to be bound by any such terms and conditions. You agree to use any Prize only in accordance with any directions of use or terms and conditions issued by the Prize Issuer. Any brands, trade marks, logos, corporate indicia or intellectual property of or relating to Prize Issuers remains their respective property. The promotion of a particular Prize does not necessarily imply any connection between the Promoter and the Prize Issuer, or any endorsement or approval of the Competition by the Prize Issuer.
12. All Prizes are valued as at the commencement date of the Competition and the Promoter takes no responsibility for any variation in prize valuation. The Promoter reserves the right to substitute an alternative prize which, in the Promoter's reasonable opinion, is of equivalent value to any of the stated Prizes. No Prize is redeemable for cash.
13. Subject to clause 17 below, the Promoter will not be liable for any loss or damage of any kind whatsoever, including without limitation any personal injury or damage to property, resulting from or in connection with your participation in the Competition, the awarding of any Prize, or the winner's use or enjoyment of any Prize, or inability to use or enjoy any Prize.
14. Without limiting the previous clause, the Promoter will have no liability to any winner if the winner fails to claim the Prize for any reason, if the winner has provided any incorrect information including without limitation contact or address details, or if the winner is otherwise unable to enjoy the benefit of the Prize for any reason beyond the control of the Promoter.
15. You warrant that all information provided by you is true and correct. Personal information will be collected and dealt with in accordance with the Promoter's privacy policy, a copy of which is available for viewing at <https://www.thepigeonproject.com/PortalStaging/members/privacy-policy.aspx>. Despite anything in that policy, your personal information may be disclosed to State and Territory lottery departments and winners' names published as required under the relevant lottery legislation.
16. The Promoter may request, on reasonable notice, that winners participate in reasonable promotional activity (such as publicity and photography) in connection with the winning of a Prize. The winner must participate in any such request at their own cost (unless they are asked to travel outside of their State capital city), and winners consent to the Promoter using their name, image, likeness and / or voice in promotional material for the Competition and the Website in perpetuity, including for the promotion of any products manufactured, distributed and / or supplied by the Promoter.

17. The Promoter makes no warranties of any kind in relation to the Competition or any goods and/or services offered in the Competition including without limitation any Prize. All statutory and other warranties, guarantees, promises or representations, however made or given and whether express or implied, as to quality, merchantability or fitness for purpose of any such goods or services are expressly negated and excluded to the fullest extent permitted by law. This Agreement will not be read or applied so as to purport to exclude, restrict or modify, or have the effect of excluding, restricting or modifying, the application of all or any of the provisions of the *Competition and Consumer Act 2010*, the *Australian Consumer Law*, or any other statute, Act or law of the Commonwealth of Australia or any State or Territory thereof which by law cannot be excluded, restricted or modified. Without prejudice to any of the foregoing, if the Promoter incurs a liability to any person under such legislation, the liability of the Promoter is limited to the supply of equivalent goods or services, or the payment of the costs of supplying equivalent goods or services.
18. Winners will be notified by email and the winners of each stage will be published on the member portal page of the Website. Where practicable, Prizes will be sent to winners with such notification, or as soon as reasonably practicable thereafter. The Promoter accepts no responsibility for Prizes lost or damaged in transit.
19. A winner is responsible for all costs and expenses incurred in enjoying any Prize and (in particular but without limitation) a Prize does not include any travel to or from any applicable venue at which the Prize may be located or used.
20. Prizes must be claimed within the timeframe notified to winners by the Promoter. Unclaimed prizes will be re-drawn from the pool of entrants for the stage in question in accordance with there-draw schedule below. Winners of re-drawn prizes will be notified, and names of winners will be published, in the same way as specified above.

Stage	Re-draw date	Re-draw notification	Re-draw publication
Major Prize	08.12.-15	9.12.-15	10.12.-15
1	5.01.-15	06.01.15.	06.01.15.
2	30.01.-15	02.02.15.	03.02.15.
3	27.02.-15	2.03.15.	3.03.15.
4	11.03.-15	12.03.15.	13.03.15.
5	29.04.-15	30.04.15.	01.05.15.
6	25.05.-15	26.05.15.	27.05.15.
7	25.06.15	26.06.15.	29.06.15.
8	30.07.-15	31.07.15.	3.08.15.
9	28.08.-15	31.08.15.	1.09.15.
10	25.09.-15	28.09.15.	29.09.15.
11	30.10.-15	2.11.15	3.11.15
12	27.11.-15	30.11.15	01.12.15

21. This Agreement is made in the State of New South Wales. It shall be construed in accordance with and shall be governed by the laws for the time being in force in the State of New South Wales and the Commonwealth of Australia. You irrevocably submit to and accept the non-exclusive jurisdiction of any of the courts of the State of New South Wales in relation to any dispute relating to this Agreement. Nothing prevents the Promoter from commencing any proceedings against you in a court outside of New South Wales.
22. This Agreement is personal to you and you may not assign or novate any of your rights under this Agreement. The Promoter may assign this Agreement, the benefit of this Agreement, or any of its rights under this Agreement in its discretion. This Agreement, together with any special conditions of entry published by the Promoter prior to entry, forms the entire agreement between you and the Promoter with respect to the Competition. Each provision of this Agreement capable of having effect after termination and each representation and warranty made in this Agreement shall survive the termination of this Agreement.
23. All enquiries or communications relating to the competition should be addressed to the Promoter at the address listed above, or by contacting the Promoter at +61 2 9256 2000 or support@pigeonproject.com.