



Building Safer Roads; Creating Safer Drivers.

Leighton Contractors Youth Drive Safe Initiative 2011 TERMS AND CONDITIONS

1. These terms and conditions of participation (**Terms**) apply to the Initiative. Participation in the Leighton Contractors Youth Drive Safe Initiative (**the Initiative**) is deemed acceptance of these Terms.
2. The Initiative is run by Leighton Contractors Pty Ltd ABN 98 000 893 667, Level 6, HQ South Tower, 520 Wickham Street, Fortitude Valley, QLD 4006 (**Leighton Contractors**).
3. Entry to the Initiative will be open from 9.00am local time on 28 March 2011 and 17:00 local time on 13 May 2011 (**Entry Period**).

PARTICIPATION

4. Participation in the Initiative is open to Queensland secondary state school students aged 16 years or over, who, as at 12 July 2011:
 - a. attend:
 - i. Benowa State High School
 - ii. Bremer State High School
 - iii. Bundamba State Secondary College
 - iv. Gladstone State High School
 - v. Ipswich State High School
 - vi. Keebra Park State High School
 - vii. Kirwan State High School
 - viii. Loganlea State High School
 - ix. Mabel Park State High School
 - x. MacGregor State High School
 - xi. Pimlico State High School
 - xii. Shailer Park State High School
 - xiii. Southport State High School
 - xiv. Tannum Sands State High School
 - xv. Toolooa State High School
 - xvi. Townsville State High School
 - xvii. William Ross State High School
 - xviii. Woodridge State High School(each an **Eligible School**); and
 - b. have a valid Learner Licence in Queensland or be eligible to obtain a Learner Licence in Australia before 12 July 2011, (**Eligible Entrants**), but excludes management, employees and contractors of Leighton Contractors and any agency, firms or companies associated with the Initiative, and their immediate families.
5. To enter the Initiative an Eligible Entrant must:
 - a. during the Entry Period, accurately complete and submit an Initiative entry form online by visiting www.leightondrivesafe.com.au (**the Website**); and
 - b. if the Eligible Entrant is under 18 years of age:
 - i. the Eligible Entrant must have their parent or guardian's consent to participate in the Initiative, on these Terms, for the duration of the Entry Period; and
 - ii. the Eligible Entrant's parent or guardian must agree to these Terms (and in particular paragraphs 34, 35, and 36 of these Terms),(**Eligible Entries**).
6. Limit of one application per Eligible Entrant.

DRAWS

7. Eighteen random draws will take place on 20 May 2011, one in respect of the Eligible Entries from each Eligible School (**Draws**).
8. Each Draw will take place at the Leighton Contractors' premises located at Level 6, HQ South Tower, 520 Wickham Street, Fortitude Valley, QLD 4006 (**Draw Location**) and be conducted by a representative of Leighton Contractors Management Team.

SUCCESSFUL ENTRANTS

9. The first:
 - a. 35 Benowa State High School
 - b. 35 Bremer State High School
 - c. 35 Bundamba State Secondary College
 - d. 35 Gladstone State High School
 - e. 35 Ipswich State High School
 - f. 35 Keebra Park State High School
 - g. 35 Kirwan State High School
 - h. 35 Loganlea State High School
 - i. 35 Mabel Park State High School
 - j. 35 MacGregor State High School
 - k. 35 Pimlico State High School
 - l. 35 Shailer Park State High School
 - m. 35 Southport State High School
 - n. 35 Tannum Sands State High School
 - o. 35 Toolooa State High School
 - p. 35 Townsville State High School
 - q. 35 William Ross State High School
 - r. 35 Woodridge State High School

(**Successful Entrants**), will win the opportunity to participate in a Driver Training Package consisting of five one hour Driver Training lessons, with a driver training provider nominated by Leighton Contractors (**Nominated Provider**) valued at approximately \$300 (including GST) (RRP) (**Driver Training Package**).

10. An additional 20 Eligible Entrants per Eligible School will be drawn and placed on a standby list of Eligible Entrants for the purpose of Leighton Contractor's distribution of unclaimed, unused and/or forfeited Driver Training Package in accordance with these Terms (Standby List).
11. Successful Entrants will be able to undertake their Driver Training Package in a vehicle supplied by Leighton Contractors or the Nominated Provider.
12. Nominated Providers may vary for each Eligible School.
13. Successful Entrants will be notified via their Eligible School and published on the Website on 24 May 2011.
14. To accept and make use of the Driver Training Package, Successful Participants must:
 - a. have a valid Learner Licence in Queensland;
 - b. sign, and if they are under 18, their parent or guardian must sign, a release and indemnity agreement (Participation Agreement) in favour of, and on terms required by, Leighton Contractors prior to undertaking their first Driver Training Package lesson;
 - c. return the Participation Agreement to Leighton Contractors by the date stated on the Participation Agreement;
 - d. enrol with the Nominated Provider before 31 August 2011, including completing all relevant documentation required by the Nominated Provider to undertake Driver Training Package lessons; and
 - e. book five one hour Driver Training Package lessons directly with the Nominated Provider for their Eligible School between 12 July 2011 and 31 December 2011.
15. Use of Driver Training Package lessons received as part of the Initiative is subject to the standard terms and conditions, scheduling and availability of the Nominated Provider for Successful Entrant's Eligible Schools (as set out in paragraph 9 of these Terms).
16. Any confirmed Driver Training Package lessons not attended or cancelled by the Successful Entrant directly with the Nominated Provider for their Eligible School with 24 hours notice will be deemed forfeited by the Successful Entrant.

17. Leighton Contractors reserves the right to withdraw a Successful Entrant's participation in the Initiative for poor attendance at confirmed Driver Training Package lessons, cancellations of confirmed Driver Training Package lessons without 24 hours notice, or any inappropriate or unacceptable behaviour.
18. Successful Entrants who have successfully completed the full five one hour Driver Training Package lessons they received as part of the Initiative, will receive a certificate of achievement from Leighton Contractors (**Certificate of Achievement**).
19. Where a Successful Entrant has not enrolled to undertake their Driver Training Package lessons with the Nominated Provider for their Eligible School (as set out in paragraph 9 of these Terms), before 31 August 2011, Leighton Contractors will distribute their unused Driver Training Package lessons to the next Eligible Entrant on the relevant Eligible School's Standby List.
20. Eligible Entrants who are selected from their Eligible School's Standby List to receive a Driver Training Package become "Successful Entrants" for the purposes of paragraph 9 of these Terms and will be notified by post on 13 September 2011.
21. Successful Entrants (including any Successful Entrants from a Standby List) must use the full five hours of the Driver Training Package they have received as part of the Initiative by 31 December 2011. Any Driver Training Package lessons not used by this date will be forfeited by the Successful Entrant.
22. Leighton Contractors makes no warranty or representations that Successful Entrants who receive a Driver Training Package as part of the Initiative will achieve any particular proficiency of driving ability or be qualified to undertake testing for the purposes of obtaining a provisional or other licence.
23. Driver Training Packages are not transferable, exchangeable or redeemable by the Successful Entrant for cash. If any Successful Entrant does not accept their Driver Training Package or, where applicable, their Certificate of Achievement, then they are forfeited. Leighton Contractors is not obliged to provide substitutes for either reward component or to provide their equivalent in cash.
24. All other costs associated with undertaking a Driver Training Package are the responsibility of the Successful Entrant including travel to and from the relevant premises of the Nominated Provider for their Eligible School.
25. If Leighton Contractors (or any of the Nominated Providers set out in paragraph 9 of these Terms) is unable to provide any Successful Entrant with a Driver Training package, Leighton Contractors reserves the right to supply an alternative reward of similar monetary value.
26. Leighton Contractors takes no responsibility for any variation in the value of a Driver Training Package.
27. The total maximum reward pool value is \$190,000.
28. Leighton Contractors accepts no responsibility for any tax liabilities that may arise from receiving any rewards under the Initiative.

GENERAL

29. All decisions of Leighton Contractors in relation to any aspect of the Initiative, including whether the eligibility criteria have been met or these Terms have been satisfied, are final and binding. No correspondence will be entered into.
30. Leighton Contractors accepts no responsibility for any entry forms not received during the Entry Period or otherwise. Entry forms submitted via the Website will be deemed to be accepted at the time of receipt and not at the time of transmission. Leighton Contractors takes no responsibility for lost, late or misdirected entry forms. Leighton Contractors is not responsible for technical difficulties with the application mechanism and does not warrant that the application mechanism will be available at all times.
31. Leighton Contractors reserves the right to disqualify an Eligible Entrant at any time in the event of non-compliance with these Terms.
32. Any Eligible Entrant who, in the opinion of Leighton Contractors, tampers or interferes with the application mechanism in any way or who does not properly comply with the participation process, will be ineligible to receive a Driver Training Package.
33. To the extent permitted by law, Leighton Contractors shall not be liable for any loss or damage whatsoever (including but not limited to direct or consequential loss) or personal injury suffered or sustained in connection with the Initiative. All Eligible Entrants participate in the Initiative at their own risk and agree to indemnify Leighton Contractors for any claims or otherwise made against the Leighton Contractors in connection with their involvement in the Initiative.

ELIGIBLE ENTRANTS ACKNOWLEDGEMENTS

34. Eligible Entrants understand and agree that Leighton Contractors may use and disclose (including to its related companies, contractors, agents and other third parties) the information provided by the Eligible Entrant for purposes connected with the Initiative, including but not limited to, for administration, professional advice and marketing purposes. If the Eligible Entrant would like to access or correct the personal information that Leighton Contractors holds about them, or the Eligible Entrant does not wish the information to be disclosed, the Eligible Entrant should advise Leighton Contractors by contacting John Morton in writing at PO Box 5000, Crows Nest, NSW 1585. Written confirmation will be required. Eligible Entrants who do not permit the personal information they have provided when applying to participate in the Initiative to be disclosed to the Nominated Provider for their Eligible School (as set out in paragraph 9 of these Terms), will not be able to receive a Driver Training Package.
35. Eligible Entrants agree that Leighton Contractors may collect, use and disclose:
- any personal information provided by the Eligible Entrant to the Nominated Provider for their Eligible School (as set out in paragraph 9 of these Terms); and
 - any records held by the Nominated Provider for the Eligible Entrant's Eligible School (as set out in paragraph 8 of these Terms) in respect of the Eligible Entrants enrolment to undertake or use of a Driver Training Package received as part of the Initiative,
- for the purpose of administering the Initiative in accordance with these Terms and for the purpose of obtaining professional advice. Eligible Entrants who do not agree will not be eligible to receive a Driver Training Package as part of the Initiative.
36. By participating in the Initiative, each Eligible Entrant agrees that:
- the Eligible Entrant may be contacted by Leighton Contractors (or its agent) to provide comments about the Initiative (the **Comments**);
 - Leighton Contractors (or its agent) may take photos or video of the Eligible Entrant (together, the **Photos**), and the Eligible Entrant will cooperate with any reasonable request to co-operate in relation to the taking of Photos;
 - Leighton Contractors may use, reproduce, modify, alter, adapt the entry forms, Comments and Photos (together, the **Materials**) and may communicate them to the public anywhere, in any form and in any media (including any media not yet in existence at the time of the Initiative) for any purpose including Leighton Contractors marketing and promotional purposes without compensation or reference to the Eligible Entrant. Leighton Contractors may license, authorise or otherwise transfer the rights in the Material to others to do the same;
 - the Eligible Entrant does not own any right, title or interest, including any intellectual property rights, in the Materials and that Leighton Contractors owns all such right, title and interest, in the Materials. By participating in the Initiative the Eligible Entrant assigns absolutely any right, title and interest, including intellectual property rights, that they have in the Materials to Leighton Contractors so that all such right, title and interest throughout the world vests automatically in Leighton Contractors on their creation;
 - the Eligible Entrant unconditionally and irrevocably consents to Leighton Contractors doing or failing to do any act in relation to the Materials that may, except for this paragraph, infringe their moral rights;
 - the Eligible Entrant waives any and all moral rights they have in the Materials outside Australia; and
 - the Eligible Entrant agrees not to institute, maintain or support any claim for infringement of their moral rights in the Materials.

PARENTS AND GUARDIANS

37. The parent or guardian of all Eligible Entrants under 18 years of age who participate in the Initiative acknowledge that they are provided with the opportunity for their child to have the chance to be awarded a Driver Training Package as part of the Initiative, as consideration for their agreement to these Terms.
38. Each Eligible Entrant and, if the Eligible Entrant is under 18 years of age, their parent or guardian, acknowledges and agrees that it is a condition of participation in the Initiative that the Eligible Entrant be capable of agreeing to these Terms and giving the consents contained herein.
39. The parent or guardian of each Eligible Entrant:
- Eligible Entrant in respect of whom they agree to these Terms, will comply with these Terms; and
 - warrants, that the Eligible Entrant in respect of whom they agree to these Terms, is capable of agreeing to these Terms and giving the consents contained herein.
40. The parent or guardian of each Eligible Entrant, agrees to indemnify Leighton Contractors and its related bodies corporate and contractors (the **Indemnified Parties**) for and against:
- any claims made by the Eligible Entrant, his or her guardian, or any member of his or her family, against any Indemnified Party in connection with the Initiative; and
 - any losses (including any liability) caused by any conduct of the Eligible Entrant which is inconsistent with these Terms.