UniSA Business School Winter School Competition Terms and Conditions

The UniSA Business School Winter School Competition (Promotion) is being run by the University of South Australia (Promoter), Level 1, 101 Currie Street Adelaide, Contact details: Alicia Lepka, Telephone 8302 9036, Email Alicia.lepka@unisa.edu.au. The total prize pool of this competition does not exceed $5,000.

By entering the Promotion, you agree to, and represent that:

A. you have read and understood these terms and conditions; and
B. if you are under 18 years of age, your parent or guardian has read these terms and conditions and has provided their approval for you to participate in the Promotion and to provide the personal information contained in your entry.

ENTRY

1. Eligibility

A. Entry is open to individuals who:
   (i) are currently enrolled undergraduate or postgraduate students of the Promoter, whose degree allows them to participate in Winter School in 2017 (a list of UniSA Business School degrees which include Winter School can be viewed at www.UniSABusinessSchool.edu.au/WinterSchool, which is subject to change at the discretion of the Promoter),

   (individuals who satisfy all of the abovementioned criteria being Eligible Entrants).

B. Each Eligible Entrant may only enter the Promotion once.

C. Entries open at 9:00am on Monday 25 July 2016 Adelaide time and close at 5:00pm on Friday 19 August 2016 Adelaide time (Entry Period). Entries received after the Entry Period will not be accepted. Incomplete entries received during the Entry Period will not be accepted.

D. An entry will only be eligible for the Promotion where it complies with these terms and conditions in every respect (Eligible Entry).

E. The Promoter may exclude from eligibility any entry which it considers (in the Promoter’s sole and absolute discretion):
   (i) does not or may not reflect positively on the Promoter;
   (ii) may damage the reputation or goodwill associated with the Promoter, its branding and other intellectual property;
(iii) is otherwise inappropriate; or

(iv) is no longer eligible due to a change in admissibility to the UniSA Business School Winter School.

F. No responsibility is taken by the Promoter for late, lost, incomplete, illegible or misdirected entries.

2. Method

A. To enter, Eligible Entrants must enter within the Entry Period, fill in and submit online the entry form at www.unisabusinessschool.edu.au/winterschool (Entry Form) and answer the following Promotion question on the Entry Form: ‘In 25 words or less, tell us which exciting Winter School opportunity you will choose’ (Caption).

B. By submitting an Eligible Entry to the Promotion the entrant agrees that if they are drawn as the winner of the Promotion, their name and Caption may be used by the Promoter for promotional and publicity purposes for the benefit of the Promoter, including (without limitation) on the Promoter’s Facebook page at www.facebook.com/UniSA and www.facebook.com/UniSACityWest.

C. Each entrant warrants that:

(i) the Caption was devised by the Eligible Entrant and is the Eligible Entrant’s original work; and

(ii) use of Caption as contemplated by these terms and conditions will not infringe the rights of any third party (including, without limitation, any third party copyright).

3. Prize draws

A. There will be one (1) prize awarded in the Promotion. The winner will receive an iPad Air 2 Wi-Fi 64GB in Gold valued at $634.55.

B. The prize will be determined at 3:00pm Adelaide time on Tuesday 23 August 2016.

C. The Promotion is a game of skill. Chance plays no part whatsoever in determining the winners.

D. The judging process shall be as follows:

(i) The judges shall select, from the pool of Eligible Entries, the one set of answers to the questions in the Entry Form that they judge to be the most unique and creative (as determined by the judges in their sole discretion); and

(ii) The Eligible Entrant who submitted that Entry Form will be declared the winner of the first prize.

E. The judges’ decision is final and no correspondence will be entered into regarding the decision or decision-making process.
F. The Promoter reserves the right to substitute any prize (or part thereof), with a similar prize (or part thereof) if necessary. Prizes are not transferable, redeemable for cash or otherwise substitutable, by the prize winners.

4. Prize winners announcement and prize collection

A. The winner will be notified by telephone or email address, as determined by the Promoter.

B. The name of the winner and the prize details will be prominently displayed at Level 2 David Pank Building, 160 Currie Street, Adelaide SA 5000 for at least seven days after the date on which the winner is determined. The name of the winner and the prize details will also be displayed on the Promoter’s Facebook page at www.facebook.com/UniSACityWest within 30 days of the date of each draw.

C. The prize winner must collect their prize from the Promoter between Wednesday 24 August 2016 and Wednesday 7 September 2016 by attending Level 2 David Pank Building, 160 Currie Street, Adelaide SA 5000 at any time between 9:00am and 5:00pm Adelaide time on a week day (that is not a public holiday in South Australia).

D. Winners may be asked to provide proof of identity, age or residence to confirm eligibility.

E. If the prize winner does not collect their prize during the period specified in paragraph 4C., then that winner will be deemed to have forfeited any right to the prize, and the Promoter may dispose of the prize.

5. Personal Information

A. Subject to paragraph 5C., the personal information of the Eligible Entrant, their legal guardian and representative will be handled in accordance with the Promoter’s privacy policy located at http://w3.unisa.edu.au/policies/policies/corporate/Privacy/Privacy1.asp.

B. By entering the Promotion, Eligible Entrants consent to the Promoter using their personal information to provide them with marketing, promotional and advertising information about the Promoter from time to time by email.

C. By entering the Promotion, entrants are providing personal information to UniSA.

6. General

A. The Promotion is in no way sponsored, endorsed, administered by, or associated with Facebook. Entrants:

   (i) release Facebook from any liability arising from, or in connection with, the Promotion; and

   (ii) must comply with any terms and conditions imposed by Facebook which may be applicable to the entrants’ participation in the
Promotion, including but not limited to the use of any intellectual property or branding.

B. In the case of intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the Promotion on the dates and in the manner described in these terms and conditions or otherwise, including but not limited to vandalism, power failures, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel, terminate, modify or suspend the Promotion and/or recommence it from the start.

C. To the extent permitted by law, Eligible Entrants and (if under the age of 18 years) their legal guardian, agree to indemnify and hold harmless the Promoter and each of its agents, instrumentalities, officers and employees and to keep them indemnified, against all loss, actions, proceedings, costs, expenses (including legal fees on a solicitor and own client basis), claims and damages arising from any breach by the Eligible Entrant of these terms and conditions and any award, acceptance, use of or participation in, any component of a prize.

D. To the extent permitted by law, all conditions, warranties, guarantees, rights, remedies, liabilities and other terms implied by statute, custom or the common law are excluded from the Promotion and these terms and conditions. If any supply under these terms and conditions is a supply of goods or services to a consumer within the meaning of the Australian Consumer Law, nothing contained in these terms and conditions excludes, restricts or modifies the application of any provision, the exercise of any right or remedy, or the imposition of any liability under the Australian Consumer Law, provided that, to the extent that the Australian Consumer Law permits the Promoter to limit its liability, then the Promoter’s liability will be limited to:

(i) in the case of services, the cost of supplying the services again or payment of the cost of having the services supplied again; and

(ii) in the case of goods, the cost of replacing the goods, supplying equivalent goods or having the goods repaired, or payment of the cost of replacing the goods, supplying equivalent goods or having the goods repaired,

and the Promoter (including its officers, employees and agents) excludes all liability arising whether in tort (including, without limitation, negligence), contract or otherwise for any personal injury or any other loss or damage (including without limitation loss of profit or loss of opportunity) whether direct, indirect, special or consequential arising in any way out of the Promotion or, if the Eligible Entrant is a winner, their use of the prize.

E. The conduct of the Promotion and these terms and conditions are governed by the laws of South Australia. By submitting an Eligible Entry, the Eligible Entrant submits to the exclusive jurisdiction of the courts of South Australia.