

## UNISA AIRPODS COMPETITION

### Schedule

<b>Competition</b>	University of South Australia Apple AirPods competition
<b>Promoter</b>	University of South Australia (ABN 37 191 313 308) a body corporate by virtue of the <i>University of South Australia Act, 1990</i> , as amended, of North Terrace Adelaide SA 5000
<b>Contact Details</b>	Emma Mellett, Telephone (08) 8302 9164, Email emma.mellett@unisa.edu.au
<b>Eligible Entrant</b>	An individual that satisfies each of the following criteria: <ol style="list-style-type: none"> <li>1. resident of South Australia;</li> <li>2. not an employee or student of UniSA or of a provider of the Prize, goods or services to the Competition;</li> <li>3. persons who are at least 15 years of age;</li> <li>4. for persons under 18 years of age (but who are at least 15 years of age), participating in the Competition with the approval of their parent or guardian.</li> </ol>
<b>Eligible Entry</b>	<b>Entries must:</b> <ol style="list-style-type: none"> <li>1. be submitted by an Eligible Entrant during the Entry Period; and</li> <li>2. comply with the terms and conditions (including this Schedule) in every respect.</li> </ol>
<b>Entry Period</b>	<b>Commences:</b> 9.00am on Monday, 28 January 2019 Adelaide time
	<b>Ends:</b> 11:59pm on Sunday, 28 April 2019 Adelaide time
<b>Entry Method</b>	To enter, entrants must complete and submit a hard copy entry form or online at <b>unisa.edu.au/win</b>
<b>Maximum number of Entries</b>	Each Eligible Entrant may only enter the Competition once.
<b>Judging Details</b>	<b>Commences:</b> 9.00am Adelaide time on Monday, 29 April 2019 Adelaide time
	<b>Conducted by:</b> UniSA personnel at Level 1, 101 Currie Street,

	Adelaide SA 5000	
	The judges will randomly select the winner from the pool of Eligible Entries ( <b>Prize Recipient</b> ).	
<b>Prize</b>	The Prize Recipient will win one of 2 x pairs of: <ul style="list-style-type: none"> <li>• 1 (one) x (of 2 (two) possible) pairs of Apple AirPods</li> </ul>	
<b>Prize announcement and collection</b>	Date of announcement: Monday, 29 April 2019	
	Displayed at:	1. Level 1, 101 Currie Street, Adelaide SA 5000
		2. on UniSA's website ( <a href="http://www.unisa.edu.au/futurestudentcomps">www.unisa.edu.au/futurestudentcomps</a> ); and
		3. on UniSA's Facebook page ( <a href="http://www.facebook.com/UniSA">www.facebook.com/UniSA</a> ).
	A. Dates for Prize collection: <b>Monday 29 April 2019 to Thursday 9 May 2019.</b>	
	B. Place for Prize collection: Level 1, 101 Currie Street, Adelaide SA 5000	
<b>UniSA rights to use and/or own your Entry</b>	See clauses 18, 21, 22 and 24 of the Terms and Conditions.	
<b>Additional Terms applicable to this Competition</b>	Not Applicable	

## UNISA AIRPODS COMPETITION

### Terms and Conditions

By entering the Competition, you agree and represent that:

- (a) you have read and understood these terms and conditions; and
- (b) if you are under 18 years of age (but at least 15 years of age), your parent or guardian has read these terms and conditions and has provided their approval for you to participate in the Competition and to provide the personal information contained in your entry. We may request written confirmation from your parent or guardian that they have provided the necessary approval.

Defined terms are contained in the Schedule.

## **PROMOTER**

1. The promoter of the Competition is UniSA. If you have any queries regarding the Competition, please contact UniSA on the Contact Details.

## **TERMS AND CONDITIONS**

### **Eligibility for entry**

2. Entry is open to any individual who is an Eligible Entrant.
3. Only Eligible Entries will be accepted.
4. Entries must be submitted during the Entry Period. UniSA takes no responsibility for late, lost, incomplete, illegible or misdirected entries, which will not be accepted.
5. You may only submit the Maximum Number of Entries.
6. UniSA may exclude from the Competition any entry which it considers (in its sole and absolute discretion):
  - 6.1. does not or may not reflect positively on UniSA;
  - 6.2. may damage the reputation or goodwill associated with UniSA, its branding and other intellectual property;
  - 6.3. is defamatory, abusive, obscene or constitutes vilification of third parties; or
  - 6.4. is otherwise inappropriate.

### **Entry Method**

7. You must enter the Competition in accordance with the Entry Method.

### **Judging of Eligible Entries**

8. Judging of all Eligible Entries will be conducted in accordance with the Judging Details.
9. The judges' decision is final and no correspondence will be entered into regarding the decision or the decision-making process.

### **Prize**

10. The Prize will be awarded to the Prize Recipient.
11. The Prize is not transferable, or otherwise substitutable, by the Prize Recipient. No component of the Prize may be redeemed for cash.

### **Announcement of Prize Recipient and Prize collection**

12. The Prize Recipient will be notified by email on the date set out in the Schedule, to the email address given on their entry.
13. The name of the Prize Recipient and the Prize details will be displayed at the place(s) set out in the Schedule for at least fourteen days after the date that the Competition is judged.

14. Unless otherwise agreed between UniSA and the Prize Recipient, the Prize Recipient must collect their Prize from UniSA at any time between 9:00am and 5:00pm on a weekday (that is not otherwise a public holiday in South Australia) during the period and at the place set out in the Schedule.
15. If the Prize Recipient does not collect their Prize during the period set out in the Schedule, then the Prize Recipient will be deemed to have forfeited any right to their Prize, and UniSA may dispose of or otherwise deal with the Prize as it sees fit.

### **Personal Information**

16. Your personal information will be collected by UniSA pursuant to this Competition and:
  - 16.1. used to administer the Competition, obtain any necessary authorisations to conduct the Competition, enable the identification of the Prize Recipient and to provide you (via email) with marketing, promotional and advertising information about UniSA; and
  - 16.2. handled in accordance with UniSA's privacy policy located at <http://w3.unisa.edu.au/policies/policies/corporate/Privacy/Privacy.asp>.
17. Unless otherwise stated, personal information will not be disclosed to third parties, except for the purposes of administering the Competition and the Prize.
18. By entering the Competition, you consent to:
  - 18.1. inclusion of your personal information on UniSA mailing lists. Your ability to opt out of any mailing lists is detailed in our privacy policy; and
  - 18.2. UniSA's use of your personal information to provide you (via email) with marketing, promotional and advertising information about UniSA.

### **General**

19. You acknowledge that UniSA is under no obligation to use your entry, and any reproduction or communication of your entry to the public (in accordance with these terms and conditions) is at its complete discretion.
20. The Competition is in no way sponsored, endorsed or administered by, or associated with, Facebook. If the Entry Method contains any use of Facebook, you:
  - 20.1. release Facebook from any liability arising from, or in connection with, the Competition;
  - 20.2. must comply with any terms and conditions imposed by Facebook which may apply to your participation in the Competition, including but not limited to the use of any intellectual property or branding;
  - 20.3. unless otherwise stated in the Entry Method, UniSA is not inviting you to post comments or any other material on the wall of its Facebook page. UniSA reserves the right to remove any posts on its Facebook page which it deems inappropriate.

21. By entering the Competition, you acknowledge and agree that if you are judged as the Prize Recipient, UniSA may:
  - 21.1. use your name; and
  - 21.2. interview you, and take your photo,for the marketing, promotional, publicity and other business purposes of UniSA, including without limitation, to display your name, photo and winning entry on UniSA's website ([www.unisa.edu.au](http://www.unisa.edu.au)) or Facebook page ([www.facebook.com/unisa](http://www.facebook.com/unisa)). You acknowledge and agree that you will not be entitled to any payment or compensation for such use or licence.
22. All entries become the property of UniSA. UniSA will own the copyright and all other intellectual property rights in your entry and to the extent possible, all such rights are assigned at the time of entry. You agree to sign any further documentation reasonably required by UniSA to give effect to that assignment.
23. By entering the Competition, you warrant to UniSA that your entry is your own original work, not copied from any other work, and that it does not infringe the copyright, trade mark or other intellectual property rights of any person.
24. By entering the Competition, you acknowledge and consent to UniSA using your entry either in full or in part for an unlimited period without remuneration for the purposes of promoting this Competition (including any outcome) and UniSA's goods or services.
25. All Prizes are subject to availability. In the event that any Prize or part of it becomes unavailable due to circumstances beyond UniSA's reasonable control, it reserves the right to provide a similar product or service of equivalent value as the original Prize, subject to any applicable laws.
26. There may be ancillary costs and expenses associated with participating in the Competition and collecting or using a Prize. These costs and expenses are your sole responsibility and will be borne by you. UniSA accepts no responsibility for any tax implications that may arise from winning a Prize and where appropriate, independent financial advice should be sought.
27. If the Prize includes travel, stunts or other physical activities, UniSA may at its discretion require the Prize Recipient to:
  - 27.1. obtain medical clearance from a medical practitioner approved by UniSA, in order to participate in the Competition and/or redeem the Prize; and
  - 27.2. execute a deed of release and indemnity in a form prescribed by UniSA, in order to further participate in the Competition and redeem the Prize.
28. Unless otherwise specified in the Schedule, if the Prize includes flights:
  - 28.1. it does not include transfers to and from the Prize Recipient's place of residence to the departure point, or transfers between the accommodation and airport;
  - 28.2. no frequent flyer or equivalent rewards program points will accrue to the Prize Recipient on the Prize flights or accommodation; and

- 28.3. the booking time of the flights will be determined by UniSA in its complete discretion.
29. If the Prize includes accommodation, the Prize Recipient may be required to present their credit card or a cash deposit upon arrival at any accommodation, to cover ancillary costs they may incur during their stay. The accommodation component of the Prize only includes room charges (and no ancillary costs such as room service).
30. If the Prize is date specific (eg. tickets to an event), the Prize Recipient must be available to redeem the Prize on that date. UniSA is not responsible for any changes in dates or times, or cancellations or re-scheduling of events, that may prevent the Prize Recipient from redeeming the Prize.
31. If a Prize includes the goods or services of a third party provider:
- 31.1. the Prize is subject to any applicable terms and conditions of use issued by that third party provider; and
- 31.2. unless otherwise stated, UniSA is not affiliated with, and does not sponsor or otherwise endorse, the third party provider or their goods or services.
32. If a Prize is to be delivered to a Prize Recipient, it will be delivered to the address nominated by the winner in their entry form, unless advised otherwise by UniSA. UniSA takes no responsibility for damage to the Prize during transit, or its theft or other damage after delivery to the Prize Recipient.
33. If there is any event that prevents or hinders UniSA's conduct of the Competition or its ability to deliver the Prize to the Prize Recipient, UniSA may, in its discretion, cancel the Competition and recommence it at another time under the same or other conditions.
34. To the maximum extent permitted by law, you agree to indemnify and hold harmless UniSA, (and its agents, instrumentalities, officers and employees) against all losses, proceedings, costs, expenses (including legal fees on a solicitor and own client basis), claims and damages arising from your breach of these terms and conditions, your participation in the Competition and any component of the awarded Prize.
35. To the maximum extent permitted by law, all conditions, warranties, guarantees, rights, remedies, liabilities and other terms which may be implied by statute, custom or the common law are excluded from the Competition 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 UniSA to limit its liability, then UniSA's liability will be limited to:
- 35.1. in the case of services, the cost of supplying the services again or payment of the cost of having the services supplied again; and
- 35.2. 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.

- 35.3. Except where otherwise required by law (or the rules of any applicable licensing authority), the conduct of the Competition and these terms and conditions are governed by the laws of South Australia. You submit to the exclusive jurisdiction of the courts of South Australia.