# La Trobe University Library Client Survey Competition 2022 Terms and Conditions

## Competition

- 1. La Trobe University (ABN 64 804 735 113) ("University") of Bundoora, Victoria, 3086, is conducting a competition called the "Library Client Survey Competition 2022" ("Competition").
- 2. These terms and conditions apply to the Competition and by submitting your entry you agree to be bound by these terms and conditions. Any entry that does not comply with these terms and conditions may be deemed invalid and ineligible to win a prize.
- 3. The Competition is open from 9.00am (AEST) 5 September 2022 until 11.59pm (AEST) 25 September 2022 ("Competition Period"). Any entry received after the expiry of the Competition Period will be deemed invalid. No responsibility is accepted for late, lost, delayed or misdirected entries. The University reserves the right to extend the Competition Period in its sole discretion.

#### **Entry**

- 4. The Competition is open to all currently enrolled undergraduate and postgraduate coursework students of the University and provided they reside in Victoria and/or New South Wales during the Competition Period. Entrants less than 18 years old must have the consent of their parent or guardian to enter the Competition. The University may request photographic ID as proof of an entrant's age and request written evidence of parental or guardian consent (if applicable). Any entrant that is unable or unwilling to provide the requested information will not be eligible to win a prize.
- 5. To enter the Competition, an entrant must:
  - a. complete a survey regarding their opinion of the University's library (the survey is available online at the University's Library website found here
     <a href="https://www.latrobe.edu.au/library/survey/your-library-is-listening">https://www.latrobe.edu.au/library/survey/your-library-is-listening</a>. This link will also be emailed to students); and
  - b. nominate to take part in the prize draw by providing their student number and campus location.
- 6. Entry into the Competition is free. Only one entry per person is permitted.
- 7. For the avoidance of doubt, any incomplete entries that do not satisfy the above requirements will be ineligible to win the prize.
- 8. Any entries deemed by the University to be inappropriate or offensive will be ineligible to win a prize and excluded from the Competition.
- 9. The Competition is not open to University staff members (including their immediate family members).
- 10. By submitting an entry, each entrant warrants to the University that:
  - a. if below 18 years of age, they have the permission of their parent or guardian to enter the Competition;
  - b. all details provided with their entry are true and accurate;
  - c. the entrant will comply with these Terms and Conditions;
  - d. their entry, and the University's use of their entry, will not:
    - infringe any person's copyright or other intellectual property rights;
    - infringe any person's privacy rights or any applicable privacy laws; or
    - breach any other laws.
- 11. Each entrant grants to La Trobe a perpetual, royalty-free licence to use, reproduce, publish and communicate their entry, including a right to sublicense it to other parties (including posting on

La Trobe's social media accounts, in any format for the purpose of the Competition and for La Trobe's marketing and promotional purposes.

## **Judging and Prizes**

- 12. The University will select up to 13 winners at random at the end of the Competition Period. ("Prize Winners").
- 13. The prizes will consist of:
  - a. First Prize: \$2,000 total in Visa gift cards (4 x \$500 cards);
  - b. Second Prize: \$1,500 total in Visa gift cards (3 x \$500 cards);
  - c. Third Prize: \$1,000 total in Visa gift cards (2 x \$500 cards);
  - d. Fourth to Thirteenth Prize: \$50 Visa gift card (10 available, separate and per person).
- 14. The prizes cannot be redeemed for cash.
- 15. For the avoidance of doubt, Each Prize Winner is only entitled to one prize.
- 16. The Prize Winners will be notified by email sent to their University student email account by 28 October 2022 with instructions for collecting their prizes at their nearest campus library, unless otherwise agreed to in writing with any Prize Winners. The Prize Winners will also be published on the University's Library website.
- 17. The decision of the University regarding the Prize Winners is final and will be binding on each entrant. No correspondence or communications will be entered into. If after reasonable efforts a Prize Winner cannot be contacted, cannot accept a prize or is deemed to be ineligible to enter the Competition, the University reserves the right to select a different Prize Winner and will publish the details of any different Prize Winner on the University's Library website.
- 18. If any event prevents or hinders the Competition or the University's ability to deliver a prize, the University may in its absolute discretion cancel the Competition, select another Prize Winner or provide a similar prize of equivalent value.
- 19. The University may refuse to award a prize, or seek its recovery, in the event of the relevant entrant's fraud, dishonesty, or non-entitlement under, or breach of, these terms and conditions.

#### **Personal Information**

- 20. Each entrant consents to the University using any personal information supplied or connected with their entry for the purposes of the Competition and for the University's marketing and promotional purposes.
- 21. The University handles personal information in accordance with its Privacy Policy and Procedure which is available at: <a href="https://www.latrobe.edu.au/privacy">www.latrobe.edu.au/privacy</a>

## **Disclaimer and Liability**

22. The University accepts no responsibility for invalid, misdirected, lost or delayed entries, any incorrect or inaccurate information, any equipment or technical error, or for any defect in, theft, destruction, unauthorised access to or alteration of any entry.

- 23. To the extent permitted by law, the University will not be liable for any injury, damages, expenses, or loss whatsoever (whether direct or indirect) to persons or property as a result of any person entering the Competition or accepting or using any prize, including without limitation non-receipt of any prize.
- 24. To the extent permitted by law, all warranties in respect of the prize, whether express, implied, statutory or otherwise, are excluded. To the extent such warranties cannot be excluded by law but liability can lawfully be limited, liability is limited at the University's option to replacing the prize or the cost of replacing the prize or acquiring an equivalent item.
- 25. The Competition is in no way sponsored, endorsed or administered by, or associated with, La Trobe's social media channels, including Facebook, Twitter and Instagram and any questions, comments or complaints regarding the Competition should be directed to the University.
- 26. Each entrant releases Facebook, Twitter and Instagram from any and all liability for any loss, damage or injury arising out of or in relation to the Competition.
- 27. This competition is conducted under, and must be construed by, the laws of the state of Victoria and the laws of Victoria govern the terms and conditions of this Competition.
- 28. To the extent of any inconsistency between these Terms and Conditions and any other information, documents, communications or representations relating to the Competition, these Terms and Conditions shall prevail.