2023 Student Barometer Survey Competition Terms and Conditions

Competition

- 1. La Trobe University (ABN 64 804 735 113) ("**La Trobe**") is conducting a competition called the *"Student Barometer Survey Competition"* ("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 10.00am 15 May 2023 to 11.59pm 5 June 2023 ("**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. La Trobe reserves the right to extend the Competition Period in its sole discretion.

Entry

- 4. The Competition is open to past and current La Trobe students resident in Victoria (Australia) who are 18 years of age or older.
- 5. To enter the Competition, entrants must:
 - a. complete the Student Barometer Survey accessible through the links received via their emails, or relevant on campus QR codes; and
 - b. opt into the Competition by providing their full name and email.
- 6. Eligible entrants acknowledge and accept that provision of their full name and email amounts to consent to enter into the Competition under these Terms and Conditions.
- 7. Incomplete entries that do not satisfy the above requirements will be ineligible to win a prize.
- 8. Entry into the Competition is free.
- 9. Entrants may enter the Competition only once.
- 10. The Competition is not open to La Trobe staff members (including their immediate family members).
- 11. Any entries deemed by La Trobe to be inappropriate or offensive will be ineligible to win a prize and excluded from the Competition.
- 12. By submitting an entry, each entrant warrants to La Trobe that:
 - (a) all details provided with their entry are true and accurate;
 - (b) the entrant owns or has the right to submit their entry for this Competition;
 - (c) The entrant will comply with these Terms and Conditions;
 - (d) their entry, and La Trobe'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.
- 13. 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

- 14. Following conclusion of the Competition Period, on the date of 31 August 2023, La Trobe will hold a prize draw at its Melbourne Campus ("**the Draw**"), where 10 entrants will be randomly selected to win 1 Prize each ("**Prize Winners**") (total of 10 Prize Winners).
- 15. Each prize will consist of 1 x Visa card of \$500 ("**Prize**").
- 16. The prizes cannot be redeemed for cash.
- 17. For the avoidance of doubt, each Prize Winner is only entitled to one Prize.
- 18. The Prize Winners will be notified by 15 September 2023 via email with instructions for collecting their Prize. Prize Winners acknowledge and accept that delivery of their Prize may be via email. Prize Winners will also be published on La Trobe's website.
- 19. La Trobe takes no responsibility for a Prize Winner not using the Prize before its expiry date.
- 20. The decisions of La Trobe regarding entrant eligibility and Prize Winners are 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, La Trobe reserves the right to select a different Prize Winner and will publish the details of any different Prize Winner on La Trobe's website.
- 21. If any event prevents or hinders the Competition or La Trobe's ability to deliver a prize, La Trobe may in its absolute discretion cancel the Competition, select another Prize Winner or provide a similar prize of equivalent value.
- 22. La Trobe 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. In the event of a dispute concerning the identity of the person who submits an entry, the entry will be deemed to have been submitted by the owner of the email account with which the entry is submitted.

Personal information

- 23. Each entrant consents to La Trobe using any personal information supplied or connected with their entry for the purposes of the Competition and for La Trobe's marketing and promotional purposes.
- 24. La Trobe handles personal information in accordance with its Privacy Policy and Procedure which is available at: <u>www.latrobe.edu.au/privacy</u>

Disclaimer and liability

- 25. La Trobe 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.
- 26. To the extent permitted by law, La Trobe 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.
- 27. 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 La Trobe's option to replacing the prize or the cost of replacing the prize or acquiring an equivalent item.

- 28. The Competition is in no way sponsored, endorsed or administered by, or associated with, La Trobe's social media channels, including Instagram and Facebook, and any questions, comments or complaints regarding the Competition should be directed to La Trobe.
- 29. Each entrant releases Instagram and Facebook from any and all liability for any loss, damage or injury arising out of or in relation to the Competition.
- 30. 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.
- 31. 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.