

2024 O-Week Student Bar and Student Lounge Competition Terms and Conditions

Competition

1. La Trobe University (ABN 64 804 735 113) ("**La Trobe**") is conducting a competition called the "**Name Our Student Bar and Lounge**" ("**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 9.00 am 1 February 2024 to 5.00 pm 9 February 2024** ("**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 all currently enrolled, undergraduate and postgraduate students of the La Trobe currently residing in Victoria.
5. Entrants must be at least 18 years old.
6. To enter the Competition, an entrant must:
 - a. Submit their name and student number via the relevantly signposted webpage available through MyLatrobe, along with name suggestions for La Trobe's new
 - (1) Student Bar; and
 - (2) Student Lounge;spaces. the number of suggestions in each entry is not limited.
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. The competition is not open to La Trobe staff members (including their immediate family members).
10. Any entries deemed by La Trobe to be inappropriate or offensive will be ineligible to win a prize and excluded from the Competition.
11. By submitting an entry, each entrant warrants to La Trobe that:
 - (a) Are over the age of 18;
 - (b) all details provided with their entry are true and accurate;
 - (c) the entrant owns or has the right to submit their entry for this Competition;
 - (d) the entrant has obtained consent from any person in their entry to use their image for this Competition;
 - (e) The entrant will comply with these Terms and Conditions;
 - (f) 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.
12. 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.

13. For the avoidance of doubt, LTU reserves the right in its absolute discretion to name the spaces as appropriate, without reference to this Competition and any specific name as suggested by either of the Prize Winner(s).

Judging and Prizes

14. Following conclusion of the Competition Period, on the date of **14 February 2024** ("**Decision Date**"), La Trobe will judge all valid entries received within the Competition Period and select 2 winners based on the most creative and innovative suggestions ("**Prize Winners**"), in the absolute discretion of La Trobe. Each Winner will receive 1 Prize (total of 2 Prize Winners, 1 prize for each Space). This Competition is not a game of chance and chance plays no part in determining the Prize Winners.
15. Each prize will consist of: 1 x pair of Apple AirPods with Lightning Charging Case [3rd Gen] ("**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. In the event a winning suggestion was submitted more than once by more than one different Entrant, the winner will be determined by reference to the first Entrant to have submitted that suggestion during the Competition Period, according to La Trobe's records.
19. The Prize Winners will be notified via email sent to their University student email account within 28 days of the Decision Date. Prize Winners will also be published on La Trobe's website and social media accounts.
20. Prize Winners based out of the Bundoora Campus will be required to pick up their Prize from the Student Life office at the Bundoora Campus. Prize Winners based out of any of the other campus will be required to provide their mailing address, the La Trobe will then mail the Prize. In the event a Prize Winner (after reasonable efforts by La Trobe) has not been contactable, and/or has failed to pick up their prize within the space of **8 weeks**, La Trobe reserves the right to determine an alternate Winner of that uncollected Prize on the basis of the 'next best suggestion' having regard to the selection criteria as described in clause 14, in the absolute discretion of La Trobe. All Entrants and Prize Winners acknowledge and agree that despite the selection of the new Winner, La Trobe may still use the suggestion of the original Winner.
21. 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.
22. 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.
23. 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 student number with which the entry is associated.

Personal information

24. 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.
25. La Trobe handles personal information in accordance with its Privacy Policy and Procedure which is available at: <https://policies.latrobe.edu.au/document/view.php?id=1>

Disclaimer and liability

26. 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.
27. 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.
28. 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.
29. The Competition is in no way sponsored, endorsed or administered by, or associated with, La Trobe's social media channels, including **MyLatrobe Hub, Facebook, and Instagram**, and any questions, comments or complaints regarding the Competition should be directed to La Trobe.
30. Each entrant releases **MyLatrobe Hub, Facebook, and Instagram** from any and all liability for any loss, damage or injury arising out of or in relation to the Competition.
31. 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.
32. 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.