# Macquarie University 2020 Future Students Competition Terms and Conditions

### Scope

- Instructions on how to enter the "Macquarie University 2020 Future Students Competition" (the Competition), information on prizes as well as other details for the Competition form part of these Terms and Conditions.
- 2. The terms and conditions of the Competition are governed by the laws of the State of New South Wales.
- 3. The Competition is a game of chance and is open to Eligible Entrants (defined below).

#### **Promoter**

4. The Promoter of the Competition is Macquarie University ABN 90 952 801237 of Building 1, 58 Waterloo Road, Macquarie Park, NSW 2113, (**Macquarie**). The Competition will be conducted and administered by Macquarie.

#### **Duration**

5. The Competition commences at 9.00am Australian Eastern Standard time on Friday, 1 May 2020 and closes at 5.00pm Australian Eastern Standard time on Friday, 30 October 2020 (**Entry Period**). Entries received before or after this period are not eligible.

## **Entrant Eligibility, Prize Winner Eligibility and How to Enter the Competition**

- 6. A person (an **Entrant**) may only enter the Competition if:
  - (a) they are (or will be) at least 15 years of age on 30 October 2020;
  - (b) they **are not** a current employee or contractor of Macquarie or of any Controlled Entity of Macquarie or a member of their immediate family; and
  - (c) they are not a current student of Macquarie.
- 7. To enter the Competition an Entrant must during the Entry Period:
  - (a) where a Macquarie event is advertised at a careers market/day/expo/event during the Entry Period, visit that Macquarie event site and complete all of the mandatory sections of an electronic Macquarie Interest Form (a **Completed Interest Form**); and
  - (b) electronically submit the Completed Interest Form through (an **Entry**).
- 8. An Entry that meets the requirements in clause 7 is an **Eligible Entry**.
- 9. Each Entrant who submits a Completed Interest Form during the Entry Period:
  - (a) warrants and represents that they satisfy the requirements of clause 5 of these Terms and Conditions; and
  - (b) is deemed to have accepted and agreed to these Terms and Conditions.

- 10. Each Entrant is only permitted to submit one Completed Interest Form and enter the Competition once. Macquarie reserves the right, at its sole discretion, to disqualify any Entrant who submits more than one Entry.
- 11. Macquarie reserves the right to verify the eligibility and validity of all Entrants and Entries and to disqualify any Entrant from the Competition who, in its opinion:
  - (a) has interfered with the entry process;
  - (b) has entered in a manner that is in breach of these Terms and Conditions;
  - (c) has not submitted a valid Entry; or
  - (d) has engaged in any unlawful or other improper conduct calculated to jeopardise the fair and proper promotion and conduct of the Competition.

### **Prize Draw, Prizes and Prize Conditions**

- 12. Macquarie will conduct the draw at its premises at 12PM Australian Eastern Standard Time on **Monday**, **2 November 2020**. One Entry will be drawn at random from all Eligible Entries, such that each Eligible Entry has an equal change of winning a Prize. Subject to clauses 6 and 17, the first Eligible Entrant that is drawn will be the winner (**Prize Winner**) and will be awarded a JB Hi Fi gift card with a value of \$1,000 (**Prize**).
- 13. There is one prize and the total Prize pool is valued at \$1,000.
- 14. <u>Prizes Not Transferable or Redeemable for Cash:</u> The Prize or any unused portion of the Prize is not transferrable or exchangeable and cannot be redeemed for cash. If the Prize is unavailable, Macquarie in its discretion reserves the right to substitute the Prize with a prize of equal value, subject to the approval of relevant regulatory authorities.
- 15. At any time during communication with a Prize Winner or an Entrant (whether or not an Eligible Entrant), Macquarie may reasonably request further information from that person, including to verify the identity of the Entrant, that the Entrant is an Eligible Entrant and that the Entrant has complied with these Terms and Conditions. Any decision by Macquarie on the conduct of the Competition (including whether an Entrant is an Eligible Entrant) is final and binding and no correspondence will be entered into.

# Notification of Prize Winner, Prize Winner Eligibility, Collection of Prize and Publication of Prize Winner

- 16. The Prize Winner will be notified by phone and/or email on or before **Thursday**, **4 November 2020** (including advising and confirming eligibility requirements for the Prize and to sort out arrangements for the delivery and redemption by them of their Prize).
- 17. <u>Prize Winner Eligibility and Prize Redemption Requirements:</u> The Prize Winner must comply with the following requirements to redeem their Prize:
  - (a) provide Macquarie with their address for the purpose of Macquarie arranging the delivery of the Prize;
  - (b) provide Macquarie with photographic identification to confirm their identity and that they satisfy the minimum age requirement for an Entrant;

- (c) where a Prize Winner satisfies the minimum age requirement for an Entrant but has not attained the age of 18 years at the end of the Entry Period, that Prize Winner must prior to the delivery of the Prize provide to Macquarie the consent in writing from a parent or legal guardian of that Prize Winner to that Prize being awarded to them in accordance with these Terms and Conditions; and
- (d) if requested by Macquarie, agree and submit to the taking by Macquarie of a photographic image of them which may be used by Macquarie in connection with any story, article or news item that Macquarie may wish to publish in connection with the Competition.
- 18. The name of the Prize Winner will be published by Macquarie on the Macquarie University Facebook page on **Friday**, **13 November 2020**. Macquarie may also publish the names of the Prize Winners on such other Macquarie University social media channels and websites and publications as Macquarie may determine. Each Entrant agrees to the publication of the name of the Prize Winner on that Facebook page and in those other publications and/or social media channels and/or websites for that purpose.

### 19. Unclaimed Prizes:

- (a) If:
  - (i) Macquarie is unable to contact the Prize Winner (using the email or phone number provided by the Prize Winner in their Entry) to advise them that they have won a Prize by **Thursday, 4 February 2021**; or
  - (ii) a Prize Winner does not meet any of the requirements set out in clause 17 of these Terms and Conditions,

that Prize will be forfeited by the Prize Winner and will be classified as an Unclaimed Prize.

- (b) Macquarie will conduct an Unclaimed Prize draw for any Unclaimed Prizes by the later of:
  - (i) Friday 5 February 2021; or
  - (ii) 14 days after a Prize becomes an Unclaimed Prize.
- (c) All of the Eligible Entrants (with the exception of the Prize Winner) will be included in the Unclaimed Prize Draw.
- (d) The manner in which any Unclaimed Prize Draw is carried out (and the requirements for the notification of winners and eligibility for collecting Prizes in any Unclaimed Prize Draw) will be substantially the same as those that apply to the original draw that is to be held on **Monday**, **2 November 2020**.

### **Release of Macquarie**

- 20. To the extent permitted by law:
  - (a) Macquarie and Facebook do not accept responsibility and will not be held legally liable or responsible for any cost, loss, damage or expense arising from the participation by any person in the Competition or from the collection, redemption, acceptance and use of a Prize by a Prize Winner, including any delay or failure or the inability for any reason of a Prize Winner to collect, take, use or redeem a Prize.
  - (b) Macquarie is not responsible or liable for any damage or technical problems or malfunction of any computer and telecommunications equipment, network and lines

- (including, but not limited to damage to computer and telecommunications equipment, network and lines belonging to an Entrant in the Competition) that relates to or results from the participation of that Entrant in the Competition.
- (c) Macquarie accepts no responsibility if for any reason the Competition is not able to be run as planned (including, but not limited to) because of infection by computer viruses, bugs, tampering, unauthorised intervention, fraud, technical failures, or any other causes beyond the control of Macquarie which corrupts or affects the administration, security, integrity or proper conduct of the Competition.
- (d) Macquarie makes no warranties or representations about the fitness for purpose or suitability of any Prize and will not accept responsibility for the quality or fitness for any purpose of any Prize, or the failure of any Prize to be of merchantable quality and the Prize Winner should refer to the manufacturer of the Prize for all consumer warranties.
- 21. Nothing in these Terms and Conditions is intended to exclude, restrict or modify any consumer rights under the *Competition and Consumer Act 2010* (Cth) (**CCA**) or any other legislation which may not be excluded, restricted or modified by agreement. If liability cannot be excluded by Macquarie, the liability of Macquarie is limited to re-supplying the Prize or awarding a prize of equivalent value.
- 22. The Competition is in no way sponsored, endorsed or administered by, or associated with, Facebook.

### **Use of Information and Privacy**

- 23. Each Entrant consents:
  - (a) to the disclosure and use by Macquarie of the personal information that they provide to Macquarie (including their email address, phone number, any identifiable image of the Entrant, the Entrant's name, school, school year and areas of interest) for the purpose of this Competition and for the promotional purposes of Macquarie; and
  - (b) to receiving from Macquarie information (including promotional information) about Macquarie and about events, activities, functions and courses run by or on behalf of Macquarie.
- 24. Any and all personal information collected by Macquarie through the conduct of the Competition will be used and handled by Macquarie in accordance with its <a href="Privacy Framework and Privacy Management Plan">Privacy Management Plan</a> and these Terms and Conditions.

### **Competition support**

25. Competition support is available at:

Email: leisa.griffin@mq.edu.au Phone: +61 414 815 126

### **Competition Permit**

26. Authorised under New South Wales Permit Number LTPS/20/43541.