

**Swinburne University of Technology**  
**'Win with Swinburne' – Terms and Conditions**

'Win with Swinburne' promotion (Promotion) is subject to the following terms and conditions:

**1. Promoter**

The Promoter is Swinburne University of Technology John St, Hawthorn VIC 3122 (ABN 13 628 586 699) 'and is a declared "community and charitable organisation" under the *Gaming Regulation Act 2003* (registration no. 46359)'.

**2. Terms and conditions of entry**

By completing the process at the promotion link on the Swinburne website [swinburne.edu.au/studypack](https://swinburne.edu.au/studypack) the entrant accepts these Terms and Conditions of entry.

**3. Who can enter**

3.1 The Promotion is governed by the laws of the state of Victoria, Australia.

Applications are open to all residents of the state of Victoria, Australia.

Employees of Swinburne (including professional placement students), their relatives and members of their households (whom may be unrelated) are not eligible to apply. Any eligible entrant who, in the opinion of Swinburne, tampers or interferes with the entry mechanism in any way, or who does not properly comply with the entry process will be ineligible to win.

3.2 Entrants under 18 years of age must obtain permission of their parent or legal guardian to enter. Swinburne may require any such entrant's parent or legal guardian to sign a release at Swinburne's discretion in which the parent or legal guardian accepts responsibility for the acts and forbearances of the winner. The release will include the parent or legal guardian's full name, address and telephone number. Failure to agree to the release and provide these details will invalidate the winner's entitlement to the prize, subject to State legislation. If the competition winner is under 18 years of age, the prize will be awarded to the winner's parent or legal guardian.

**4. How to enter**

To enter the competition, participants must complete and submit the competition entry form, available online at [swinburne.edu.au/studypack](https://swinburne.edu.au/studypack). Swinburne accepts no liability for any applications that failed to successfully process due to technical difficulties associated with the entry mechanism. Illegible and/or incomplete applications will not be accepted.

**5. Dates of promotion**

The promotion commences on Thursday 29 April 2021 at 00:01 AEDT with the promotional period running until each month's end with a subsequent winner then

drawn. Competition will conclude on Tuesday 30 November 2021 at 12:00 AEDT. Any entries received after the close date will not be considered.

## **6. Promotion prize draws**

6.1 The winner will be drawn on three dates, 1<sup>st</sup> July, 1<sup>st</sup> September and 1<sup>st</sup> December 2021. All eligible entries have a random and equal chance to receive a prize:

**Prize Pack** – Winners have the option to substitute between either a \$1,000 Apple Retail Store Gift Card or a \$1,000 Gift Pay Voucher.

6.2 If the prize is unavailable, for whatsoever the reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to state regulation.

## **7. Eligible entries**

7.1 Entries are free and limited to one (1) per person. By submitting an entry, the entrant warrants that it has the power and capacity to agree to these terms and conditions of entry. The entrant agrees that where necessary, it has taken the opportunity to have independent advice in accepting the terms and conditions of entry into the Promotion.

7.2 Entries will be deemed to be accepted at the time of receipt and not at the time of transmission. Incomplete or incomprehensible entries will be deemed invalid. No responsibility will be taken for lost, late or misdirected entries.

7.3 The Promoter reserves the right to validate and check the authenticity of any prize claim or entry before awarding a prize.

## **8. Contacting draw winners**

8.1 The prize pack will be drawn the first weekday of the following month.

8.2 All winners will be notified by any of the following methods, including but not limited to email, telephone, SMS, website or in person, and their name published at [swinburne.edu.au/studypack](http://swinburne.edu.au/studypack) – in accordance with r56 of the Gambling Regulation Regulations 2005 (Vicon 03/09/2012).

8.3 Swinburne University of Technology will make every attempt possible to contact the winners. Winners must respond with acceptance of prize within two weeks from date of notification. Otherwise the prize will be redrawn.

8.4 The Winner must collect their prize from Swinburne University of Technology, within two months of initial contact from Swinburne staff. If after two months from initial contact from Swinburne staff, and no contact has been made by the winner, the prize will be redrawn and a new winner will be allocated.

## **9. Personal information**

All entries become the property of the Promoter. The Promoter collects personal information in accordance with Privacy Policy. The Promoter's Privacy Statement

can be found at [swinburne.edu.au/privacy](https://swinburne.edu.au/privacy). To facilitate your participation, the Promoter may disclose your personal information to other companies associated with this promotion. If you do not provide your personal information, the Promoter will not be able to enter you into this promotion.

#### **10. Acknowledging and promoting success**

Prize winners acknowledge and agree that Swinburne may publish the details of the prize winner including photographs taken by Swinburne in Swinburne's marketing material or reports, including social media, Swinburne's website, brochures or newspapers.

#### **11. Promoter rights reserved**

- 11.1 The Promoter's decision in relation to any aspects of the competition is final and binding on every person who enters and no correspondence will be entered into.
- 11.2 The Promoter and their associated agencies, and companies associated with this promotion will take no responsibility for prizes damaged or lost in transit.
- 11.3 In the event that for any reason whatsoever a winner does not take an element of the prize at the time stipulated by the Promoter then that element of the prize will be forfeited by the winner, and cash will not be awarded in lieu of that element of the Prize.
- 11.4 The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
- 11.5 If for any reason this promotion is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter, which corrupt or affect the administration security, fairness or integrity or proper conduct of this promotion, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, and, subject to any written directions given by the various Lottery Departments, to cancel, terminate, modify or suspend the promotion.
- 11.6 In the case of the intervention of any outside agent or event which naturally changes the result or prevents or hinders its determination, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strikes; the Promoter may in its absolute discretion cancel the event and recommence it from the start on the same conditions subject to State Regulation.

## **12. General**

- 12.1 The Promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prize/s except for any liability which cannot be excluded by law.
- 12.2 The Promoter is not responsible for any incorrect or inaccurate information, either caused by the entrant or for any of the equipment or programming associated with or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.

If you have any queries in relation to any of the above terms and conditions, please contact [marketing@swin.edu.au](mailto:marketing@swin.edu.au).