

## StudyAdelaide Lunar New Year Facebook & Instagram Activity 2023

### How to Enter

Between Friday the 20<sup>th</sup> January 2023 till Sunday 29<sup>th</sup> January 2023, you can enter this activity by commenting your wishes for Luna New Year under the post on the StudyAdelaide Facebook and Instagram and tag a friend or family member in the comment between Friday the 20<sup>th</sup> January 2023 till Sunday 29<sup>th</sup> January 2023.

1. The Promoter is Education Adelaide Services (StudyAdelaide) (ABN 86 715 265 176) ("Promoter"), Level 1, 26 Franklin Street, Adelaide SA 5000 Australia. Telephone number: +61 8 8226 0022.
2. 4 participants will be selected through a random draw. The winner will be able to collect their prize from the StudyAdelaide office, located at Level 1, 26 Franklin Street, Adelaide SA 5000.
3. The competition will commence at 12pm ACST on Friday 20 January 2023 and finish at 12pm ACST Sunday 29 January 2023 ("Promotional Period"). Taking part in this competition constitutes acceptance of these terms and conditions.
4. The winner will be contacted on Monday 30 January 2023 via StudyAdelaide Facebook account.
5. To be eligible for entry ("Entrant") into the Promotion you must ("Eligibility Criteria") :
  - a. Be a current student studying in South Australia or have recently graduated from an educational institution in South Australia (completed study within 2 years)
  - b. Have the consent of your parent(s) or guardian(s) to enter the Promotion if you are under 18 years of age
  - c. Reside in South Australia
  - d. Be enrolled in a course of study at a CRICOS registered institution located in South Australia, or have recently completed your study at a CRICOS registered institution located in South Australia within the past 2 years
  - e. Accept these Terms and Conditions
6. Employees and agents, and their immediate family, of StudyAdelaide and their associated agencies and entities are not eligible to enter the Competition, excluding Student Ambassadors and Brand Ambassadors.
7. Multiple entries are not permitted.
8. Valid entries are those that satisfy the eligibility criteria and are submitted before 12 pm ACST on Sunday 29 January 2023.
9. Any Entries that contain content that the Promoter, in its sole discretion, considers to be offensive, inappropriate, or objectionable in any way or to infringe any Intellectual Property Rights or other rights of any person, corporation or entity, will not be accepted as eligible Entries into the promotion. This includes, but is not limited to, any Entry which the Promoter considers to be disparaging to its products and/or services or is otherwise not in keeping with the spirit of the promotion. The decision by the Promoter to accept or reject an Entry is in the Promoter's sole discretion and no correspondence will be entered into.
10. This competition is a game of chance. The winning entry will be selected at a random draw.
11. There are 4 prizes to be awarded.
12. Winners will be notified via their Facebook or Instagram account (depending on which account they used to participate in this activity) on Monday 30 January 2023. Other participants will not be contacted.
13. The Prize will be collected from the StudyAdelaide office.
14. The Prize may contain food, food ingredients will be listed inside the prize bag, to help consumers manage their special dietary needs.

15. The Winner must accept their Prize 'as is' and acknowledge that StudyAdelaide accepts no responsibility for any tax implications that may arise from the Prize. The Winner should seek advice from the Australian Tax Office or their own taxation adviser or independent financial adviser before accepting the Prize.
16. The Prize cannot be transferred. The Prize is exclusive of costs incurred with accepting the Prize unless otherwise stated.
17. StudyAdelaide will use its best endeavours to provide the Prize listed. The Prize is subject to change at the discretion of StudyAdelaide. If the Prize is unavailable for whatever reason, StudyAdelaide reserves the right to substitute for that Prize or item for a Prize or item of an equivalent value subject to any written directions given under applicable trade promotion laws and regulations.
18. StudyAdelaide reserves the right in its sole discretion to disqualify any individual who does not meet the Eligibility Criteria.
19. These Terms and Conditions shall be governed by the laws of South Australia and each Entrant agrees to submit to the non-exclusive jurisdiction of South Australia.
20. This promotion is in no way sponsored, endorsed, administered by, or associated with Facebook, Instagram or with any other social media platform.
21. To the extent permitted by law, the Promoter and its related entities and their respective directors, officers, employees and agents, and Instagram will not be liable for any personal injury, loss or damage, whatsoever which is suffered or sustained (including, but not limited to) indirect or consequential, financial or other loss) to or by an Entrant or Winner.
22. The Promoter collects Personal Information about an Entrant to include the Entrant in the Promotion and, where appropriate, award a Prize. If the personal information requested is not provided, the Entrant cannot participate in the Promotion and is deemed ineligible. An Entrant can gain access to, update or correct any personal information held by the Promoter by contacting the Promoter's Privacy Officer at [enquiries@studyadelaide.com](mailto:enquiries@studyadelaide.com). All Personal Information will be stored electronically in systems utilised by the Promoter. A copy of the Promoter's Privacy Policy in relation to the treatment of personal information collected may be obtained at: <https://studyadelaide.com/privacy/>.
23. The Promoter reserves the right, at any time, in its sole discretion, to verify the validity of entries and Entrants (including an Entrant's identity, age, place of residence, visa status, institution enrolment) and reserves the right, in its sole discretion, to disqualify any Entrant whom the Promoter has reason to believe has breached any of these terms, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
24. If for any reason this Promotion is not capable of running as planned (including, but not limited to infection by computer virus, bugs, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion), the Promoter may, subject to the approval of all relevant regulatory authorities, take any action that may be available including cancelling, terminating, modifying or suspending the Promotion.
25. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
26. Nothing in these terms limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the states and territories of Australia (Non-Excludable Guarantees).
27. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and its related entities (including its respective directors, officers, employees and agents) are not responsible for and exclude all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of:

- a. any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
  - b. any theft, unauthorised access or third party interference;
  - c. any entry or Prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;
  - d. any variation in Prize value to that stated in these terms;
  - e. any tax liability incurred by a beneficiary of a Prize (including an Entrant and the Prize Recipient);
  - f. use/taking of the Prize;
  - g. the Promotion.
28. StudyAdelaide accepts no responsibility for loss or damage to Prizes in transit.
29. In these Conditions of Entry: "Intellectual Property Rights" means all present and future rights of whatever nature anywhere in the world including, but not limited to, rights in respect of or in connection with copyright, inventions (including patents), trademarks, service marks, trade names, domain names, designs, confidential information, trade secrets and know-how and similar industrial, commercial and intellectual property rights, whether or not registered or registrable, and includes the right to apply for the registration of such rights, and whether existing in Australia or otherwise. "Laws" means all laws including rules of common law, principles of equity, statutes, regulations, proclamations, ordinances, by-laws, rules, regulatory principles and requirements, statutory rules of an industry body, statutory mandatory codes of conduct, writs, orders, injunctions, judgments, and generally accepted accounting principles in Australia. "Losses" means loss, damage, liability, charge, expense or cost (including all reasonable legal and other professional costs on a full indemnity basis) of any nature or kind. "Personal Information" means, for the purpose of the Privacy Act 1988 (Cth), information or an opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not and whether the information or opinion is recorded in a material form or not.
30. To the extent permitted by law, each Entrant indemnifies, and must defend and hold harmless, the Promoter and its employees, servants, agents and contractors, from and against all Losses arising from:
- a. a breach by the Entrant of any of these Conditions of Entry;
  - b. any third party claim arising directly or indirectly from a breach by the Entrant of any of these Conditions of Entry;
  - c. a negligent, wilful or otherwise wrongful act or omission of the Entrant;
  - d. fraudulent or dishonest acts or omissions by the Entrant;
  - e. any breach by the Entrant of any applicable Laws;
  - f. any claim by any third party (including individuals, legal entities and governmental departments or agencies) arising directly or indirectly as a result of the Entrant entering the Promotion;
  - g. the death of, or personal injury to, any person or any damage to, or loss or destruction of, any real or tangible personal property, to the extent caused by any act or omission of the Entrant; and
  - h. any claim or allegation that the Entrant's Entry infringes a third party's Intellectual Property Rights or constitutes an unlawful disclosure or misuse or misappropriation of another party's trade secret or confidential information.