

StudyAdelaide Halloween Party TikTok Competition Conditions of Entry

How to Enter

You can enter by creating a video about the StudyAdelaide Halloween Party, and posting it to your TikTok account using the hashtag #StudyAdelaide and tagging our TikTok account @StudyAdelaide so we can see your videos.

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. Competition which will commence at 07:00pm ACST on Thursday 27 October 2022, until 11.59pm ACST Wednesday 2 November 2022. Taking part in this competition constitutes acceptance of these terms and conditions.
3. To be eligible for entry ("Entrant") into the Promotion you must ("Eligibility Criteria"):
 - a. Upload a video to your TikTok channel about our StudyAdelaide Halloween Party event which will take place on Thursday 27 October 2022. The video must have the hashtag #StudyAdelaide and the tag of our TikTok channel @studyadelaide.
 - 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 during the Promotional Period
 - d. Be a holder of a subclass 500 Student visa
 - e. Be enrolled in a course of study at a CRICOS-registered institution located in South Australia
 - f. Accept these Terms and Conditions
4. Employees and agents, and their immediate family, of StudyAdelaide and their associated agencies and entities can be eligible to enter the Competition, including 2021-2022 Student Ambassadors and Brand Ambassadors.
5. Multiple entries are permitted.
6. Valid videos are those that satisfy the eligibility criteria and are submitted before 11.59pm ACST on Wednesday 2 November 2022. Entrants must own the rights to video they submit for entry. Entrants who submit a photo or video they do not own the rights to will be disqualified. 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.
7. 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.
8. This Competition is a game of skill. Entries will be judged by a panel of representatives from StudyAdelaide (Panel) on the photography, videography and creativity of the Entry submitted. The Winner will be selected by a panel of StudyAdelaide representatives at StudyAdelaide, Level 1,26 Franklin Street, Adelaide SA 5000 during the Promotional Period.
9. There is one prize valid for two people to be won. The total prize pool is AUD \$156 for a Dolphin Watching Cruise for two people.
10. Winner will be notified in StudyAdelaide' social channels on Thursday 3 November 2022.
11. Winners must collect their Prize in a manner to be determined by StudyAdelaide. If a Winner is unable or unwilling to take the Prize as stated, or if the Prize remains unclaimed within 14 days of the draw date, the

Winner will be deemed ineligible and will forfeit the prize. Where a Winner has been deemed ineligible a new Winner will be selected at the absolute discretion of StudyAdelaide, in the same manner and place as the original draw.

12. Winners must accept their Prize 'as is' and acknowledge that StudyAdelaide accepts no responsibility for any tax implications that may arise from the Prize. All Winners should seek advice from the Australian Tax Office or their own taxation adviser or independent financial adviser before accepting the Prize.
13. In regards to Prizes, the Prizes cannot be transferred. The Prize is exclusive of costs incurred with accepting the Prizes unless otherwise stated.
14. StudyAdelaide will use its best endeavours to provide the Prizes listed. The Prizes are subject to change at the discretion of StudyAdelaide. If the Prizes are 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.
15. StudyAdelaide's decision is final and no correspondence will be entered into.
16. Entrants agree that by submitting a video and entering the Competition they grant StudyAdelaide a non-exclusive, royalty free licence to use all assets including photographs, videos and text in any media (including StudyAdelaide's social media accounts). Ownership of the photo submitted for entry remains that of the Entrant. StudyAdelaide will not be liable for any loss or damage whatsoever (including but not limited to indirect or consequential loss) caused directly or indirectly by the use of the photograph by StudyAdelaide, except for any liability which cannot be excluded by law.
17. StudyAdelaide reserves the right in its sole discretion to disqualify any individual who does not meet the Eligibility Criteria.
18. Each Entrant consents, or the Entrant(s) parent(s) or guardian(s) if the Entrant is under the age of 18, to StudyAdelaide using their name, likeness, image and/or voice (including photograph and/or film) in media for an unlimited period of time without remuneration for the purpose of promoting this Promotion (including any outcome), StudyAdelaide and or products/services supplied by StudyAdelaide.
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, TikTok, WeChat, Weibo or 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 Facebook, Instagram, WeChat or Weibo 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. 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.