

## Closer to Adelaide Competition 2023

### PROMOTION CONDITIONS OF ENTRY

1. Information on how to enter, mechanics of entry and prizes form part of these Conditions of Entry. Entry into the promotion is deemed acceptance of these Conditions of Entry. Entry is via Internet only.

### WHO IS ELIGIBLE TO ENTER

2. Entry is open to Education Agents invited to participate by StudyAdelaide, with current contracts with South Australian education institutions. (Entrant)

### PROMOTIONAL PERIOD

3. Applications are open from Monday 10 July 2023 to Thursday 31 August 2023 (Promotional Period).

### HOW TO ENTER

4. To enter the Promotion, Entrants must, during the Promotional Period, submit a video via the competition page on the StudyAdelaide website, post a photo and or videos to the Entrants social media account with the #closetoadelaide and tagging @studyadelaide. Entry video must show prospective students in the office interacting with the StudyAdelaide decorations.
5. Multiple Entries are permitted, and the most creative entry will be chosen where multiple entries are submitted by the one agent office.
6. 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. Without limiting any of the provisions of these Conditions of Entry, the Promoter requires that each Entry fully complies with these Conditions of Entry and must not include or make reference to the Intellectual Property Rights of any person including but not limited to any visible logos, drawings, cartoons, phrases, trademarks, copyrighted material, mark that identifies a brand or other third party materials where required for Entry into the promotion, unless the Entry is submitted with the written consent of the owner of the applicable Intellectual Property Rights. An Entry submitted without obtaining such written consent may result in the Entry becoming invalid for the purposes of the promotion and/or the Entrant being subject to legal liability. 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.
7. An Entrant may, during the Promotional Period, be requested by the Promoter to resubmit their Entry via the form if the Promoter considers the Entry submitted to be ineligible to be accepted as an eligible Entry (Resubmitted Entry). The decision by the Promoter to request a Resubmitted Entry, or to accept or reject a Resubmitted Entry as an eligible Entry, is in the Promoter's sole discretion and no correspondence will be entered. If a Resubmitted Entry is accepted by the Promoter, in its sole discretion, as an eligible Entry, the Resubmitted Entry will be deemed to be an Entry for the Entrant for the remainder of the Promotion. If a Resubmitted Entry is rejected by the Promoter as an eligible Entry, or is not received by the Promoter during the Promotional Period, the Entrant will not have gained an Entry into the Promotion.
8. Entries and Resubmitted Entries will be deemed accepted at the time of receipt by the Promoter and not at the time of transmission. Entries and Resubmitted Entries received will be considered final by the Promoter. Incomplete, inaccurate, erroneous, ineligible or incomprehensible Entries and Resubmitted Entries will be deemed invalid. The Promoter accepts no responsibility for late, lost or misdirected Entries and Resubmitted Entries.

9. As a condition of entering this Promotion, an Entrant consents to, in the event they are a winner, the Promoter using the Entrant's Entry, name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period of time without further notification, remuneration or compensation for the purpose of promoting, publicising or marketing the Promotion (including any outcome), and/or promoting any products or services manufactured, distributed and/or supplied by the Promoter. The Entrant agrees that, in the event they are a winner, the Entrant will participate in all reasonable promoted activities in relation to the Promotion as requested by the Promoter and its agents.
10. Entrants acknowledge that in the event that their Entry is chosen to be the winning Entry of the major prize, the Promoter will contact the Entrant via email. The Entrant will be required to contact the Promoter via the Promoter's email, and provide required details to book travel as required by relevant government bodies.

## **JUDGING**

11. 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's will be selected by a panel of StudyAdelaide representatives at StudyAdelaide, Level 1,26 Franklin Street, Adelaide SA 5000 by 7 September 2023 at 12:00pm (ACST).

## **PRIZES**

12. The major prize is a trip to Adelaide for two people (as nominated by management of the winning agency) from the winning agent office, including return economy airfares, five nights' accommodation, airport transfers, some meals and transport and a Kangaroo Island excursion to the total value of AUD\$10,000. The major prize must be booked through StudyAdelaide's travel agent and redeemed between 1 November 2023, and 30 June 2024. Any additional costs will be the responsibility of the winner, including but not limited to travel documents, including visas, some meals and incidentals. In addition to the major prize, the winning office will receive a team reward to the value of AUD\$1,000, to be used as a fun team-building activity. The activity and timing will be decided by the winning agent office and StudyAdelaide.
13. There are two minor prizes. Each of the two agent offices selected as minor prize winners will receive a team reward to the value of AUD\$750, to be used for a fun team-building activity. The activity and timing will be decided by the winning agent office and StudyAdelaide.
14. There are two most creative prizes. Each of the two agent offices selected as creative prize winners will receive a Gift Hamper of South Australian products to the value of AUD\$300. Delivery of this hamper will be arranged by the winning agent office's StudyAdelaide market co-ordinator.
15. It is a condition of accepting a Prize that the winner may be required to sign eligibility form(s), code(s) of conduct and/or legal release(s) and agree to a Prize acceptance form including liability and publicity waiver within one (1) week of being notified as the winner, in a form determined by the Promoter in its absolute discretion. It is also a condition of accepting a Prize that the winner's name and address will be published on the Promoter's website within 30 days of the drawing of the Prize unless the winner has requested that his or her name and address not be published.
16. The total maximum prize pool value awarded in this Promotion is up to AUD\$13,100. The Prize is not transferable or exchangeable and cannot be taken as cash. The Prize must be taken as offered and cannot be varied. The Promoter accepts no responsibility for any tax implications that may arise from Prize winnings. Independent financial advice should be sought. The Promoter accepts no responsibility for any variation in Prize value due to seasonal fluctuations or availability. If the above inclusions in point 13 exceed AUD\$10,000 they will be the responsibility of the winner.
17. Winner of the major prize must provide travellers details and preferred dates to StudyAdelaide in writing via email at least 45 days prior to departure.
18. Any passport or visa application costs are at the expense of the winner. A successful visa application is required before flights can be booked. Travel insurance will be at the expense of the winner.
19. Flights will be booked return from your closest departure city to Adelaide only.

20. The Promoter will provide flight options, which once approved by the winner and having satisfied all of the above terms and conditions will be booked. Any changes to the flights after the booking date will be at the expense of the winner.

## GENERAL

21. The Promoter reserves the right to verify the validity of any and all Entries and reserves the right to disqualify any Entrant for: (a) tampering with the Entry process; (b) submitting an Entry which is not in accordance with these Conditions of Entry; or (c) if the Entrant is 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. Each Prize will only be awarded following any winner validation and verification that the Promoter requires in its sole discretion.
22. By entering the Promotion, each Entrant grants to the Promoter a royalty-free, perpetual, worldwide, irrevocable, unconditional, non-exclusive, transferable licence (and agrees to use their best endeavours to procure any relevant third parties to grant to the Promoter such licence) to use their Entry for the purposes of marketing and promoting the Promoter and/or its goods and services in any manner and in any media whether existing now or in the future, without the further consent of the Entrant and without any further compensation payable to the Entrant. Each Entrant also expressly consents for the benefit of the Promoter to all or any acts or omissions that would ordinarily constitute an infringement of the Entrant's moral rights in relation to all Intellectual Property Rights in their Entry pursuant to the *Copyright Act 1968* (Cth), including the Promoter having an unfettered right to treat the Entry in any manner at its sole discretion, to alter the Entry in any manner and to the Promoter not attributing authorship of the Entry to the Entrant.
23. All rights, title and interest, including in all Intellectual Property Rights, in all promotional materials and in the Promoter's brands, logos, trading names, products and/or services and the Promoter's website will remain or be vested in the Promoter. Participation in the Promotion by an Entrant will not under any circumstances be taken to constitute a transfer, assignment or grant of any ownership rights in any promotional material or in any of the Promoter's brands, logos, trading names and products and/or services. The Promoter, on a case by case basis and to the extent required, grants to each Entrant a non-exclusive licence for the Promotional Period to use the Promoter's brands, logos, trading names and products and/or services solely for the purpose, and to the extent necessary, to enable each Entrant to participate in the Promotion.
24. 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: (i) a breach by the Entrant of any of these Conditions of Entry; (ii) any third party claim arising directly or indirectly from a breach by the Entrant of any of these Conditions of Entry; (iii) a negligent, wilful or otherwise wrongful act or omission of the Entrant; (iv) fraudulent or dishonest acts or omissions by the Entrant; (v) any breach by the Entrant of any applicable Laws; (vi) 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; (vii) 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 (viii) 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.
25. The use of any automated Entry software or any mechanical, electronic or other means that allows an Entrant to automatically enter repeatedly is prohibited and will render all Entries submitted by that Entrant invalid.
26. If this Promotion is not capable of running as planned for any reason, including but not limited to war, terrorism, state of emergency or disaster (including natural disaster), infection by computer virus, bugs, tampering, unauthorised intervention, technical failures or anything which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Promotion and/or, if necessary, to provide an alternative prize or prizes to the same value as the original Prize.
27. The Promoter and its associated agencies and companies exclude all liability (including negligence) except for any liability that cannot be excluded by law (including any applicable consumer guarantee under the Consumer Law, Schedule 2 of the Competition and Consumer Act 2010 (Cth)), for any direct or indirect injury, loss and/or damage arising in any way out of the Promotion. This includes, but is not limited to: (i) technical malfunctions, delays or failures, including those resulting from accessing any materials related to this Promotion and any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this

Promotion as a result of any technical malfunctions, delays or failures; (ii) theft, unauthorised access or third party interference; (iii) lost or damaged entries, prize claims or prize(s); and/or (iv) acceptance and/or use of any prize.

28. If the Promoter collects an Entrant's Personal Information, the Promoter will provide to the Entrant, at time of entry into the promotion, a collection statement that details the Personal Information being collected, the purpose of its collection, where the Personal Information will be stored and how it will be shared with third parties. The collection statement will comply with the Promoter's disclosure obligations under the Privacy Act 1988 (Cth).
29. The Promoter collects Personal Information about an Entrant to include the Entrant in the Promotion and, where appropriate, award the 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-policy>.
30. By entering the Promotion, Entrants acknowledge that a further primary purpose for collection of the Entrant's Personal Information by the Promoter is to contact the Entrant in the future with information about the Promoter, including special offers, market research or to provide the Entrant with marketing materials via any medium including mail, telephone and commercial electronic messages (SMS (Short Message Service), MMS (Multimedia Message Service), IM (Instant Messaging) and email) or any other form of electronic, emerging, digital or conventional communications channel whether existing now or in the future. The Promoter may share an Entrant's Personal Information with its Australian and overseas related companies, servants, employees, agents and trusted third parties who may contact the Entrant for their legitimate commercial purposes, including special offers, market research or to provide the Entrant with marketing materials in this way. By entering the Promotion, Entrants acknowledge and agree that the Promoter and any applicable third parties may use their Personal Information in the manner set out in this condition.
31. Each Entrant acknowledges and agrees that the promotion and these Conditions of Entry are governed by the Laws of the State of the registered office of the Promoter and each Entrant submits to the exclusive jurisdiction of the courts of that State and any courts competent to hear appeals from those courts.
32. 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.
33. Promoter: Education Adelaide Services (StudyAdelaide) (ABN 86 715 265 176), Level 1, 26 Franklin Street, Adelaide SA 5000 Australia. Telephone number: +61 8 8226 0022.