

Marine Discovery Scholarship

PROMOTION TERMS AND CONDITIONS

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Reference to 'Scholarship' in the duration of this promotion refers to the prize of a fee-waived place in the University of Tasmania, University College Program course *XAS101 A Practical Introduction to Temperate Marine Biology*. Non-prize winners may be offered a fee paying place in the course.
3. Entry is open to current year 11 and year 12 students, studying in Australia. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this promotion.
4. As a condition of accepting a prize and where a winner is under 18 years of age, the winner's nominated parent/guardian consents to the winner taking part in nominated activities included in the prize unaccompanied by the parent/guardian. Throughout the prize, all winners will be accompanied by the course coordinator or a nominated representative of the Promoter with a current working with children licence.
5. We strongly encourage everyone to remain up to date with their COVID-19 vaccinations but no longer require our coursework students to be vaccinated to come to our university campuses, facilities or events. View our university COVID policy: utas.edu.au/about/safety-security-and-wellbeing/coronavirus
6. Winners will be required to self-administer a rapid antigen test (RAT), overseen by staff, at IMAS Salamanca and receive a negative result prior to departing to Maria Island, also on Day 3, or if symptomatic (e.g. cold or flu like symptoms) at any time during the course. Winners will be unable to continue with the course if they receive a positive RAT result.
7. Employees (and their immediate families) of the Promoter who hold a position in the College of Sciences and Engineering at The University of Tasmania are ineligible to receive a prize, but still eligible to apply for a fee paying place. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
8. Promotion commences on **31/01/2023** and ends at 11:59pm AEST on **20/02/2023** ("Promotional Period").
9. To enter, individuals must visit utas.edu.au/community-and-partners/schools/marine-discovery-competition. Applications must include 300 words on why you want to explore the marine environment on Maria Island and be received by the University of Tasmania during the Promotional Period.

10. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
11. Incomplete or indecipherable entries will be deemed invalid.
12. Only one (1) entry is permitted per person.
13. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
14. The judging will take place at the Institute for Marine and Antarctic Studies, University of Tasmania, 20 Castray Esplanade, Battery Point TAS 7009 commencing on **21/02/2023**.
15. The judges may select additional reserve entries which they determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant.
16. Winners will be notified by telephone and email. Unsuccessful applicants will receive an email by **17/03/2023**.
17. This is a game of skill, and chance plays no part in determining the winners. Each entry will be individually judged based on demonstrated interest in the marine environment and creative merit of the answer provided to the promotional question.
18. The Promoter's decision is final, and no correspondence will be entered into.
19. Entries will be divided into the following groups, based on the entrant's place of residence: Tasmania and the rest of Australia. The best four (4) valid entries in the Tasmania group will each win a place on the University of Tasmania, University College Program course *XAS101 A Practical Introduction to Temperate Marine Biology* which will be run between **17/04/2023** to the **23/04/2023** valued at up to \$645. Prize is for one (a) person, unless stated otherwise, and includes:
 - Field excursion fee of \$645 for the course *XAS101 A Practical Introduction to Temperate Marine Biology*
 - Transport from Hobart to Maria Island return, including ferry crossings
 - Four (4) nights individual camping accommodation on Maria Island
 - All catering on Maria Island, dinner on **17/04/2023**, and lunch at IMAS on **23/04/2023**
 - Hire of all required diving and survey gear

20. The best ten (10) valid entries in the 'rest of Australia' group will each win a trip for one (1) person to Tasmania to experience the University of Tasmania, University College Program unit XAS101 A Practical Introduction to Temperate Marine Biology which will be run between 17/04/2023 and 23/04/2023 valued at up to \$1645. Prize is for one (a) person, unless stated otherwise, and includes:
- One (a) return economy airfares from winner's nearest capital city to Hobart, TAS
 - Field excursion fee of \$645 for the course XAS101 A Practical Introduction to Temperate Marine Biology
 - Two (2) nights hotel accommodation in Hobart
 - Transport from Hobart to Maria Island return, including ferry crossings
 - Four (4) nights individual camping accommodation on Maria Island
 - All catering while on Maria Island, dinner on 17/04/2023, and lunch at IMAS Salamanca on 23/04/2023
 - Hire of all required diving and survey gear
 - Return airport to hotel transfers and return transfers between the hotel and each activity listed above.
21. Additional spending money, additional meals, insurance, transport to and from departure point, transfers, items of a personal nature, in-room charges and all other ancillary costs are not included. Additional hotel requirements due to COVID-19 quarantine requirements will be at the expense of the student. In the event of a positive COVID-19 test during the course period, students will be required to immediately leave Maria Island and isolate in accordance with public health advice at the expense of the student.
22. Prize must be taken between 17/04/2023 and 23/04/2023 to coincide with the course XAS101 A Practical Introduction to Temperate Marine Biology, with flights arriving prior to 4pm 17/04/2023, and departing on 23/04/2023 and is subject to booking and flight availability.
23. Winners must depart from and return to the same departure point and where possible will travel together. Itinerary to be determined by the Promoter in its absolute discretion. Prize is subject to the standard terms and conditions of individual prize and service providers.
24. If for any reason a winner does not take a prize (or an element of a prize) at the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited and will not be redeemable for cash.
25. If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification.
26. Total prize pool value is up to \$19,030. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.

27. Entrants agree that they are fully responsible for any materials they submit via the promotion including but not limited to answers to the promotional question (“**Content**”). The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove or decline to publish any Content without notice for any reason whatsoever. Entrants warrant and agree that:

- (a) they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;
- (b) their Content shall not contain viruses or cause injury or harm to any person or entity;
- (c) they will obtain prior consent from any person or from the owner(s) of any property that appears in their Content;
- (d) the content is their original work, and the Content does not infringe the rights of any third party;
- (e) they consent to any use of the Content which may otherwise infringe the Content creator’s/creators’ moral rights pursuant to the *Copyright Act 1968* (Cth) and warrant that they have the full authority to grant these rights; and
- (f) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others’ computer or communication systems.

Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.

28. As a condition of entering this promotion, each entrant licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (which shall include Content) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.

29. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.

30. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.

31. Any cost associated with accessing the promotional website is the entrant’s responsibility and is dependent on the Internet service provider used.

32. Nothing in these Terms and Conditions 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**”). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes 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 the promotion.
33. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes 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 and Conditions;
 - (e) if any listed prize tour/activity/event is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter;
 - (f) any tax liability incurred by a winner or entrant; or
 - (g) use of and/or participation in a prize.
34. As a condition of accepting a prize, the winner must sign any legal documentation as and in the form required by the Promoter and/ or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form. In the event a winner or winner’s companion is under the age of 18, a nominated parent/legal guardian of such person will be required to sign the legal documentation required under this clause on their behalf.
35. The Promoter collects personal information (“PI”) in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers and prize suppliers. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in the *Personal Information Protection Act 2004* (Tas) and its Privacy Policy, which can be viewed at utas.edu.au/privacy. In addition to any use that may be outlined in the Promoter’s Privacy Policy, the entrant consents that the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy outlines how the Promoter collects, uses, discloses and stores PI and explains how entrants may access their PI. If access is refused, the entrant may make an application for access to information under the *Right to Information Act 2009* (Tas). All entries become the property of the Promoter. The Promoter will not disclose entrant’s personal information to any entity outside of Australia.
36. The University of Tasmania reserves the right to modify or cancel this unit due to mitigating factors such as a COVID-19 outbreak. Entrants will forfeit their prize if they are unable to travel due to COVID-19 restrictions. The prize will be withdrawn in the event that the student is not fully vaccinated against COVID-19 or does not have a medical exemption.
37. The Promoter is University of Tasmania (ABN 30 764 374 782) of Churchill Avenue, Sandy Bay, Hobart TAS 7005. Telephone: 03 62262999.