

Competition Details

1) Name	The University of Tasmania Open Day Registration	
2) Duration	Entries Open:	Monday 31 st July 10am AEST
	Entries Close:	Monday 2 nd October 5pm AEST
3) Eligible entries	<p>Entrants must register attendance to at least one of the days of the University of Tasmania's Open Day events 2023. Registrations will be only accepted via the Open Day landing pages on the University of Tasmania's website: https://www.utas.edu.au/about/events/open-day</p> <p>Entrants must be at least 16 years old. Entrants may enter multiple times; however, each individual entrant is only eligible to win 1 prize each. When you complete the Entry method, you will be allocated 1 entry. Staff of the University of Tasmania & their immediate family may not enter the Competition, however where an entrant is also a student (eg a researcher or PhD student), they may enter the Competition. "Immediate family" means mum, dad, brother, sister, step-parent, or step-sibling.</p>	
4) Entry method	<p>Submit your Entry online at https://www.utas.edu.au/about/events/open-day</p> <p>Scroll down to the Registration form and complete all the mandatory fields and click "Register".</p>	
5) Prize/s	<p>1 x Apple MacBook Air 13-inch 256GB for 1 x person registered to attend Open Day at the Sydney Campus.</p> <p>1 x Apple MacBook Air 13-inch 256GB for 1 x person registered to attend Open Day at the Sandy Bay Campus.</p> <p>1 x Apple MacBook Air 13-inch 256GB for 1 x person registered to attend Open Day at the Launceston Campus.</p> <p>Total Prize Pool value: AU \$4,191</p>	
6) How to win	<p>Game of chance (ie a lottery or draw):</p> <p>The draw will take place at the University of Tasmania on the 9th October at 2pm. The first valid entry drawn will be the winner of the prize specified above.</p> <p>The draw conductor may draw additional reserve entries in case an invalid entry or entrant is drawn or if a Prize winner does not claim their Prize or is uncontactable. The Promoter will ensure each draw is open for public scrutiny & anyone may witness the draw on request. The winner of a drawn prize is determined by chance.</p>	
7) Winner notification & Prize collection	<p>Winners will be contacted by email within 7 days of drawing.</p> <p>The prizes will be delivered by registered mail direct from the supplier.</p>	

1. This Competition

This Competition is run by the University of Tasmania (ARBN 055 647 848) (ABN 30 764 374 782) (**the Promoter / the University of Tasmania / we / us / our**) on these terms, including the Terms above (**Terms**). By entering the Competition, entrants (**you / your**) agree to these Terms. Entries can be submitted between Entries Open & Entries Close.

2. Prizes

- (a) We may refuse to allow a winner to take part in any part of a Prize if we determine in our discretion that a winner is not in the physical or mental condition necessary to be able to safely participate in or accept the Prize. A winner may be required to sign a legal release as determined by us in our discretion prior to receiving the Prize. Prizes are not transferrable.
- (b) If any winner does not take or claim a Prize in the time specified by us at the time of notification, they forfeit the Prize & we are not obliged to substitute the Prize. If any part of a Prize is unavailable we may make a substitution of equal or greater value. No part of a Prize is exchangeable or redeemable for cash or any other prize by a winner. Any ancillary costs associated with redeeming or taking the Prize are not included. Any unused component or part of a Prize will not be awarded as cash.
- (c) If there is a dispute about the conduct of the Competition (including the identity of a winner) the decision of the University of Tasmania is final & binding on each entrant & no correspondence will be entered into.
- (d) If a Prize is provided by a third party (eg an event, travel, a voucher), it is subject to the terms & conditions of the third party, which prevail over these Terms to the extent of any inconsistency. We accept no responsibility or liability for any delay or failure by the third party to deliver the Prize, or otherwise concerning the Prize itself.

3. Privacy

- (a) We will deal with all personally identifying information you provide to us in accordance with our [Privacy Statements](#) and [Privacy Policy](#). In addition to collecting, storing & using your personal information in accordance with our Privacy Policy, we will also subscribe you to receive relevant communications from us when you enter the Competition. You can opt out of these by emailing us & asking to be removed or unsubscribed.
- (b) By entering this Competition each entrant agrees:
 - (i) that the University may use their name and contact details for the purpose of conducting the Competition;
 - (ii) to us using & publishing (and authorising others to use & publish) each winner's name, character, likeness, image, voice or anything else that identifies them for the purposes of marketing or promoting the University of Tasmania, including for future similar competitions; and
 - (iii) at the University's request, the winner will take part in the University promotional activities which may include their name, image and organisational affiliation together with their project title published in the University's promotional materials (such as the University's website, marketing materials, advertising, printed materials and social media channels) and for ongoing promotional activities not related to this Competition.

4. Content

- (a) Intellectual Property (or IP) includes all registered and unregistered rights in respect of copyright, designs, circuit layouts, trademarks, trade secrets, know-how, moral rights, confidential information, patents, inventions, discoveries & domain names.

- (b) Subject to clause 4(c), Entrants retain ownership of any Intellectual Property rights in their entries and innovations subject to this clause 4. The University of Tasmania does not claim any ownership of the Intellectual Property submitted.
- (c) In accordance with the University of Tasmania [Intellectual Property Policy](#), the University of Tasmania owns all intellectual property, research data, and primary materials created by an employee of the (excluding copyright material in scholarly works) in the course of their employment duties or where there is some other legal basis for ownership.
- (d) All Entrants grant the University of Tasmania a worldwide, perpetual, irrevocable, sub-licensable, royalty free license to use the Intellectual Property rights in the entry (and any component of entries) for the purposes of the Competition and any promotional and marketing purposes without notice and without any fee being paid, including (without limitation) to use, display, publish, transmit, copy, edit, alter, store, communicate to the public, re-format and sub-licence entries.
- (e) You agree that you are fully responsible for your entry.
- (f) The University is not liable in any way for such content to the full extent permitted by law and may remove or decline to publish any content without notice for any reason whatsoever.
- (g) Entrants warrant and agree that:
 - (i) they will not submit any content that is unlawful or fraudulent, or that the University may deem a 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, or otherwise unsuitable for publication;
 - (ii) their content shall not contain viruses or cause injury or harm to any person or entity;
 - (iii) their content is not subject to any confidentiality obligations or restrictions;
 - (iv) they will obtain prior consent from any person who, or from the owner(s) of any property that, appears in their content;
 - (v) the content is the original work of the entrant that does not infringe the rights of any third party or otherwise they will obtain full prior consent from any person who has jointly created or has any rights in the content to the uses contemplated by these Terms, and the content does not infringe the rights of any third party;
 - (vi) 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
 - (vii) 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.
- (h) Without limiting any other terms herein, the entrant agrees to indemnify the University for any breach of the above terms.

5. Acceptable behaviour

- (a) All University of Tasmania [policies](#) as well as those otherwise published on our websites apply to your conduct during the Competition, including your activities on relevant social media. Depending on its nature, if you engage in behaviour which is not acceptable, we may give you a warning, or disqualify you. If the behaviour is captured by another university policy, you may also be dealt with under that policy.
- (b) We don't tolerate behaviour which is: hurtful, offensive, discriminatory, obscene, derogatory, sexually explicit or pornographic, defamatory, bullying, trolling, illegal or

violent. This includes harassment of any kind, displaying sexual images in public spaces, deliberate intimidation, stalking, following, photographing or audio/video recording without reasonable consent, sustained disruption of talks or other activities, inappropriate physical contact, & unwelcome sexual attention.

- (c) You must not use the Competition to publish or send malicious content (eg phishing, viruses) or spam (unsolicited commercial electronic communications). You may not use any sites related to the Competition for any unlawful purposes, fraud, or to conduct or promote illegal activities. Your Entry must not contain inappropriate, offensive or malicious material or code.

6. Liability & warranties

- (a) To the extent permitted by law, the Competition & associated services are provided on an “as is” basis, without any warranties, express or implied. Neither we nor our affiliates make any representation about the completeness, security, reliability, quality, or availability of the Competition. To the extent permitted by law, neither us nor our affiliates will be liable for damages of any kind (including under contract, tort or negligence), arising out of or in connection with the Competition or Prizes, including any direct, indirect, special, incidental, consequential or punitive damages (including personal injury, emotional distress, loss of revenue or profits, loss of use or goodwill, loss of data), even if such loss was foreseeable (**loss**). You enter the Competition, accept or participate in any Prizes, & engage with us, our affiliates, & other participants & attendees, at your own risk.
- (b) It is a condition of accepting a Prize that a Winner may be required to sign a legal release as determined by the Promoter in its absolute discretion prior to receiving a Prize.
- (c) 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 2010* (Cth), 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 University of Tasmania (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 Competition.
- (d) If the Competition is conducted or promoted via a social media site or third-party media channel, you acknowledge that the Competition is not sponsored or endorsed or administered by that site or channel. You release the site or channel from all liability arising in respect of the Competition, to the extent permitted by law.

7. Moral rights

Upon entry, the entrants waive their Moral Rights and any other similar rights in the entries and innovations and consent to any act or omission that would otherwise infringe moral or similar rights. In these Terms, Moral Rights has the meaning given to it by the *Copyright Act 1968* (Cth) and includes:

- (a) a right of attribution of authorship;
- (b) a right not to have authorship falsely attributed;
- (c) a right of integrity of authorship; and
- (d) any right of a similar nature which is conferred by statute and which exists or comes to exist anywhere in the world.

8. General

- (a) If you don't comply with these Terms, you may be disqualified. We reserve the right to add, withdraw, reschedule, vary or substitute Prizes.

- (b) We may cancel, stop, postpone or suspend the Competition at any time if an unforeseen incident occurs, which affects, or has the potential to affect, the safety, integrity or fairness of the Competition, or if the Competition is otherwise not able to be run as planned (including computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, or other technical failure or withdrawal by a Sponsor). If the Competition is cancelled, suspended or stopped partway through, we may, but are not obliged to, require the judges to select a winning Entry from those submitted at or before the Competition is to be stopped. We reserve the right to change these Terms, or otherwise modify the Competition, at any time without prior notice in our sole discretion.
- (c) These Terms and the Competition are governed by the laws of Tasmania.
- (d) If any of these Terms are or become invalid, at our option, the relevant part is severed, & doesn't affect the validity of the remaining parts. Neither of us, nor you, is (nor can you represent yourself to be) an employee, partner, agent or other representative of the other. A waiver must be in writing & signed. We don't waive a right if we fail to or delay exercising it. References to time are to the time in Hobart, Tasmania in Australia.
- (e) References to the singular include the plural & vice versa.
- (f) We accept no responsibility for any tax implications & you must seek your own independent financial advice about the tax implications relating to the Prize or acceptance of the Prize.
- (g) We reserve the right to validate & check the authenticity of Entries & your details (including your identity & age). If you cannot provide suitable proof to validate your Entry, you will forfeit the Prize in whole. We're not responsible for unsuitable, lost, deleted, late or misdirected entries. We're not responsible for technical difficulties with the entry mechanism & we can't guarantee that the entry mechanism will be available at all times.
- (h) Entries are deemed to be received at the time of receipt by the Promoter & not at the time of transmission or deposit by the entrant. Records of the Promoter & its agencies are final & conclusive as to the time of receipt. Once submitted, entries cannot be altered or deleted. Incomplete or illegible entries will be deemed invalid.
- (i) We may disqualify any Entrant who tampers with any Entry (or Competition process), or who submits an entry which is not in accordance with these Terms or who the Promoter has reason to believe has breached any of these Terms, or has engaged in any unlawful or other improper misconduct calculated to jeopardise the fair & proper conduct of the Competition.
- (j) Each entrant is responsible for their own travel and other costs associated with entering the Competition.