

## Early Offer iPad Competition



### Terms and Conditions

1. The USQ 2020 Early Offer Competition (Competition) is conducted by the University of Southern Queensland (USQ), Toowoomba Queensland, 4350, ABN: 40 234 732 081.
2. The Competition commences at 9:00am (AEST) on Monday 13 July 2020 (Commencement Date) and concludes at 5:00pm (AEST) on Friday 7 August 2020 (End Date) (Competition Period).
3. Information about the Competition and on how to enter the Competition forms part of these Terms and Conditions.
4. By entering the Competition You (or Entrant) (and if the Entrant is under 18 years of age, the Entrant's parents or guardians) acknowledge that you have read, understood and accepted these Terms and Conditions.
5. Entry into the Competition is free and open to an Eligible Entrant who has completed a USQ Head Start course and is not a previous or current student and who is not a previous or current USQ staff member at any time during the Competition Period. Any Entrant who is an immediate family member of any USQ employees judging this Competition is ineligible to enter.
6. To enter, Entrants must complete a USQ Early Offer Application (Application) in full and submit it either online or via delivery of a hard copy of the card to a USQ staff member during the Competition Period (Entry). The USQ Early Offer Application is found at <https://www.usq.edu.au/earlyoffer>
7. USQ reserves the right to not accept any Entries at its sole discretion. USQ also reserves the right to disqualify any Entrant or Entry in its absolute discretion. For example, USQ may disqualify:-
  - a) Incomplete, incorrect, indecipherable or illegal Entries;
  - b) Any Entries that USQ considers contains material that is objectionable, defamatory, profane or potentially insulting, inflammatory or defamatory or contravenes an applicable law or infringes any third party's rights;
  - c) Entrants who USQ considers that they have tampered with the application process or engaged in unlawful or improper conduct that is designed to jeopardise the fair and proper conduct of the Competition or is generally damaging to the goodwill or reputation of USQ, or
  - d) Entries that USQ considers inappropriate, offensive or discriminatory for any reason.
8. The Total Prize Pool for the Competition is valued at \$527.00 AUD and comprises of one (1) Prize which consists of one (1) Apple iPad valued at \$527.00 AUD.
9. A Prize shall not be redeemable or transferable for cash. USQ reserves the right to substitute the Prize or part of the Prize with another item or items totalling an equal value or greater value in the event the Prize or part thereof is not able to be awarded. Any change in the value of a Prize between the commencement and conclusion of the Competition is not the responsibility of USQ.
10. In addition, any terms and conditions applicable to a Prize (including any time limitation or validity period) and ancillary costs incurred in taking and using the Prize is the sole responsibility of the winner and not USQ. USQ accepts no liability for any actions or omissions of third party entities in relation to the Prizes.
11. One (1) Potential Winner will be selected by USQ conducting a random draw from all valid Entries received by USQ in the Competition Period, such draw to take place at University of Southern Queensland, Toowoomba, Queensland, 4350 no more than 72 hours after the Friday 7 August 2020, and the Potential Winner will be contacted directly via their registered email address on the day of the draw.
12. To successfully claim the Prize and be determined by USQ to be a Winner, the Potential Winner must within five business (5) days of the End Date of the Competition Period provide USQ with sufficient details to enable USQ to deliver the Prize and confirm their entry status.
13. In the event a Prize is unclaimed, a further random draw (Second Draw) will occur from the remaining valid Entries within ten (10) days of the Original Prize Draw Date. In the event the Second Draw Prize is unclaimed, the Prize will not be awarded.
14. USQ will mail the Prize to the Winner within five (5) business days of a Winner successfully claiming the Prize.
15. All decisions of USQ in relation to the conduct of the Competition are final, binding and conclusive and no correspondence will be entered into.
16. Your Personal Information as defined by the Information Privacy Act 2009 (Qld) may be collected and used and disclosed by USQ for university and Competition purposes and other

incidental and associated functions and activities including to contact you with information and updates about USQ programs and events. By participating in the Competition you consent to USQ using and disclosing any part of your Personal Information as set out above, in USQ research activities, in publications made available to the public throughout the world by use of on-line, print and other media services and communication tools and including transferring your Personal Information outside of Australia. Original raw data will be securely stored through authenticated digital access to restricted USQ personnel.

17. USQ does not accept any responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted, misdirected Entries, claims or correspondence, whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise.

18. USQ reserves the right in its sole discretion to cancel, terminate, modify or suspend the Competition including extending End Date of the Competition or varying the time of draw. USQ also reserves the right to disqualify any individual who USQ has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Competition.

19. USQ reserves the right, at any time, to verify the validity of Entries and the mandatory details provided by Entrants (including an Entrant's identity, age and parental/legal guardian permission (where applicable)) and to disqualify any Entrant who submits an Entry that is not in accordance with these Terms and Conditions. The identification necessary for verification is at the sole discretion of USQ. Failure by USQ to enforce any of its rights at any stage does not constitute a waiver of those rights.

20. If for any reason this Competition is not capable of running as planned because of infection by computer virus, bugs, tampering, unauthorised intervention, technical failures or any other causes beyond the control of USQ which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Competition or otherwise, USQ reserves the right in its sole discretion to cancel, terminate, modify or suspend the Competition subject to any written directions under applicable legislation.

21. Except for any liability which cannot be excluded by law (in which case liability is limited to the maximum allowable by law), neither USQ nor any of its Associates (including employees, contractors, agents, and suppliers) will be liable for any liability, loss, damage, cost or expense (including direct, indirect, special or consequential) howsoever arising and on any theory of liability including contract, tort (including negligence) or statute that arises out or in connection of the Competition (including any use of the Prize). The Entrant indemnifies USQ for any loss or damage suffered from providing false, incorrect, incomplete, or misleading information or breaching any third party intellectual property rights or any Terms and Conditions in this Competition. This clause survives the end of the Competition.

22. The laws of Queensland shall apply to these Terms and Conditions. If any part of these Terms and Conditions are void or unenforceable, then that part will be severed and the remainder construed as if the severed part had never existed.