

Student Ambassador Program – Career Prize Package Competition Terms and Conditions

These terms apply to the Student Ambassador Program – Career Prize Package Competition (“the Competition”). For the specific terms and conditions that apply (such as prizes and entry requirements), please refer to Schedule 1.

PART A - INTRODUCTION

1. The promoter of the Competition is the Promoter.
2. Information on who can enter and prize details form part of these Competition Terms.
3. By participating in the Competition, Eligible Entrants accept and agree to be bound by these Competition Terms. For the avoidance of doubt, the Competition Terms include Schedule 1 and Schedule 2.
4. Entries must comply with these Competition Terms and the Promoter’s policies and procedures to be valid.
5. Where there is an inconsistency between Schedule 1 and the Competition Terms, Schedule 1 will prevail.
6. Any questions about these Competition Terms can be directed to social@insearch.edu.au.

PART B - ELIGIBILITY

7. Entry is open only to the Eligible Entrants, excluding the Exclusions.
8. This Competition will be conducted during the Entry Period. Entries must be received by the Promoter during the Entry Period. Entries received after the Entry Period will not count towards the Competition. The Promoter is not responsible for any late, lost or misdirected entries.

PART C – HOW TO ENTER THE COMPETITION

9. To enter, Eligible Entrants must complete the Entry, subject to the Limit of Schedule 1.
10. Entries must not have been published previously or used to win prizes in other competitions.
11. An Entry cannot be modified after it has been submitted.
12. The Promoter reserves the right, at any time, to request verification of the age, identity, residential address or any other information relevant to an Entrant’s participation in the competition. The Promoter reserves the right to disqualify an Entry if it contains false information or if an Entrant fails to provide information that is reasonably requested by the Promoter.
13. The Promoter reserves the right, in its sole discretion, to refuse to accept entries which are incomplete, indecipherable, offensive, obscene, defamatory, libellous, threatening, harassing, hateful, racially or ethnically offensive or encouraging conduct that would be considered a criminal offence, gives rise to civil liability, do not comply with these Competition Terms or which contravene any applicable laws or regulations.
14. The Promoter reserves the right, in its sole discretion, to disqualify an Eligible Entrant if they breach any of these Competition Terms, engage in unlawful or improper conduct or otherwise acts to cheat or undermine the fairness of the competition by including but not limited to, tampering with, or using or exploiting errors in, the entry process to obtain a competitive advantage over other entrants.
15. Eligible Entrants warrants that:

- a) they have full power and authority to enter the Competition;
- b) their Entry to this competition is his or her own, original work and that the Entry will not infringe the Promoter's intellectual property rights or any other third party; and
- c) any details provided with an Entry are true and accurate;

and the Eligible Entrant agrees to indemnify the Promoter against any loss or damage resulting from any breach of warranties provided under these Competition Terms.

PART D - JUDGING

- 16. The Competition is a game of skill. Chance plays no part in determining the winner(s). All entries will be judged individually on their merits based on the Judging Criteria.
- 17. Judging will take place at the Prize Determination. Entries will be judged by a panel of judges appointed by the Promoter.
- 18. The number of winning entries to be selected will be the same as the total number of Prizes specified in Schedule 1.
- 19. The Judges' decision will be final and binding and no correspondence with entrants or any other person will be entered into.
- 20. Each winner will receive a Prize.

PART E - PRIZES

- 21. Each Prize is not transferrable, exchangeable or redeemable for cash.
- 22. The Eligible Entrant participates in this Competition at his or her own risk.
- 23. If a Prize is unavailable for reasons beyond the Promoters control, the Promoter reserves the right to substitute the Prize with a prize of equal or greater monetary value. This right is subject to any applicable legislation, regulations or directions from a regulatory authority.
- 24. Prize winners are responsible for collecting their Prize from a location to be nominated by the Promoter at the relevant time.
- 25. All taxes (excluding GST, if any) which may be payable as a consequence of receiving a Prize are the sole responsibility of each winner.
- 26. A winner's use of the Prize is entirely at their own risk. The winner releases the Promoter from and indemnifies the Promoter against any liability arising from the winner's acceptance and use of the Prize.

PART F - NOTIFICATION AND CLAIMING THE PRIZE(S)

- 27. The Winner will be notified in accordance with the Notification.
- 28. The Winner must claim the Prize within the Claim Period. The Promoter will not be responsible for any delay, loss or damage to the Prize once it has left the Promoter's or supplier's premises.
- 29. The Promoter may request each winner to provide proof of their identity and/or proof that they were responsible for the winning entry.
- 30. Each winner agrees to participate and cooperate, as required, in all publicity activities relating to the competition, including, without limitation, being interviewed, photographed, filmed and recorded.
- 31. It is the responsibility of each entrant to notify the Promoter of any change to their contact details.

PART G - UNCLAIMED PRIZES

32. If the Winner is unable to comply with these Competition Terms and/or does not claim the Prize within the Claim Period, the Promoter reserves the right to award the Prize to the Eligible Entrant with the next best Entry, as determined by the judges at the Unclaimed Prize Determination.

PART H – SOCIAL MEDIA

33. If entry is via Facebook, Instagram or any other social network or if the Competition is promoted on Facebook, Instagram or any other social network, the Competition is in no way sponsored, endorsed, administered by or associated with the same and the Entrant agrees to grant Facebook, Instagram or the other social network, as the case may be, a complete release from any claims that the Eligible Entrant now has or may have in the future which relate to or are incidental to the Competition.

34. The Eligible Entrant acknowledges and agrees that:

- a) if they are allocated a Social Media account by the Promoter for the purposes of the Competition (“Prescribed Account”), they will not change any passwords or other settings on the Prescribed Account once it has been allocated to them, including but not limited to credentials;
- b) any information the Eligible Entrant provides in connection with the Competition is provided to the Promoter and not to Facebook, Instagram or any other social network;
- c) any questions, comments or complaints regarding the competition will be directed to the Promoter and not to Facebook, Instagram or any other social network; and
- d) they will comply with the Entry Guidelines (Schedule 2) at all times while participating in the Competition and Insearch Ltd reserves the right to remove or amend any non-compliant material and content.

PART I - TERMINATION OF COMPETITION

35. The Promoter reserves the right to vary the terms of, or cancel, the competition at any time without liability to an Eligible Entrant or other person and will do so by announcing it on its website.

PART J- RISK AND LIABILITY

36. The Promoter, its related bodies corporate and the suppliers, agencies and other companies involved in this Competition assume no responsibility for any error, omission, interruption, defect, delay in operation or transmission, or loss or damage to data.
37. If this Competition is not capable of running as planned for any reason (including as a result of technical failures, fraud or causes beyond the Promoter’s control), the Promoter may, in its sole discretion, cancel, suspend or change the Competition and re-commence it on similar terms, subject to any directions by regulatory authorities.
38. To the extent permitted by law:
- a. The Promoter, and all third parties involved in the preparation, production and presentation of the Competition, will be under no liability whatsoever to Eligible Entrants in respect of any loss (including loss of data, authorised access to data and consequential loss), damage, expenses, death or personal injury suffered or incurred arising out of, or in connection with the Competition whether arising from any act or omission negligent or otherwise by the Promoter or third parties;
 - b. All warranties, conditions and other terms implied by law are excluded from these Terms. The Promoter gives no warranties, express or implied, as to the fitness for purpose or suitability of the Competition, and
 - c. The Eligible Entrant indemnifies the Promoter and each member of the Promoter’s personnel on a full and continuing indemnity basis from and against any liability or claim arising directly or indirectly in relation to the Eligible Entrant’s breach of these Terms or any act or omission (including negligence) by the Eligible Entrant.

PART K – PRIVACY AND INTELLECTUAL PROPERTY

39. The Promoter is bound by the *Privacy Act 1988* (Cth). The personal information of Eligible Entrants will be collected by or on behalf of the Promoter to enable them to conduct the Competition. The Promoter may publicise and retain the name of Competition winners as required by relevant legislation and may pass on Eligible Entrant's contact details to third parties, including regulatory authorities, entities which supply and deliver the prizes to the competition winners, and marketing and communications agencies where necessary for the purposes of the Competition.
40. Subject to the foregoing, the Promoter will handle Eligible Entrant's personal information in accordance with the Promoter's privacy policy which is available at <https://www.insearch.edu.au/privacy>. To access, change and/or update personal information contact privacy@insearch.edu.au.
41. Eligible Entrants consent to The Promoter or third parties filming, photographing or otherwise visually and/or audio recording them and making use of Eligible Entrant's name, likeness, image, picture, voice, statements, testimonials, quotations or of any materials used, arising from or created during the Competition (including competition entries) ("Competition Materials") for promotional and marketing and publicity purposes in any media worldwide without any fee being paid to the Eligible Entrant. The Promoter and third parties are not liable for any errors or omissions contained in the Competition Materials.
42. Eligible Entrant's acknowledge that the Promoter or third parties, as appropriate, will be the sole owner of all rights (including copyright and other intellectual property rights) in the Competition Materials. Eligible Entrant's assign any intellectual property rights Eligible Entrants may have in the Competition Materials to the Promoter or to third parties, as appropriate.

PART L - GENERAL

43. These Competition Terms are be governed by the laws of New South Wales and Eligible Entrants hereby submit to the exclusive jurisdiction of the Courts of New South Wales.
44. No part of the Competition can be transferred, exchanged or redeemed for cash.

SCHEDULE 1	
Promoter	Insearch Ltd ABN 39 001 425 065, CRICOS provider code: 00859D trading as UTS Insearch
Competition	Student Ambassador Program – Career Prize Package Competition
Eligible Entrants	<p>Students who:</p> <ul style="list-style-type: none"> a) have applied to be a Domestic Student Ambassador or International Student Ambassador; b) meet the criteria to be a Domestic Student Ambassador or International Student Ambassador including being enrolled either in a UTS undergraduate program for the 2019 academic year or a Diploma program for the 2019 academic year; c) have been chosen as a Domestic Student Ambassador or International Student Ambassador; d) complete all mandatory requirements and activities of the Student Ambassador Program.
Exclusions	Employees of the Promoter and the suppliers and agencies associated with this Competition, and the immediate family of all such employees.
Entry Period	Starts at 0:00 hours AEST on 1 st May 2019 and ends at 11:59 hours AEST on 31 st December 2019.
Entry	<p>The Eligible Entrant must submit 3-5 posts per week on their chosen social media channel for the entry period (either Instagram or Weibo). Entries can come in the form of video, photo and text based posts. These posts must showcase life in Sydney, at UTS Insearch or UTS and meet any other criteria outlined by the Promoter. The Entrant must engage with prospective students on their social channel, including by responding to comments on their posts and replying to questions asked in direct messages</p> <p>The Eligible Entrant will also be required to complete monthly tasks assigned by their team leader and partake in ad-hoc media interviews, blog articles, online chat sessions as required.</p>
Judging Criteria	Entries will be judged on creativity, originality, diligence in responding to comments/questions on their posts. Completing tasks and posting their content on time.
Limit	1 Entry per person who meets the Eligible Entrant criteria.

Prize	<p>AIPP Professional Internship in field / industry of choice (8 to 12-week placement in reputable Australian Company) Career Development Program - 4 x 1-hour sessions with a professional recruiter. Full LinkedIn profile development including a professional photo shoot. Laptop - Dell Latitude 5590 CTO A 12-month gym membership to ActivateFit</p> <p>Valued at approximately AUD5333.00</p>
Total number of Prizes	One per calendar year.
Prize Determination	Within fifteen (15) business days of the completion of the last day for the Competition Period.
Notification	Within two (2) business days of the winner being determined, the winner will be notified in person or by phone or email.
Claim Period	Within 4 weeks from the date of Notification or such longer period as may be agreed in writing by the Promoter.
Unclaimed Prize Determination	Within two (2) business days of the expiry of the Claim Period.
Publication	Within seven (7) days of the winner being determined, the name and country of origin of the winner will be published at www.insearch.edu.au and the Eligible Entrant consents to their full name being disclosed.

Schedule 2 – Entry Guidelines

Entrants must ensure that all social media material and content they produce as part of the Competition (including comments and responses to comments and messages) and their conduct generally during the Competition Entry, and Prize activities (if applicable):

- is professional and does not reflect negatively on Insearch Ltd;
- is in line with the conventions in which the relevant social media platform is used by its community;
- cannot be construed as misleading or deceptive conduct on the part of Insearch Ltd;
- does not criticise Insearch Ltd, UTS, Insearch Ltd business partners or channel partners, competitors, Insearch Ltd staff and affiliates or any other individual or organisation;
- does not show disrespect or disregard for any member of Insearch Ltd staff or any affiliate of Insearch Ltd;
- does not include comments or content which causes a serious risk to any person's safety or privacy;
- makes appropriate acknowledgements when using external links and sources;
- does not include images, photographs, visual footage or sound recordings of a member of Insearch Ltd staff, an affiliate or Insearch Ltd student without the individual's prior authorisation;
- does not in any way violate or infringe (or could reasonably be expected to violate or infringe) the intellectual property or other rights of another person;
- does not contain, promote, or provides information about unlawful activities or conduct;
- does not, or could not reasonably be expected to be, defamatory, obscene, offensive, threatening, abusive, pornographic, vulgar, profane, indecent or otherwise unlawful, including material and content that racially or religiously vilifies, incites violence or hatred, or is likely to offend, insult or humiliate others based on race, religion, ethnicity, gender, age, sexual orientation or any physical or mental disability;
- does not advertise, promote or solicit any goods or services or commercial activities (except where expressly permitted or authorised by Insearch Ltd);
- does not contain financial, legal, medical or other professional advice;
- does not, or could not, adversely affect the business or reputation of Insearch Ltd or a Related Corporation or does not otherwise conflict with the vision, purpose and ethics of Insearch Ltd.