2024 La Trobe University Library Client Survey Competition Terms and Conditions

Competition

- 1. La Trobe University (ABN 64 804 735 113) ("**La Trobe**") is conducting a competition called the *"2024 La Trobe University Library Client Survey Competition"* ("Competition").
- 2. These terms and conditions apply to the Competition and by submitting your entry you agree to be bound by these terms and conditions. Any entry that does not comply with these terms and conditions may be deemed invalid and ineligible to win a prize.
- 3. The Competition is open from 9AM (AEST) on 2 September 2024 and closes at 11.59PM (AEST) on 22 September 2024 ("Competition Period"). Any entry received after the expiry of the Competition Period will be deemed invalid. No responsibility is accepted for late, lost, delayed or misdirected entries. La Trobe reserves the right to extend the Competition Period in its sole discretion.

Entry

- 4. The Competition is open to undergraduate and postgraduate coursework students enrolled at La Trobe who reside in Victoria and/or New South Wales during the Competition Period.
- 5. Entrants less than 18 years old must obtain the consent of a parent or guardian to enter. La Trobe may request photographic ID as proof of an entrant's age and request written evidence of parental or guardian consent (if applicable). Any entrant that is unable or unwilling to provide the requested information will not be eligible to win a prize.
- 6. To enter the Competition, an entrant must:
 - a. provide their student ID number and campus location; and
 - complete a survey regarding their opinion of La Trobe's library, which will be sent to the Entrant's La Trobe student email address. Alternatively, the survey link is available online via La Trobe's Library website <u>https://www.latrobe.edu.au/library/survey/library-studentsurvey</u>

collectively known as ('Entrant').

- 7. Incomplete entries that do not satisfy the above requirements will be ineligible to win a prize.
- 8. Entry into the Competition is free.
- 9. Entrant(s) may enter the Competition once only.
- 10. The competition is not open to La Trobe staff members (including their immediate family members), unless the Entrant is an undergraduate or postgraduate coursework student enrolled at La Trobe who resides in Victoria and/or New South Wales during the Competition Period.
- 11. Any entries deemed by La Trobe to be inappropriate or offensive will be ineligible to win a prize and excluded from the Competition.
- 12. By submitting an entry, each entrant warrants to La Trobe that:
 - (a) if below 18 years of age, they have the permission of their parent or guardian to enter the Competition;
 - (b) all details provided with their entry are true and accurate;
 - (c) the entrant owns or has the right to submit their entry for this Competition;
 - (d) The entrant will comply with these Terms and Conditions;
 - (e) their entry, and La Trobe's use of their entry, will not:
 - infringe any person's copyright or other intellectual property rights;
 - infringe any person's privacy rights or any applicable privacy laws; or

- breach any other laws.
- 13. Each Entrant grants to La Trobe a perpetual, royalty-free exclusive licence to use, reproduce, publish and communicate their entry, including a right to sublicense it to other parties (including posting on La Trobe's social media accounts, in any format for the purpose of the Competition and for La Trobe's marketing and promotional purposes.

Judging and Prizes

- 14. Following conclusion of the Competition Period, La Trobe's external consultancy firm administering the survey will hold a prize draw ("**the Draw**") on or around 11 October 2024, where six (6) Entrants will be randomly selected to win 1 Prize each ("**Prize Winners**").
- 15. The Prize Winners are determined by chance.
- 16. The prizes will consist of:
 - a. 1 x \$250.00 Mastercard gift card for the *first* Prize Winner; and
 b. 1 x \$50.00 Mastercard gift card for each of the second to sixth Prize Winners. collectively known as ('**Prizes**').
- 17. The Prizes cannot be redeemed for cash.
- 18. For the avoidance of doubt, each Prize Winner is only entitled to one prize.
- 19. The Prize Winners will be notified by email to their La Trobe student email account by 25 October 2024 with instructions to collect their Prizes at their nearest campus library, unless otherwise agreed in writing with the Prize Winners. Prize Winners will be published on La Trobe's website and social media accounts for a minimum of 28 days and consent to such publication.
- 20. La Trobe will purchase the Prizes in or around September 2024 which will have a 12-month validity period. La Trobe takes no responsibility for a Prize Winner not using the Prize before its expiry date.
- 21. The decisions of La Trobe regarding entrant eligibility and Prize Winners are final and will be binding on each Entrant. No correspondence or communications will be entered into. If after reasonable efforts a Prize Winner cannot be contacted, cannot accept a prize or is deemed to be ineligible to enter the Competition, La Trobe reserves the right to select a different Prize Winner and will publish the details of any different Prize Winner on La Trobe's website.
- 22. If any event prevents or hinders the Competition or La Trobe's ability to deliver a prize, La Trobe may in its absolute discretion cancel the Competition, select another Prize Winner or provide a similar prize of equivalent value.
- 23. La Trobe may refuse to award a prize, or seek its recovery, in the event of the relevant entrant's fraud, dishonesty, or non-entitlement under, or breach of, these terms and conditions. In the event of a dispute concerning the identity of the person who submits an entry, the entry will be deemed to have been submitted by the owner of the La Trobe student email account with which the entry is submitted.

Personal information

- 24. Each Entrant consents to La Trobe using any personal information supplied or connected with their entry for the purposes of the Competition
- 25. La Trobe handles personal information in accordance with its Privacy Policy and Procedure which is available at: https://policies.latrobe.edu.au/document/view.php?id=1

Disclaimer and liability

- 26. La Trobe accepts no responsibility for invalid, misdirected, lost or delayed entries, any incorrect or inaccurate information, any equipment or technical error, or for any defect in, theft, destruction, unauthorised access to or alteration of any entry.
- 27. To the extent permitted by law, La Trobe will not be liable for any injury, damages, expenses, or loss whatsoever (whether direct or indirect) to persons or property as a result of any person entering the Competition or accepting or using any prize, including without limitation non-receipt of any prize.
- 28. To the extent permitted by law, all warranties in respect of the prize, whether express, implied, statutory or otherwise, are excluded. To the extent such warranties cannot be excluded by law but liability can lawfully be limited, liability is limited at La Trobe's option to replacing the prize or the cost of replacing the prize or acquiring an equivalent item.
- 29. The Competition is in no way sponsored, endorsed or administered by, or associated with, La Trobe's social media channels, including Facebook, Instagram, X (formerly Twitter), Snapchat, TikTok, YouTube, and any questions, comments or complaints regarding the Competition should be directed to La Trobe.
- 30. Each Entrant releases Facebook, Instagram, X (formerly Twitter), Snapchat, TikTok, YouTube from any and all liability for any loss, damage or injury arising out of or in relation to the Competition.
- 31. This competition is conducted under, and must be construed by, the laws of the state of Victoria and the laws of Victoria govern the terms and conditions of this Competition.
- 32. To the extent of any inconsistency between these Terms and Conditions and any other information, documents communications or representations relating to the Competition, these Terms and Conditions shall prevail.