

QUT International – High School Day Event Terms and Conditions Monday 21 October 2019

"Promoter" or "QUT" means Queensland University of Technology, 2 George Street, Brisbane, QLD, 4000. ABN 83 791 724 622; CRICOS Provider No. 00213J

Participation

1. By participating in this Event, you (the 'Participant') warrant that you have read, understand and agree to be bound by these Terms and Conditions.

Eligibility

- 2. To be eligible to participate in this Event, a participant must:
 - (a) be an international student currently studying Year 11 or 12 at a High school in Australia;
 - (b) if the participant is under the age of 18 years, provide a signed Parent/Guardian Consent Form to QUT. Participation in this Event is conditional on QUT receiving a signed Parent/Guardian Consent Form for students under 18:
 - (c) be a registered participant of QUT International High School Day Team Challenge by fully completing and submitting an event Registration Form, by no later than Wednesday 16 October 2019 AEST ('Registration Closing Date'); and
 - (d) attend QUT International High School Day to be held at various locations on QUT's Gardens Point campus on Monday 21 October 2019 occurring between 10.00am to 3:00pm AEST. Participants must attend the Registration at P Block, Level 4, Room 419, Gardens Point campus between 9:30am to 10.00am.
- 3. An **international student** is defined as a student who is **not**:
 - a) a citizen of Australia or New Zealand; or
 - b) an Australian permanent visa holder.
- Australian or New Zealand Citizens, Permanent Residents, Current domestic QUT students and QUT employees and their immediate family members are not eligible to enter this Event.
- 5. QUT reserves the right to, at any time, verify the eligibility of a participant (including a Participant's identity), and to disqualify a participant that does not meet the eligibility requirements set out in these Terms and Conditions. If there is a dispute as to the eligibility of a participant, QUT reserves the right, in its sole discretion to determine the eligibility of a participant.
- If a participant is under the age of 18 years, he or she must obtain the permission of his or her parent or guardian to participate in the Event.
- 7. A participant may only submit **one** event Registration Form for this Event.
- 8. Event Registration Forms will not be accepted after the Registration Closing Date.
- 9. QUT reserves the right, at any time and in its absolute discretion, to verify the validity of an Event Registration Form, and disqualify any Registration Form that is incomplete, invalid or not submitted in accordance with these Terms and Conditions.
- 10. No responsibility is accepted by QUT for late, lost, incorrectly submitted or misdirected Registration Forms.
- 11. Registration Forms that are incomplete, indecipherable, illegible, forged, manipulated, tampered with in any way, contain any defamatory, offensive or unlawful content, or has the potential to damage the reputation of any individual, group of persons or entity, or that QUT reasonably considered do not comply with these Terms and Conditions will be deemed invalid and removed from the promotion.

Prizes

- 12. During QUT International High School Day, participants have the option to compete in teams of **4 to 6 students** in the campus-wide QUT International High School Day Team Challenge activity.
- 13. There will be one (1) Winning team, one (1) First Runners Up team and one (1) Second Runners Up team. Each member of the Winning and Runners up teams will each receive one (1) prize, as follows:
 - (a) Members of the Winning team (First prize) will each receive one (1) x QUT hoodies and QUT Canvas bag, valued at AUD\$100;
 - (b) Members of the Second Runner Up team (Second prize) will each receive one (1) x QUT Backpacks, valued at AUD \$35; and
 - (c) Members of the Third Runner Up team (Third Prize) will each receive one (1) x QUT T-shirt and QUT cap, valued at AUD\$30.
- 14. QUT will determine the Winning team and the Runners Up teams based on the teams that earn the most points at the conclusion of **the Event**.
- 15. In the event that there is a tie, the Winning team will be determined by QUT as the team that earned the most points AND was the first of the tied teams to reach the Team Challenge finish point (P Block, Level 4 foyer).
- 16. QUT will announce the prize winners on stage at P Block, P419, 2 George Street, Brisbane on **Monday 21**October 2019 at 2:40pm AEST. Following the announcements, Prize winners must identify themselves to QUT to claim their prize at P Block, P419, 2 George Street, Brisbane and may be asked to provide proof of identity and/or may be required to sign a document verifying that they have received their prize. Prize winners have up

CRICOS No 00213J 1



- Brisbane Australia
- until **5:00pm AEST** on the day of the Event to claim their prize. All unclaimed prizes after 5:00pm AEST on 21 October 2019 will be **forfeit**.
- 17. If a prize winner is under the age of 18 years, their prize may be awarded to the prize winner's parent or legal guardian.
- 18. The prizes, or any part of the prizes, are not transferable, refundable, exchangeable and cannot be taken as cash.
- 19. Any decision of QUT in respect of all matters arising out of or in connection with the promotion (including the prize winners) is final and binding, and no correspondence will be entered into in relation to the conduct of the Event, the prize, or otherwise.
- 20. Prizes are subject to availability. If a prize is unavailable, QUT, in its absolute discretion, reserves the right to substitute the prize with a prize of the same or similar value and/or specification.
- 21. If a prize includes vouchers, tickets or is of a similar redeemable nature, the prize is valid until the expiry date specified on the prize (or as otherwise notified by the prize provider), and is subject at all times to any terms and conditions specified by the prize provider.
- 22. QUT is not responsible for any changes in dates, times, cancellations or otherwise that may prevent a prize winner from accepting, taking or using a prize.
- 23. QUT makes no warranties or representations, and will not accept any liability, in respect of the fitness for purpose or suitability of any prize, or the failure of any prize to be of merchantable quality. If liability is imposed by legislation and cannot be excluded by QUT, the liability of QUT in respect of the relevant goods and/or services is limited to (a) re-supply; or (b) paying replacement costs.
- 24. If the use of a prize is subject to the terms and conditions of a third party (including validity period), any issues or dispute in relation to those terms and conditions must be directed to that party and QUT has no responsibility to intervene in or resolve any such issues or disputes.

General Terms

- 25. This promotion is free to enter.
- 26. Submission of an Event Registration Form will not guarantee the submitter a place in the Event.
- 27. Participants <u>must</u> (a) adhere to the rules and guidelines contained in the 'QUT International High School Day Info Sheet', (b) obtain and provide evidence of all parental/guardian consent (as applicable); and (c) adhere to these Terms and Conditions at all times (including and (b) following all lawful directions of QUT personnel while attending the Event and while on QUT premises and using QUT facilities.
- 28. Each Participant is responsible for notifying QUT of any change to the Participant's contact details.
- 29. QUT accepts no responsibility for failure of technological devices, internet connections or server outages, and/or mobile network outages that may occur in relation to attempts by the participant to (a) submit the event Registration Form; and/or (b) redeem a prize (as applicable).
- 30. QUT reserves the right, at any time, to verify the validity of entries and participants (including a participant's identity) and to disqualify any participant who submits a Registration Form that is not in accordance with these Terms and Conditions or who tampers with the entry process. Failure by QUT to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 31. QUT may, but is not obliged, to take photographs and/or audio-visual recordings at the event and/or publish the results of the Event. Unless otherwise advised by the participant (see Privacy Statement below), by entering this Event, participants provide their consent for QUT to capture, use and store photographic images and/or audio-visual recordings of the event (in which the participant may be identifiable), and/or publish the Participant's name and image in accordance with the Privacy Statement below.
- 32. If this Event or the promotion is interfered with in any way or is not capable of being conducted as anticipated by QUT due to any reason beyond the reasonable control of QUT, QUT reserves the right, in its sole discretion, to the fullest extent permitted by the law to (a) disqualify any participant; or (b) modify, suspend, terminate or cancel the Event, as appropriate.
- 33. Each participant indemnifies and keeps indemnified QUT against all claims, losses, damages and expenses suffered by QUT or any third party arising out of the breach of these Terms and Conditions by the participant, the conduct of the participant in the Event or the use of the prizes.
- 34. The manufacturer(s) or supplier(s) of the prize(s) are not participants in, or promoters or sponsors of, this promotion.
- 35. QUT reserves the right to amend or replace these Terms and Conditions and/or any Team Challenge rules or procedures (as applicable) at any time and for any reason.
- 36. Jurisdiction. This promotion and these Terms are governed by the laws of Queensland.

Disclaimer

- 37. Participants enter the promotion at their own risk.
- 38. Except for any liability that cannot be excluded by law, QUT (including its officers, employees and agents) excludes all liability (including liability in contract, tort, pursuant to legislation or otherwise), and is hereby released, from 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 or any prize, including but not limited to, where arising out of the following: (a) any technical difficulties or equipment malfunction (whether or not under QUT'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 QUT) due to any reason beyond the control of QUT; (d) any tax liability incurred by a prize winner; or (e) any expense incurred by a prize winner in connection with the prize or the promotion generally, including spare parts, maintenance/repair,

CRICOS No 00213J 2



delivery costs or otherwise associated with accepting, taking or using a prize; (f) possession, use or misuse of a prize; or (g) participation in any activity associated with Event or the Team Challenge.

Privacy Statement

QUT is bound by the *Information Privacy Act 2009* (Qld) ("**IPA**"), and the QUT privacy policy is available at https://www.qut.edu.au/additional/privacy and https://www.mopp.gut.edu.au/F/F 06 02.jsp

QUT will collect and use the Participants' personal information for the purposes of administering and carrying out the promotion, and may be used to send information and future promotional communications to the Participant.

If a Participant chooses to enter or take part in this Event, the participant may be required to provide QUT with personal information such as the participant's name, date of birth, gender, email address, mobile phone number, your high school name, your T-shirt size, citizenship or residency status, emergency and/or parent/guardian contact information, and may include the participant being captured in a photographs and/or audio-visual recordings of the Event.

If a Participant does not consent to QUT's collection, use and disclosure of personal information (including capturing the individual in photographs and/or audio-visual recordings of the event) as outlined in these Terms and Conditions, the Participant should contact QUT at brisinternational@qut.edu.au.

A request to access, update or correct any information should be directed to QUT.

CRICOS No 00213J 3