

Macquarie University 2019 Open Day Competition Terms and Conditions

Scope

1. Instructions on how to enter the Macquarie University 2019 Open Day Competition (**the Competition**), information on prizes as well as other details contained in promotions for the Competition form part of these Terms and Conditions.
2. The terms and conditions of the Competition are governed by the laws of the State of New South Wales.

Promoter

3. The Promoter of the Competition is Macquarie University (Future Students Office) ABN 90 952 801237 of Building 1, 58 Waterloo Road, Macquarie Park, NSW 2119, telephone (02) 9850 1846 (**Macquarie**). The Competition will be conducted and administered by Macquarie.

Duration

4. The Competition commences on **Monday 29 April 2019** and closes at 12.00 noon Australian Eastern Standard Time on **Saturday 17 August 2019 (Entry Period)**.

Entrant Eligibility, Prize Winner Eligibility and How to Enter the Competition

5. A person (an **Entrant**) may only enter the Competition if:
 - (a) they are (or will be) at least 15 years of age on 2 October 2019;
 - (b) they **are not** a current employee or contractor of Macquarie University or of any Controlled Entity of Macquarie University; and
 - (c) they **are not** a current Student of Macquarie University.
6. To enter the Competition an Entrant must:
 - (a) complete all of the mandatory sections of an electronic Macquarie University, Open Day Registration Form (a **Completed Registration Form**); and
 - (b) electronically submit the Completed Registration Form through (an **Entry**), during the Entry Period.
7. Subject to these Terms and Conditions, each Entrant who submits a Completed Registration Form during the Entry Period automatically enters the Competition.
8. Each Entrant who submits a Completed Registration Form during the Entry Period:
 - (a) warrants and represents that they satisfy the requirements of clause 5 of these Terms and Conditions;
 - (b) is deemed to have accepted and agreed to these Terms and Conditions.
9. Each Entrant is only permitted to submit one Completed Registration Form and enter the Competition once. Macquarie reserves the right, at its sole discretion, to disqualify any Entrant who submits more than one Entry.
10. Macquarie reserves the right to verify the eligibility and validity of all Entrants and Entries and to disqualify any Entrant from the Competition who, in its opinion:

- (a) has interfered with the entry process;
 - (b) has entered in a manner that is in breach of these Terms and Conditions;
 - (c) has not submitted a valid Entry;
 - (d) has engaged in any unlawful or other improper conduct calculated to jeopardise the fair and proper promotion and conduct of the Competition.
11. Any costs associated with entering the Competition are the responsibility of each Entrant.

Prize Draw, Prizes and Prize Conditions

12. The Competition is a game of chance. Any Entrant who submits a Completed Registration Form as provided in these Terms and Conditions and who is not disqualified from the Competition will be an “**Eligible Entrant**” and will be entered in a Prize draw which will be conducted by Macquarie at 12.00 noon Australian Eastern Standard Time on **Tuesday 20 August 2019** by way of a random computerised draw selection process from a database of all Eligible Entrants.
13. There will be 1 Prize that have a total value of \$1,899. The Prize consist of a [13- Inch MacBook Pro \(Apple\)](#). The Prize value is the recommended retail value as provided by the relevant supplier, in Australian dollars and is correct as at the time of the commencement of the Competition. Macquarie accepts no responsibility for any variation in the Prize value. The Prize winner is responsible for all additional costs associated with using the Prize including all retail telecommunication network connection costs.
14. Subject to satisfying the Prize Winner Eligibility and Prize Redemption Requirements of clause 18 of these Terms and Conditions, first Eligible Entrants who are selected by the random computerised draw (**Prize Winners**) will be awarded the [MacBook Pro](#) (each a **Prize**).
15. Prizes Not Transferable or Redeemable for Cash: The Prize or any unused portion of the Prize is not transferrable or exchangeable and cannot be redeemed for cash.
16. Any decision by Macquarie on the conduct of the Competition (including whether an Entrant is an Eligible Entrant) is final and binding and no correspondence will be entered into.

Notification of Prize Winners, Prize Winner Eligibility, Collection of Prizes and Publication of Prize Winners

17. Each of Prize Winners will be notified by phone and/or email on or before **Friday 23 August 2019** (including advising and confirming eligibility requirements for Prizes and to sort out arrangements for the collection and redemption by them of their Prizes). Macquarie will advise the Prize Winners of the location at the main North Ryde campus of Macquarie University where their Prizes are to be collected.
18. Prize Winner Eligibility and Prize Redemption Requirements: The Prize Winners must comply with the following requirements to redeem and collect their Prizes:
- (a) attend the location advised by Macquarie to collect their Prize on or before **Friday 6 September 2019** (or such later date as Macquarie may approve in writing);

- (b) provide photographic identification to confirm their identity and that they satisfy the minimum age requirement for an Entrant;
 - (c) where a Prize Winner satisfies the minimum age requirement for an Entrant but has not attained the age of 18 years at the end of the Entry Period, that Prize Winner must:
 - (i) be accompanied by a parent or legal guardian when collecting and taking receipt of their Prize; **or**
 - (ii) on or prior to the time when they wish to collect and take receipt of their Prize, provide to Macquarie the consent in writing from a parent or legal guardian of that Prize Winner to that Prize being awarded to them in accordance with these Terms and Conditions; and
 - (d) if requested by Macquarie, agree and submit to the taking by Macquarie of a photographic image of them which may be used by Macquarie in connection with any story, article or news item that Macquarie may wish to publish in connection with the Competition.
19. The names of the Prize Winners will be published by Macquarie on the Macquarie University Facebook page on **Wednesday 21 August 2019**. Macquarie may also publish the names of the Prize Winners on such other Macquarie University social media channels and websites and publications as Macquarie may determine. Each Entrant agrees to the publication of the names of the winners of Prizes on that Facebook page and in those other publications and/or social media channels and/or websites for that purpose.
20. Unclaimed Prizes:
- (a) If:
 - (i) Macquarie is unable to contact a Prize Winner (using the email or phone number provided by the Prize Winner in their Entry) to advise them that they have won a Prize by **Monday 26 August 2019**; or
 - (ii) a Prize Winner does not collect and redeem their Prize by **Friday 6 September 2019** (or such later date as Macquarie may approve in writing); and/or
 - (iii) a Prize Winner does not meet any of the other Prize Winner Eligibility and Prize Redemption Requirements in clause 18 of these Terms and Conditions, that Prize will be forfeited by the Prize Winner and will be classified as an **Unclaimed Prize**.
 - (b) Macquarie will conduct an Unclaimed Prize draw for any Unclaimed Prizes by the later of:
 - (i) **Thursday 21 November 2019**; or
 - (ii) 14 days after a Prize becomes an Unclaimed Prize.
 - (c) All of the Eligible Entrants (with the exception of the Prize Winners) will be included in the Unclaimed Prize Draw.
 - (d) The manner in which any Unclaimed Prize Draw is carried out (and the requirements for the notification of winners and eligibility for collecting Prizes in any Unclaimed Prize Draw) will be substantially the same as those that apply to the original draw that is to be held on **Tuesday 20 August 2019**.

Release of Macquarie

21. To the extent permitted by law:
- (a) Macquarie accepts no responsibility and will not be held legally liable or responsible for any cost, loss, damage or expense arising from the participation by any person in the Competition or from the collection, redemption, acceptance and use of a

Prize by a Prize Winner, including any delay or failure or the inability for any reason of a Prize Winner to collect, take, use or redeem a Prize.

- (b) Macquarie is not responsible or liable for any damage or technical problems or malfunction of any computer and telecommunications equipment, network and lines (including, but not limited to damage to computer and telecommunications equipment, network and lines belonging to an Entrant in the Competition) that relates to or results from the participation of that Entrant in the Competition.
- (c) Macquarie accepts no responsibility if for any reason the Competition is not able to be run as planned (including, but not limited to) because of infection by computer viruses, bugs, tampering, unauthorised intervention, fraud, technical failures, or any other causes beyond the control of Macquarie which corrupts or affects the administration, security, integrity or proper conduct of the Competition.
- (d) Macquarie makes no warranties or representations about the fitness for purpose or suitability of any Prize and will not accept responsibility for the quality or fitness for any purpose of any Prize, or the failure of any Prize to be of merchantable quality and the Prize Winner should refer to the manufacturer of the Prize for all consumer warranties.

22. If liability cannot be excluded by Macquarie, the liability of Macquarie is limited to re-supplying the Prize or awarding a prize of equivalent value.

Use of Information and Privacy

23. Each Entrant consents:

- (a) to the disclosure and use by Macquarie of the personal information that they provide to Macquarie (including their email address, phone number, any identifiable image of the Entrant, the Entrant's name, school, school year and areas of interest) for the purpose of this Competition and for the promotional purposes of Macquarie;
- (b) to receiving from Macquarie information (including promotional information) about Macquarie and about events, activities, functions and courses run by or on behalf of Macquarie.

24. Any and all personal information collected by Macquarie through the conduct of the Competition will be used and handled by Macquarie in accordance with its [Privacy Framework and Privacy Management Plan](#) and these Terms and Conditions.

Competition Permit

25. Authorised under New South Wales Permit Number LTPS/19/33467