



ABN: 86 800 958 958

**MGA Graduate Student Satisfaction Survey  
Digital Gift Card Promotion  
Terms and Conditions**

<b>PARTIES</b>	
<b>Promoter</b>	The Monash Graduate Association Inc. (MGA) registered office being 21 Chancellors Walk Monash University Victoria 3800, is a not-for-profit, representative association for Monash University (Australian campuses) enrolled graduate students. The MGA is an incorporated entity under the Associations Incorporation Reform Act 2012 (Vic) and is subject to the Constitution of the MGA.
<b>Participant</b>	<p>The Digital Gift Card Promotion (Promotion) includes and is open to all Australian campus-currently enrolled and residing in Australia, Monash University, graduate students.</p> <p>Certain persons are prohibited from entering the Competition including; MGA Executive Committee members, Business directors, management, MGA employees (including their immediate family members), retailers, suppliers, associated companies and any agencies or agents of the MGA.</p>
<b>DETAILS</b>	
<b>Competition period</b>	<p><u>Commencement time and date:</u> Monday 15 April 2024 9:00am (AEST)</p> <p><u>End time and date:</u> Sunday 12 May 11:00pm (AEST)</p> <p>The survey must be completed and submitted no later than Sunday 12 May at 11:00pm</p> <p>A computer-generated random draw will take place on Monday 13 May 2024 and the winners will be notified by email.</p>
<b>Disclosed Information</b>	Monash University Student email address
<b>Purpose</b>	The MGA runs events, competitions and occasional Promotions as part of its social, academic support and representative role.

**Background**

The MGA runs recreational events, competitions and promotions as part of its support and representative function and to foster a sense of belonging for its graduate cohort.

**Legal**

It is a legal requirement in Victoria that trade promotion applications must be accompanied by Promotions Terms and Conditions. The herein constitute the requisite terms and conditions. The

**MGA Graduate Student Satisfaction Survey Digital Gift Card Promotion** and these terms and conditions are governed by Victorian law and any disputes will be subject to the exclusive jurisdiction of the courts of Victoria. These terms and conditions are made pursuant to the MGA Constitution.

### **Gift cards**

There are one-hundred (100) digital Coles gift cards available to give-away valued at \$50 (fifty) each.

### **Survey Promotion process**

1. To be eligible for any one of the promotional gift cards, Participants must complete and submit the **MGA Graduate Student Satisfaction Survey** in accordance with the instructions provided online.
2. Participants are only permitted to complete the survey once.

### **Disqualification**

- Survey submission must not be copied, must not contain any third-party materials and/or content that Participants do not have permission to use, and must not show inappropriate or dangerous conduct or intent, or otherwise be obscene, defamatory, distasteful, offensive, or in breach of any applicable law or regulation, or in breach of any intellectual property rights or confidentiality obligations owed by Participants to the MGA or third parties. If the Promoter has reason to believe an entry is in breach of these Terms and Conditions the MGA reserves the right to disqualify a survey submission without notice.

### **Selection of Gift Card recipients**

- The successful Participant will be selected via a random online draw conducted by MGA staff.
- The successful Participant(s) will be notified by email.
- Gift Cards will be emailed to successful Participant(s) via their student email address. If the email address is not valid, a new Participant will be selected.

### **Successful Recipients**

- All successful gift -card Participants will be announced and notified by email.

### **Promotion cancellation**

The MGA reserves the right to cancel, change or postpone any MGA Survey and/or Promotion for any reason. Reasons include but are not limited to, lack of sufficient interest or any other reasons detrimental to the best interests of the Participants or the MGA or which may harm or contain a safety risk to the Participant, Promoter or any third party.

### **Indemnity**

The Participant shall indemnify the Promoter its related entities, officers, directors and employees, from and against any and all claims, losses, liabilities, damages, settlements, expenses, and costs (including legal costs on a solicitor and own client basis) that arise out of or relate to any breach by the Participant of these terms and conditions.

### **Terms and Conditions Binding**

1. There is no entry fee to enter this Promotion.
2. By entering this Promotion, a Participant is indicating his/her/their agreement to be bound by these terms and conditions.

3. Participants acknowledge they are solely and entirely responsible for any survey associated costs regardless of how incurred. MGA will not make any reimbursements whatsoever.
  4. The Promoter reserves the right to verify the identity of Participants at any time and may disqualify any person who submits survey that is not in accordance with these terms and conditions.
  5. The Promoter's decision as to those able to take part and selection of successful recipients is final. No correspondence relating to the Promotion will be entered into.
  6. If the any successful recipient cannot be contacted for any reason the digital gift card will be forfeited. In this event the MGA reserves the right to award the digital gift card to another Participant.
  7. The digital gift cards are not transferable or exchangeable and cannot be taken as a monetary payment.
  8. The Promoter will notify the successful recipients by email as provided to the Promoter by the Participant.
  9. The Participant agrees this Promotion and submission of survey does not give rise to any entitlement for remuneration.
  10. The Promoter disclaims any responsibility for surveys not received for whatever reason.
  11. The Promoter reserves the right to cancel or amend the Promotion and these terms and conditions without notice if an event or events occur outside the MGA's control, including any actual or anticipated breach of any applicable law or regulation or any other reasonably unforeseeable event.
  12. The Promoter is not responsible for inaccurate digital gift card details supplied to any Participant by any third party whether connected with this Promotion or not.
  13. The Promoter's decision in respect of all matters to do with the Promotion will be final and no correspondence will be entered into.
  14. MGA shall have the right, at its sole discretion and at any time, to change or modify these terms and conditions, such change shall be effective immediately upon posting to the MGA website or survey platform.
  15. In the unlikely event any personal information or data relating to the Participant and/or survey submission comes into MGA's possession, power or control, it will be used solely in accordance with current data protection legislation and any MGA privacy regulations, and will not be disclosed to a third party without the Participant's prior consent.
  16. For the purposes of these terms and conditions personal data includes information which is not publicly available and as defined in the MGA Privacy Regulations.
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