

WIN 1 OF 10 MGA HOODIES COMPETITION

NEW GRAD STUDENT, SEMESTER 1, 2024

TERMS AND CONDITIONS

PARTIES	
Competition Promoter “Promoter”	<p>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.</p> <p>The MGA is an incorporated entity under the Associations Incorporation Reform Act 2012 (Vic) and is subject to the Constitution of the MGA.</p>
Participant	<p>The Competition is open to currently enrolled Monash University graduate students (Grad Cert, Grad Dip, Masters and PhD) enrolled in an Australian Campus.</p> <p>Certain participants 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>
DETAILS	
Competition Period	<p>Start: 05/02/2024, 09:00AM AEDT End: 01/03/2024, 5:00PM AEDT</p>
Disclosed information	<p>May include:</p> <ul style="list-style-type: none"> • Monash University Student name, student email address, mobile phone number, Monash student ID. number, emergency contact of participant name and contact details. • Monash University Student Identity Card, (ID) or an equivalent photographic proof of identity card such as a driver license or passport. • Monash University Enrolment Proof including but not limited to Web Enrolment System, Confirmation of Enrolment, and the Monash App Subject list.

1. Background

- 1.1. The Promoter runs recreational events, competitions and trips (among other activities) as part of its support function and to foster a sense of belonging for its graduate cohort.
- 1.2. Entry into the Competition is deemed acceptance of these Terms and Conditions and Participants are bound by these Terms and Conditions.

2. Entry Requirements

- 2.1. The Promoter may run competitions on the Promoter social media accounts, including its Facebook, LinkedIn, Instagram, RED and Twitter pages (“Platform/s”), its website and newsletter.
- 2.2. The Competition entry requirements are listed on the Promoter’s Competition Website.

3. Eligibility Criteria

- 3.1. Entry to the Competition will be deemed as valid upon the Participant taking all the required steps as designated on the Promoter’s Competition Website page.
- 3.2. Only one entry per Participant is permitted.
- 3.3. A Participant’s Entry will be disqualified if the entry is automated, late, incomplete, incomprehensible or contains any content that infringes the rights (including intellectual property rights) of any person or is unlawful, obscene, offensive, indecent, defamatory, discriminatory, libellous, threatening, pornographic, harassing, hateful, racially or ethnically offensive or otherwise objectionable or inappropriate (which includes, without limitation, any content involving excessive violence, malice or swearing), capable of encouraging conduct that would be considered a criminal offence, capable of violating any law or giving rise to any civil liability
- 3.4. These Terms and Conditions must be complied with for a Competition entry to be valid.
- 3.5. All entries must be submitted during the Competition period. No entries completed before and/or after the Competition period will be accepted in the Competition.

4. Prize(s)

- 4.1. Total Prize Pool is valued at AUD\$420
- 4.2. The prize consist of 10 X exclusive MGA Hoodies valued at AUD\$42 each.
- 4.3. The Prizes are not transferable to any other person(s).
- 4.4. The Prizes are not transferable or exchangeable and cannot be taken as a monetary payment.
- 4.5. The Promoter reserves the right to substitute prizes of equal value in the event the advertised prize(s) is no longer available due to circumstances beyond the Promoter’s control. Notice of the same will be given on the Promoter’s Competition website page.
- 4.6. The Prize remains the property of the Promoter until it is collected by the winner(s).

5. Award Date and Method

- 5.1. All eligible entries will be placed into an online computerised randomiser and ten winners will be selected by random using this method at the closing date.

6. Notification

- 6.1. The winner will be announced by Monday, 4 March 2024.
- 6.2. The winner will be notified and announced as specified in the Promoter's Competition Website.
- 6.3. Winners(s) will be notified from either of the following email contacts:
mga-events@monash.edu or mga@monash.edu
- 6.4. The winner(s) agree they may be required to show evidence of their identity by producing their WES statement or any other valid form of identification, prior to the Promoter's release of prize(s).
- 6.5. The Promoter will take no responsibility if any Winner(s)' contact details are incorrect or incomplete or a Winner(s) cannot be contacted.
- 6.6. The Promoter reserves the right to select an alternative Winner(s) if the original Winner(s) cannot be contacted or does not claim the prize within 14 days of notification. Alternative Winner(s) will be selected by conducting a second judging of the valid Entries, with judging to take place in the same manner as the initial judging on a time and date to be determined by the Promoter. The process will be repeated for every subsequent winner.
- 6.7. The judges' decision is final. No requests for reviews or appeals will be considered.

7. Intellectual Property Rights

- 7.1. All Intellectual Property Rights in the Competition and in the Content relating to Competition are the property of the Promoter or its third party content providers. We may provide a licence to third parties, including Competition Sponsors, to use the Content at our sole discretion.
- 7.2. Each Participant assigns all proprietary rights (including any intellectual property rights) they have in their Entry to the Promoter. Each Participant acknowledges and agrees that their Entry becomes the property of the Promoter and the Promoter has the right to alter the design or content of each Entry and use the Entry across any communication or marketing platform owned or used by the Promoter. The Promoter is entitled to use any of the submitted Entries for any purpose, including (but not limited to) any future promotion, marketing or publicity purposes. The Promoter reserves the right to require an Participant to enter into any documentation on terms acceptable to the Promoter that reflects this obligation.
- 7.3. Participants may, subject to the Promoter's prior consent, use the Content solely for their own personal use and benefit and not for resale, distribution or other commercial purposes.
- 7.4. The Competition Content may not be used without the Promoter's prior written permission.
- 7.5. Any request for permission to republish, reprint or use for any other purpose any of the Competition should be sent by email to the Promoter

8. Privacy

- 8.1. For the purposes of these Terms and Conditions, personal data includes information which is not publicly available.
- 8.2. By entering this Competition, all Participants acknowledge that the Competition is in no way sponsored or endorsed or administered by, or associated with the Platforms. You are providing your information to the Promoter and not to any other party. The collection, use and disclosure of personal information provided in connection with this Competition is governed by the Promoter's Privacy Policy available at: <https://mga.monash.edu/privacy-policy/> and the Promoter's Information Handling Procedures available at [INFORMATION-HANDLING-PROCEDURE-.pdf \(monash.edu\)](#).
- 8.3. In the unlikely event any personal information or data relating to the winner or any other Participant comes into Promoter's possession, power or control, it will be used solely in accordance with the Promoter's Privacy Regulations and will not be disclosed to a third party without the Participant's prior consent.
- 8.4. Participants consent to the Promoter using the Participant's name, likeness, image and/or voice in the event that they are a Winner (including photograph, film, file and/or recording of the same) in any media for an unlimited period of time without remuneration for the purpose of promoting this Competition (including any outcome) and promoting any goods or services provided by the Promoter.

9. **Dispute Resolution**

- 9.1. Disputes arising between Participants and/or with Promoter should, in the first instance, be resolved informally where the parties in dispute hold a discussion.
- 9.2. Where disputes between the Participants and the Promoter are not able to be resolved informally, Participants can contact the MGA Executive Officer.

10. **Legal**

- 10.1. It is a legal requirement in Victoria that trade promotions must be accompanied by Competition Terms and Conditions.
- 10.2. These Terms and Conditions embody the entire agreement between the Promoter and each Participant with respect to this Competition.
- 10.3. The Competition 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.
- 10.4. Any provision in these Terms and Conditions which is invalid or unenforceable in any jurisdiction is to be read down for the purpose of that jurisdiction, if possible, so as to be valid and enforceable, and otherwise must be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of these Terms and Conditions or affecting the validity or enforceability of that provision in any other jurisdiction.

11. **General**

- 11.1. Any costs associated with entering this Competition are the responsibility of each Participant.
- 11.2. The Promoter reserves the right to verify the identity of Participants at any time and may disqualify any person who submits an entry that is not in accordance with these terms and conditions.
- 11.3. The Promoter's decision in relation to any or all aspects of this Competition is at its complete

discretion, final and binding on all persons who enter into this Competition and no correspondence will be entered into.

- 11.4. The Promoter disclaims any responsibility for entries not received for whatever reason.
- 11.5. The Promoter reserves the right to cancel or amend the Competition and these Terms and Conditions without notice if an event or events occur outside the Promoter's control, including any actual or anticipated breach of any applicable law or regulation or any other reasonably unforeseeable event.
- 11.6. The Promoter is not responsible for inaccurate prize details supplied to any Participant by any third party whether connected or not with this Competition.
- 11.7. Despite anything to the contrary in these Terms and Conditions, errors and omissions may be accepted at the Promoter's complete discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 11.8. Except for any liability which cannot be excluded by law, the Promoter and its associated companies are not responsible for and exclude all liability (including negligence and breach of statutory duty or otherwise arising) for any personal injury or any loss or damage (including loss of opportunity) whether direct, indirect, special or consequential, arising from or in any way connected with this Promotion, including:
 - 11.8.1. Any problems or technical malfunction (whether or not under the Promoter's control) of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, technical problems or traffic congestion on any computer system or at any website, or any combination thereof, including (but not limited to) any injury or damage to Participant or any other person's property related to or resulting from participation in this Competition;
 - 11.8.2. Any incorrect or inaccurate information, either caused by users or by any of the equipment or programming associated with or utilised in connection with this Competition, or by any technical error that may occur in the course of this Competition;
 - 11.8.3. any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or third part interference or unauthorised access to or alteration of entries or Participant details;
 - 11.8.4. any Entry that is late, lost, altered, damaged or misdirected (whether or not after receipt by the Promoter);
 - 11.8.5. participation in this Competition; or
 - 11.8.6. cancellation of this Competition.
- 11.9. The Promoter 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 Promoter's website.
- 11.10. Any changes to the Competition will be notified to Participants as soon as possible by The Promoter.
- 11.11. 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.