

MGA ‘SPIN THE WHEEL’ COMPETITION

SEMESTER 2, 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: Monday, 22 July 2024 at 11:00am AEDT End: Wednesday, 24 July 2024 at 2:00pm 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. Competition Mechanics

- 2.1. A promotional wheel will be located at the MGA booth located in the Campus Centre on Clayton campus. To enter the competition, the entrant must follow MGA on RED or on Instagram and must show that they have done this to the MGA staff or volunteer and then spin the wheel during the Promotional Period when directed by staff or volunteer.
- 2.2. At the start of the Promotional Period, the spinning wheel will be comprised of various prize wedges. If the needle/spinner lands on a prize wedge after the wheel stops in motion, the entrant will win that prize specified. If the needle/spinner lands on a 'spin again' wedge, the entrant will have the opportunity to spin the wheel again. Once all available units of a prize have been won, the respective prize wedge will be replaced with a 'spin again' wedge. The prize will be awarded to each winner by a promotional staff member or volunteer upon completion of their spin attempt.
- 2.3. If there is a dispute as to which wedge the spinner/needle lands on, the promotional staff member's decision will be final. All prizes available to be won are below. Once all available prizes have been awarded the spinning game will conclude. The entrant must not interfere with the wheel once the wheel is spun. Any unfair conduct in participating in the wheel spin, will at a promotional staff member's discretion result in an entrant's forfeiture of the right to a prize.

3. Eligibility Criteria

- 3.1. Entry to the Competition will be deemed as valid upon the Participant taking all the required steps as designated by the Promoter.
- 3.2. Limit one (1) spinning wheel attempt permitted per person.
- 3.3. These Terms and Conditions must be complied with for a Competition entry to be valid.

4. Prize(s)

- 4.1. Total Prize Pool is valued at \$1586.70.
- 4.2. The Prizes include A5 notebook (valued at \$7.22 each), Ceramic white water bottle (valued at \$10.00 each), MGA pen (valued at \$2.50 each), instant noodle (valued at \$0.80 each), Chips (valued at \$3.00 each), MGA reusable drinking straw (valued at \$3.72 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.

5. Privacy

- 5.1. 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 \(monash.edu\)](https://mga.monash.edu/information-handling-procedure-2019-01-01.pdf).
- 5.2. 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.

6. Dispute Resolution

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

7. Legal

- 7.1. It is a legal requirement in Victoria that trade promotions must be accompanied by Competition Terms and Conditions.
- 7.2. These Terms and Conditions embody the entire agreement between the Promoter and each Participant with respect to this Competition.
- 7.3. 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.
- 7.4. 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.

8. General

- 8.1. 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.
- 8.2. 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.

- 8.3. The Promoter is not responsible for inaccurate prize details supplied to any Participant by any third party whether connected or not with this Competition.
- 8.4. 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.
- 8.5. 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:
 - 8.5.1. 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;
 - 8.5.2. 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;
 - 8.5.3. 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;
 - 8.5.4. any Entry that is late, lost, altered, damaged or misdirected (whether or not after receipt by the Promoter);
 - 8.5.5. participation in this Competition; or
 - 8.5.6. cancellation of this Competition.
- 8.6. 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.
- 8.7. Any changes to the Competition will be notified to Participants as soon as possible by The Promoter.
- 8.8. 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.