

TAFE QUEENSLAND

Schedule for the 'Term 2 2021 Instagram UGC' Promotion

Promotion Name	Term 2 2021 Instagram UGC				
Promoter	TAFE Queensland ABN 72 898 805 093 of 1030 Cavendish Road, Mt Gravatt, Queensland 4122				
Promotion Period	The Promotion starts at 9.00am AEST on Friday, 14 May 2021. The Promotion closes at 5.00pm AEST on Friday, 11 June 2021. No entries will be accepted after this time.				
Relevant State(s)	Queensland				
Entry Restrictions	 Entry is open to individuals who are: (a) residents of Queensland; and (b) aged 15 years or older at the commencement of the Promotion; and (c) enrolled at TAFE Queensland as at the start of the Promotion Period i.e. you must be a current student as at this date and not have been resulted for all units within your enrolment or attended a graduation ceremony for your course. Entrants less than 18 years of age must have the consent of their parent or guardian in order to enter. By entering this Promotion, entrants confirm that they have consent, and the Promoter reserves the right to verify this. 				
Verification Requirements	The Promoter reserves the right to verify the age, residential address and/or enrolment status of entrants.				
Entry Procedure	To enter, entrants must, during the Promotion Period: (a) have an Instagram account (set to public); (b) follow TAFE Queensland (@tafeqld) (if not already); (c) like the Promotion competition post; (d) post a photo on your Instagram profile (not story) of your "#tafeskills" (which could include, but is not limited to things you make, learn, create and do as a TAFE Queensland student); (e) tag @tafeqld in your "#tafeskills" post; and (f) include the hashtags #tafequeensland and #tafeskills in the caption. Make sure you comply with Instagram's Terms of Use, otherwise your entry will be ineligible. Please, keep it nice — entries must not contain any content that is obscene, profane, lewd, defamatory, objectionable or otherwise inconsistent with the Promoter's brand. The Promoter reserves the right to hide or remove such entries.				
Maximum Number of Entries	Unlimited				
Judging Details	Date: Monday, 14 June 2021				
	Time: 12.00pm AEST Location: TAFE Queensland Toowoomba campus, 100 Bridge Street, Toowoomba, Queensland 4350				

	Judging Criteria: entries will be judged on the criteria of most creative, determined by the Promoter at its sole discretion. The entry judged to be the most creative will be awarded the major prize, and the minor prizes will be awarded to the next five most creative entries.				
Prizes Details	Туре	Prize	No. Available	Value of each Prize (RRP)	
		1 x Instax Mini 11 Instant Camera			
	Major	1 x Fujifilm Instax Mini Film 100 Pack	1	\$500.00	
		1 x \$300 Officeworks Gift Card			
	Minor	Coles Group and Myer Gift Card	5	\$200	
Total Prize Pool	Up to \$1,500.				
Prize Restrictions / Exclusions (if any)	Each Prize, once provided to the winner, is the responsibility of the winner and if lost or damaged will not be replaced by the Promoter.				
Notification and Publication of Winners	Winners will be notified by comment within 2 business days of being selected. Prize winners' names will be published on the Promoter's website at <u>tafeqld.edu.au</u> by Wednesday, 9 June 2021.				
Prize Claim Date	Tuesday, 14 September 2021				
Additional Terms	The Prizes are subject to the Coles Group and Myer Gift Cards terms of use.				

TAFE QUEENSLAND

Terms and Conditions of Entry for the 'Term 2 2021 Instagram UGC' Promotion

First up

- These terms and the Schedule form the Conditions of Entry for this Promotion, and set out all of the information you need to know regarding this Promotion. Capitalised terms have the meaning given in the Schedule, unless otherwise stated. If there's any inconsistency between these terms and the Schedule, then what's in the Schedule is correct. By submitting your entry, you agree that these Conditions of Entry apply to your entry.
- 2. The promoter is TAFE Queensland (ABN 72 898 805 093) of 1030 Cavendish Road, Mt Gravatt, Queensland 4122 ('*Promoter*', 'we', 'us').
- 3. Any updates to these Conditions of Entry will be published on our website <u>tafeqld.edu.au/about-us/policy-and-governance/competitions/index.html</u>, so it's important to check these Conditions of Entry regularly.

Who can enter ... and who can't

4. The eligibility requirements for this Promotion are set out in the Entry Restrictions. Directors, managers, employees, officers, agents and contractors of the Promoter, and their immediate families (i.e. spouse, partner, parent, grandparent, natural or adopted child, and sibling (whether natural or adopted by a parent)) are ineligible to enter.

How to enter

- 5. To enter, you must follow the Entry Procedure.
- 6. We will not accept entries which are incomplete, illegible, or which are generated by computers or other automated means.
- 7. We reserve the right to disqualify your entry in the event of non-compliance with these Conditions of Entry, failure to meet any content guidelines set out in the Entry Procedure or if, in our reasonable opinion, you tamper or interfere with an entry mechanism in any way.
- 8. If the Promotion cannot run for reasons beyond our control (for example, infection by computer virus, mobile network failure, bugs, tampering, unauthorised intervention, fraud, or technical failures), we reserve the right to cancel, suspend, modify or terminate the Promotion. If that happens, we'll select a winner from eligible entries received at the time.
- 9. All decisions made by us regarding any aspect of the Promotion are final and no correspondence will be entered into.

Rules about entry content

- 10. You must take full responsibility for the content of your entry and for ensuring that your entry complies with these Conditions of Entry. When we talk about "entry content", we mean any content (including text, photos, videos and email messages) that you submit, upload, transmit, publish, communicate or use in connection with your entry into the Promotion.
- 11. Entries must be your original work. We reserve the right to verify, or to require you to verify, that your entry is your original work. If an entry cannot be verified to our satisfaction, that entry will be deemed invalid.
- 12. Your entry must not include:
 - (a) any image or voice of any other person, unless you have that person's permission. If your entry includes this content, you confirm that you have consent from the relevant person;
 - (b) any content that contravenes any law, infringes the rights of any person or is obscene, offensive, potentially defamatory, discriminatory, indecent, objectionable or inappropriate (which includes any content involving nudity, malice, excessive violence or swearing); and
 - (c) any content which infringes the intellectual property rights (such as copyright and trade marks) of another person. If you're not sure whether you have the right to include particular content (for example, recorded music), don't include it. By including any such content in your entry, you confirm you have the permission of the owner to do so and that this permission allows us to use the entry in accordance with these Conditions of Entry.
- 13. We may, in our absolute discretion, edit, modify, delete, remove or take-down any part of your entry.
- 14. By submitting an entry to the Promotion, you agree to assign all rights in your entry to us and consent to us using your entry in any manner we wish (including modifying, adapting or publishing the entry, whether in original or modified form, in whole or in part or not at all), by way of all media, without compensation.

By submitting an entry, you consent to any dealings with the entry that may otherwise infringe your moral rights in the entry. We may copy any content submitted as part of an entry, cause the content to be seen and/or heard in public, and communicate the content to the public. We may also allow third parties to do these things.

Prizes

- 15. The prize(s) are set out in the Prize Details and are subject to any restrictions specified in the Prize Restrictions/Exclusions. Unless otherwise stated, prize values are accurate as at the commencement date of the Promotion. Any variation after that date is beyond our control. All costs, fees, charges or expenses associated with the prize(s), which are not specified in the Schedule, are the responsibility of the winner(s).
- 16. Prizes are not transferable, exchangeable or redeemable for cash. If for any reason a prize is not available, we will substitute it for another prize of equal or higher value (in our discretion).

How winners are chosen and notified

- 17. This Promotion is a game of skill, and chance plays no part in the selection of the winner(s). Each eligible entry will be judged by us based on, amongst other things, the Judging Criteria. The judges' decision is final, and no correspondence will be entered into. We will notify winners, and publish their names, in accordance with the Notification and Publication of Winners information set out in the Schedule.
- 18. Unless otherwise stated, each entrant is only eligible to win one prize.

How to claim prizes

- 19. Unless otherwise stated in the Schedule, prizes will either be posted using the address information provided by the winner or are to be collected by the winner in person (at the Promoter's absolute discretion). Where a prize is posted, winners should allow up to four weeks for delivery. We accept no responsibility for any lost, delayed or misdirected mail, or any damage to prizes caused in transit.
- 20. If (having made reasonable efforts) we cannot contact a prize winner, or if any prize is not accepted or claimed by the Prize Claim Date, that prize winner's entry will be deemed invalid, and we reserve the right to distribute unclaimed prizes to the next best entry.
- 21. At our request, prize winners (and their companion(s), if applicable) must sign (or ensure that their parent/guardian signs) an indemnity and exclusion of liability form provided by us. If a winner (or their parent/guardian) does not sign that form within the time specified by us, they will not be able to participate and that winner's entry or prize claim will be declared invalid. We will then award that prize to the next best entry.
- 22. If you are a winner, you are responsible for your use of the prize, including complying with all relevant laws and any applicable terms and conditions of use.

Promoter's use of entries and personal information

- 23. On submission, entries become the property of the Promoter. We may, in our absolute discretion, edit, modify, delete, remove or take-down any part of your entry. By submitting an entry to the Promotion, you agree to assign all rights in the entry to us and consent to us using the entry in any manner we wish (including modifying, adapting or publishing the entry, whether in original or modified form, in whole or in part or not at all), by way of all media, without compensation. By submitting your entry, you consent to any dealings with the entry that may otherwise infringe your moral rights in the entry. We may copy any content submitted as part of an entry, cause the content to be seen and/or heard in public, and communicate the content to the public. We may also allow third parties to do these things.
- 24. By participating in this Promotion, you understand and agree that TAFE Queensland may use and disclose the personal information provided by you for the purpose of conducting the Promotion and for any of the purposes set out in TAFE Queensland's Privacy Policy (available at tafeqld.edu.au/about-us/privacy.html), which contains information about how you may access and seek correction of your personal information or complain about a breach of your privacy, and how TAFE Queensland will deal with that complaint. TAFE Queensland may also disclose your personal information to other parties, including TAFE Queensland's third party service providers. From time to time, these third parties may be located (and so your personal information may be disclosed) overseas, including in India, the USA and the UK, and other countries from time to time. TAFE Queensland may use your personal information for direct marketing purposes, unless you opt out (which you can do at any time in accordance with TAFE Queensland's Privacy Policy). You can request to access, update or correct any personal information we hold about you by writing to TAFE Queensland's Privacy Officer at PO Box 1910, Carindale, Queensland 4152 or by sending an email to TAFE.Queensland@tafeqld.edu.au.
- 25. If requested by us, each winner must participate in all promotional activity (such as publicity and photography) surrounding the winning of the prize, free of charge. If you are a winner, you consent to us

using your name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period without compensation for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by us. If you are under 18 years of age, your parent or guardian must give us this consent on your behalf.

Social media

- 26. Where this Promotion utilises, or requires the use of, any Social Media Platform:
 - (a) this promotion is in no way sponsored, endorsed or administered by, or associated with, any Social Media Platform;
 - (b) you understand that you are providing your information to us and not to any Social Media Platform;
 - (c) any questions, comments or complaints about this promotion must be directed to us and not to any Social Media Platform; and
 - (d) the Social Media Platforms will not be liable for any loss or damage or personal injury, which is suffered or sustained by an entrant, as a result of participating in the Promotion (including taking/use of a prize), except for any liability which cannot be excluded by law.
- 27. For the purposes of the above, '**Social Media Platform**' means, as the context requires, Facebook, Instagram, Snapchat, Twitter and/or any other social media platform in existence from time to time.

General stuff (boring but important)

- We accept no responsibility for any problems or technical malfunction of any communication network or for any late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. We have no control over telephone communications, networks or lines and accept no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise. We are not liable for any consequences of user error including any costs incurred.
- 29. You acknowledge that there may be inherent risks in some aspects of the Promotion or the prize and that participation in the Promotion or the prize may involve participating in dangerous activities. By entering this Promotion and/or accepting the prize, you accept that risk for yourself and for your companion(s) (if applicable).
- 30. You will be responsible for any tax liability associated with a prize.
- 31. To the extent permitted by law, we will not be liable for any loss or damage whatsoever (including direct or consequential loss) or personal injury suffered or sustained in connection with the prizes or this Promotion. We accept no responsibility for any tax liabilities that may arise from winning a prize.
- 32. We are not responsible for use of a prize which results in:
 - (a) loss that was not reasonably foreseeable;
 - (b) loss that was not caused by the our breach of these Conditions of Entry or by our negligence;
 - (c) business losses (such as lost data, lost profits or business interruptions) or loss suffered by nonconsumers;
 - (d) losses caused by factors which could reasonably be considered to be outside our control (such as faults in third party equipment); and
 - (e) any loss caused, or contributed to, by an entrant's breach of these Conditions of Entry or an entrant's negligence.
- 33. These Conditions of Entry are governed by the laws of Queensland.