QUT’s Summer Holiday Program ‘Design a Character’ Competition
Terms and Conditions

Participation
1. Participating in this Competition constitutes an acceptance of these Terms and Conditions.
2. The Competition Periods are as follows:
   a) **Competition Period 1**: means the period from 10:00am to 5:00 pm AEST on 6 January 2018.
   b) **Competition Period 2**: means the period from 10:00am AEST on 7 January 2018 to 5:00 AEST on 14 January 2018.

Eligibility
3. **Participants must be between 5 to 15 years of age**. Participation in this Competition is conditional on the participant obtaining consent from their parent or legal guardian, as declared on the Competition entry form. All participants must be accompanied and supervised by their Parent or legal guardian at all times if attending any of the Promoter’s premises.
4. Current students and employees of the Promoter are not eligible to enter this Competition.

Entry process
5. To enter this Competition, a participant must:
   b) access, complete and submit the ‘Design a character competition’ entry form (available at [http://www.vision6.com.au/em/forms/subscribe.php?db=594830&s=246394&a=27900&key=1497cca](http://www.vision6.com.au/em/forms/subscribe.php?db=594830&s=246394&a=27900&key=1497cca)). The participant will be required to upload their entry in either GIF, JPG, JPEG or PNG file format – Maximum size 1,000 KB.
6. Entries must be received by the Promoter as follows:
   a) **Competition Period 1**: by 5:00pm AEST on 6 January 2018.
   b) **Competition Period 2**: by 5:00pm AEST on 14 January 2018.
7. The Promoter reserves the right to, at any time:
   a) verify the eligibility of a participant and disqualify a participant who does not meet the eligibility requirements set out in these Terms and Conditions. If there is a dispute as to the eligibility of a participant, the Promoter reserves the right, in its sole discretion to determine the eligibility of a participant.
   b) verify a participant’s compliance with this Competition entry process.
8. Further to item 3 above, if a participant under the age of 18 years submits a competition entry form, he or she will be deemed to have obtained the permission of his or her parent or guardian to participate in the Competition and for the Promoter to use his or her entry as set out in these Terms and Conditions.
9. A participant may submit multiple entries within one or both Competition Periods. In order to submit multiple entries, the Participant is required to submit a new entry form for each competition entry.
10. No responsibility whatsoever is accepted by the Promoter for late, lost, or misdirected entries.
11. Any entry that the Promoter considers in its sole discretion to be an incomplete, indecipherable, or illegible entry, will be deemed invalid.

Prize
12. There will be two prize winners, each receiving one prize in accordance with these Terms and Conditions.
13. The Promoter in its sole discretion will select the prize winners based on:
a) Originality and creativity; and
b) an overall assessment as to the quality of the design.

14. The Promoter in its sole discretion will select the prize winners upon assessment of all Competition entries at the conclusion of each Competition Period respectively.

15. The Promoter will notify the first prize winner after the conclusion of Competition Period 1 by 5:00pm AEST on 10 January 2018.

16. The Promoter will notify the second prize winner after the conclusion of Competition Period 2 by 5:00pm AEST on 17 January 2018.

17. The Promoter will use reasonable efforts to notify each prize winner respectively by the notification dates specified in items 15 and 16 above. Each prize winner will be notified using the phone number and/or email address specified on the winning entry form. If despite reasonable efforts, the Promoter is unable to contact the prize winner/s by 5:00pm AEST on the respective notification dates, the participant who submitted the second best Competition entry as determined by the Promoter will be selected as the new prize winner for that Competition Period and will be notified in accordance with these Terms and Conditions.

18. Each selected prize winner will win a prize of 1 x BB-8™ by Sphero, valued at approximately AUD$174 RRP, with specifications of this product to be at the discretion of the Promoter.

19. The prizes are not transferable, refundable or exchangeable and cannot be taken as cash.

20. The Promoter's decision as to the winner of each prize is final and binding and no correspondence will be entered into in relation to the conduct of the Competition, the prize draws, the prizes or otherwise.

21. If the stated prizes are unavailable, the Promoter, in its absolute discretion, reserves the right to substitute the prizes with prizes of similar value and/or specification.

General Terms

22. The Promoter accepts no responsibility for failure of technological devices, internet connections or server outages, and/or mobile network outages that may occur in relation to attempts by participants to submit the Competition entry form and/or any entries.

23. The Promoter reserves the right, at any time, to verify the validity of entries and participants (including a participant’s identity) and to disqualify any participant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

24. If the use of a prize is subject to the terms and conditions of a third party, any dispute in relation to those terms and conditions must be directed to that third party and the Promoter has no responsibility with respect to such dispute or responsibility for resolving such disputes.

25. The Promoter may, but is not obliged to, publish the results of the Competition. Unless otherwise advised by the participant, by entering this Competition, participants agree to the Promoter publishing their first name and/or Competition entry in any media whatsoever, including without limitation on QUT’s social media platforms (e.g. Facebook, Instagram and/or Twitter).

26. If this Competition is interfered with in any way or is not capable of being conducted as anticipated by the Promoter due to any reason beyond the reasonable control of the Promoter, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by the law to (a) disqualify any participant; or (b) modify, suspend, terminate or cancel the Competition.

27. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Competition, including but not limited to, where arising out of the following: (a) any technical difficulties or equipment malfunction (whether or not under the
Promoter's control; (b) any theft, unauthorised access, or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged, or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions (e) any tax liability incurred by a winner or participant; or (f) use of the prize.

28. Each participant indemnifies and keeps indemnified the Promoter against all claims, losses, damages and expenses suffered by the Promoter or any third party arising out of the breach of these Terms and Conditions by the participant, the conduct of the participant in the Competition or the use of the prize.

29. The manufacturer or supplier of the prizes is not a participant in, or sponsor of, this Competition.

30. The Competition is not sponsored, endorsed, administered by or associated with, Facebook, Twitter or Instagram.

31. Any use by participants of Facebook, Twitter and/or Instagram is subject to the Terms and Conditions of each social media platform respectively.

Privacy

32. Under the Information Privacy Act 2009 (Qld), the Promoter must tell participants when it collects personal information about them and how it plans to use it. If a participant chooses to enter or take part in this Competition, the participant may be required to provide the Promoter with personal information such as the participant's name, email address, mobile phone number and/or age. The Promoter will collect and use the participants' personal information in order to conduct the Competition, and may be used to send information and future promotional communications to the participant.

33. The Promoter has no control over personal information that is uploaded to any social media platform. Participants acknowledge that any personal information that is uploaded to any social media platform is dealt with in accordance with the terms and conditions of use of the social media platform used by the participant.

34. If a participant would prefer that the Promoter does not use the participant's details in the way outlined in the Terms and Conditions, the participant should contact the Promoter at thecube@qut.edu.au.

35. A request to access, update or correct any information should be directed to the Promoter.

"Promoter" means Queensland University of Technology, 2 George Street, Brisbane, QLD, 4000. ABN 83 791 724 622.