



UNSW Positive Choices Competition Terms and Conditions

Terms and Conditions

1. Terms and Conditions

1.1. The terms and conditions of entry of the UNSW Positive Choices Video and Story-telling through artwork Competition (**Competition**) comprise the terms and conditions set out below, instructions on how to enter and other details contained within promotional advertisements for the Competition (together, **Terms and Conditions**).

1.2. By entering the Competition, you agree to abide by these Terms and Conditions.

2. Competition Organiser

The Competition organiser is The University of New South Wales, ABN 57 195 873 179 of Kensington, NSW, 2052 (**UNSW, or Us**).

3. Research

3.1. The Competition involves participating in a research study being conducted by the National Drug and Alcohol Research Centre at UNSW in relation to Positive Choices to prevent alcohol and drug related harms among young Aboriginal and Torres Strait Islanders (**Research**).

4. Who can enter?

4.1. You are eligible to enter the Competition if:

- (a) you are aged from 12 to 14 years old and identify as Aboriginal or Torres Strait Islander; and
- (b) participate in the Research; and
- (c) your parent or guardian:
 - (i) provides consent to participate in the Research; and
 - (ii) accepts these Terms and Conditions on your behalf.

4.2. Before you can submit an entry online, you will need to ask your parent or guardian to complete the online form to tell UNSW your parent or guardian's email address and telephone number.

4.3. UNSW will send to your nominated parent or guardian a copy of each of the following documents or hyperlinks to them:

- (a) the Information Sheet for parents/guardians: Competition (including consent form)
- (b) Model Appearance Release form;
- (c) these Terms and Conditions; and
- (d) Terms and Conditions Acceptance form.

4.4. Your parent or guardian will have until March 30, 2018 to complete and submit the consent form attached to the Information Sheet.

4.5. UNSW will try to call your nominated parent or guardian if it has not received parental consent within one week of the end of the Competition Period, however UNSW takes



no responsibility for a failure to obtain parental consent. If no parental consent is given to participate in the Research and entry in the Competition, the entry will be incomplete and invalid and UNSW will not accept any Research or other information or material.

- 4.6. UNSW takes no responsibility for incorrect email addresses or email transmission failures of any kind, including but not limited to email inbox capacity or operation of spam or email content filters.
- 4.7. When UNSW has received your completed parental consent forms, UNSW will send to your nominated parent or guardian instructions on how to submit your entry.

5. How to enter

- 5.1. The Competition will open on January 12, 2018 and the competition will close at 11.59pm on March 30, 2018 (**Competition Period**).
- 5.2. If your Entry is a video:
 - (a) it should be no more than 2 minutes duration;
 - (b) it should not contain music or other copyright material created by another person unless you have express permission to use that music or other copyright material; and
 - (c) if any other person appears in the video, you must also submit a completed Appearance Model Release form for each person, including parental consent if that person is under the age of 18.
- 5.3. If your Entry is a series of artworks, there should be no more than 5 artworks in the series.
- 5.4. To enter the Competition, during the Competition Period you must
 - (a) participate in the Research by:
 - (i) submitting a completed copy of the Research Parental Consent form signed by a parent or guardian;
 - (ii) creating and submitting either a video or story-based artwork (with caption for each artwork) (**Entry**); and
 - (iii) submitting a completed copy of the Research questionnaire; and
 - (b) submit a copy of the Terms and Conditions Acceptance form completed by your parent or guardian.
- 5.5. Any Entry submitted outside the Competition Period or not completed in accordance with these Terms and Conditions will not be a valid entry and will not be eligible to win.
- 5.6. Entry in the Competition is free however You are responsible for any costs associated with entering the Competition, which may include costs associated with accessing the internet.
- 5.7. Incomplete entries will be deemed invalid and excluded from the Competition.
- 5.8. Entries which UNSW, in its sole discretion, considers defamatory, racist, otherwise unlawful or offensive will be deemed invalid and excluded from the Competition
- 5.9. UNSW reserves the right, at any time, to verify the validity of entries and the eligibility of entrants and to disqualify any entrant who does not meet the eligibility criteria and to exclude an entry that is not in accordance with the Terms and Conditions.
- 5.10. All decisions about the eligibility of entrants and the validity of entries made by UNSW will be final, and no correspondence will be entered into.



6. Selection and notification of winners

- 6.1. The Competition is a game of skill and chance plays no part in determining the winner.
- 6.2. A panel of judges will select a winner and a runner-up.
- 6.3. The judges' decision will be final and no correspondence will be entered into.
- 6.4. The winner and runner-up will be announced on the Positive Choices website and notified by email or phone on April 28, 2018.

7. The prize

- 7.1. The winner will be awarded a MacBook air and the runner-up will be awarded a \$500 JB HiFi voucher.
- 7.2. The winner and runner-up will be responsible for all costs associated with using the prizes.
- 7.3. The prize is not redeemable for cash or an alternative prize.
- 7.4. The entitlement to a prize is not transferable; however the winner's parent or guardian may provide written authority for a person to collect the prize on the winner's behalf.
- 7.5. In the event that for whatever reason, any prize described above is unavailable, UNSW reserves the right to substitute for the unavailable prize a prize of equal or greater value.
- 7.6. UNSW gives no warranty as to the condition or use of any prize.

8. Unclaimed prizes

- 8.1. In the event that the winner or runner-up does not collect their prize by May 11, 2018 UNSW reserves the right to award the prize to another valid entry. The selection of an alternate recipient for the prize will be determined in the sole discretion of UNSW and no correspondence will be entered into. In such circumstances, the new winner or runner-up will be notified by May 13, 2018.

9. Limitation of liability

- 9.1. In the case of the intervention of any outside act, circumstances or event which prevents or significantly hinders UNSW's ability to proceed with the competition on the dates and in the manner described in these Terms and Conditions, including but not limited to vandalism, power failures, natural disasters, acts of God, civil unrest, strike, war, or act of terrorism, UNSW may in its absolute discretion cancel the Competition and UNSW will have no liability to any entrant or any other person as a result of such cancellation.
- 9.2. To the maximum extent permitted by law, UNSW excludes its liability in respect of the Competition and these Terms and Conditions. Without limiting the generality of the foregoing, UNSW will not be liable for any misadventure, accident, injury, loss, claim or expense (including but not limited to a claim for infringement of any copyright, trade mark or other intellectual property right, or any claim of a similar nature) that may occur as a result of or in connection with an entrant's entry into the Competition.
- 9.3. UNSW is not responsible in any manner whatsoever for any problems or any financial costs incurred, or any combination thereof, including any injury or damage to participants or any other persons related to or resulting from participation in this competition.

10. Intellectual Property





- 10.1.** All entries remain the property of each entrant.
- 10.2.** By entering the competition, you warrant to and for the benefit of UNSW that:
- (a) your entry is your own original work, is not copied from any other person's work and does not infringe the copyright, trade mark or other intellectual property rights of any person; and
 - (b) you have the consent of any identifiable person included in your entry to publish your entry on Instagram, submit the photo to the Competition and for UNSW to publish your entry online or in any promotional materials.
- 10.3.** By entering the Competition, you consent and agree to UNSW using and reproducing your entry. for an unlimited period and without any payment to you, in any media now known or hereafter devised for the purpose of promoting UNSW, and you grant UNSW a licence of all of your relevant intellectual property rights for this purpose. You acknowledge that your entry may be reproduced online, and/or in hard copy in UNSW promotional materials.

11. Privacy

- 11.1.** You acknowledge that UNSW may collect, store and use personal information in order to conduct the Competition and the Research and for related purposes referred to in paragraph 11.3 below, and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, prize suppliers and, as required, to UNSW regulatory authorities.
- 11.2.** By entering the Competition, you consent to the collection, storage, disclosure and use of your personal information for the purposes identified in these Terms and Conditions of Entry in accordance with the Privacy and Personal Information Protection Act 1998 (NSW) and all other applicable privacy legislation.
- 11.3.** By entering the Competition, you acknowledge and agree that UNSW may, for an indefinite period, unless otherwise advised by you in writing in accordance with paragraph 11.4, collect, store, disclose and use all personal information collected by UNSW about you in connection with this Competition for promotional, marketing, publicity, research and profiling purposes. Personal information provided in the Research questionnaire is for the purposes of the Research only will not be used for marketing and promotional purposes unless de-identified and aggregated. All such personal information will only be used in accordance with UNSW's Management Plan which may be found here:

<https://www.gs.unsw.edu.au/privacy/managementplan/index.html>

- 11.4.** You should direct any request to access, update, correct or withdraw consent to the collection, storage, use or disclosure of your personal information to:

The Privacy Officer

UNSW Sydney

Sydney NSW 2052

Phone: (02) 9385 8369

Fax: (02) 9385 2894

Email: privacy@unsw.edu.au



12. Contact details

Enquiries about this Competition should be directed to:

Dr Mieke Snijder

m.snijder@unsw.edu.au

(02) 8936 1134

13. Terms and Conditions of the Competition are governed by the laws of the State of New South Wales.