

Terms & Conditions

Schedule	
Event Name	2021 O-Fest
Promoter	Monash Student Association (Clayton) Inc. ABN: 20 147 061 074 Level 1, 21 Chancellors Walk, Monash University VIC 3800 03 9903 3138
Entry - Residency Restrictions	Entry is only available to residents in metropolitan Melbourne, Australia.
Entry - Age Restrictions	Entry is only available to persons over 18 years and over.
Competition Period	Friday 1 January 2021 – Sunday 28 February 2021
How to Enter	<p>To enter the competition, each entrant must, during the competition period:</p> <ul style="list-style-type: none"> (a) Subscribe to MSA Rewards and join MSA Clubs & Societies. <ul style="list-style-type: none"> (i) Every entrant who joins both, will automatically go in the draw to win one of the prizes. The more clubs an entrant joins, the more entries into the competition they receive. (b) Watch the live O-Fest stream on MSA Facebook or msaofest.com, collect codewords that will appear in the videos over the competition period and enter these codewords into the competition form. <ul style="list-style-type: none"> (i) Entrants who collect all the codewords will go in the draw to win one of the prizes. (c) Watch the live O-Fest stream on MSA Facebook (https://www.facebook.com/MSA.Clayton/). UberEats Voucher codes will be dropped in the comments.
Date and Time of Draw	The draw for competition winners will be conducted in Week 1.

	UberEats Voucher codes dropped in the comments section of the live stream will be available instantly on a first-come-first-served basis.																																												
Multiple Entries	Yes – multiple entries per person.																																												
Prize(s) - Description	<p>(a) Each winner can win up to prize in each category (b) The Promoter does not accept any liability or assume any responsibility in any way arising out of, or in relation to, the use of a prize or gift card. (c) Prizes include:</p> <table border="1" data-bbox="667 636 1349 1850"> <thead> <tr> <th data-bbox="667 636 1094 730">Prize</th> <th data-bbox="1094 636 1349 730">Total Prize Value</th> </tr> </thead> <tbody> <tr> <td data-bbox="667 730 1094 793">800 x \$15 Uber Eats Vouchers</td> <td data-bbox="1094 730 1349 793">\$12,000</td> </tr> <tr> <td data-bbox="667 793 1094 888">Sony WH-1000XM4 Headphones (Black)</td> <td data-bbox="1094 793 1349 888">\$395</td> </tr> <tr> <td data-bbox="667 888 1094 930">JBL Charge 4</td> <td data-bbox="1094 888 1349 930">\$199</td> </tr> <tr> <td data-bbox="667 930 1094 972">Apple AirPods Pro</td> <td data-bbox="1094 930 1349 972">\$399</td> </tr> <tr> <td data-bbox="667 972 1094 1014">Google Nest</td> <td data-bbox="1094 972 1349 1014">\$149</td> </tr> <tr> <td data-bbox="667 1014 1094 1056">SK-II Pitera Power Skincare Kit</td> <td data-bbox="1094 1014 1349 1056">\$139</td> </tr> <tr> <td data-bbox="667 1056 1094 1098">Zero-X Pro Evolve Full HD Drone</td> <td data-bbox="1094 1056 1349 1098">\$649</td> </tr> <tr> <td data-bbox="667 1098 1094 1140">Fitbit Versa 3</td> <td data-bbox="1094 1098 1349 1140">\$399</td> </tr> <tr> <td data-bbox="667 1140 1094 1234">Epson EcoTank Expression ET-2710 Printer</td> <td data-bbox="1094 1140 1349 1234">\$398</td> </tr> <tr> <td data-bbox="667 1234 1094 1276">Nanoleaf Triangles Starter Kit</td> <td data-bbox="1094 1234 1349 1276">\$344</td> </tr> <tr> <td data-bbox="667 1276 1094 1318">5 x \$50 Prezzy Smart eGift Card</td> <td data-bbox="1094 1276 1349 1318">\$250</td> </tr> <tr> <td data-bbox="667 1318 1094 1360">Nintendo Switch</td> <td data-bbox="1094 1318 1349 1360">\$449</td> </tr> <tr> <td data-bbox="667 1360 1094 1402">Ultimate Ears BOOM 3</td> <td data-bbox="1094 1360 1349 1402">\$168</td> </tr> <tr> <td data-bbox="667 1402 1094 1444">Roomba R670</td> <td data-bbox="1094 1402 1349 1444">\$599</td> </tr> <tr> <td data-bbox="667 1444 1094 1486">Nespresso Coffee Machine</td> <td data-bbox="1094 1444 1349 1486">\$299</td> </tr> <tr> <td data-bbox="667 1486 1094 1528">STM Myth 15" 28L Backpack</td> <td data-bbox="1094 1486 1349 1528">\$160</td> </tr> <tr> <td data-bbox="667 1528 1094 1570">Samsung 32" Curved Monitor</td> <td data-bbox="1094 1528 1349 1570">\$449</td> </tr> <tr> <td data-bbox="667 1570 1094 1612">Apple Watch Series 6</td> <td data-bbox="1094 1570 1349 1612">\$599</td> </tr> <tr> <td data-bbox="667 1612 1094 1654">UE Megablast with Alexa</td> <td data-bbox="1094 1612 1349 1654">\$379</td> </tr> <tr> <td data-bbox="667 1654 1094 1696">Apple iPad Air 64GB [4th Gen]</td> <td data-bbox="1094 1654 1349 1696">\$899</td> </tr> <tr> <td data-bbox="667 1696 1094 1738">Guzman Gift Card</td> <td data-bbox="1094 1696 1349 1738">\$500</td> </tr> </tbody> </table>	Prize	Total Prize Value	800 x \$15 Uber Eats Vouchers	\$12,000	Sony WH-1000XM4 Headphones (Black)	\$395	JBL Charge 4	\$199	Apple AirPods Pro	\$399	Google Nest	\$149	SK-II Pitera Power Skincare Kit	\$139	Zero-X Pro Evolve Full HD Drone	\$649	Fitbit Versa 3	\$399	Epson EcoTank Expression ET-2710 Printer	\$398	Nanoleaf Triangles Starter Kit	\$344	5 x \$50 Prezzy Smart eGift Card	\$250	Nintendo Switch	\$449	Ultimate Ears BOOM 3	\$168	Roomba R670	\$599	Nespresso Coffee Machine	\$299	STM Myth 15" 28L Backpack	\$160	Samsung 32" Curved Monitor	\$449	Apple Watch Series 6	\$599	UE Megablast with Alexa	\$379	Apple iPad Air 64GB [4th Gen]	\$899	Guzman Gift Card	\$500
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Total Number of Prizes	824 prizes in total.
Total Prize Pool Value (RRP)	\$19,822 AUD
Notifying Winners	The winner of each prize will be notified via email within (7) seven business days of the draw Giveaways of UberEats vouchers during the livestream will be instantaneous..
Publishing Results	The winner of each prize may be published via the Promoter's social media.
Other	Entrants should pay particular attention to: <ul style="list-style-type: none"> ● any unusual or onerous restrictions on the method of entry, if any (see the "How to Enter" section of the Schedule and Part D of these terms and conditions) ● the Promoter's potential use of photos and content uploaded as part of the Competition (see Part D of these terms and conditions); and ● the Promoter's limitation of liability (see Part I of these terms and conditions).

PART A - INTRODUCTION

1. Information on how to enter and Prize details form part of these terms and conditions.
2. By participating in the Competition, entrants accept and agree to be bound by these terms and conditions. For the avoidance of doubt, the terms and conditions include the Schedule above.
3. Entries must comply with these terms and conditions to be valid.
4. Where there is an inconsistency between the Schedule and Parts A to K of these terms and conditions, the schedule will prevail.

PART B - PRIVACY

5. The Promoter will collect and use each entrant's personal information for the purposes of:
 - (a) conducting the Competition (which may include disclosure to third parties for the purpose of processing and conducting the Competition) and for promotional purposes, public statements and advertisements in relation to the Competition;
 - (b) providing information about the products and services offered by the Promoter and its related companies and its affiliated retailers; and
 - (c) research to improve its products and services.
6. By entering the Competition, entrants consent to the use of their personal information as described in clause 5.
7. Entrants may access, change and/or update their personal information in accordance with the Promoter's privacy policy which is available by emailing the MSA Privacy Officer at msa-privacy@monash.edu.

PART C - WHO CAN ENTER THE COMPETITION

8. Entry into this Competition is only open to individuals who satisfy the following eligibility requirements (“Eligibility Requirements”):

(a) Individuals must be a currently student enrolled in an Australian campus of Monash University as at the time they meet the Entry Criteria outlined in clause 13 and at the time/date of the draw (i.e. TIME (AEST) on DATE). Students from other Universities are not eligible to enter the competition;

(b) Individuals must be 18 years and older to participate in and win a prize from this Competition. If the Schedule permits entrants to be under the age of 18 years, such entrants must seek parent or guardian consent to participate in and win a prize in this Competition. In addition, the parent/guardian of the individual must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this Competition and winning a prize.

(c) Individuals must be residents of Metropolitan Melbourne, Australia to participate in and win a prize from this Competition.

(d) Directors, officers, employees and contractors (and their immediate families) of the Promoter or its related companies or agencies (including but not limited to: Monash University and Monash College) are not eligible to enter. Immediate families means spouse, ex-spouse, child, step-child, parent, step-parent, legal guardian, sibling or step-sibling. For avoidance of doubt, MSA workplace participants such as MSA department and divisional office-bearers are also excluded from participating.

PART D - HOW TO ENTER THE COMPETITION

9. To enter, each entrant must comply with the ‘How to Enter’ section of the Schedule.

10. If the Schedule permits entrants to submit more than one entry, each entry must be unique and submitted separately.

11. An entry cannot be modified after it has been submitted.

12. The Promoter reserves the right, at any time, to request verification of the age, identity, residential address or any other information relevant to participation in the Competition of all entrants. The Promoter reserves the right to disqualify any entrant who provides false information or fails to provide information that is reasonably requested by the Promoter.

13. The Promoter reserves the right, in its sole discretion, to refuse to accept entries which are incomplete, indecipherable, offensive, do not comply with these terms and conditions or which contravene any applicable laws or regulations.

14. The Promoter reserves the right, in its sole discretion, to disqualify any entrant who has breached any of these terms and conditions, has engaged in unlawful or improper conduct or otherwise acts to cheat or undermine the fairness of the Competition by, for example, tampering with, or using or exploiting errors in, the entry process to obtain a competitive advantage over other entrants.

15. The eligibility of entries is solely within the discretion of the Promoter.

16. If the Competition involves uploading a photograph or other content onto a website or social media or providing content as entry, by entering the Competition, each entrant agrees:

(a) to their entry being made available for public viewing;

(b) that all entries are subject to the approval of the Promoter. The Promoter reserves the right to approve all entries before publication and to remove any entries at any time in its absolute discretion. However, the Promoter is not responsible for any entries that are published and visitors view them at their own risk;

(c) that if they upload or otherwise cause another person's profile picture or other Facebook content to be made publicly available (despite MSA discouraging this conduct), that they have obtained consent from each person they add to submit that person's profile picture or other Facebook content;

(d) to release the Promoter from liability for their entry to the full extent permitted by law;

(e) to indemnify the Promoter against any claim, legal or otherwise that may arise out of the use or publication of the entry;

(f) and promises that their entry is original and does not infringe the intellectual property rights of any third party;

(g) that the Promoter has an unrestricted, irrevocable, transferable, divisible right and licence to use and modify their entry for the purposes of the Promoter's business including for promotional purposes without the payment of any further fee or compensation. If requested by the Promoter, the entrant agrees to sign any further documentation required by the Promoter to give effect to this arrangement. To the extent permitted by law, entrants unconditionally and irrevocably consent to any act or omission that would otherwise infringe any moral rights in their entry; and

(h) that if the entry involves a photograph, they have obtained the prior consent of any person depicted in the photo or, in the case of children, they have obtained the prior consent of the parents or legal guardians of the depicted children.

17. If entry is via Instagram, entrants acknowledge and agree that use of Instagram is subject to Instagram's terms and conditions. The Promoter is not responsible or liable for any loss, damage or injury suffered by any entrant as a result of the conduct of Instagram, including any decision by Instagram to remove or not remove any content, except for liability which cannot be excluded by law. The opinions and images uploaded on Instagram as part of the Competition are not necessarily endorsed or supported by the Promoter and the Promoter does not confirm, guarantee or warrant their accuracy.

PART E - PRIZES

18. Information regarding the prizes is detailed in the schedule. Each Prize is not transferable, exchangeable or redeemable for cash.
19. If a Prize is unavailable for reasons beyond the Promoter's control, the Promoter reserves the right to substitute the Prize with a prize of equal or greater monetary value. This right is subject to any applicable legislation, regulations or directions from a regulatory authority.
20. Unless otherwise expressly stated, prize values are based upon retail price at the time of first publication of these Terms and Conditions (inclusive of GST, where applicable). The Promoter accepts no responsibility for change in prize value between now and the ultimate prize redemption date.
21. The winner must accept the prize 'as is' and acknowledge that the Promoters accept no responsibility for any additional charges that may arise from their prize.

22. Once a Prize has left the Promoter's premises, the Promoter takes no responsibility for the Prize being damaged, lost or stolen.
23. All taxes (excluding GST, if any) which may be payable as a consequence of receiving a Prize are the sole responsibility of each winner.
24. A winner's use of the Prize is entirely at their own risk. Before a Prize is awarded, a winner may be required to sign an agreement to release the Promoter from and indemnify the Promoter against any liability arising from the winner's acceptance and use of the Prize and the winner's participation in the Competition.
25. Gift vouchers are subject to the terms and conditions imposed by the gift card provider. Once awarded, the Promoter is not liable for any voucher that has been lost, stolen, forged, damaged or tampered with in any way.

PART F - HOW THE WINNER(S) ARE DETERMINED

26. In the Join to Win and Codeword sections of the competition, the winning entry or entries will be randomly selected at the Prize Draw from all valid entries submitted as part of the Competition.
27. UberEats vouchers dropped in the comments section of the O-Fest live stream will be available instantaneously.
28. The Promoter's decision is final and no correspondence will be entered into.
29. The mechanism for determining each winner is solely within the discretion of the Promoter.
30. Each winner will receive a Prize.

PART G - NOTIFICATION AND CLAIMING OF PRIZE(S)

31. The Promoter will provide each winner with instructions on how to claim their Prize. It is the responsibility of each winner to comply with the Promoter's instructions.
32. The Promoter reserves the right to request each winner to provide proof of their identity and/or proof that they were responsible for the winning entry.
33. Each winner agrees to participate and cooperate, as required, in all publicity activities relating to the Competition, including, without limitation, being interviewed, photographed, filmed and recorded. Each winner authorises the Promoter to use such content for advertising and publicity purposes in any media in perpetuity worldwide.
34. It is the responsibility of each entrant to notify the Promoter of any change to their contact details.
35. By participating in this Competition, the winner agrees to the name and photo of the winner being published on social media for the purpose of confirming and promoting the winner of the competition.
36. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
37. The Promoter reserves the right to request that the winner demonstrates their eligibility for the prize as a condition of receipt of the prize. If there is a dispute as to the identity of an entrant, the Promoters reserve the right, in their sole discretion, to determine the identity of

the entrant. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.

38. Subject to the unclaimed prize draw clause, if for any reason a winner does not claim their prize by the time specified by the Promoter, then the prize will be forfeited.

PART H - UNCLAIMED PRIZES

39. The Promoter will take all reasonable steps to identify and notify each winner in an attempt to ensure that each winner receives their Prize. However, if a winner cannot be identified or does not claim the Prize within three months of the date on which the winners are determined, their Prize is forfeited and will be awarded to the next best entry.
40. Each winner of an unclaimed Prize will be determined and notified in accordance with Parts F and G.

PART I - NO LIABILITY

41. Any prize supplied by a third party supplier is subject to the terms and conditions of that third party supplier. Each Prize may come with guarantees that cannot be excluded under the Australian Consumer Law. If those guarantees are not complied with, then you will have rights under the Australian Consumer Law. Subject to those guarantees and rights, the Promoter shall not be liable and excludes all liability (including negligence) for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) for damage to property, personal injury or death suffered or sustained in connection with the Competition or the use or taking of any Prize except for any liability which cannot be excluded by law including as provided for under the Australian Consumer Law.
42. By entering the Competition, entrants acknowledge that some prizes may be in the form of ready made food or beverages. The Promoter shall not be liable and excludes all liability (including negligence) for any loss or damage which is suffered as a result of consumption. This includes any health complications and illnesses (such as but not limited to: food poisoning, allergies, etc.). The promoter does not guarantee and shall not be liable for the consumability of any food or beverage supplied as prizes.
43. The Promoter is not responsible for any incorrect or inaccurate information, either caused by entrant or for any of the equipment or programming associated with or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.

PART J - TERMINATION OF COMPETITION

44. The Promoter reserves the right to vary the terms of, or cancel, the Competition at any time without liability to any entrant or other person, subject to applicable laws.

PART K - FURTHER TERMS AND CONDITIONS

45. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoters (including its respective officers, employees and agents) are not

responsible for and 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:

(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 Promoters) due to any reason beyond the reasonable control of the Promoters;

(d) any tax liability incurred by the winner or an entrant; or

(e) taking and/or use of the prize.

46. These Conditions of Entry shall be governed by the laws of Australia and each entrant agrees to submit to the non-exclusive jurisdiction of Australia.