

MOD. Sofitel Hotel Competition Terms and Conditions

Schedule

Competition	MOD. Sofitel Hotel Competition (Competition)
Promoter	University of South Australia (ABN 37 191 313 308) of 55 North Terrace, Adelaide SA 5000 (UniSA)
Contact Details	Erika Barrett Telephone (08) 8302 0598 Email: erika.barrett@unisa.edu.au
Eligible Entrant	An individual that satisfies each of the following criteria: <ol style="list-style-type: none"> 1. resident of South Australia; 2. not an employee or student of UniSA or of a provider of the Prize, goods or services to the Competition; or 3. at least 18 years of age or is under 18 years of age (but at least 15 years of age) and participating in the Competition with the approval of their parent or guardian.
Eligible Entry	Entries must: <ol style="list-style-type: none"> 1. be submitted by an Eligible Entrant during the Entry Period; and 2. comply with the terms and conditions (including this Schedule) in every respect.
Entry Period	Commences: 12.00pm on Friday, 3 May 2024 Adelaide time
	Ends: 12.00pm on Thursday, 9 May 2024 Adelaide time
Entry Method	To enter, entrants must follow, comment (tag a friend) and share the Instagram post.
Maximum number of Entries	Each Eligible Entrant may only enter the Competition once.

Judging Conditions	<p>Commences: 1.00pm on Thursday, 9 May 2024 Adelaide time (ACST)</p> <p>Conducted by: A member of the UniSA MOD. team</p> <p>The UniSA MOD. team will generate a list of all Eligible Entrants, from which one name will be randomly selected.</p> <p>The first name to be randomly selected from the list will be deemed the winner of the competition (Prize Recipient).</p>	
Prize	<p>There will be one (1) prize awarded in the Competition, as follows:</p> <ul style="list-style-type: none"> • 1 x \$300 Sofitel Hotel voucher 	
Prize announcement and collection	<p>Date of announcement: The winners will be announced and notified by 12.00pm on Friday, 10 May 2024 Adelaide time</p>	
	The winner's details will be displayed:	<p>1. On MOD's Instagram account (instagram.com/mod_museum)</p>
		<p>2. On MOD Museum's website (https://mod.org.au)</p>
	<p>Date for Prize collection: Friday, 10 May 2024</p>	
<p>Place for Prize collection: prize will be emailed as it is a digital voucher</p>		

UNISA COMPETITION

Terms and Conditions

By entering the Competition, you agree and represent that:

- (a) you have read and understood these terms and conditions; and
- (b) if you are under 18 years of age (but at least 15 years of age), your parent or guardian has read these terms and conditions and has provided their approval for you to participate in the Competition and to provide the personal information contained in your entry. We may request written confirmation from your parent or guardian that they have provided the necessary approval.

Defined terms are contained in the Schedule.

PROMOTER

1. The promoter of the Competition is UniSA. If you have any queries regarding the Competition, please contact UniSA on the Contact Details in the Schedule.

TERMS AND CONDITIONS

Eligibility for entry

2. Entry is open to any individual who is an Eligible Entrant.
3. Only Eligible Entries will be accepted.

4. Entries must be submitted during the Entry Period. UniSA takes no responsibility for late, lost, incomplete, illegible or misdirected entries, which will not be accepted.
5. You may only submit the Maximum Number of Entries.

Entry Method

6. You must enter the Competition in accordance with the Entry Method.

Judging of Eligible Entries

7. Judging of all Eligible Entries will be conducted in accordance with the Judging Details.
8. The judges' decision is final and no correspondence will be entered into regarding the decision or the decision-making process.

Prize

9. The Prize will be awarded to the Prize Recipient.
10. The Prize is not transferable, or otherwise substitutable, by the Prize Recipient. No component of the Prize may be redeemed for cash.

Announcement of Prize Recipient and Prize collection

11. The Prize Recipient will be notified by email on the date set out in the Schedule, to the email address given on their entry.
12. The name of the Prize Recipient and the Prize details will be displayed at the place(s) set out in the Schedule for at least seven (7) days after the date that the Competition is judged.
13. If the Prize Recipient does not collect their Prize during the period set out in the Schedule, then the Prize Recipient will be deemed to have forfeited any right to their Prize, and UniSA may dispose of or otherwise deal with the Prize as it sees fit.
14. If the Prize Recipient refuses or forfeits the Prize, UniSA may redraw the Prize in accordance with the Judging Conditions.

Personal Information

15. Your personal information will be collected by UniSA pursuant to these Terms and Conditions and:
 - 15.1. used to administer the Competition, obtain any necessary authorisations to conduct the Competition and enable the identification and publication of the Prize Recipient; and
 - 15.2. handled in accordance with UniSA's privacy policy located at <https://i.unisa.edu.au/policies-and-procedures/university-policies/hr/privacy-policy/>.
16. Unless otherwise stated, personal information will not be disclosed to third parties, except for the purposes of administering the Competition and the Prize.

General

17. The Prize is subject to availability. In the event that any Prize or part of it becomes unavailable due to circumstances beyond UniSA's reasonable control, it reserves the right to provide a similar product or service of equivalent value as the original Prize, subject to any applicable laws.
18. There may be ancillary costs and expenses associated with participating in the Competition and collecting or using a Prize. These costs and expenses are your sole responsibility and will be borne by you. UniSA accepts no responsibility for any tax implications that may arise from winning a Prize and where appropriate, independent financial advice should be sought.
19. If the Prize includes travel or other physical activities, UniSA may at its discretion require the Prize Recipient to:
 - 19.1. obtain medical clearance from a medical practitioner approved by UniSA, in order to participate in the Competition and/or redeem the Prize; and
 - 19.2. execute a deed of release and indemnity in a form prescribed by UniSA, in order to further participate in the Competition and redeem the Prize.
20. If the Prize includes accommodation, the Prize Recipient may be required to present their credit card or a cash deposit upon arrival at any accommodation, to cover ancillary costs they may incur during their stay. The accommodation component of the Prize only includes room charges (and no ancillary costs such as room service).
21. If a Prize includes the goods or services of a third party provider:
 - 21.1. the Prize is subject to any applicable terms and conditions of use issued by that third party provider; and
 - 21.2. unless otherwise stated, UniSA is not affiliated with, and does not sponsor or otherwise endorse, the third party provider or their goods or services.
22. If there is any event that prevents or hinders UniSA's conduct of the Competition or its ability to deliver the Prize to the Prize Recipient, UniSA may, in its discretion, cancel the Competition and recommence it at another time under the same or other conditions.
23. To the maximum extent permitted by law, you agree to indemnify and hold harmless UniSA, (and its agents, instrumentalities, officers and employees) against all losses, proceedings, costs, expenses (including legal fees on a solicitor and own client basis), claims and damages arising from your breach of these terms and conditions, your participation in the Competition and any component of the awarded Prize.
24. To the maximum extent permitted by law, all conditions, warranties, guarantees, rights, remedies, liabilities and other terms which may be implied by statute, custom or the common law are excluded from the Competition and these terms and conditions. If any supply under these terms and conditions is a supply of goods or services to a consumer within the meaning of the *Australian Consumer Law*, nothing contained in these terms and conditions excludes, restricts or modifies the application of any provision, the exercise of any right or remedy, or the imposition of any liability under the *Australian Consumer Law*, provided that, to the extent that the *Australian Consumer Law* permits UniSA to limit its liability, then UniSA's liability will be limited to:
 - 24.1. in the case of services, the cost of supplying the services again or payment of the cost of having the services supplied again; and

- 24.2. in the case of goods, the cost of replacing the goods, supplying equivalent goods or having the goods repaired, or payment of the cost of replacing the goods, supplying equivalent goods or having the goods repaired.
25. Except where otherwise required by law (or the rules of any applicable licensing authority), the conduct of the Competition and these terms and conditions are governed by the laws of South Australia. You submit to the exclusive jurisdiction of the courts of South Australia.