

6 Word Scholarship: Swinburne Online Single Unit Competition

PARTICIPATION

1. This competition ("**Competition**") is conducted by Online Education Services Pty Ltd ABN 75 148 177 959 ("**Swinburne Online**").
2. All entry instructions and prize information published by Swinburne Online form part of these conditions. By entering, entrants accept these conditions.
3. The Competition is only open to individuals who are aged 18 years or older at time of entry. You must not enter the Competition if you are an officer or employee of Swinburne Online, Swinburne University of Technology, any member of the SEEK Limited group of companies or any marketing or advertising agency associated with the Competition, or an immediate family member of any of those people. Only people who satisfy all of these requirements are eligible to enter ("**Eligible Entrant**").
4. The Competition entry commences at 8:00am AEDT on Friday 24th May and closes at 11:59pm AEST on Wednesday 12 June (the "**Entry Period**").

ENTRY

5. To enter the Competition, an Eligible Entrant must, during the Entry Period, visit Swinburne Online's Facebook, Instagram or Twitter page, and add their "6 word story" as a comment.
6. An Eligible Entrant may submit as many entries as they choose. Twitter users, please note that you can enter multiple times using your account, so please do not set up multiple accounts to enter, and anyone found to using multiple accounts to enter will be disqualified.
7. Entries must be received by Swinburne Online during the Entry Period. Entries will be deemed received at the time that Swinburne Online is satisfied that all requirements of these conditions have been met, and not at the time of submission by the Eligible Entrant. Swinburne Online takes no responsibility for late, lost, incomplete, incorrectly submitted, illegible or misdirected entries or delays or failures in any equipment or telecommunications service used to administer this Competition.
8. There is no cost to enter, but as all entries must be submitted using the internet, internet connection and usage rates may apply. Entrants should obtain details of such costs from their internet service providers.

9. Eligible Entrants must submit their entry manually. Swinburne Online may reject an entry if it reasonably believes that it has been entered using automated entry means or by use of a competition entry service.
10. Entrants must create their own original "6 word story" and only submit an entry in their own name and using their own social media account. Entries that are found to have been copied or derived from any third-party work will be considered invalid. Each entrant indemnifies Swinburne Online, its related bodies corporate and its agencies, and their respective officers and employees, from and against any claims, costs, expenses, penalties or damages they incur from reproducing, publishing or otherwise using any works submitted by the entrant in breach of this requirement. Entrants retain ownership of the copyright in the entries that they provide to Swinburne Online, however, by participating in this Competition, each entrant gives Swinburne Online a permanent, irrevocable, worldwide and free licence to use, reproduce, publish, adapt, perform and communicate to the public any part of any entry in any format (and that licence may be assigned or sublicensed to any person). If an entry contains any material owned by someone else, the entrant warrants to Swinburne Online that the entrant has the necessary licences and permissions to include that material in the entry and to give Swinburne Online the licence described in this clause.
11. Each entrant warrants, represents and agrees that:
 - a. they have created the entry themselves;
 - b. they are entitled to use, reproduce and exploit all intellectual property rights in the entry;
 - c. the entry does not, and use or exploitation of the entry by Swinburne Online (and each of its assignees and licensees) as contemplated by these conditions will not, infringe or violate the rights (including copyright and privacy) of any person;
 - d. the entry has not been previously published in any other medium or forum anywhere in the world;
 - e. they will not submit an entry that contains material that is unlawful, obscene, defamatory, derogatory, abusive, harmful to any person or entity, or otherwise inappropriate or offensive; and
 - f. they have not granted rights to their entry to any other person which is inconsistent with the rights granted to Swinburne Online under these conditions.
12. Each entrant acknowledges and agrees that Swinburne Online (and each of its assignees and licensees) has the right, in its absolute discretion, to copy, reproduce, adapt, use, publish, broadcast and communicate to the public, the entry in any media including television and the internet, without any further consultation, reference, payment or other compensation. Each entrant also agrees that they will not make any claim against Swinburne Online (or its

assignees and licensees) arising from the exercise of these rights, including claims in relation to any moral rights that they may otherwise have.

13. Swinburne Online may, in its absolute discretion, declare an entry invalid or disqualify any entrant that tampers with the entry process or benefits from such tampering, submits an entry that is incomplete or not in accordance with these conditions, or otherwise acts in a manner that is disruptive, dishonest or calculated to jeopardise the fair and proper conduct of this Competition.
14. Swinburne Online reserves the right to require an entrant to verify the validity of their entry within a specified time period, including but not limited to an entrant's identity, eligibility, age and address, and to disqualify any entrant who does not satisfy any of conditions of the Competition. Errors and omissions may be accepted at Swinburne Online's discretion. Proof considered suitable for verification is at Swinburne Online's discretion.

JUDGING AND AWARDING THE PRIZE

15. This Competition is a game of skill, and chance plays no part in determining the winner.
16. Competition judging will take place on or before 12th June 2019 at Level 6, 600 St Kilda Road, Melbourne VIC 3004. All valid entries from Eligible Entrants received during the Entry Period will be judged by Swinburne Online's judging panel and the panel's decision will be entirely based on the originality and creativity of the entries.
17. The prize is a funded place in the Learning and Communicating Online COM1003 single unit, to the value of \$1,600 AUD in which study will commence on Monday 8th July, 2019. By entering the Competition, each entrant agrees and acknowledges that in order to accept the Prize, they have must have strong English language skills and that they are prepared to commit up to 8-10 hours a week on study for the 12 weeks of the unit. The total value of the Prize is \$1,600.
18. Any additional costs which may be incurred in acceptance and use of the Prize, are the responsibility of the winner.
19. No compensation will be payable if the winner is unable to take or complete any element of the Prize as stated, or does not satisfy any conditions of use for any element of the Prize (including the usual enrolment or other conditions imposed by Swinburne Online), for whatever reason. Any part of the Prize that is not taken for any reason is forfeited and no compensation will be provided.
20. If the Prize (or part of the Prize) is unavailable for any reason, Swinburne Online may, in its absolute discretion, substitute an alternative prize of equal or higher value. Swinburne Online accepts no other liability or responsibility for any loss incurred by the winner or any other party if the Prize (or part of the Prize) is unavailable for any reason.

21. Other than as expressly stated in these conditions, the Prize is non-transferable, non-refundable, non-exchangeable, non-replaceable, and non-redeemable for another prize including cash, except at Swinburne Online's discretion.
22. If the Prize is awarded to any person who has breached any of the conditions of the Competition, that person will forfeit the Prize.

PRIZE WINNER(S)

23. The winner will be notified by Swinburne Online by commenting on their winning post by 5.00 pm AEDT on Friday 21st June. The winner will be required to send a private message to Swinburne Online's Facebook page with their contact details by 5:00 pm Saturday 22nd June to discuss the requirements of the Prize. The name of the winner will also be published on the Swinburne Online Facebook page.
24. The Prize details and requirements will be communicated to the winner via email or phone within 24 hours of receiving verification of the winning entry through Facebook.
25. The Prize will only be awarded following any validation and verification that Swinburne Online requires in its sole discretion.
26. If: (i) the Prize is not claimed by the winner or Swinburne Online has been unable (despite reasonable efforts) to successfully contact the winner; or (ii) a winner is determined by Swinburne Online to be ineligible to win the Prize in accordance with these conditions, the winner will forfeit the Prize, and the entry judged as the next best will be the winner of the Prize. The resulting winner will be notified by Swinburne Online as set out above. That process will be repeated if required. If, by repeating the process, Swinburne Online is unable to contact a winner by 5.00 pm on Friday 28 June 2019, no further attempts to contact a winner will be made, and the Prize and the Competition will be cancelled at that time.

GENERAL

27. If for any reason this Competition is not capable of running as planned, or is interfered with or disrupted in any way (including by vandalism, hacking, power failures, natural disasters, acts of God, weather event, civil unrest, strikes, computer bugs or viruses, tampering or technical failures), Swinburne Online reserves the right to cancel, terminate, modify or suspend the Competition, or invalidate any entries.
28. Swinburne Online assumes no responsibility for: (i) any error, omission, interruption, or delay in the operation or transmission of any communication sent to (or by) Swinburne Online or any entrant whether caused by problems with communication networks or lines, computer systems, software or internet

- service providers, congestion on any carrier network or otherwise; (ii) any theft, destruction or unauthorised access to, or alteration of such communications; (iii) any problem with, or technical malfunction of, any computer system or other equipment used for the conduct of the Competition; (iv) any incorrect or incomplete information which may be communicated in the course of the administering this Competition (whether as a result of one of the foregoing causes or otherwise); or (v) any delay in delivery (when not directly caused by Swinburne Online), or inability to deliver the Prize.
29. All of Swinburne Online's decisions in relation to all aspects of this Competition are final and no correspondence will be entered into. Failure by Swinburne Online to enforce any of its rights at any stage does not constitute a waiver of those rights.
 30. A winner accepts the Prize at their own risk. Any tax liability arising as a result of accepting the Prize is the responsibility of the winner. Independent financial advice should be sought.
 31. To the full extent permitted by law, Swinburne Online, its related bodies corporate and its marketing and advertising agencies, and their respective officers and employees (the "**Relevant Parties**") exclude all liability for any loss (including any damage, claim, injury, cost or expense) which is suffered or incurred by any entrant in connection with the Competition or the Prize, including without limitation: (i) any indirect, special, economic or consequential loss; (ii) any loss arising from the negligence of a Relevant Party; and (iii) any liability for personal injury or death. To the extent that such liability cannot be excluded by law, it is limited to the maximum extent allowable by law.
 32. The winner must, at Swinburne Online's request, participate in all promotional activity (such as publicity and photography) surrounding winning the Prize, free of charge, and the winner consents to Swinburne Online using their name, likeness, image and/or voice (including any photograph, film and/or recording of them) in promotional material in any media at any time without notification or compensation, financial or otherwise.
 33. Each entrant completely releases Facebook, Instagram and Twitter from any and all liability in relation to this Competition, and acknowledges that this Competition is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram or Twitter.

PRIVACY STATEMENT AND MARKETING CONSENT

34. Any entrants' personal information that is collected from entrants by or on behalf of Swinburne Online is to enable Swinburne Online and its marketing and advertising agencies to manage, administer and promote the Competition and, where applicable, publicise the winner and award the Prize to the winner. That personal information may also be provided to persons assisting

Swinburne Online, including its marketing and advertising agencies, IT providers, media outlets and related bodies corporate. The winner's name will also be published at www.facebook.com.au/swinburneonline. By participating in the Competition, all entrants consent to these uses and disclosures of their personal information.

35. If the winner does not provide Swinburne Online the personal information that Swinburne Online requests, Swinburne Online may be unable to award the Prize to the winner. All personal information is handled in accordance with these conditions and Swinburne Online's Privacy Policy. Information about how to access or correct the personal information that Swinburne Online holds about you, or complain, can be found in the Provider's Privacy Policy available online at <https://www.swinburne.edu.au/privacy/>.