

## RMIT Competition Entry T&Cs

### Competition Details

<b>1) Name</b>	RMIT Flight Training Open Day Competition	
<b>2) Duration</b>	<b>Entries Open:</b>	10.00 am 15 April 2019, Melbourne
	<b>Entries Close:</b>	4.00 pm Thursday 16 May 2019, Melbourne
<b>3) Eligible entries</b>	<p>Attendees of the RMIT Flight School Open Day, at Point Building 202, Williams Road. RAAF Williams, Point Cook base, Point Cook, who are residents of Victoria, Australia.</p> <p>Entrants must be at least 16 years old. If you are under 18 years old, you must have your parent's or guardian's consent to enter this Competition, &amp; we may award any prizes to your legal guardian in our sole discretion.</p> <p>Only 1 entry per person is accepted.</p> <p>When you complete the Entry method, you will be allocated 1 entry.</p> <p>Staff of RMIT &amp; their immediate family may not enter the Competition, however where an entrant is <b>also</b> a student (eg a researcher or PhD student), they may enter the Competition. "Immediate family" means mum, dad, brother, sister, step-parent, or step-sibling. If you do not attend the Open Day on Sunday 19 May, your Entry will be deemed invalid.</p>	
<b>4) Entry method</b>	Submit your <b>Entry</b> online at <a href="https://flightrainingbendigo.eventbrite.com.au">https://flightrainingbendigo.eventbrite.com.au</a> telling us in 25 words or less what traits you have that would make you a great pilot.	
<b>5) Prize/s</b>	<p>Three 30 minute joy flights to be won in the aircrafts used by the Flight Training instructors.</p> <p><b>Total Prize Pool value: AU \$225</b></p>	
<b>6) How to win</b>	<p><b>Game of skill (ie judged to be best):</b></p> <p>Judging will occur after Entries close. The winning Entry/Entries, as determined by the judges who are representatives of RMIT, will each win the Prize/s specified above. The winners will be determined by the skill &amp; creative merit in entries. Chance plays no part in determining the winners. The judges' decision is final &amp; binding &amp; no correspondence will be entered into. If there is an unclaimed prize or invalid entry, we may in our discretion assign the Prize to the Entry judged the next best, conduct a further judging to award the prize, or withdraw the prize unawarded. We are under no obligation to award any unclaimed prize.</p>	
<b>7) Winner notification</b>	Winners will be contacted by email on Thursday 16 May 2019.	
<b>8) Travel / Events</b>	<p>Winners must be able to participate in or attend the event or travel on the day - Sunday 19 May. Any itinerary or running sheet will be determined by us in our discretion. We may need to either reschedule or cancel the Prizes depending on weather, and our staff and equipment availability.</p> <p>Winners (and any companions) are responsible for ensuring you are able to attend and participate in the Prizes, including being within our required height, weight, age, behaviour and health status restrictions. We are not liable for any compensation or required to provide you with an alternative if you're unable to participate in a Prize because of these requirements. If you do not travel or participate in the Open Day on Sunday 19 May, the Prize is forfeited &amp; not redeemable for cash or an alternative.</p> <p>We're not responsible for the cancellation, delay or rescheduling of any part of a travel or event prize. Any costs incurred by the winner or any companions as a result of cancellation, delay or rescheduling (including accommodation costs) are the responsibility of the winner. We make no representations about the safety, conduct or conditions associated with the event or travel. Winners are responsible for checking &amp; preparing for any travel or event warnings &amp; any perceived hazards with appropriate authorities. We are not responsible for any illness, injury or property damage that affects the winner while undertaking the travel prize.</p>	

**RMIT Competition Entry T&Cs****1 This Competition**

1.1 This promotion (**Competition**) is run by RMIT University (ABN 49 781 030 034) (the **Promoter / RMIT / we / us / our**) on these terms, including the Details above (**Terms**). By entering the Competition, entrants (**you / your**) agree to these Terms. Entries can be submitted between Entries Open & Entries Close.

**2 Prizes**

2.1 We may refuse to allow a winner to take part in any part of a Prize if we determine in our discretion that a winner is not in the physical or mental condition necessary to be able to safely participate in or accept the Prize. It is a condition of accepting the Prize that a winner may be required to sign a legal release as determined by us in our discretion prior to receiving the Prize. Prizes are not transferrable.

2.2 If any winner does not take or claim a Prize in the time specified by us at the time of notification, they forfeit the Prize & we are not obliged to substitute the Prize. If any part of a Prize is unavailable we may make a substitution of equal or greater value. No part of a Prize is exchangeable or redeemable for cash or any other prize by a winner. Any ancillary costs associated with redeeming or taking the Prize are not included. Any unused component or part of a Prize will not be awarded as cash.

2.3 If there is a dispute about the conduct of the Competition (including the identity of a winner) the decision of RMIT is final & binding on each entrant & no correspondence will be entered into.

2.4 If a Prize is provided by a third party (eg an event, travel, a voucher), it is subject to the terms & conditions of the third party, which prevail over these Terms to the extent of any inconsistency. We accept no responsibility or liability for any delay or failure by the third party to deliver the Prize, or otherwise concerning the Prize itself.

**3 Privacy**

3.1 We will deal with all personally identifying information you provide to us in accordance with [our Privacy Policy](#). In addition to collecting, storing & using your personal information in accordance with our Privacy Policy, we will also subscribe you to receive relevant communications from us when you enter the Competition. You can opt out of these by emailing us & asking to be removed or unsubscribed.

3.2 By entering this Competition, you consent to us using & publishing (and authorising others to use & publish) each winner's name, character, likeness, image, voice or anything else that identifies them for the purposes of marketing or promoting RMIT, including for future similar competitions.

**4 IP**

4.1 **Intellectual Property** (or **IP**) includes all unregistered rights in respect of copyright, designs, circuit layouts, trade marks, trade secrets, know-how, moral rights, confidential information, patents, inventions, discoveries & domain names. All rights, title & interests in & to the Intellectual Property in your Entry is assigned to RMIT when you submit your Entry into the Competition. This is the case even if you don't receive a Prize.

4.2 You promise your Entry is based on your original ideas & that you have not copied anything from any third party. Your Entry must not be based on, or substantially reproduce: any other entry or idea which you have previously submitted in another competition, promotion, tender process, request for funding, application, assignment, exam or other assessment process for any educational institution; or anything which you have developed in the course of your employment. Your Entry must not infringe any third party IP rights, or contain confidential information which you do not have the right to include. We may communicate, publish, display & perform any part of your Entry (including IP) in any media, for any of our purposes.

4.3 If your Entry depicts another person, you need to have their permission before you submit the Entry, & you confirm they agree to have the Entry dealt with in accordance with these Terms, including the section on Privacy above. You (and anyone appearing in your Entry) consent to any act or omission that would otherwise infringe any moral rights.

4.4 If the Competition involves the publication of Entries a website, we accept no responsibility or liability where an entrant's photos, images or other Entry are downloaded from the website by any persons, & for any matters after such download. We may, in our absolute discretion, edit, modify, delete, remove or take down any part of an Entry, or decline to publish any entry or portion of an entry for any reason whatsoever. We will not be liable for any Entries, to the extent permitted by law.

**5 Acceptable behaviour**

5.1 All RMIT's [policies](#) as well as those otherwise published on our websites apply to your conduct during the Competition, including your activities on relevant social media. Depending on its nature, if you engage in behaviour which is not acceptable, we may give you a warning, or disqualify you. If the behaviour is captured by another university policy, you may also be dealt with under that policy.

5.2 We don't tolerate behaviour which is: hurtful, offensive, discriminatory, obscene, derogatory, sexually explicit or pornographic, defamatory, bullying, trolling, illegal or violent. This includes harassment of any kind,

displaying sexual images in public spaces, deliberate intimidation, stalking, following, photographing or audio/video recording without reasonable consent, sustained disruption of talks or other activities, inappropriate physical contact, & unwelcome sexual attention.

- 5.3 You must not use the Competition to publish or send malicious content (eg phishing, viruses) or spam (unsolicited commercial electronic communications). You may not use any sites related to the Competition for any unlawful purposes, fraud, or to conduct or promote illegal activities. Your Entry must not contain inappropriate, offensive or malicious material or code.

## **6 Liability & warranties**

- 6.1 To the extent permitted by law, the Competition & associated services are provided on an “as is” basis, without any warranties, express or implied. Neither we nor our Affiliates make any representation about the completeness, security, reliability, quality, or availability of the Competition. To the extent permitted by law, neither us nor our Affiliates will be liable for damages of any kind (including under contract, tort or negligence), arising out of or in connection with the Competition or Prizes, including any direct, indirect, special, incidental, consequential or punitive damages (including personal injury, emotional distress, loss of revenue or profits, loss of use or goodwill, loss of data), even if such loss was foreseeable (**loss**). You enter the Competition, accept or participate in any Prizes, & engage with us, our Affiliates, & other participants & attendees, at your own risk.

- 6.2 It is a condition of accepting a Prize that a Winner may be required to sign a legal release as determined by the Promoter in its absolute discretion prior to receiving a Prize.

- 6.3 Nothing in these Terms restricts, excludes or modifies, or purports to restrict, exclude or modify any statutory consumer rights under any applicable law, including the *Competition & Consumer Act 2010* (Cth).

- 7 If the Competition is conducted or promoted via a social media site or third party media channel, you acknowledge that the competition is not sponsored or endorsed or administered by that site or channel. You release the site or channel from all liability arising in respect of the Competition, to the extent permitted by law.

### **General**

- 7.1 If you don't comply with these Terms, you may be disqualified. We reserve the right to add, withdraw, reschedule, vary or substitute Prizes.

- 7.2 We may cancel, stop, postpone or suspend the Competition at any time if an unforeseen incident occurs, which affects, or has the potential to affect, the safety, integrity or fairness of the Competition, or if the Competition is otherwise not able to be run as planned (including computer virus, communications network failure, bugs, tampering, unauthorised intervention,

fraud, or other technical failure or withdrawal by a Sponsor). If the Competition is cancelled, suspended or stopped partway through, we may, but are not obliged to, require the judges to select a winning Entry from those submitted at or before the Competition is to be stopped. We reserve the right to change these Terms, or otherwise modify the Competition, at any time without prior notice in our sole discretion.

- 7.3 These Terms are governed by the laws of Victoria. If any of these Terms are or become invalid, at our option, the relevant part is severed, & doesn't affect the validity of the remaining parts. Neither of us, nor you, is (nor can you represent yourself to be) an employee, partner, agent or other representative of the other. A waiver must be in writing & signed. We don't waive a right if we fail to or delay exercising it. References to time are to the time in Melbourne. References to the singular include the plural & vice versa.

- 7.4 We accept no responsibility for any tax implications & you must seek your own independent financial advice about the tax implications relating to the Prize or acceptance of the Prize.

- 7.5 We reserve the right to validate & check the authenticity of Entries & your details (including an identity & age). If you cannot provide suitable proof to validate your Entry, you will forfeit the Prize in whole. We're not responsible for unsuitable, lost, deleted, late or misdirected entries. We're not responsible for technical difficulties with the entry mechanism & we can't guarantee that the entry mechanism will be available at all times.

- 7.6 Entries are deemed to be received at the time of receipt by the Promoter & not at the time of transmission or deposit by the entrant. Records of the Promoter & its agencies are final & conclusive as to the time of receipt. Once submitted, entries cannot be altered or deleted. Incomplete or illegible entries will be deemed invalid.

- 7.7 We may disqualify any Entrant who tampers with any Entry (or Competition process), or who submits an entry which is not in accordance with these Terms or who the Promoter has reason to believe has breached any of these Terms, or has engaged in any unlawful or other improper misconduct calculated to jeopardise the fair & proper conduct of the Competition.