



# 2021 Greetings Card Design Competition Terms

## Schedule to the Terms

1. Competition	Season's Greetings Card Design Competition 2021
2. University	The University of Melbourne [ABN 84 002 705 224], of Parkville, Victoria 3010, Australia
3. Competition Website (clause 1)	<a href="http://www.brandhub.com.au/competition">www.brandhub.com.au/competition</a>
4. Time Zone (clause 3)	Victoria, Australia
5. Competition Period (clause 4)	Competition Period commences: 12.01am on 20 August 2021
	Competition Period ends: 11:59pm on 18 October 2021
6. Entry Restrictions (clause 5)	Entry is only open to individuals aged 18 or older who, during the Competition Period, are current University of Melbourne undergraduate or postgraduate students.
7. Entry Method (clause 6)	To enter the Competition, entrants must: (a) complete the application form on the Competition Website; (b) provide the details listed in the entry instructions; and (c) submit one artwork created by the entrant in accordance with the guidelines on the Competition Website ( <b>Guidelines</b> ).
8. Maximum Number of Entries (clause 7)	Each entrant may enter the competition only once.
9. Use of Personal Information (clause 9(d))	In addition to clause 9, each entrant agrees that if they are the Winner, the University may publish their name on the University's social media channels and Staff Hub, Staff News and other University communications channels for promotional purposes;
10. Privacy Laws (clause 9)	<i>Privacy and Data Protection Act 2014</i> (Vic) EU General Data Protection Regulation 2016/679 ( <b>GDPR</b> ) in relation to the collection of personal information from individuals located in the European Union ( <b>EU</b> ), while conducting certain activities.
11. Privacy Policy (clause 9)	<a href="https://policy.unimelb.edu.au/MPF1104">https://policy.unimelb.edu.au/MPF1104</a>



<p>12. Privacy Contact Details (clause 9)</p>	<p>University Communications and Marketing   Strategy and Culture  Rachel Cummins  T: 03 8344 3883  E: rcummins@unimelb.edu.au</p>
<p>13. Content (clause 10)</p>	<p>The artwork and written description submitted by an entrant via the Competition.</p>
<p>14. Use of Competition Entry (clause 11(b))</p>	<p>In addition to clause 11(a), each entrant agrees that if they are the Winner, they licence and grant the University and its affiliates a non-exclusive, fee-free, royalty-free, world-wide, irrevocable and sub-licensable right to use, reproduce modify, adapt, publish and display their entry (including Content):</p> <ul style="list-style-type: none"> <li>(a) for up to 1,000 printed cards to be sold as a 'limited edition' in the University's Pop-Up Shop at Gate 10, Parkville Campus for staff, students and the general public to purchase until the stock runs out; and</li> <li>(b) on a card added to the University's 2021 Season's Greetings collection on the Staff Hub and available as a digital version and printed to order for University staff by the Print, Design and Merchandise team; and</li> <li>(c) for up to 350 printed tote bags to be sold as a 'limited edition' in the University's Pop-Up Shop at Gate 10, Parkville Campus for staff, students and the general public to purchase until the stock runs out</li> </ul>
<p>15. Judging Details (clause 14)</p>	<p>This is a game of skill. The Winner will be selected by a University of Melbourne judging panel consisting of Chancellery, Faculty and Student Services staff.</p> <p>The winner will be judged on their design as well as how well the design fits the Design Brief. The judges' decision is final and no correspondence will be entered into.</p> <p>The selection of the Winner will take place on 10:00am on 28 October 2021 at The University of Melbourne.</p>
<p>16. Winner (clause 14)</p>	<p>1 Competition Winner</p>
<p>17. Prize (clause 15)</p>	<p>\$500 Gift Card</p>
<p>18. Winner Notification (clause 16)</p>	<p>The winner will be contacted via their University student email address by 5:00pm on 29 October 2021.</p>

**Survey Competition Terms**

V 1478563



19. Claim Prize (clause 17)	The Prize will be posted to the Winner.
20. Replacement Winner (if required) (clause 18)	The re-selection of the Winner (if required) will take place at The University of Melbourne at 757 Swanston Street, Carlton Victoria 3053 on 10 November 2020.
21. Replacement Winner Notification (if required) (clause 18)	Any Replacement Winner will be contacted via their University student email address by 5:00pm 1 November 2021.
22. Replacement Winner Claim Prize (if required) (clause 18)	Any Replacement Winner will be posted their Prize.

## General Terms

### ENTRANTS

1. By entering the Competition, you agree to be bound by the Terms of the Competition. The Terms governing the Competition include these General Terms, the Schedule to these Terms and any instructions relating to the Competition on the Competition Website. Only entries that comply with the Terms will be considered valid entries to this Competition.
2. Any capitalised terms used in these General Terms have the meaning given in the Schedule, unless stated otherwise. In the event of any inconsistency between the Schedule to the Terms (**Schedule**) and these General Terms, the Schedule will take precedence.
3. **Time Zone.** All times and dates in the Terms refer to the Time Zone in operation at the time of the Competition.
4. **Competition Period.** The Competition will be conducted during the Competition Period. The University is not responsible for any entry that is not received by the University during the Competition Period, for whatever reason. Incomplete or indecipherable entries will not be accepted.
5. **Entry Restrictions.** Eligibility to enter the Competition is subject to the Entry Restrictions. If entrants under the age of 18 are eligible to enter this Competition, they must have the consent of their parent or guardian to enter the Competition.



6. **Entry Method.** To enter the Competition, entrants must enter the Competition in accordance with the Entry Method (and any other entry details provided by the University on the Competition Website) during the Competition Period. If entrants are required to enter the Competition via a social media platform, each entrant must have an applicable social media account set to public during the Competition Period and must comply with the relevant social media terms and conditions.
7. **Maximum Number of Entries.** Entrants can enter the Competition up to the Maximum Number of Entries. Entries must be submitted separately and entry must individually meet the requirements in the Schedule and are subject to the Entry Restrictions.
8. Each entrant is responsible for their own travel and other costs associated with entering the Competition.
9. **Use of Personal Information.** By entering this Competition each entrant agrees that:
  - (a) the University may use their name and contact details for the purpose of conducting the Competition, including complying with its relevant regulatory obligations;
  - (b) the University may publish the Winner's name in compliance with its regulatory obligations in conducting this Competition;
  - (c) at the University's request, the Winner will take part in the University promotional activities which may include their name and image published in the University's promotional materials (such as the University's website, marketing materials, advertising, printed materials and social media channels) and for ongoing promotional activities not related to this Competition; and
  - (d) the University may use their personal information for the additional purposes identified in Use of Personal Information (item 9 of the Schedule).

**Privacy Laws and Privacy Policy.** Each name, contact details and image are considered to be 'personal information' under Privacy Laws. The University has a comprehensive privacy policy addressing issues relating to the use, collection, security and access to personal information available at the University's Privacy Policy.

You may request access to, or correction of, information we hold about you, or exercise rights of rectification, erasure and other rights under the GDPR if applicable, at any time by contacting the Privacy Contact Details.

The University is committed to protecting personal information provided by you in accordance with Privacy Laws. All information collected by the University is governed by the University's Privacy Policy. For further information about how the University deals with personal information, please refer to the University's Privacy Policy or contact the University's Privacy Officer at [privacy-officer@unimelb.edu.au](mailto:privacy-officer@unimelb.edu.au).



10. **Content.** Entrants agree that they are fully responsible for any Content. The University is not liable in any way for such Content to the full extent permitted by law and may remove or decline to publish any Content without notice for any reason whatsoever. Entrants warrant and agree that:

- (a) they will not submit any Content that is unlawful or fraudulent, or that the University may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children under 14, or otherwise unsuitable for publication;
- (b) their Content shall not contain viruses or cause injury or harm to any person or entity;
- (c) they will obtain prior consent from any person or from the owner(s) of any property that appears in their Content;
- (d) the Content is the original work of the entrant that does not infringe the rights of any third party or otherwise they will obtain full prior consent from any person who has jointly created or has any rights in the Content to the uses contemplated by these Terms, and the Content does not infringe the rights of any third party;
- (e) they consent to any use of the Content which may otherwise infringe the Content creator's/creators' moral rights pursuant to the *Copyright Act 1968* (Cth) and warrant that they have the full authority to grant these rights; and
- (f) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.

Without limiting any other terms herein, the entrant agrees to indemnify the University for any breach of the above terms.

11. **Use of Competition Entry.** As a condition of entering this Competition, each entrant licenses and grants the University and its affiliates:

- (a) a non-exclusive, fee-free, royalty-free, perpetual, world-wide, irrevocable and sub-licensable right to use their entry (including Content) for the purposes of conducting and promoting the Competition; and
- (b) a licence for the additional purposes on the terms set out in Use of Competition Entry (item 14 of the Schedule).

Except as set out in Item 14 of the Schedule, the University will not enter into commercial arrangements or directly profit from the licence.



12. If this Competition is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the University, including but not limited to technical difficulties, unauthorised intervention or fraud, the University reserves the right, in its sole discretion, to the fullest extent permitted by law:
- (a) to disqualify any entrant; or
  - (b) to modify, suspend, terminate or cancel the Competition, as the University deems appropriate.
13. Except for any liability that cannot by law be excluded, including any statutory consumer guarantees provided under the consumer protection laws of Australia, the University (including its respective officers, employees and agents) 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 the Competition.

## **WINNER**

14. **Judging Details and Winner.** The Winner will be determined from the valid Competition entries received by the University in accordance with the Judging Details.
15. **Prize.** The Prize will be awarded as specified in the Schedule. The Prize values are the recommended retail value as provided by the relevant supplier, are in Australian dollars, are correct as at the time of the commencement of the Competition Period and are inclusive of all taxes. The Winner must claim the Prize in accordance with Claim Prize. Please allow at least 28 days from the date of notification for the delivery of the Prize. Transport to claim the prize is not part of the prize and is the sole responsibility of the Winner. The Prize cannot be exchanged or redeemed for other goods, services, cash or credit. If, for some reason the Prize is unavailable, the University reserves the right to substitute the Prize for a prize of equal or greater value.
16. **Winner Notification.** The Winner will be notified in accordance with Winner Notification. The Winner will also be announced on the University's website in accordance with clause 9 above.
17. **Claim Prize.** If the Winner does not comply with these Terms and/or does not claim the Prize in accordance with Claim Prize, the University reserves the right to select a replacement winner from the remaining valid entries in accordance with clause 14 above.
18. **Replacement Winner.** If a winner re-selection is required, the selection of the replacement winner will be conducted by the University in accordance with Replacement Winner. The Replacement Winner will be notified in accordance with Replacement Winner Notification. The Replacement Winner will also be announced on The University of Melbourne website in accordance with clause 9 above. The Replacement Winner must claim the Prize in accordance with Replacement Winner Claim Prize.



19. The Winner is not an agent of The University of Melbourne and must not convey that impression to anyone.
20. The result of the Competition is final and no correspondence will be entered into.