

## Details, Terms & Conditions of Competition (games of skill only)

### Part A – Competition Details

This Part A sets out the details of the Competition. The terms and conditions applicable to the Competition are set out in Part B.

Competition Details	
<b>Competition title</b>	Virgin Pulse - Global Challenge (GC) – Most Active Individual
<b>How to enter</b>	University participants in the GC are automatically entered as part of the competition.
<b>Prize(s)</b>	The individual with the highest kilometres travelled (Combined swim, bike & steps) will win an Ergotron Workfit Z <a href="https://seated.com.au/product/ergotron-workfit-z-sit-stand-desktop/">https://seated.com.au/product/ergotron-workfit-z-sit-stand-desktop/</a> valued at \$470 sponsored by <a href="#">SEATED</a>  The individual who comes 2 <sup>nd</sup> will be awarded a fitbit sponsored by HCF
<b>Competition Period</b>	The competition commences on 23rd May 2018 and finishes on 30 <sup>th</sup> August 2018.
<b>Who may enter</b>	Entry is only open to persons who, during the Competition Period, are: <ul style="list-style-type: none"> <li>- current staff at the University of Sydney who remain employed during the Promotional Period and</li> <li>- are currently participating in the 2018 GC.</li> </ul>
<b>Maximum number of entries per individual entrant</b>	Each GC participant is eligible and has 1 opportunity to win the prize.
<b>Additional entry instructions</b>	Each participant registered in the University's GC will be eligible to win the prize.
<b>Judging process</b>	The Safety Health and Wellbeing team will review the GC statistics to determine the individuals with the most steps. The winning individual decision will be made by 5pm on Tuesday 4 <sup>th</sup> September 2018.
<b>Judging criteria</b>	The team who completed the most kilometres over the course of the GC as per the GC statistics.
<b>Judging date</b>	Tuesday 7th September 2018
<b>Prize winner notification</b>	The winning team will be notified by email on 11th September 2017 and an announcement will be published in the subsequent staff newsletter and on Yammer.
<b>Claiming the prize</b>	The winning individual will be presented with the prize at the GC official closing ceremony in September 2018 unless organised otherwise or (by contacting <a href="mailto:fiona.wolfenden@sydney.edu.au">fiona.wolfenden@sydney.edu.au</a> , <a href="mailto:tessie.phan@sydney.edu.au">tessie.phan@sydney.edu.au</a> )
<b>Special conditions</b>	Each individual who registered for a University GC team is deemed to have consented to entering the Competition and to have accepted the Terms of the Competition.

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### **Part B – Terms & Conditions for University Competition**

1. These Terms & Conditions (“**Terms**”) apply to the game of skill described in Part A (the “**Competition**”).
2. The Competition will be conducted by The University of Sydney (ABN 15 211 513 464 and CRICOS Number 00026A) (the “**Promoter**”) during the period specified in Part A (the “**Competition Period**”).
3. The Terms may be amended or replaced by the Promoter in its absolute discretion and at any time.
4. Entry into the Competition is deemed acceptance of the Terms (as amended from time to time).
5. Entry is open only to residents of New South Wales who comply with any entry restrictions specified in these Terms.
6. To enter the Competition, entrants must, during the Competition Period, follow the entry method and instructions specified in Part A.
7. Entries must be received by the Promoter during the Competition Period. Entrants may submit up to the maximum number of entries specified in Part A. Multiple entries (where permitted) must be submitted separately and if the Competition requires the submission of a creative work, each entry by the same entrant must be unique and original. If an entrant submits multiple entries in excess of the permitted maximum, only the entry or entries most recently submitted (up to the permitted maximum) will be accepted by the Promoter.
8. If entrants are invited to answer a question, send in comments, photos and/or videos (or other multimedia) as part of their entry, each entry must be an original work by the entrant and the entrant must have obtained the permission from all persons appearing in photos/videos and property owners to enter this competition in accordance with the Terms. Each entrant warrants that their entry is not, and its use by the Promoter or other persons will not infringe the rights (including intellectual property rights) of any third party.
9. Each entrant is responsible for notifying the Promoter of any changes to his/her residential address, email address or phone number during and after the Competition Period.
10. The Competition is a game of skill, chance plays no part in determining the winner/s and each validly submitted entry will be individually judged by representatives of the Promoter as specified in Part A, on the basis of originality and creativity, and according to any other criteria specified or adopted by the Promoter.
11. A decision of the Promoter in relation to the conduct of the Competition, including the selection of winning entries, is binding and conclusive and no correspondence will be entered into.
12. Unless otherwise specified in Part A, winners will be notified by phone and/or email within 2 business days after the judging date. Each entrant consents to the Promoter publishing details of a winner or winning entry on its website.
13. Unless otherwise specified in Part A, prizes must be claimed within 1 month of the judging date. If a prize is event-based or contains perishable goods, the prizes will be forfeited in full if not claimed by their expiry date. If a prize is not claimed within the specified time, the Promoter may, at its discretion, withdraw the prize or award the prize to the next best valid entry or entries.

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14. Prizes are not transferable or redeemable for cash. The prizes or any element of the prizes cannot be exchanged for any other prize/s. The contents of the prizes will be at the Promoter's sole discretion.
15. If the prize includes vouchers or tickets, the prize is valid until the expiry date specified on the voucher or ticket (or its provider), and subject to the conditions stipulated by the provider. Such prizes cannot be redeemed for further vouchers or tickets, and are not exchangeable for cash.
16. If a prize involves the winner or winning entry participating in an event, if any part of the event is postponed, cancelled or varied for any reason, then at the Promoter's discretion, the winner forfeits all rights to participate in the relevant event and no cash or alternative prize will be substituted for that element of the prize.
17. Any expense, including taxes, spare parts, maintenance or delivery costs, associated with accepting, taking or using a prize, will be the prize winner's sole responsibility.
18. The Promoter makes no warranties or representations about the fitness for purpose or suitability of any prize and will not accept responsibility for the quality or fitness for any purpose of any prize, or the failure of any prize to be of merchantable quality. If liability under terms implied by legislation cannot be excluded by the Promoter, the liability of the Promoter is limited to re-supplying the relevant goods or services or paying the cost of replacing them.
19. No responsibility will be taken by the Promoter for any changes in dates, times or cancellations or other arrangements that may prevent a winner from accepting, taking or using a prize.
20. The Promoter may, in its absolute discretion, disqualify:
  - a) any entry which is not original, is not completed in accordance with these Terms, infringes the intellectual property rights of any third party, contains any objectionable or poor quality content, or has the potential to damage the reputation of any person; or
  - b) any individual who tampers with the entry process, submits an entry that is not in accordance with the Terms, or who has in the opinion of the Promoter, engaged in unlawful or improper conduct that is designed to, or is likely to, adversely affect the fair and proper conduct of the Competition or is generally damaging to the goodwill or reputation of the Promoter.
21. The Promoter reserves the right, in its absolute discretion, at any time before the awarding of the prizes to cancel or vary a competition, or cancel, vary or withdraw its prizes. If the Promoter cancels or varies a competition, or cancels, varies or withdraws its prizes, is not:
  - a) liable to any person for any costs, loss or damage whatsoever arising out of, or in connection with, such cancellation, variation or withdrawal; or
  - b) required to conduct the Competition at any other time.
22. The Promoter accepts no responsibility for late, lost, incorrectly submitted or misdirected entries, for any technological malfunction or failure, Internet traffic congestion, or for outdated or incorrect contact details by which the entrant cannot be contacted during business hours on relevant dates.
23. Entrants enter the Competition at their sole risk. With the exception of liability which cannot be excluded by law, the Promoter is not be liable for, and an entrant releases the Promoter from, liabilities relating to any direct or indirect loss or damage which is suffered, or for personal injury or

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sickness suffered or sustained, as a result of entering the Competition, failing to win, winning, accepting or using a prize.

24. Any information or material provided by entrants to the Promoter when entering the Competition will be used by the Promoter for the purpose of promoting the purpose of the Competition, conducting the Competition, administering the prizes and as otherwise specified in these Terms. The Promoter may use any personal information in accordance with its privacy policy available at its website <http://sydney.edu.au>. Entrants may access and correct their personal information held by the Promoter, upon request to the Promoter.