OUA Special Offer Promotion
Terms and Conditions

1. Information on how to enter and prizes forms part of these terms and conditions. Entry into the competition constitutes acceptance of these terms and conditions.

2. Entry is only open to residents of Australia. Employees of the Promoter, their immediate families and the Promoter’s contractors and agencies associated with this competition are ineligible to enter. If an entrant is under 18 years of age they must seek their parent or guardian’s permission prior to entering the promotion.

3. The competition commences 12:01am (AEDT) on 25/11/2013 and closes 11:59pm (AEDT) on 13/12/13 (“Promotional Period”).

4. To enter the promotion, participants must, within the Promotional Period, enrol with Open Universities Australia in an Undergraduate or Postgraduate unit for study commencing in 2014. Enrolment can be made at www.open.edu.au or by calling 1300 363 652 (“Eligible Entrant”).

5. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant’s identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these terms and conditions or who tampers with the entry process. Errors and omissions may be accepted at the Promoter’s discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

6. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.

7. A maximum of one entry per enrolment will be permitted.

8. No responsibility will be taken for entries lost, delayed or not completed properly.

9. There will one draw and ten (10) prizes awarded in this promotion. The draw will take place at 2.00pm (AEDT) on 18/12/2013 at MDSA, 5/15 Grosvenor Street, Neutral Bay, NSW 2089 Australia. All eligible entries received during the Promotion Period will go into the Draw. Winners will be notified in writing by email within 2 working days of the draw and the winner’s details will also be published in The Australian newspaper on 20/12/2013.

10. The first 10 eligible entries drawn will be the winners. Each winner will receive an EFTPOS card which will be credited with $500. The EFTPOS card will be valid for 12 months from the date of issue and is subject to supplier conditions.

11. The maximum retail value of each prize is $500. Total maximum prizepool value is $5,000.

12. The Promoter’s decision is final and no correspondence will be entered into. The prizes are not exchangeable or transferable and cannot be taken as cash.

13. All prizes are subject to availability. If any prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any law or written directions from a regulatory authority.
14. The Promoter reserves the right to redraw in the event of an entrant being unable to satisfy these competition terms and conditions, forfeiting or not claiming a prize. For any prize that remains unclaimed or forfeited through ineligibility or otherwise, the Promoter will conduct a further draw at the same time and place as the original draw on 02/04/2014 subject to state regulations and any winner/s will be notified in writing by email on 04/04/2014, and published in The Australian newspaper on 09/04/2014.

15. 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 Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.

16. All entries become the property of the Promoter. Eligible entrants consent to the use and disclosure of their information for the purposes of this competition by the Promoter and its agents associated with this competition. Eligible entrants agree that by submitting an entry, you agree that the Promoter may use your email address to send information and promotions concerning third party products and services and also supply your contact information and questionnaire responses to companies so that they may use them to contact you by mail, phone, SMS, MMS or email to send offers and promote services based on your preferences. Entrant’s personal information may also be accessed by the Promoter's marketing and website service providers for the purpose of processing and conducting the promotion and assisting with marketing communications. By entering the promotion, each Entrant agrees that the Promoter may use the entrant’s personal information in this manner. Entrants can also request to gain access to, update or correct any personal information by contacting the Promoter at the address below.

17. The Promoter accepts no responsibility for any problems or technical malfunction of any communication network or for any late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence arising from any error, omission, alteration, deletion, theft, destruction, transmission interruption and communications failure or otherwise. The Promoter has no control over communication networks or lines and accepts no responsibility for any problems associated with them, whether due to network traffic congestion, technical malfunction or otherwise. The Promoter is not liable for any costs incurred, responses received or any other consequences of user error. Any costs associated with accessing the competition website are the eligible entrant’s responsibility and is dependent on the Internet service provider used.

18. The Promoter reserves the right, in its sole discretion, to disqualify all entries from any person, and prohibit that person’s further participation in this competition, who tampers with, or benefits from any tampering with, the entry process or the operation of the competition or acts in violation of these conditions, acts in a disruptive manner or acts with the intent to annoy, abuse, threaten or harass any person.

19. As a condition of accepting the prize, winners may be required to sign any legal documentation as and in the form required by the Promoter and/or prize supplier in their absolute discretion, including but not limited to a legal release and indemnity form.
20. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.

21. Nothing in these terms and conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia (“Non-Excludable Guarantees”). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (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 promotion.

22. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and 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: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter’s control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these terms and conditions; (e) any tax liability incurred by a winner or entrant; or (g) use of a prize.

23. The Promoter is Open Universities Australia Pty Ltd (ABN 97 053 431 888), Level 1, 473 Bourke Street, Melbourne VIC 3000.