

Entry T&Cs

Details

1) Name	Trial Introductory Flight Competition – RMIT Bendigo Open Day	
2) Promoter	RMIT University (ABN 49 781 030 034)	
3) Duration	Entries Open & Close:	<p>Session One:</p> <ul style="list-style-type: none"> - 10.30am - 11.00am, flight to follow immediately after winner is drawn <p>Session Two:</p> <ul style="list-style-type: none"> - 12.30pm – 1:00pm, flight to follow immediately after winner is drawn
4) Sponsor/s	N/A	
5) Eligible entries	<p>Entrants must be at least 16 years old.</p> <p>If you are under 18 years old, you must have your parent’s or guardian’s consent to enter this Competition, & you will be required to sign a consent form and provide your relevant contact information.</p> <p>If you are 15 year or younger, you cannot enter this competition, even with parent or guardian consent.</p> <p>Only one (1) entry per person is accepted. Each individual entrant is only eligible to win one (1) prize/flight each.</p> <p>Staff of RMIT & their immediate family may not enter the Competition, however where an entrant is also 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.</p> <p>Family members of person attending the Bendigo Open Day, may not enter for Competition. Competition is for future RMIT students only.</p>	
6) Entry method	Attend one of the RMIT Bendigo Aviation Academy Open Day information sessions, to receive one raffle ticket, to go into the draw to win one of two Trial Introductory Flights. Raffle will be drawn at the end of each information session.	
7) Prize/s	<p>A Trial Introductory Flight is valued at \$500.00 per flight.</p> <p>Total Prize Pool value: AU \$1,000.00</p>	
8) How to win	<p>Game of Chance:</p> <p>The draw will take place at RMIT Bendigo Airfield, 35 Victa Road, East Bendigo VIC 3550 on Sunday 25 August 2024 over two sessions between 10:00am – 3:00pm.</p> <p>Session One:</p> <ul style="list-style-type: none"> - 10.30am - 11.00am, flight to follow immediately after winner is drawn. - The first valid entry drawn will be the winner of the first Trial Introductory Flights, drawn during the first information session. <p>Session Two:</p> <ul style="list-style-type: none"> - 12.30pm – 1:00pm, flight to follow immediately after winner is drawn - The first valid entry drawn will be the winner of the second Trial Introductory Flights, drawn during the second information session. 	
9) Winner notification & Prize collection	Winners will be contacted by direct conversation immediately after the draw has taken place over the two sessions.	

	<p>Prize must be used on the day, immediately post the presentation, and is not transferable.</p> <p>The Competition and Trial Introductory Flight are subject to and conditional upon satisfactory weather conditions on the day of the event, to be determined by the Aviation Academy on the day in its sole and absolute discretion. If the Aviation Academy determines that flights cannot go ahead, the Competition will not run at all on the day. Prize is not transferable to another person and/or date.</p>
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1 This Competition

1.1 This promotion (**Competition**) is run by 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.

2.5 If the Competition is facilitated or entered through any social media website, app or platform, it is in no way sponsored, endorsed, administered by or associated with that site or platform. By entering this promotion, you agree to release any relevant social media sites, apps or platforms from any loss or damage you suffer from your entry into this promotion.

3 Privacy

3.1 We will deal with all personally identifying information

you provide to us in accordance with [our Privacy Statement](#). 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 to use any applicable unsubscribe function.

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.

4.2 When you submit your Entry, you grant us a world-wide, non-exclusive, perpetual, royalty-free, sublicensable, unconditional, assignable licence to all rights, title & interests in & to the Intellectual Property in your Entry, and we may use the IP in your Entry in any way, including to reproduce, publish, communicate, edit, adapt, alter and commercialise it. This is the case even if you don't receive a Prize. In relation to the IP in your Entry, you consent to us doing any acts which would otherwise constitute a breach of moral rights, as defined in the applicable copyright law.

4.3 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.

4.4 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.

4.5 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)*.

6.4 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.

7 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.