

**Standard Terms and Conditions of Entry into a Prize Draw for Participation in a Research Activity**

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| **HREC ID** |  |
| **Project Title** |  |
| **Principal Investigator** |  |

1. The *University of Southern Queensland* (USQ) ABN 40 234 732 081, having its principal place of business at West Street, Darling Heights QLD 4350, is conducting a prize draw for participants in the Research Activity that is part of the research project, both named above and on the **attached** participant information sheet (the “Prize Draw”).
2. Information on how to enter the Prize Draw forms part of these Terms and Conditions.
3. By submitting the entry form, each participant is deemed to have entered the Prize Draw and agreed to be bound by these Terms and Conditions.
4. The opening and closing dates of the Prize Draw are listed on the participant information sheet. The prize winner will be selected by a random draw from the entries which will take place at USQ on the prize draw date as listed in the participant information sheet.
5. The entrant of the first entry drawn randomly will be the potential prize winner of the prize listed on the participant information sheet. If more than one prize is being offered the major prize will be drawn first and the other prizes then drawn in descending order of value. The prize is not transferable, refundable, exchangeable, and cannot be taken as cash. USQ reserves the right to substitute the prize or part of the prize with other item or items totalling an equal value or greater value in the event the prize is not able to be awarded. Any change in the value of the prize between the commencement and conclusion of the Prize Draw is not the responsibility of USQ. In addition, any terms and conditions (including time limitations) applicable to the prize and ancillary costs incurred in taking and using the prize is the responsibility of the winner and not USQ. If the prize is given as a voucher, USQ takes no responsibility for any voucher expiry date. It is the sole responsibility of the winner to check a voucher’s expiry date and use the voucher within the time limit specified on the voucher.
6. USQ will use reasonable efforts to notify the potential prize winner by no later than two weeks after the prize draw date. If a potential winner cannot be contacted or refuses the prize, it will be offered to the entrant of the next randomly drawn entry from the remaining entries.
7. To successfully claim the prize and be determined the winner by USQ, the potential winner must:

(i) within twenty-one (21) days of receipt of prize draw notification:

(a) acknowledge receipt of the prize draw notification, and

(b) provide a postal address for delivery of the prize via registered post or arrange a mutually convenient time to collect the prize from the nearest University of Southern Queensland Campus, and

(ii) in the case of collection of the prize, collect the prize from the arranged USQ Campus, within thirty (30) days from the initial nominated and agreed collection date. Proof of identification will be required to collect the prize.

1. In the event a prize is not successfully claimed, a second chance draw will occur at the same place as the original draw within twenty-five (25) days of the expiry of the claim period. In the event the second draw prize is not successfully claimed, the prize will not be awarded.
2. USQ does not accept any responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted, or misdirected entries, claims or correspondence, whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise.
3. USQ reserves the right in its sole discretion to cancel, terminate, modify or suspend the Prize Draw including extending the end date of the Prize Draw or varying the time of a draw. USQ also reserves the right to disqualify any individual who USQ has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Prize Draw.
4. If for any reason this Prize Draw or the conducting of it is not able to be run as planned or it is interfered with in any way which may affect the administration, security, fairness, integrity or proper conduct of this Prize Draw or otherwise beyond the reasonable control of USQ, USQ reserves the right, in its sole discretion, to the fullest extent permitted by the law and subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Prize draw, as appropriate.
5. All entries become the property of USQ and will not be returned to participants.
6. All decisions of USQ in relation to the conduct of the Prize Draw, including the winner of the prize, are final and binding and no correspondence will be entered into.
7. Except for any liability which cannot be excluded by law (in which case liability is limited to the maximum allowable by law), neither USQ nor any of its Associates (including employees, contractors, agents, and suppliers) will be liable for any liability, loss, damage, cost or expense (including direct, indirect, special or consequential) howsoever arising and on any theory of liability including contract, tort (including negligence) or statute that arises out or in connection of the Prize Draw (including any use of the Prize). The entrant indemnifies USQ for any loss or damage suffered from providing false, incorrect, incomplete or misleading information or breaching any Terms and Conditions in this Prize Draw. This clause survives the end of the Prize Draw.
8. Your Personal Information as defined by the *Information Privacy Act 2009* (Qld) may be collected and used and disclosed by USQ for university and Prize Draw purposes and other incidental and associated functions and activities. By participating in the Prize Draw you consent to USQ using and disclosing any part of your Personal Information as set out above including transferring your Personal Information outside of Australia. USQ’s Privacy Policy is available at <http://policy.usq.edu.au/documents/13404PL>

Attachment: Participant Information Sheet relevant to the Research Activity outlined on page 1.