Standards Australia Survey for committee members
Competition (Game of Skills) Details, Terms and Conditions
27 September 2019

By participating in the Competition, you agree to be bound by these terms and conditions (Terms). These Terms consist of “Part A – Competition Details” and “Part B – General Terms and Conditions”.

If an entrant (you) does not accept these Terms, you must not participate in the Competition and will not be eligible for any prizes offered in the Competition.

PART A – Competition Details

| Promoter | Standards Australia Limited (ABN 85 087 326 690) (Standards Australia) of Level 10, 20 Bridge Street, Sydney NSW 2000, Australia. |
| Competition | Standards Australia Survey for committee members (Survey) |
| Eligible Entrants | The Competition is open to all Standards Australia committee members (whether active, inactive, current, former or retired), except committee members who are:
• directors/employees of Standards Australia;
• immediate family members of directors/employees of Standards Australia; or
• directors/employees of any company associated with the Competition.
"Immediate family members" means any of the following: spouse (current, former or de-facto), child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, stepbrother, step-sister or first cousin. |
| Maximum number of entries | Only one entry is allowed per person. Multiple entries from the same person (including with different email addresses) will be disqualified. |
| Competition Period | Start Date/Time: 12:00 AEST on 30th September 2019
Close Date/Time: 23:59 AEST on 21st October 2019 |
| Entry Method | To enter the Competition, you must:
• access the link https://www.surveymonkey.com/r/V2YXB2S, which may be through the Standards Australia Website during the Competition Period;
• complete all questions 1 to 9 in the Survey; and
• answer question 10 in the Survey, being: “If you could change one thing about the Standards drafting process to improve it, what would it be and why?” (“Competition Question”).
You must also provide your full name, company/organisation, email, contact number, and which committee you are/were on in your entry. |
<p>| Judging Date | All entries will be judged by 5th November 2019 at the offices of Standards Australia at Level 10, Bridge Street, Sydney NSW 2000, Australia, by Standards Australia staff. |
| Judging Criteria | The Competition is a game of skill, and chance plays no part in determining the winner. Each valid entry will be individually judged based on innovative and practical merits of answer to the Competition Question, as determined by the judge(s). |
| Winner Determination | The best valid entry, as determined by the judge(s), will be the winner of the prize. |
| Prize | The winner will be awarded one iPad Mini (2019, 64GB, WiFi connectivity only). |
| Total Pool Value for Prize | $599 including GST (based on the retail price of the Prize as offered for sale on <a href="http://www.apple.com/au/shop/buy-ipad/ipad-mini">www.apple.com/au/shop/buy-ipad/ipad-mini</a> at the start of the Competition). |</p>
<table>
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<tr>
<th><strong>Winner Notification</strong></th>
<th>The winner will be notified by email by 6th November 2019, using the contact details provided in his or her entry.</th>
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| **Claim Period**       | The winner will have until 23:59 AEST on 20th November 2019 to respond, provide proof of eligibility and claim the prize.  
If the winner does not claim the Prize by this date, the winner will forfeit the Prize. |
| **Unclaimed Prize**    | If, after making all reasonable attempts, Standards Australia cannot contact the winner or if the winner does not claim the prize within the Claim Period, Standards Australia may, at its sole discretion, select the entrant with the next best entry as the winner or retain the unclaimed prize. |
| **Prize Delivery**     | To claim the Prize, the winner must provide Standards Australia with an Australian mailing address for the delivery of their prize.  
Standards Australia will, at its expense, deliver the Prize by post to the winner within 14 days from the date Standards Australia receives the mailing addresses from the winner. |
| **Undelivered Prize**  | If the Prize is returned to Standards Australia for whatever reason, Standards Australia may, at its sole discretion, re-deliver, re-distribute or retain the returned Prize. |
| **Publicity**          | The winner must, at Standards Australia’s reasonable request, participate in all promotional and publicity activities (such as photography and filming) surrounding the winning of the Prize, and the winner consents to Standards Australia using his or her name and photos in promotional material. |
| **Third Party Platform** | The Standards Australia Survey is hosted on the website of SurveyMonkey Europe UC.  
You acknowledge that the use of this third party platform is subject to the terms and conditions of that platform, including any privacy policy applicable to that platform.  
SurveyMonkey will collect your personal information and answers to the Survey, and provide them to Standards Australia. Please refer to clause 6 of PART B – General Terms and Conditions for more information on how Standards Australia handles your personal information. |
PART B – General Terms and Conditions

1. How to enter

1.1. To enter the Competition, Eligible Entrants must follow the Entry Method during the Competition Period as set out in Part A.

1.2. An entry is deemed to be accepted at the time the entry is received by Standards Australia (and not at the time of submission by the entrant).

1.3. Standards Australia accepts no responsibility for any lost, delayed, misdirected, undelivered or unreceived entries for whatever reason, including for any technical reason. Proof of delivery of the entry is not proof of receipt by Standards Australia.

1.4. There is no entry fee and no purchase is required to enter this Competition.

2. Valid Entries

2.1. Entries on behalf of another person or joint submissions are not allowed.

2.2. You may submit up to the Maximum Number of Entries as set out in Part A. If you submit multiple entries in excess of the permitted maximum, only the entry or entries most recently submitted (up to the permitted maximum) will be accepted.

2.3. Multiple entries (where permitted) must be submitted separately, and each entry must be unique and original.

2.4. Standards Australia reserves the right to verify the validity of entries and entrants at any time. This includes requiring an entrant to provide Standards Australia with proof of age, identity and/or residency, using suitable identification as determined by Standards Australia at its sole discretion.

2.5. Standards Australia may disqualify any entrant, if Standards Australia considers at its sole discretion, that the entrant has breached any part of these Terms, tampered with the entry process or engaged in any improper conduct calculated to jeopardise the fair and proper operation of the Competition (including acting in a disruptive or harassing manner).

3. How to win

3.1. The Competition is a game of skill, and chance plays no part in determining the winners.

3.2. All entries will be judged on the Judging Date in accordance with the Judging Criteria as set out in Part A.

3.3. The judges’ decision is final and no correspondence will be entered into.

4. Prizes

4.1. The winners will be awarded the prizes as set out in Part A.

4.2. Prizes may be subject to additional supplier’s terms and conditions.

4.3. Prizes may not be transferred, offered for resale, resold, or redeemable for cash.

4.4. The winner is responsible for any tax implications arising from the prize winnings.

4.5. If for whatever reason a prize (or any part of it) is unavailable at the time the winner is announced, Standards Australia reserves the right to substitute any prize (or any part of it) for an item of similar value. Standards Australia accepts no responsibility for any variation in the value of the prize (or any part of it).

5. How winners will be notified

5.1. The winners will be notified on the date and in the manner as set out in the Winner Notification section in Part A.

5.2. If the prize has not been accepted or claimed within the Claim Period as set out in Part A, the relevant winner’s entry will be deemed invalid, and Standards Australia will, at its sole discretion, redistribute or retain the prize in the manner as set out in the Unclaimed Prize section in Part A.

5.3. Standards Australia will deliver the prizes in accordance with the Prize Delivery section as set out in Part A.

5.4. To the maximum extent permitted, Standards Australia accepts no responsibility for lost, delayed, damaged, undelivered, misdirected, or unreceived prizes or mail. Standards Australia may, in its sole discretion, re-deliver, re-distribute or retain any undelivered or returned prize.

6. Privacy and Use of Your Personal Information

6.1. Standards Australia collects your personal information for the purpose of conducting its business and the Competition (including determining and notifying the winners).

6.2. Standards Australia will use and handle your personal information in accordance with its Privacy Policy, as set out in www.standards.org.au/privacy-policy (as updated from time to time).

6.3. Standards Australia may also publish the name, company/organisation and suburb of the winners on Standards Australia’s website at www.standards.org.au.
7. Your Obligations

7.1. When participating in the Competition, you must comply with these Terms and all applicable laws and regulations, including intellectual property, privacy, anti-discrimination and criminal laws.

7.2. Without limiting the previous paragraph, you must not submit any content or material that:
   (a) infringes the copyright, moral rights, privacy rights or confidentiality rights of any third party;
   (b) contains any virus or other damaging material; or
   (c) is inappropriate, defamatory, abusive, obscene, vulgar, offensive, involves unlawful discrimination, threatens, intimidates or harasses any person.

7.3. You warrant to Standards Australia that:
   (a) you are eligible to participate in the Competition in accordance with these Terms;
   (b) all contents and materials you submitted as part of the entry are original works, and do not infringe any rights (including intellectual property rights) of any third party; and
   (c) to the best of your knowledge, all details provided with the entry are true and accurate.

7.4. A breach of the warranty set out in this condition will result in the entry being invalid.

7.5. You indemnify Standards Australia (and will keep Standards Australia indemnified) against all losses, damages and costs incurred by Standards Australia arising from or in connection with your breach of the above warranties.

8. Intellectual Property

8.1. You grant Standards Australia a worldwide, non-exclusive, royalty-free, licence-fee-free, sub-licensable, transferable, perpetual and irrevocable licence to use, copy, store, reproduce, modify, adapt, make derivative works of, display, publish, distribute, perform, broadcast, communicate, commercialise, and exploit the content and materials you submitted as part of your entry (including your name and comments) for any purpose (including promotional, marketing or publicity purposes).

8.2. You agree that Standards Australia and its authorised licensees may do (or omit to do) any acts in respect of your content which may otherwise constitute an infringement of your moral rights. Without limiting the foregoing, you agree that Standards Australia may fail to attribute you as the author of the content, and that Standards Australia may publish an edited or adapted version of your content, for legal, editorial or operations reasons.

9. No Warranty

9.1. Standards Australia does not guarantee that access to the Competition website (if any) will be uninterrupted or that it is free from viruses or anything else which may damage any computer which accesses the Competition website or any data on such a computer.

9.2. Standards Australia makes no representation or warranty in relation to any of the prizes (including quality, suitability or merchantability).

9.3. 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 and Consumer Act 2010 (Cth).

9.4. To the maximum extent permitted by law, Standards Australia excludes all liability (including negligence) in respect of any loss, expense, damage, personal injury suffered by any person arising out of or in connection with this Competition, including submitting an entry or accepting/using any prize.

10. General

10.1. Standards Australia may, in its sole discretion and at any time, update, change or modify these Terms. Such change shall be effective immediately upon posting to this webpage.

10.2. If for any reason this Competition (or any aspect of it) is not capable of running as planned due to an event beyond the control of Standards Australia, including by reason of weather, natural disasters, infection by computer virus, communications network failure, or unauthorised intervention, Standards Australia reserves the right, in its sole discretion, to cancel, terminate, modify, suspend or postpone the Competition (or any aspect of it).

10.3. Any queries regarding the Competition should be directed to mail@standards.org.au or 1800 035 822 during normal business hours in Sydney NSW, Australia.

10.4. These Terms are governed by the laws of New South Wales, Australia. Each entrant unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia.