

## MICROSOFT HIGHER EDUCATION TEAMS PROMOTION

### TERMS AND CONDITIONS

1. Instructions on how to enter this promotion and the Prizes form part of these Terms and Conditions of entry. By participating, Eligible Entrants (as defined below) agree to be bound by these Terms and Conditions.
2. The promoter is Microsoft Pty Limited (ACN 002 589 460) of 1 Epping Road, North Ryde, New South Wales, 2113, telephone: 13 20 58 (**Promoter**).
3. The promotion commences at 12:01am AEDT on 10/02/2020 and closes at 11:59pm AEST on 29/04/2020 (**Promotion Period**).
4. Entry is open to Australian residents aged 17 years or older who are enrolled in a higher education institution including, but not limited to, university or TAFE (**Eligible Entrant**).
5. Employees of the Promoter, the Promoter's supplier conducting this promotion and their immediate families are not eligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.
6. To enter, Eligible Entrants must, during the Promotion Period, visit <https://teamstogethercomp.com.au> and follow the prompts to the promotion entry page, input the requested details (including their full name and student email address), answer the multiple choice question and submit the fully completed entry form.
7. Eligible Entrants will receive one (1) entry into the draw after completing the steps outlined in clause 6 (**Initial Entry**).
8. In addition to the Initial Entry, Eligible Entrants will also have the opportunity to receive additional entries into the draw by completing each of the following activities (each an "**Additional Activity**"):
  - Share the promotion on Facebook for one (1) additional entry;
  - Share the promotion on Twitter for one (1) additional entry; and
  - Share the promotion via a unique URL for one (1) additional entry.
9. Multiple entries are permitted by Eligible Entrants, subject to the following:
  - only one (1) Initial Entry is permitted per Eligible Entrant; and
  - each Additional Activity can only be completed once with a maximum of three (3) additional entries permitted per Eligible Entrant.
10. All entries are deemed to be received at the time of receipt into the promotion database and not at the time of transmission by the Eligible Entrant. Any form of automated entry using other devices or software is invalid, and may render all entries submitted by that Eligible Entrant invalid.

11. The Promoter reserves the right to verify the validity of entries and to disqualify any Eligible Entrant whom the Promoter believes either has tampered with the entry process, engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion or has submitted an entry otherwise than in accordance with these Terms and Conditions of entry. Errors and omissions may be accepted at the Promoter's discretion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
12. Incomplete or indecipherable or entries will be deemed invalid. Any incorrect details submitted may render the corresponding entry invalid.
13. If there is a dispute as to the identity of an Eligible Entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the Eligible Entrant.
14. The first three (3) valid entries randomly drawn from all valid entries received will each win one (1) debit card pre-loaded with \$2,500 (**Prize**) (see [HERE](#) for the terms and conditions of use of the debit card).
15. Any ancillary costs associated with redeeming the Prize are not included. Any unused balance of the Prize will not be awarded as cash. Redemption of the Prize is subject to any terms and conditions of the issuer including those specified on the debit card.
16. The total prize pool value is \$7,500.
17. The Prizes will be drawn at 2:30pm AEST on 01/05/2020 at Peazie Social Media (Group) Pty Ltd, Level 19, 120 Spencer Street, Melbourne VIC 3000. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.
18. Each valid entry has an equal probability of winning.
19. Winners will be notified in writing within two (2) business days of the draw and their names will be published online at <https://teamstogethercomp.com.au> from 05/05/2020.
20. If a winner does not claim their Prize in the required timeframe, an unclaimed prize draw will be conducted on 03/08/2020 at the same time and place as the original draw to distribute any unclaimed Prizes, subject to any directions given by any relevant authority.
21. Winners drawn in the unclaimed prize draw, if any, will be notified in writing within two (2) business days of the draw and their names will be published online at <https://teamstogethercomp.com.au> from 05/08/2020.
22. Subject to clause 20 above, if for any reason whatsoever a prize winner does not claim their Prize at the time stipulated by the Promoter, then the Prize will be forfeited by the winner and neither cash nor any other prize will be awarded in lieu of that Prize.
23. Prizes are not transferable or exchangeable.
24. All entries become the property of the Promoter. The Promoter's decision is final and no correspondence will be entered into.

25. Any costs associated with entering the promotion, including accessing the promotional website, Facebook or Twitter, is the Eligible Entrant's responsibility. Any costs or taxes arising from, or in connection with acceptance of the Prize are the responsibility of the winner and not the Promoter.
26. Eligible 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 promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
27. If this promotion 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 Eligible Entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
28. The Promoter assumes no responsibility for, and the Eligible Entrant releases the Promoter from responsibility for, any failure to receive an entry or for inaccurate information or for any loss, claim, damage or injury to person or property (including computer systems and servers) as a result of the Eligible Entrant's participation in this promotion or the conduct of the promotion generally or as a direct or indirect result of an Eligible Entrant's error, any technical problem of any kind including communications or network failure, unauthorised access to, transferring or theft of data, whether caused by the Eligible Entrant or associated with the equipment or programming used in the conduct of this promotion. If, because of any such problem, this promotion is not able to be conducted as planned and/or the promotion's administration, security, fairness or integrity are compromised or affected, the Promoter may (where necessary with the approval of the relevant Department) cancel, terminate, modify or suspend the promotion and/or disqualify any Eligible Entrant involved in interfering or tampering with the conduct of this promotion in any way.
29. These terms and conditions do not, nor do they purport to, limit, exclude or modify any non-excludable statutory guarantees provided under the *Competition and Consumer Act 2010* (Cth), or any other warranties (whether express or implied) under any state or federal legislation which cannot be excluded.
30. Except for any liability that cannot by law be excluded, 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.
31. To the fullest extent permitted by law and without limiting any other conditions of entry, the Promoter may, in its discretion, terminate, modify or suspend the promotion, subject to any directions given by any relevant authority. All Eligible Entrants participating in the promotion at the point of termination, modification or suspension of the promotion will be notified by the Promoter in writing. In the event of modification or suspension of the promotion, the Eligible Entrant may choose to terminate their participation in the promotion at no cost.

32. Details from all entries will be collected and used for the purposes of conducting this promotion (which may include disclosure to third parties, including but not limited to Facebook, Twitter, agents, contractors, prize suppliers, service providers and Australia regulatory authorities for the purpose of processing and conducting the promotion) and for publicity purposes surrounding this promotion. By entering this promotion Eligible Entrants consent to the use of their information as described. Eligible Entrants may access and/or change their data by following the procedures in the Promoter's privacy policy which is available at [www.microsoft.com/privacystatement](http://www.microsoft.com/privacystatement). The Promoter will only use Eligible Entrants' personal details for marketing purposes outside those described above if Eligible Entrants "opt in" to join the mailing list when prompted. The Promoter will not disclose Eligible Entrant's information to any entity outside of Australia.
33. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook or Twitter. The Eligible Entrant releases Facebook and Twitter from all liability in relation to the promotion. The Eligible Entrant is providing information to the Promoter and not to Facebook or Twitter. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Facebook or Twitter.
34. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
35. This promotion is governed by, and construed in accordance with, the laws of Australia and by entering the promotion, Eligible Entrants consent to the exclusive jurisdiction of the courts of Australia.

**Permit Numbers:**

**NSW Permit No. LTPS/19/41208**

**ACT Permit No. TP19/04961**

**SA Permit No. T19/2194**