

# 2015 Macquarie University IT Service Staff and Student Survey and Competition

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## Survey and Competition Terms and Conditions

### Scope

1. Instructions on how to enter the 2015 Macquarie University IT Service Quality Survey Competition (“**the Competition**”), information on prizes and other details contained in promotions for this Competition form part of these Terms and Conditions.
2. The terms and conditions of this Competition are governed by the laws of the State of New South Wales.

### Promoter

3. The Promoter of the Competition is Macquarie University (Information Technology) ABN 90 952 801237 of 75 Talavera Road, Macquarie University, NSW 2109 (“**Macquarie**”). The Competition and Survey will be administered for Macquarie by an independent contractor to Macquarie, Systems Thinking Pty Ltd ABN 19 008 665 236 of 46 Yanko Ave, Wentworth Falls NSW 2782.

### Duration

4. The Competition commences at 9.00am, **Monday 16 March 2015** AEDST and closes at 11.55pm Friday 27 March 2015 AEDST (“**Entry Period**”).

### Competition Eligibility

5. To enter the Competition, an Entrant must be a current Macquarie University student; or be a member of staff of Macquarie University or of U@MQ Ltd, Access Macquarie Ltd or MGSM Ltd (“**Macquarie University Staff Member**”) who during the Entry Period:
  - (a) completes all of the questions in the online 2015 Macquarie University IT Service Quality Survey (“**the Survey**”); and
  - (b) responds “yes” when asked in the Survey to respond to the question of whether they would like to be entered into the random prize draw (and then when prompted provides details of their name as well as their Macquarie University student or staff email address); and
  - (c) submits that completed Survey through the online process.
6. Each person who submits a Survey (whether fully completed or not) and/or enters the Competition:
  - (a) warrants and represents that they are a current Macquarie University student or staff member;
  - (b) is deemed to have accepted and agreed to these Terms and Conditions.
7. Each person who is a current Macquarie University student is only permitted to submit one Survey and enter the Competition once in that capacity. Each person

who is a current Macquarie University Staff Member is only permitted to submit one Survey and enter the Competition once in that capacity.

8. Each person who submits a Survey represents that their responses to the questions in the Survey do not infringe any third party's intellectual property rights and are not obscene, defamatory, slanderous or libellous.
9. Macquarie reserves the right to verify the validity of all entries and Entrants and to disqualify any Entrant in the Competition who, in the opinion of Macquarie:
  - (a) has interfered with the entry process;
  - (b) has entered in a manner that is in breach of these Terms and Conditions;
  - (c) has not submitted a valid entry due to a failure to provide responses to all of the questions in the Survey or by including material in their Survey responses that infringes any third party's intellectual property rights or which is obscene, defamatory, slanderous or libellous;
  - (d) has engaged in any unlawful or other improper conduct calculated to jeopardise the fair and proper promotion and conduct of the Competition.
10. Any costs associated with participating in the Survey and entering the Competition (including accessing any website associated with the Survey and Competition) is each Entrant's responsibility.

### **Prizes and Prize Winners**

11. Prizes in the Competition have a total value of \$420.00 and are divided into 2 Prize Pools with a value of \$210.00 each.

There will be 5 Prize winners in each of the 2 Prize Pools.

The first of the Prize Pools ("**Student Prize Pool**") is for Entrants to the Competition who are current Macquarie Centre students ("**Student Entrants**") and consists of: a Macquarie Centre/AMP Capital Shopping Centres Pty Limited Gift Card ("**Macquarie Centre Gift Card**") of \$100; a Macquarie Centre Gift Card of \$50; and three (3) Macquarie Centre Gift Cards of \$20 each.

The second of the Prize Pools ("**Staff Prize Pool**") is for Entrants to the Competition who are current Macquarie University Staff Member ("**Staff Entrants**") and consists of: a Macquarie Centre Gift Card of \$100; a Macquarie Centre Gift Card of \$50; and three (3) Macquarie Centre Gift Cards of \$20 each.

12. The Prize winners in the Student Prize Pool will be determined by a random computerised draw selection process from all valid entries received from Student Entrants. The first valid entry drawn by this process from Student Entrants will receive a Macquarie Centre Gift Card of \$100; the second valid entry drawn by this process from Student Entrants will receive a Macquarie Centre Gift Card of \$50; and the third, fourth and fifth valid entries drawn by this process from Student Entrants will each receive a Macquarie Centre Gift Card of \$20.
13. The Prize winners in the Staff Prize Pool will be determined by a random computerised draw selection process from all valid entries received from Staff Entrants. The first valid entry drawn by this process from Staff Entrants will receive a Macquarie Centre Gift Card of \$100; the second valid entry drawn by this process from Staff Entrants will receive a Macquarie Centre Gift Card of

\$50; and the third, fourth and fifth valid entries drawn by this process from Staff Entrants will each receive a Macquarie Centre Gift Card of \$20.

14. The draws for each of the 2 Prize Pools will be conducted on behalf of Macquarie by Systems Thinking Pty Ltd at their offices on 10 April 2015.
15. Prizes or any unused portion of a prize are not transferrable or exchangeable and cannot be redeemed for cash. The Macquarie Centre Gift Card prizes are valid for a period of 12 months from their date of issue and their use is otherwise subject to their [terms and conditions of use](#).

#### **Notification of and Publication of Prize Winners and Collection of Prizes**

16. Each of the Prize winners will be notified by email on or before Monday 13 April 2015 (including confirmation of arrangements for the collection by them of their prizes). Names of the Prize winners may be published by Macquarie in Macquarie University publications. Prize winners agree to the publication of their names in those publications for that purpose.
17. After Prize winners are notified of their Prize, they may collect their Prize from the Macquarie University Information Technology Department, Level 3, 75 Talavera Road, Macquarie University, NSW 2109. Prize winners must provide photographic identification to collect and take receipt of their prize.

#### **Release**

18. To the extent permitted by law Macquarie accepts no responsibility and will not be held legally liable or responsible for any cost, loss, damage or expense arising from the collection, acceptance and use of a Prize by a Prize winner (including any delay or failure by a Prize winner to collect a Prize), or from the participation in the Survey and Competition by any person (including, but not limited to, loss of income, loss of opportunity, injury or damage to any individual or property and whether direct or indirect, whether in contract, tort, negligence or otherwise).
19. To the extent permitted by law, Macquarie is not responsible or liable for any damage or technical problems or malfunction of any computer and telecommunications equipment, network and lines (including, but not limited to damage to computer and telecommunications equipment, network and lines belonging to an Entrant in the Survey and Competition) that relates to or results from the participation of that Entrant in the Survey and Competition.
20. Macquarie accepts no responsibility if for any reason the Survey and the Competition are not able to be run as planned (including, but not limited to) because of infection by computer viruses, bugs, tampering, unauthorised intervention, fraud, technical failures, or any other causes beyond the control of Macquarie which corrupts or affects the administration, security, integrity or proper conduct of the Survey and Competition.

#### **Use of Information and Privacy**

20. All persons who submit responses to the Survey grant Macquarie and its licensees, contractors and agents a non-exclusive, irrevocable, sub-licensable

right to reproduce those responses (on a non-attributable basis) in connection with the provision of reports and benchmarking from the results of the Survey and agree to not assert any moral rights in relation to such use.

21. Personal information of participants in the Survey is collected by or on behalf of Macquarie in order to conduct the Competition and Survey (including obtaining reports and benchmarking from the results of the Survey) and Macquarie may, for those purposes, disclose that personal information to Systems Thinking Pty Ltd. Completion of the Survey and entry in the Competition is conditional upon providing that personal information. Any and all personal information, including email addresses, collected through the conduct of the Survey and Competition will be kept strictly confidential and will otherwise be used and handled by Macquarie in accordance with its [Privacy Framework](#).