



2017 QUT Library search tools survey – Terms and Conditions

1. Information on the Competition accessed via the online survey tool also forms part of these Terms and Conditions.
2. By entering this Competition, participants agree to be bound by these Terms and Conditions.
3. To be eligible to enter into the Competition draw, participants must:
 - a. be a current QUT student or QUT staff member.
 - b. fully complete and submit the online survey accessible at <http://www.library.qut.edu.au/about/searchtools2017.jsp> between **Tuesday 8 August 2017 and Friday 18 August 2017** (unless the survey has reached the maximum number of participants prior to this date).
4. QUT Library staff and their immediate families are ineligible to enter this Competition.
5. Entries will only be accepted through the online survey tool supplied by the Promoter for this competition.
6. Only one entry is permitted per person. A person cannot submit multiple entries.
7. No responsibility is accepted for late, lost or misdirected entries. All entries become the property of the Promoter.
8. Incomplete, indecipherable, or illegible entries will be deemed invalid.
9. There will be one prize and one winner of the prize.
10. The Promoter will select a winner by a random draw which will take place at QUT Library, R block, Victoria Park Road, Kelvin Grove, Brisbane, Australia on **Tuesday 22 August 2017**.
11. The first valid entry drawn at random will win a prize of **one (1) \$200 Prepaid Visa card**.
12. Visa is not a participant in or sponsor of this Competition.
13. The prize winner does not have to be present at the time or place of the draw.
14. The prize is not transferable, exchangeable or redeemable for cash.
15. The Promoter's decision as to the winner of the prize is final and binding and no correspondence will be entered into in relation to the conduct of the Competition or otherwise.
16. The Promoter will use reasonable efforts to notify the winner [within 48 hours of the drawing time], using their QUT email address. If the contact details supplied on a winning entry form are recorded incorrectly, the Promoter does not accept responsibility for the inability to make contact with the winner and another winner will be selected and notified in accordance with these Terms and Conditions.
17. The **prize can be collected from QUT Library, Victoria Park Rd, Kelvin Grove or posted to the winner as appropriate**. If the prize is unavailable, the Promoter, in its absolute discretion,

reserves the right to substitute the prize with a prize to the equal value and/or specification.

18. If a participant is under the age of 18 years, they will have deemed to have obtained the permission of their parent or guardian to submit an entry into the Competition and for the Promoter to use their entry as set out in these Terms and Conditions.

19. The Promoter reserves the right, at any time, to verify the validity of entries and participants (includes a participant's identity) and to disqualify any participant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

20. If the use of the prize is subject to the terms and conditions of a third party (including validity period), any dispute in relation to those terms and conditions must be directed to that party and the Promoter has no responsibility for resolving such disputes.

21. The Promoter may, but is not obliged to, publish the results of the Competition. Unless otherwise advised by the participant, by entering this Competition, the participant gives their consent for their name to be published on the [QUT Library blog](#), [QUT Library Facebook page](#) and/or [QUT Library survey feedback web page](#) if they are a Prize winner.

22. If this Competition is interfered with in any way or is not capable of being conducted as anticipated due to any reason beyond reasonable control of the Promoter, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by the law to (a) disqualify any participant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Competition, as appropriate.

23. Except for any liability that cannot be excluded by law, the Promoter (including its 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 Competition, including but not limited to, where arising out of the following: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or participant; or (f) use of the prize.

24. Each participant indemnifies and keeps indemnified the Promoter against all claims, losses, damages and expenses suffered by the Promoter or any third parties arising out of the breach of these terms and conditions by the participant, the conduct of the participant in the Competition or the use of the prize.

25. Under the **Information Privacy Act 2009 (Qld)**, the Promoter must tell participants when it collects personal information about them and how it plans to use it. If a participant chooses to enter or take part in the Competition, the participant will be required to provide the Promoter with personal information such as the participant's name, email address and mobile phone number. The Promoter will collect participants' personal information in order to conduct the Competition.

26. A request to access, update or correct any information should be directed to the Promoter. If the participant would prefer that the Promoter does not use the participant's details in the way outlined in these Terms and Conditions the participant should contact the Promoter.

27. The Promoter reserves the right at any time to change these Terms and Conditions.

28. The "**Promoter**" is Queensland University of Technology, 2 George Street, Brisbane, QLD, 4001. ABN 83 791 724 622.