

## **CONDITIONS OF ENTRY**

### **2019 SCOUT SURVEY COMPETITION**

1. By participating in the 2019 SCOUT SURVEY COMPETITION (the **Promotion**), each entrant fully and unconditionally agrees and acknowledges that these terms and conditions are binding.
2. The promoter is Scout Jobs Pty Ltd (ABN 23 603 495 245) of Level 1, 231 Smith St, Fitzroy, VIC, 3065 (**Promoter**). Authorised under NSW permit number LTPS/19/32028.
3. The Promotion commences at 09.00am on Monday, 18 February 2019 AEDT and closes at 11.59pm on Monday, 4 March 2019 AEDT (**Promotion Period**).
4. Entry is open only to Australian citizens or permanent residents currently residing in Australia, who are over 18 years of age.

### **HOW TO ENTER**

5. To enter this Promotion, entrants must complete and submit all questions of either the 2019 SCOUT JOB SEEKER SURVEY or 2019 SCOUT EMPLOYER SURVEY via the link provided in the applicable featured article by the Promoter.
6. Entrants will only be invited to complete either the 2019 SCOUT JOB SEEKER SURVEY or the 2019 SCOUT EMPLOYER SURVEY. Entrants may only submit one entry per person.
7. Entries are received at the time of receipt by the Promoter and not the time of transmission by the entrant.
8. Employees (and their immediate families) of the Promoter and any of the agencies or organisations associated with this Promotion are not eligible to enter.

### **ENTRY CONTENT**

9. Entrants are required to take full responsibility for the content of their entry and for ensuring that their entry complies with these Conditions of Entry. For the purposes of these content requirements, “entry content” includes any content (including text, drawings, designs, images, files, photos, videos and email messages) that entrants submit, upload, transmit, publish, communicate or use in connection with their entry into the Promotion.
10. Incomplete and ineligible entries will be deemed invalid. Entries will also be deemed invalid if they breach these Conditions of Entry as determined by the Promoter in its sole discretion or any other content guidelines notified by the Promoter during the entry process for the Promotion.
11. By submitting an entry to the Promotion, each entrant grants the Promoter a perpetual, irrevocable, non-exclusive, royalty-free, worldwide, transferrable and sub-licensable licence and right to use, reproduce, edit, modify, publish, and communicate to the public all information and/or intellectual property in their entry content.

## PRIZES

12. Entries will be pooled separately for each of the two surveys. One winner from each survey pool will each receive: a voucher to the value of \$250 (incl GST) to a restaurant (of their choice) that is featured in a listing on the Broadsheet website: [www.broadsheet.com.au](http://www.broadsheet.com.au). Prizes are valid until the date stipulated on the voucher, and are subject to the terms and conditions specified by the restaurants chosen by the winners, which will be notified to the winners at the time of providing the prize.
13. The winner is responsible for all other expenses not included in the prize description, including travel costs associated with attending their chosen restaurant in order to redeem their prize, and any cost over and above the value of the voucher. Prizes are non-transferable, non-refundable and cannot be sold or exchanged for cash or redeemed outside of any specified redemption period.
14. It is a condition of accepting a prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements.
15. Provisional winners will be drawn at random by representatives of the Promoter. The draw will take place at Level 1, 231 Smith St, Fitzroy, Victoria 3065 at 12pm AEDT on Tuesday, 5 March 2019. The Promoter reserves the right to draw an additional ten (10) reserve entries per entry pool and record them in order in case an invalid entry or ineligible entrant is drawn. If an invalid entry or ineligible entrant is drawn, the relevant prize will be awarded to the first reserve entry drawn. This process will continue until a clear winner is determined for each entry pool.
16. Winners will be notified via email within two (2) business days of the draw, and will then be provided with information on how to claim their prize. If requested by the Promoter, entrants and provisional winners must provide proof of identity, proof of age and proof of residency to verify their entry. Identification considered suitable for verification is at the Promoter's discretion.
17. The Promoter's decisions are final and no correspondence will be entered into.
18. Once a provisional winner is deemed by the Promoter to have complied with these Conditions of Entry, they will be declared a winner and the Promoter will deliver the prize (to the address provided during the entry or verification process) within 28 days of the winner's entry being verified and accepted. Winners' names will be published on the Promoter's website ([www.scoutjobs.com.au](http://www.scoutjobs.com.au)) on or before Friday, 8 March 2019.
19. If a provisional winner cannot be contacted or does not reply to the Promoter's email by 5pm AEST on Friday, 7 June 2019, the Promoter may (in its sole discretion) disqualify their entry, in which case the provisional winner will forfeit the prize and the prize will be distributed via the unclaimed prize draw.
20. In the event of an unclaimed prize, the Promoter will conduct an unclaimed prize draw at the same location as the original draw at 12pm AEST on Tuesday, 11 June 2019. Winners of the unclaimed prize draw will be contacted by email within 2 business days of the unclaimed prize draw and their name published on the Promoter's website on or before Wednesday, 19 June 2019.

21. The Promoter takes no responsibility for an incorrect address being provided when entering the promotion or during the notification and verification process, and (once dispatched) the Promoter is not liable for any prize that has been lost, stolen, damaged or tampered with in any way.

### **GENERAL**

22. The Promoter accepts no responsibility for any problems or technical malfunction of any communication network or for any 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. The Promoter has no control over telephone communications, networks or lines and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise. The Promoter is not liable for any consequences of user error including (without limitation) any costs incurred.

23. The Promoter may, at its sole discretion, declare any or all entries made by an entrant invalid, and prohibit further participation by an entrant in this Promotion, if the entrant:

- (a) Fails to verify their personal details and/or eligibility to enter the Promotion to the Promoter's satisfaction;
- (b) Tampers with or benefits from any tampering with the entry process or the operation of the Promotion;
- (c) Submits an entry which in the Promoter's opinion is not in accordance with these Conditions of Entry;
- (d) Acts in a disruptive manner or with the intent to annoy, abuse, threaten or harass any other person; or
- (e) Engages in conduct in entering the Promotion which in the Promoter's opinion is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion or Promoter. This includes where entrants share receipts or product labels to enter the Promotion or where entrants use multiple names or addresses to register multiple entries.

24. All entries will be the property of the Promoter (excluding intellectual property rights, other than as expressly set out in these Conditions of Entry) and will not be returned.

25. If for any reason any aspect of this Promotion does not run or is not capable of running as planned, including by reason of infection by computer virus, network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any cause beyond the reasonable control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion, or invalidate any affected entries, subject to applicable law.

26. Entrants acknowledge that there may be inherent risks in some aspects of the Promotion or the

prize and that participation in the Promotion or the prize may involve participating in dangerous activities. By entering this Promotion and/or accepting the prize, entrants accept that risk for themselves.

27. The Promoter and associated agencies and companies shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prize/s except for any liability which cannot be excluded by law.
28. The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought. Where the operation of this Promotion results in, for GST purposes, supplies being made for non-monetary consideration, entrants agree to follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
29. The Promoter's decisions in relation to the Promotion are final and no correspondence will be entered into.

#### **PERSONAL INFORMATION AND PRIVACY**

30. Information provided by entrants will be used by the Promoter for the purpose of conducting this Promotion. The Promoter may disclose entrants' personal information to companies and agencies connected with this Promotion and to relevant authorities, and the winner's name and State/Territory of residence may be published in accordance with these Conditions of Entry and as required under relevant legislation. The Promoter's privacy policy is available on the Promoter's website <https://scoutjobs.com.au/pages/privacy-policy>.
31. You can contact the Promoter's Privacy Officer if you would like the details of the personal information that the Promoter may hold about you or if you would like to be corrected. Our Privacy Officer's contact details are:
- Privacy Officer  
Scout Jobs Pty Ltd  
Level 1, 231 Smith St  
Fitzroy, VIC 3065  
Or email: [feedback@scoutjobs.com.au](mailto:feedback@scoutjobs.com.au)