

AWARD SCHOOL TOP STUDENT PRIZE – MEET DAVID DROGA IN NEW YORK

CONDITIONS OF ENTRY

1. Information on how to enter, mechanics of entry and the prize form part of these Conditions of Entry. Entry into the promotion is deemed acceptance of these Conditions of Entry. Entry is via acceptance into, attendance at and completion of 2017 AWARD School only.

ELIGIBILITY

2. Entry is only open to residents of Australia, temporary residents of Australia who have a work visa, or visitors to Australia who have a working holiday visa aged 18 years or older, who:
 - a. are accepted into the 2017 AWARD School, pay the applicable course fee and participate in the twelve (12) week part-time course (**Course**) in their applicable State in the manner required; and
 - b. submit their final portfolio in the manner required including confirming that the work submitted in their final portfolio is their original work (and sign any document to this effect as requested by the Promoter) by the publish due date as notified by the Promoter; and
 - c. in the event they are selected as the 2017 AWARD School top student (**Top Student**), are able to travel to and remain in New York, United States of America (**New York**) for seven (7) nights during the period to be determined by the Promoter in its sole discretion in order to participate in the prize as set out in Conditions 11 to 15,

(Students).

PROMOTIONAL PERIOD

3. The promotion commences on Monday April 3, 2017 and ends on Thursday 13 July, 2017 (**Promotional Period**).
4. The Promotional Period will be divided into five (5) stages (one (1) per State), commencing and closing on the dates set out below, for the purpose of determining the best Student in each State and awarding the prize to the Top Student selected from amongst the best Students in each State.
5. Each State will have its own judging by the date set out in the table below at Condition 6 to determine the best Student for that State. All eligible entries will be judged by a panel of appropriately qualified judges.
6. All entries for each State must be received by the Promoter by the end date for the applicable State to be eligible for the corresponding judging. The Student judged to be the best Student in each State will be notified in writing within five (5) days of each judging. All reasonable steps to notify the Student judged to be the best Student in each State of the results of the judgments will be taken by the Promoter. Judges' decision is final and no correspondence will be entered into. Stages and judgments for each State will be held as follows:

State	Start	Portfolio Due Date	State Winners Announced (Graduation Night)
1 (NSW Students)	April 3, 2017	July 6, 2017	July 25, 2017
2 (VIC Students)	April 3, 2017	July 6, 2017	July 26, 2017
3 (QLD Students)	April 10, 2017	July 13, 2017	July 19, 2017

4 (SA Students)	April 10, 2017	July 6, 2017	July 27, 2017
5 (WA Students)	April 18, 2017	July 13, 2017	July 28, 2017

7. The Students selected as the best Student from each State will be eligible to have their entry judged by a panel of appropriately qualified judges by August 3, 2017 to determine the Top Student. The Students selected as the best Students from Victoria, South Australia, Queensland and Western Australia will be flown to Sydney with the Top Student announced on August 7, 2017 in accordance with Conditions 17 to 19. All reasonable steps to notify the Top Student of the result of the judging will be taken by the Promoter. The judges' decision is final and no correspondence will be entered into.
8. Chance plays no part in determining the Top Student.
9. The Student who is judged to be the Top Student must confirm their eligibility to be awarded the prize and their ability to accept and participate in the prize within five (5) business days of being successfully notified by the Promoter that they have been judged as the Top Student, otherwise their entry will be deemed invalid. In the event of an invalid entry or an ineligible Student, or if the Top Student is ineligible to accept or declines to participate in the prize, the Promoter may, in its sole discretion, award the prize to the Student judged to be the next best Student. The Promoter will continue this process until a Student has confirmed their eligibility to be awarded the prize and ability to participate in the prize. For the avoidance of doubt, only once a Student has confirmed their eligibility to be awarded the prize and ability to participate in the prize will the Student, subject to these Conditions of Entry, be deemed the Top Student.

HOW TO ENTER

10. To enter, Students must:
 - a. attend and participate in the Course in their applicable State in the manner required, including but not limited to attending a Monday evening lecture and a weekly tutorial session and submitting their portfolios by the published due dates. Evening lectures and weekly tutorial sessions are subject to change at the sole discretion of the Promoter; and
 - b. submit their final portfolio in the manner required by the published due date as notified by the Promoter.

PRIZES

11. **Top Student:** The Top Student will win a travel prize to New York for seven (7) nights during a period to be determined by the Promoter in its sole discretion to meet David Droga, valued at up to **AUD\$8,000** depending on the point of departure. The travel prize comprises of the following elements:
 - a. one (1) return economy airfare to New York from the Australian capital city airport closest to the ordinary residential address of the winner (inclusive of airfare related taxes and charges);
 - b. seven (7) nights accommodation as nominated by the Promoter in its sole discretion in New York;
 - c. AUD\$100 per day for spending money for food and transport expenses;
 - d. return transfers to and from the destination airport and the destination accommodation; and
 - e. a meeting with David Droga at the Droga5 HQ in New York.

12. The precise dates, accommodation and schedule of activities included in the prize will be notified to the Top Student by the Promoter at least three (3) weeks in advance. Redemption of the prize is subject to availability and may be dependent on travel class availability, specific room category availability and travel 'blackout' periods applying. All components of the prize must be taken together and when offered or are forfeited.
13. All additional costs not expressly stated, but which may be incurred in acceptance and use of the prize, are the responsibility of the Top Student. Such additional costs may include, but are not limited to meals and beverages, room service, telephone calls, laundry services, spending money, transport to and from airport departure point, other transfers, taxes including arrival and departure taxes (if applicable) but excluding airfare related taxes and charges included in the prize, insurance, travel insurance, passports and visas (if applicable). The Top Student may be required to present a credit card at time of accommodation check-in.
14. The Top Student must conduct themselves in a responsible, courteous and friendly manner at all times whilst participating in the prize. Acceptance of the prize and participation in the prize is subject to any prevailing terms and conditions of travel/accommodation/transfers/services suppliers, event organisers and any other prize suppliers, and in particular behaviour and safety requirements. The Top Student must follow all reasonable directions given by the Promoter and any event organiser or prize supplier during the course of their participation in the prize, including all directions in relation to behaviour and safety. The Promoter and any event organiser or prize supplier reserve the right, in their absolute discretion, to refuse entry into or departure out of New York, to disqualify, sanction and/or eject the Top Student from any prize related venue or location, or to refuse participation in certain activities, on the grounds of inappropriate behaviour, or safety reasons, or for any breach of these Conditions of Entry generally. If the Top Student fails to participate in the prize in the manner required, as stated in this condition and in the reasonable opinion of the Promoter, their entry and the balance of the prize will be forfeited with no compensation payable.
15. It is the sole responsibility of the Top Student to ensure their entry into New York, at their own expense, including ensuring all necessary passports are valid for six (6) months from date of travel and visas, travel authorisations including an Electronic System for Travel Authorization (**ESTA**) (if applicable), medical advice, recommended vaccinations and immunisations and travel and medical insurance (including providing a certificate of currency to the Promoter's satisfaction at its sole discretion) have been obtained prior to travel and, if required, on or by a date nominated by the Promoter. Failure to do so may result in the prize being forfeited. The Promoter makes no representation as to the safety of New York and it is the responsibility of the Top Student to check the travel advice issued by the Department of Foreign Affairs and Trade at www.smartraveller.gov.au and assess the safety of New York prior to travel.
16. The meeting with David Droga will be at the discretion of David Droga (or his management) and will at all times be subject to the availability of David Droga. The Promoter will not be liable for the failure of David Droga to conduct the meeting in the manner advertised, to 'meet and greet' the Top Student and/or to partake in any other interaction or activity for whatever reason. The Promoter reserves the right to substitute another celebrity, personality or public figure in a similar industry and of a similar calibre to David Droga, or to provide a comparable prize element of equal or greater value in lieu, if David Droga is unavailable to participate in the prize for any reason beyond the control of the Promoter.
17. **Students selected as the best Students from Victoria, South Australia, Queensland and Western Australia:** The Students selected as the best Students from Victoria, South Australia, Queensland and Western Australia will each win one (1) travel prize to Sydney for one (1) night for the Top Student announcement on August 7, 2017 valued at up to AUD\$500 each, depending on the point of departure. The travel prize to Sydney comprises of the following elements:
 - a. one (1) return economy airfare to Sydney Airport from the Australian capital city airport closest to the ordinary residential address of the winner (inclusive of airfare

related taxes and charges); and

- b. one night's accommodation in Sydney.
18. All additional costs not expressly stated, but which may be incurred in acceptance and use of the prize, are the responsibility of each of the Students selected as the best Students from Victoria, South Australia, Queensland and Western Australia. Such additional costs may include, but are not limited to meals and beverages, room service, telephone calls, laundry services, spending money, transport to and from airport departure point and accommodation, other transfers, taxes including arrival and departure taxes (if applicable) but excluding airfare related taxes and charges included in the prize, insurance and travel insurance. Each Student selected as the best Students from Victoria, South Australia, Queensland and Western Australia may be required to present a credit card at time of accommodation check-in.
 19. Each Student selected as the best Student from Victoria, South Australia, Queensland and Western Australia must conduct themselves in a responsible, courteous and friendly manner at all times whilst participating in the prize. Acceptance of the prize and participation in the prize is subject to any prevailing terms and conditions of travel/accommodation/transfers/services suppliers, event organisers and any other prize suppliers, and in particular behaviour and safety requirements. Each Student must follow all reasonable directions given by the Promoter and any event organiser or prize supplier during the course of their participation in the prize, including all directions in relation to behaviour and safety. The Promoter and any event organiser or prize supplier reserve the right, in their absolute discretion, to refuse entry into or departure out of Sydney, to disqualify, sanction and/or eject a Student from any prize related venue or location, or to refuse participation in certain activities, on the grounds of inappropriate behaviour, or safety reasons, or for any breach of these Conditions of Entry generally. If a Student fails to participate in the prize in the manner required, as stated in this condition and in the reasonable opinion of the Promoter, their entry and the balance of the prize will be forfeited with no compensation payable.
 20. Students acknowledge that if they are selected as the best Student from Victoria, South Australia, Queensland and Western Australia and the Top Student, the Student must be willing to participate in the prize at the times and on the dates required by the Promoter in its sole discretion.
 21. The Promoter reserves the right to request the Students selected as the best Students from Victoria, South Australia, Queensland and Western Australia and the Top Student produce (within the requested time) appropriate photo identification or other documentation (to the Promoter's satisfaction, at its sole discretion) in order to confirm the identity and age of the Student before issuing the prize and at any time during their participation in the prize.
 22. It is a condition of accepting and participating in the prize that the Students selected as the best Students from Victoria, South Australia, Queensland and Western Australia and the Top Student may be required to sign eligibility form(s), code(s) of conduct and/or legal release(s) (including prize acceptance release(s)) in a form determined by the Promoter in its absolute discretion.
 23. The total prize value is up to **AUD\$10,000** depending on the point of departure. The prize is not transferable or exchangeable and cannot be taken as cash (unless otherwise indicated). The prize must be taken as offered and cannot be varied. The prize cannot be used or redeemed in conjunction with any other offer. The Promoter accepts no responsibility for any tax implications that may arise from prize winnings. Independent financial advice should be sought.

GENERAL

24. All right, title and interest, including in all Intellectual Property Rights, in all promotional materials and in the Promoter's and/or any third party's brands, logos, trading names, products and/or services and websites will remain or be vested in the Promoter and/or the

third party (as applicable). Participation in the Course by a Student will not under any circumstances be taken to constitute a transfer, assignment or grant of any ownership rights in any promotional material or in any of the Promoter's and/or any third party's brands, logos, trading names and products and/or services and websites. The Promoter, on a case by case basis and to the extent required, grants to each Student a non-exclusive licence for the relevant Promotional Stage to use the promotional material and the Promoter's brands, logos, trading names and products and/or services and websites solely for the purpose, and to the extent necessary, to enable each Student to participate.

25. By submitting their Portfolio, Students grant to the Promoter a royalty-free, perpetual, worldwide, irrevocable, unconditional, non-exclusive, transferable licence (and agrees to use their best endeavours to procure any relevant third parties to grant to the Promoter such licence) to use their Portfolio for the purposes of marketing and promoting the Promoter and/or its goods and services in any manner and in any media whether existing now or in the future, without the further consent of the Student and without any further compensation payable to the Student.
26. Students can only enter in their own name. Students who provide incorrect, misleading or fraudulent information are ineligible to participate in the promotion and entries of a Student who is deemed by the Promoter to have provided incorrect, misleading or fraudulent information may, at the discretion of the Promoter, be deemed invalid. The Promoter reserves the right to request the Student produce (within the requested time) appropriate photo identification or other documentation (to the Promoter's satisfaction, at its sole discretion) in order to confirm the Student's identity, age, residential address, eligibility to enter and claim the prize, and any information submitted by the Student in entering the promotion, before issuing the prize (including confirming consent of a Student's parent or legal guardian and the name, age and address of the parent or legal guardian who gave their consent, where a Student is under 18 years of age). If any documentation required by the Promoter is not received by the Promoter (or its nominated agent) or a Student or entry has not been verified or validated to the Promoter's (or its nominated agent's) satisfaction then all the entries of that Student may be ineligible and deemed invalid.
27. The Promoter reserves the right to verify the validity of any and all entries and to disqualify any Student for: (a) tampering with the entry process; (b) submitting any work and a final portfolio which is not in accordance with these Conditions of Entry; or (c) engaging in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
28. The prize will only be awarded following any Top Student validation and verification that the Promoter, or its nominated agents, requires in their sole absolute discretion.
29. As a condition of entering this promotion, each Student consents to the Promoter and using the Student's final portfolio submitted, name, locality (including suburb and State or Territory of residence), likeness, image and/or voice (including photograph, film and/or recording of the same) in any media worldwide for an unlimited period of time without further notification, remuneration or compensation for the purpose of promoting, publicising or marketing the promotion (including any outcome), and/or promoting any products or services manufactured, distributed and/or supplied by the Promoter. The Student agrees that the Student will participate in all reasonable promoted activities in relation to the promotion as requested by the Promoter and its agents and sign any additional documents reasonably required by the Promoter to give effect to this condition.
30. If a prize or element of a prize becomes unavailable, for any reason beyond the Promoter's reasonable control, then a comparable prize or prize element of equal or greater value will be awarded in lieu.
31. If the promotion is not capable of running as planned for any reason beyond the reasonable control of the Promoter, including because of war, terrorism, state of emergency or disaster

(including natural disaster), infection by computer virus, bugs, tampering, unauthorised intervention, technical failures, directions of regulators or industry self-regulatory bodies or any which corrupt or affect the administration, security, fairness, integrity or proper conduct of this promotion, the Promoter reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the promotion and/or if necessary to provide alternative prize(s) to the same value as the original prize(s).

32. The Promoter and its associated agencies and companies exclude all liability (including negligence) except for any liability that cannot be excluded by law (including any applicable consumer guarantee under the Australian Consumer Law), for any direct or indirect injury, loss and/or damage arising in any way out of the promotion. This includes, but is not limited to: (i) technical malfunctions, delays or failures, including those resulting from accessing any materials related to this promotion and any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this promotion as a result of any technical malfunctions, delays or failures; (ii) theft, unauthorised access or third party interference; (iii) lost or damaged entries, prize claims or prize; and/or (iv) acceptance and/or use of any prize.
33. Each Student acknowledges and agrees that the promotion and these Conditions of Entry are governed by the Laws of New South Wales and each Student submits to the exclusive jurisdiction of the courts of New South Wales and any courts competent to hear appeals from those courts.

PRIVACY

34. The Promoter collects Personal Information about a Student to include the Student in the promotion, award the prize (where appropriate) and use the information to assist in improving the goods and services of the Promoter (if any). If the Personal Information requested is not provided, the Student cannot participate in the promotion and is deemed ineligible. A Student also agrees that the Promoter may publish or cause to be published the Student's name, locality and final portfolio submitted in any media.
35. Students can gain access to, update or correct any of their Personal Information held by the Promoter by contacting the Promoter's Privacy Officer at [TCC Privacy Officer](#). All Personal Information will be stored by the Promoter in accordance with the Promoter's Privacy Policy. A copy of the Promoter's Privacy Policy in relation to the treatment of Personal Information collected may be obtained at [TCC Privacy Policy](#).
36. The Promoter will provide to each Student, at time of entry into the promotion (or as soon as reasonably practicable thereafter), a collection statement that details the Personal Information being collected, the purpose of its collection, where the Personal Information will be stored and how it will be shared with third parties. The collection statement will comply with the Promoter's disclosure obligations under the *Privacy Act 1988* (Cth).
37. In these Conditions of Entry: "**Australian Consumer Law**" means Schedule 2 of the *Competition and Consumer Act 2010* (Cth). "**Intellectual Property Rights**" means all present and future rights of whatever nature anywhere in the world including, but not limited to, rights in respect of or in connection with copyright, inventions (including patents), trade marks, service marks, trade names, domain names, designs, confidential information, trade secrets and know-how and similar industrial, commercial and intellectual property rights, whether or not registered or registrable, and includes the right to apply for the registration of such rights, and whether existing in Australia or otherwise. "**Laws**" means all laws including rules of common law, principles of equity, statutes, regulations, proclamations, ordinances, by-laws, rules, regulatory principles and requirements, statutory rules of an industry body, statutory mandatory codes of conduct, writs, orders, injunctions, judgments, and generally accepted accounting principles in Australia. "**Personal Information**" means, for the purpose of the *Privacy Act 1988* (Cth), information or an opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not and whether the information or opinion is recorded in a material form or not.

38. **Promoter:** The Communications Council Limited (ABN 84 140 893 152) of 65 York Street Sydney, NSW 2000, Australia; telephone: (02) 8297 3800.
39. The prize sponsors are Esther Clerehan and The Sweet Shop.