

\$2,000 Australian Ethical Study Grant

Terms & Conditions

Entry

1. The Australian Ethical Study Grant promotion (“Promotion”) commences 6 February 2017, 9am AEST and final entries close at 5.00pm AEST on 5 June 2017 (“Promotional Period”).
2. Information on how to enter and the prize forms part of these Terms and Conditions.
3. Participation in this Promotion is deemed acceptance of these Terms and Conditions.
4. Entry is open to all students (any age and any nationality) enrolled in an Australian higher education or tertiary institution (eg. university, Technical and Further Education (TAFE) institutes and Registered Training Organisations (RTOs)) on a part-time or full-time basis.
5. The grant payment will only be paid into an Australian bank account.
6. While there are no age or nationality restrictions, the winner will need to provide the Promoter with proof of current Australian higher education enrolment details before payment of the grant will be made.
7. The promoter is Australian Ethical Investment Ltd (ABN 47 003 188 930; AFSL 229949) of Level 8, 130 Pitt Street, NSW 2000, PH: 61 2 8276 6288 (“Australian Ethical” or “Promoter”).
8. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible 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 1st cousin.
9. The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including, but not limited to, agents, contractors, service providers, Promotion suppliers and as required, to Australian regulatory authorities. Validity of an entry is conditional on providing this information. Any personal information provided will be held in accordance with the Australian Ethical [Privacy Policy](#) and [Privacy Collection Statement](#) which can be viewed at <https://www.australianethical.com.au/privacy-policy>.
10. To enter, individuals must undertake the following steps during the Promotional Period:
 - a. Tell the Promoter how they plan to use their education towards building an ethical future; and
 - b. Tell the Promoter how they will spend the grant towards building their vision for a better future.
11. Incomplete or indecipherable entries will be deemed invalid.

12. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.

Grant

13. Judging will take place from 7 June 2017 to 21 June 2017. The Promotion is a game of skill, and chance plays no part in the determination of the winner. Each entry will be individually judged by the Promoter according to its merits on the basis of originality and creativity as determined by the Promoter in its sole discretion.
14. The Promoter reserves the right to select reserve entries and record them in order of merit in the event that the person who submitted the original entry that is selected is ineligible, or does not claim the award.
15. The winner will be notified on 23 June 2017 by email via the email address provided at the time of entry and their first name and last initial will be published on the Australian Ethical website at <https://www.australianethical.com.au> and on Australian Ethical's Facebook, Twitter and Instagram accounts as well as any part of the entry that Australian Ethical wishes to quote or paraphrase.
16. The grant will be awarded in the form of a single payment of AUD\$2,000 to the winner's nominated Australian bank account.
17. Tax implications may arise from the receipt of the grant. You may need to declare your study grant as assessable income in your tax return. The winner should seek independent financial advice. The Promoter is not liable for any tax liability incurred by any entrant which arises from the promotion.
18. The Promoter's decision is final and no correspondence will be entered into.

Use of Entries and Personal Information

19. Entrants warrant that their entry is their own original work and does not infringe the intellectual property rights, copyright, obligation of confidentiality, patent or other right of any other person or third party.
20. Entrants consent to the Promoter using some or all of their written entry, name, likeness, image and/or voice in the event they are the 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.
21. If an Entrant has moral rights (the right of integrity, right of attribution, right not to have authorship of a work falsely attributed and other rights of an analogous nature which exist or which may exist in the future, including without limitation, moral rights under

the *Copyright Act 1968* (Cth)) in any intellectual property rights in the entry submitted to the Promoter, the Entrant:

- a. irrevocably consents to any amendment of the entry in any manner by the Promoter for the purposes of its business without further reference to the Entrant;
 - b. irrevocably consents to the Promoter using or applying the entry for any purpose connected to its business without any attribution or authorship; and
 - c. agrees that its consent is a genuine consent under the *Copyright Act 1968* (Cth) and has not been included by duress or any false or misleading statement.
22. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the personal information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. By applying, the entrant agrees to receive email communications from the Promoter. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their personal information, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with.
23. All entries become the property of the Promoter.

General

24. Australian Ethical may withdraw this Promotion or vary the grant amount or otherwise amend these terms and conditions at any time.
25. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Errors and omissions will be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
26. 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 entrant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
27. Any cost associated with accessing the Promoter's website for the purpose of entering this Promotion is the entrant's responsibility and is dependent on the internet service

provider used. The Promoter makes no guarantee of the availability of its web services and will not be held responsible for interruption of service that may interfere with the ability to participate in the Promotion.

28. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ("Non-Excludable Guarantees").
29. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and 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, including but not limited to:
 - 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 grant 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 grant value to that stated in these Terms and Conditions;
 - e. any tax liability incurred by a winner or entrant; or
 - f. taking and/or use of the grant.
30. As a condition of accepting the grant, the winner must provide personal information, and sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
31. This agreement is governed by the law in force in the state of New South Wales, Australia. Any dispute arising in connection with these Terms and Conditions or in connection with Australian Ethical which cannot be resolved by good faith negotiations between us shall be referred to mediation or to arbitration. However, Australian Ethical reserves, at our absolute discretion, the right to instigate legal proceedings prior to negotiation, arbitration or mediation against any individual, organisation or entity, who in our opinion has acted in breach of these Terms and Conditions.