

TORRENS UNIVERSITY AUSTRALIA AND PENRITH PANTHERS COMPETITION

GAME OF SKILL TERMS AND CONDITIONS

This competition is delivered by Torrens University Australia Limited (ABN 99 154 937 005) of Level 24, 680 George Street, Sydney, NSW, 2000, in conjunction with Penrith Panthers District Rugby League Club (ABN 28 003 908 503) of 123 Mulgoa Road, Penrith, NSW, 2750 (together the “**PROMOTER**”).

By entering this competition, you, the Applicant (“**Applicant**”), agree to the following terms and conditions:

Application

1. Information on how to enter forms part of these Terms and Conditions.
2. The directors, management and employees (and their immediate families) of the **PROMOTER**, its related entities, printers, suppliers, providers and agencies whom are directly associated with the conduct of this competition are ineligible to enter the competition. 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.
3. This competition is a Game of Skill.
4. The application process opens on 9:00am (AEDT) Wednesday 5 May 2021 and closes at 23:59pm AEST on Sunday 16 May 2021 (“**Application Period**”).
5. To enter, Applicants must during the Application Period comply with the following:
 - (a) In 25 words or less, let us know why you are interested in studying with Torrens University Australia, on the competition landing page at www.penrithpanthers.com.au during the Application period. All applications are deemed to be received at the time of receipt by **PROMOTER** and not at the time of transmission by the Applicant. No late entries will be accepted.
 - (b) Only one (1) entry per Applicant is permitted. Any subsequent entry of an Applicant after the first valid entry is received from that Applicant will be deemed invalid.
 - (c) All applications must be the original independent creation of the Applicant;
 - (d) Applicants who are under 18 years of age at the date of entering the competition must have permission from their parent or legal guardian to enter; and
 - (e) Promoter reserves the right to request the Applicant to provide proof of age and identity. Identification considered suitable for verification is at the discretion of **PROMOTER**.

Selection

6. Written submissions will be accepted by all eligible Applicant entries and judged by **PROMOTER** personnel.
7. The selection committee panel chosen by **PROMOTER** will select those Applicants with the most suitable and creative submissions in the preliminary phase.
8. **PROMOTER** reserves the right to verify the validity of applications at any time during or after the Application Period, and reserves the right to disqualify any Applicant who tampers with the application process or who submits an application that is not in accordance with these Terms and Conditions. Failure by **PROMOTER** to enforce any of its rights at any stage does not constitute a waiver of those rights.
9. **PROMOTER** is neither responsible nor liable for late, lost or misdirected applications, or applications not received by **PROMOTER** for any reason whatsoever. Applicants should not send in original copies of

their applications. No responsibility will be taken by PROMOTER in the event that the original application is lost or damaged in editing.

10. The decisions of the selection committee panel will be made in the absolute discretion of the panels (based on its view of the creativity of the 25 words or less submission) and its decision will be final.
11. The successful Applicant will be announced on 2:00pm AEDT on Wednesday 19 May 2021. The successful Applicant will be notified by email that was supplied upon entry after the final decision of the PROMOTER on the 19 May 2021 and will be announced via email once the successful Applicant has responded to acknowledge their acceptance of the prize offer. All reasonable steps to notify the successful Applicant of the result of the draw will be taken by the PROMOTER. The PROMOTER'S decision is final and no correspondence will be entered into.

Prize

12. Awarded to the successful Applicant will be a private breakfast for the successful Applicant plus a friend with Jarome Luai and Brian To'o at the Panthers Rugby League Academy (**Prize**).
13. The Prize must be taken in the form offered and the Prize is not transferrable to another person and no part of a prize is exchangeable or redeemable for cash or any other prize.
14. If the successful Applicant does not respond to the PROMOTER within 7 days of being notified, or the successful Applicant is not readily identified, and reasonable efforts made by the PROMOTER to identify the successful Applicant were unsuccessful, they will automatically forfeit the prize and the PROMOTER reserves the right to select an alternative Applicant.
15. If necessary, a second announcement will be held on Thursday 20 May 2021 in order to award an alternative Applicant for any unclaimed Prize. The second successful Applicant will be notified by email and telephone on the day of the second announcement.
16. The results of any second announcement will be final and binding and no correspondence will be entered into in relation to the decision of the successful Applicant.
17. The Prize does not include any costs associated with redeeming the Prize such as travel, accommodation or taxes.
18. If the Prize is not available for any reason, the PROMOTER reserves the right to substitute the Prize with another item of equal or greater value if the successful Applicant agrees in writing and subject to any written directions from any applicable regulatory authority. If the successful Applicant does not agree despite reasonable attempts by the PROMOTER to reach an agreement and the prize is not available due to circumstances beyond the PROMOTER'S control, the PROMOTER may substitute the prize with another item or items determined by the PROMOTER to be of equal or higher value.
19. The PROMOTER will take reasonable steps to distribute the prize to the successful Applicant before Saturday 31 July 2021.

Obligations of Successful Applicant

20. By entering the competition, the Successful Applicant agrees to participate in such promotional activity and material as PROMOTER may require without remuneration.
21. Successful Applicants also gives consent to the use and publication of their name and any other details provided by the successful Applicant in any marketing material without any further reference or payment to the successful Applicant.

Conduct of Successful Applicant

22. Successful Applicants will be acting as a brand ambassador for the PROMOTER institutions. Serious misbehaviour or detrimental conduct may lead to PROMOTER withdrawing all or part of the Prize. The

successful Applicant is responsible for their own actions and behaviour and PROMOTER and its institutions accept no liability for those actions.

Miscellaneous

23. Except for any liability that cannot be excluded by law, PROMOTER and each of the related entities (including their officers, employees and agents) exclude 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 application process, including, but not limited to, where arising out of the following: (a) any technical difficulties or equipment malfunction (whether or not under PROMOTER's control); (b) any theft, unauthorised access or third party interference; (c) any application that is late, lost, altered, damaged or misdirected (whether or not after their receipt by PROMOTER) due to any reason beyond the reasonable control of PROMOTER; (d) any variation in Prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by the Successful Applicant; (f) participation in the application process and/or (g) redemption of the Prize by the Successful Applicant.
24. The Applicants agree that PROMOTER retains all right, title and interest in their copyright materials, patent rights, trademarks, designs and other property whether arising by common law or by statute. The Applicants warrant that their written proposal will not infringe those rights or the rights of any third person.
25. Application details remain the property of PROMOTER. The personal information of Applicants will be collected by PROMOTER for the purpose of conducting and promoting this competition (including for the purpose of identifying and notifying the Successful Applicant). Without limiting the foregoing, PROMOTER may disclose the personal information of Applicants to other parties assisting in the administration of the application process including to PROMOTER's related entities, external service providers and authorities that regulate this application process. PROMOTER, its related entities and business partners (as applicable) may also use the Applicants' personal information for the purpose of sending direct marketing messages with respect to programs, products and services available through any or all of them.
26. These terms and conditions and the conduct of the application process are governed by the laws of the State of New South Wales, Australia and all Applicants submit to the non-exclusive jurisdiction of the courts of that State and all courts which may hear appeal therefrom.