

STUDENT EDGE ICE BREAK PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. 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.
3. 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. In addition, the Promoter reserves the right to request the winner to provide proof of identity, age and proof of residency at the nominated prize delivery address. Identification considered suitable for verification is at the discretion of the Promoter.
4. Incomplete or indecipherable entries will be deemed invalid
5. Promotion commences on 03/02/2014 and final entries close at midnight on the 31/03/2014. All times stated in these Terms and Conditions are based on Perth time.
6. To enter, individuals must, during the promotional period:
 1. Send us a photo of how you like to kick start your day! It could be a picture of your breakfast or even you at the beach on your daily run. Be as creative as you can. The details are up to you.
 2. Simply upload the photo onto Instagram and hash tag your student edge number, as well as the special hash tag provided for your chance to win. The winner will be the one voted most creative by Student Edge.
 3. Runner up prize will be awarded to the person whose photo received the most votes over the competition period.
7. The entrant must enter a photo that is original, and their own.
8. Multiple entries permitted, subject to the following: (a) each entry must be substantially unique; and (b) each entry must be submitted separately and in accordance with entry requirements.
9. 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.

10. All winners will be notified by email.
11. This is a game of skill and chance plays no part in determining the winners.
12. Each (i.) photo entry will be individually judged based on the originality, creativity and the relevance of the entry to the relevant Ice Break message.
13. The judges may select additional reserve entries which they determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant.
14. The Promoter's decision is final and no correspondence will be entered into.
15. If for any reason a winner does not take a prize by the time stipulated by the Promoter, then the prize will be forfeited.
16. If any prize (or part of any prize) is unavailable, the Promoter, in its absolute discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification.
17. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash. On selling of prizes is not permitted.
18. When an entrant submits any materials via the promotion including comments, photos and images ("**Content**"), the entrant, unless the Promoter advises otherwise, licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display such Content for any purpose in any media, without compensation, restriction on use, attribution or liability. Entrants agree not to assert any moral rights in relation to such use and warrant that they have the full authority to grant these rights.

Entrants agree that they are fully responsible for the Content they submit. The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove any Content without notice for any reason whatsoever. Entrants warrant and agree that: (a) they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication; (b) they will obtain prior consent from any person or property that appears in their Content; (c) they will obtain full prior consent from any person who has jointly created or has any rights in the Content, to the uses and terms herein; (d) their Content shall not contain viruses or cause injury or harm to any person or entity; and (e) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.

Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.

19. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner/s (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. In addition, winners may be required to provide to the Promoter a photo of themselves participating at an event prize and/or using the prize (where applicable).
20. If reasonably requested by the Promoter, winners must also participate in any news media activities surrounding the promotion such as photographic shoots and/or interviews.
21. 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.
22. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
23. 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, 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"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective 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 promotion.

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: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any allergies or pre-existing medical conditions; (c) any theft, unauthorised access or third party interference; (d) 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; (e) any variation in prize value to that stated in these Terms and Conditions; (f) use of a prize.

24. The Promoter is Student Edge (ABN 78116154904) of suite 2, 454 Roberts Road, Subiaco 6148

25. 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, prize suppliers and, as required, to Australian regulatory authorities. By providing your email address, you grant the Promoter, the right to send you promotional email messages. Entry is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to opt out, access, update or correct information to the Promoter. All entries become the property of the Promoter.
26. Refer to the Student Edge Privacy Policy (www.studentedge.com.au) that governs how Student Edge deals with the collection, security, quality, use and disclosure of your personal information, and is in accordance with the Privacy Act 1988 (Cth).

PRIZES

27. The competition will have one major prize winner and one 2nd place winner.
28. The major and minor prize draw will take place at 5.00pm on Monday 7 April 2014 at Student Edge 2/454 Roberts Road, Subiaco WA 6008.
29. The major prize will include the entrant winning \$2000 cash plus 100 units of Ice Break Original 500ml to stock your fridge. Total major prize value of \$2300.
30. The minor prize will include the entrant winning a Student Edge Goodie Bag valued at \$200.
31. Total prize pool valued at \$2500.