

## LEGO® Education Competition

### Schedule

<b>Promotion</b>	MTA LEGO® Education Competition
<b>Promoter</b>	Modern Star Pty Ltd ABN 31 101 306 950 Level 1 122-126 Old Pittwater Road, New South Wales 2100 02 9938 0450 marketing@teaching.com.au <a href="https://www.modernstar.com/">https://www.modernstar.com/</a>
<b>Entry Period</b>	Start Date: 12:00am AEDT 21/10/24 End Date: 11.59pm AEDT 22/11/24
<b>Prize</b>	The Winner will select one of the following products as their Prize: <ul style="list-style-type: none"> <li>• <a href="#">LEGO Education BricQ Motion Essential Set – Set o</a>: \$ 3,449.25</li> </ul> OR <ul style="list-style-type: none"> <li>• <a href="#">LEGO Education BricQ Motion Prime Set – Set of 15</a>: \$6,899.25</li> </ul> OR <ul style="list-style-type: none"> <li>• <a href="#">LEGO Education SPIKE Essential - Set of 15</a>: \$6,899.25</li> </ul> OR <ul style="list-style-type: none"> <li>• <a href="#">LEGO Education SPIKE Prime – Set of 12</a>: \$7,739.35</li> </ul>
<b>Total Prize Pool</b>	\$7,739.35
<b>Relevant Territory</b>	New Zealand and all Australian states and territories
<b>Entrants</b>	Entry is open to Primary and High School education staff who are residents of the Relevant Territories aged eighteen (18) years or over, or who have the consent of their legal guardian ( <b>Entrants</b> ).  Employees (as well as their immediate family members) of the Promoter, retailers, suppliers and associated companies and agencies are not eligible to enter in the Promotion.
<b>Entry Procedure</b>	To enter, Entrants must during the competition period: <ul style="list-style-type: none"> <li>• visit the competition landing page;</li> <li>• follow the prompts to enter their details including full name, residential address, age, occupation, email address and contact number;</li> <li>• explain in 25 word or less: <b>‘What real-world challenge would you and your students solve in class using LEGO® Education?’</b>;</li> <li>• read and accept these terms and conditions; and</li> <li>• submit their entry.</li> </ul>

<b>Selection Details</b>	The winning Entrant will be selected by the Promoter based on the best entry response, subject to the Promoter's discretion.  Entries will be reviewed and judged throughout the Entry Period, with the winner being selected on 29 November 2024 ( <b>Selection Date</b> ).
<b>Maximum Number of Entries</b>	Limit of one entry/ies per person
<b>Notification of Winners</b>	Winners will be notified via email no later than 5pm on the Selection Date.
<b>Prize Selection</b>	Winners must select one Prize from the available options and notify the Promoter of their selection via email no later than 5pm on the Redemption Date.
<b>Redemption Date</b>	20 December 2024
<b>Unclaimed Prize Reselection</b>	In the case of an unclaimed Prize a new winner will be reselected 3 months after the Selection Date.  <b>Reselection Date:</b> 1 March 2025 <b>Reselection Time:</b> 9:00 am AEDT <b>Reselection Location:</b> Level 1 122-126 Old Pittwater Road, New South Wales 2100
<b>Notification of Unclaimed Prize Reselection Winners</b>	Unclaimed Prize winners will be notified via email and published on the website no later than 10 business days from the Reselection Date.
<b>Privacy Policy</b>	<a href="https://www.teaching.com.au/page/mta-privacy-policy">https://www.teaching.com.au/page/mta-privacy-policy</a>

### Terms & Conditions

1. The Schedule and these Terms and Conditions govern the Entrant's participation in the Promotion. Participation in the Promotion is deemed acceptance of these Terms & Conditions.
2. To enter the Promotion, Entrants must complete the entry Procedure during the Entry Period.
3. Entrants may enter the Promotion up to the Maximum Number of Entries.
4. Entries are deemed to be received at the time of receipt by the Promoter not at the time of transmission by the Entrant.
5. The use of automated entry software or other mechanical, electronic or other means that allow an Entrant to automatically enter the Promotion repeatedly is prohibited and will render all entries submitted by the Entrant invalid.
6. Incomplete or ineligible entries will be deemed invalid. Entries will also be deemed invalid if they breach these Terms & Conditions or any other content guidelines notified by the Promoter.
7. The Promoter reserves the right, at any time, to verify the validity of entries and Entrants (including an Entrant's identity, occupation, age and place of residence) and to disqualify any Entrant.
8. If a dispute arises as to the identity of an online Entrant, the entry will be deemed to have been submitted by the authorised account holder of the email address. The Promoter may ask any Entrant to provide the Promoter with proof that they are the authorised account holder of the email address associated with the entry.

### Winner Selection

9. The winning Entrant (**Winner**) will be chosen in accordance with the Selection Details.
10. The Winner will be notified as specified in the Schedule.
11. The Winner's full name and city of origin will be published in a national newspaper, and/or on the Site, or on the Promoter's social media accounts, including but not limited to, Facebook, Twitter and Instagram, within 30 days of the Selection Date. It is a condition of entry into the Promotion that the Winner consents to the publication of such information and participates in any media releases which may include photographs of the Winner by the Promoter. By entering into this Promotion, Entrants consent to the use of their names and likenesses in this manner.
12. Entrants are responsible for all expenses incurred when entering the Promotion and accessing, claiming and/or using the Prize (unless otherwise stated on the Site).
13. The Promoter's decision is final and the Promoter will not enter into correspondence with Entrants regarding the decision.
14. If a Winner's entry is deemed or found to be invalid, the Promoter may re select or decide on another winning entry.

### Prizes

15. The Prize(s) are specified in the Schedule. **THE PRIZE IS NOT TRANSFERABLE AND NOT REDEEMABLE FOR CASH** unless otherwise specified in these Terms.
16. The Winner must select one Prize from the available options as specified in the Schedule. The Winner's selection must be communicated to the Promoter in writing.
17. The Prize will be delivered to the Winner's nominated address by the Promoter's chosen form of delivery.
18. If any Prize is unavailable and the Promoter has used all reasonable efforts to arrange the Prize, the Promoter reserves the right to substitute the Prize with one of the other Prize options specified in the Schedule, if none of the options are available, the Prize will be substituted for a Prize of equal value and/or specification, subject to any written directions from a regulatory authority.

### Claiming Prizes

19. The Prize(s) must be claimed by the Redemption Date in accordance with any claim instructions set out in the Schedule, or it will be deemed forfeited by the Entrant. The Promoter may require the Winner(s) to provide relevant evidence in order to claim the Prize, such as proof of identity, age, and any relevant proof of purchase. The Promoter may select an alternative Winner in its absolute discretion.
20. If any Prize remains unclaimed, a second selection for the Prize will take place in accordance with the Schedule, subject to any directions from a regulatory authority. The alternative Winner, if any, will be notified in accordance with the Schedule, specifically Notification of Unclaimed Prize Reselection Winners.
21. The Promoter will deliver the Prize in accordance with the Schedule. Should circumstances outside the Promoter's control occur, which cause a delay in delivery of the Prize, the Promoter will not be liable.

### General

22. **Personal information:** The Promoter collects personal information from all Entrants in order to conduct the Promotion and may, for this purpose, collect, use and disclose such information to third parties, including but not limited to agents, contractors, service providers, Prize suppliers and as required, to regulatory authorities. Please see the Promoter's Privacy Policy (linked in the Schedule) and any privacy collection notice provided, for more information about how the Promoter handles your personal information. By providing personal information to the Promoter, the Entrant agrees to the collection, use, storage and disclosure of that information as described in this clause 3 and the Promoter's Privacy Policy.
23. **Non-Excludable Guarantees:** Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify any legislation which cannot lawfully be excluded or limited, including the statutory consumer guarantees as provided under the *Competition and Consumer Act 2010* (Cth) or any other applicable State or Territory legislation (**Non-Excludable Guarantees**).

24. **Consequential Loss:** Despite anything to the contrary, but subject to the Non-Excludable Guarantees, neither party will be liable under these Terms & Conditions for any consequential, special or indirect loss including but not limited to loss of profit (including anticipated profit), loss of benefit (including anticipated benefit), loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings (including anticipated savings), loss of reputation, loss of use (including both real and anticipatory) and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise.
25. **Liability:** A party's liability for any liability in relation to these Terms and Conditions will be reduced proportionately to the extent the relevant liability was caused or contributed to by the acts or omissions of the other party, including any failure by that other party to take reasonable steps to mitigate its loss.
26. **Force Majeure:** Neither party will be liable for any delay or failure to perform their respective obligations under these Terms and Conditions if such delay or failure is caused or contributed to by a Force Majeure Event. **Force Majeure Event** means any event or circumstance which is beyond a Party's reasonable control including but not limited to, acts of God including fire, hurricane, typhoon, earthquake, landslide, tsunami, mudslide or other catastrophic natural disaster, civil riot, civil rebellion, revolution, terrorism, insurrection, militarily usurped power, act of sabotage, act of a public enemy, war (whether declared or not) or other like hostilities, ionising radiation, contamination by radioactivity, nuclear, chemical or biological contamination, any widespread illness, quarantine or government sanctioned ordinance or shutdown, pandemic (including COVID-19 and any variations or mutations to this disease or illness) or epidemic.
27. **Social Media:** The use of social media is subject to the prevailing terms and conditions of use of the social media platform. Unless otherwise indicated in these Terms, the Promotion is in no way sponsored, endorsed or administered by, or associated with any social media platform. If an Entrant uses social media to participate in the Promotion, the Entrant understands that they are providing their information to the Promoter and not to any social media platform. Entrants are solely responsible and liable for the content of their entries and any other information they transmit to other Internet users. By participating in the Promotion, the Entrant releases the applicable social media site from all claims, liabilities, suits, actions and expenses, including costs of litigation and reasonable legal costs associate with the Promotion.
28. **Online entries:** If a dispute arises as to the identity of an online Entrant, the entry will be deemed to have been submitted by the authorised account holder of the email address. The Promoter may ask any Entrant to provide the Promoter with proof that they are the authorised account holder of the email address associated with the entry.
29. **Legal Warning:** Any attempt to cause malicious damage or interference with the normal functioning of the Site or to otherwise undermine the legitimate operations of the Promotion may be a violation of criminal and civil laws and the Promoter reserves the right to seek damages to the fullest extent permitted by law.
30. **Currency:** Unless expressly stated otherwise, a reference in these terms or in any advertisement relating to the Promotion, to Australian dollars, dollars, AUD\$ or \$ is a reference to the lawful currency of Australia.
31. **Amendments:** If for any reason any aspect of this Promotion is not capable of running as planned, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.
32. **Jurisdiction:** These Terms and Conditions are governed by the laws of the States and Territories in which the Promotion is conducted and the Commonwealth of Australia. Entrants submit to the jurisdiction of the courts of their State or Territory.
33. **Dispute Resolution:** In the event of a dispute, Entrants must contact the Promoter and attempt to resolve the dispute in good faith. If the matter cannot be resolved, either party may refer the matter to a mediator. The costs of the mediation will be shared equally between the parties.
34. **Intellectual property rights:** All intellectual property rights in the entries vest in the Promoter upon submission of the relevant entry. Where the Promotion involves submission of any materials including

but not limited to answers to questions, a statement, idea or opinion, video or voice recordings, images, works of art, designs or photographs (**Content**), all Entrants represent, warrant and agree that:

- (a) the Content must not contain any viruses or cause or be likely to cause any injury or harm to any person or entity;
- (b) the Content must be the work of the individual submitting it;
- (c) the Content must not have been published elsewhere or have won a prize in any other competition or promotion;
- (d) Entrants have obtained all appropriate consents and/or permission relating to a person who appears in, or whose property appears in, the Content;
- (e) the submission of the Content does not infringe the intellectual property rights of any third party and that the Content they are submitting is their own work and that they own the copyright for it;
- (f) the Promoter may remove or decline to publish any Content without notice to the relevant Entrant;
- (g) the Promoter may use their likeness, image and/or voice in the event that the Entrant is the Winner (including photograph, film or recording) in any media whatsoever throughout the world for the purpose of promoting this Promotion or other similar promotions and promoting any products manufactured, distributed and or supplied by the Promoter. The Entrant will not be entitled to any remuneration for such use.

**Last updated:** 23 September 2024

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