

Win your wishlist

Schedule

Promotion	Win your wishlist
Promoter	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 https://www.modernstar.com/
Promotional Period	Start Date: 12:00am AEDT 29/4/24 End Date: 11.59pm AEDT 21/6/24
Prize	The prize is one of three \$1000 Modern Teaching Aids (MTA) vouchers.
Total Prize Pool	\$3000
Permits	N/A
Relevant States	All Australian States and Territories
Entrants	Entry is open to residents of the Relevant States aged eighteen (18) years or over or who have the consent of their legal guardian (Entrants). 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.
Entry Procedure	Simply build a Wishlist online at teaching.com.au to gain (one) 1 entry. You can enter as many times as you like. Wishlist must remain live until after judging. Entrants must log into their account to create a Wishlist. If an entrant doesn't have an account, they can create one for free.
Draw Details	Draw Date: 24 June, 2024. Draw Time: 9am AEDT. Draw Location: Level 1 122-126 Old Pittwater Road, New South Wales 2100. Draw Method: Electronic random draw from wishlist data created during the promotional period.
Notification of Winners	Winners will be notified via email no later than 11am on the day of the draw.

Redemption Date	Voucher must be redeemed before 24/6/24
Unclaimed Prize Redraw	<p>Redraw Date: 24/7/24</p> <p>Redraw Time: 9am</p> <p>Redraw Location: Level 1 122-126 Old Pittwater Road, New South Wales 2100</p> <p>Redraw Method: Electronic random draw</p>
Notification of Unclaimed Prize Redraw Winners	Unclaimed prize winners will be notified via email and published on the website no later than 25/7/24.
Privacy Policy	https://www.teaching.com.au/page/mta-privacy-policy

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 Promotional Period.
3. 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.
4. Incomplete and 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.
5. 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.

Prize Draw

6. The draw to determine the winner (**Winner**) for the Promotion will be conducted in accordance with the Draw Details. A Winner may win multiple Prizes.
7. Where the Prize (as described in the Schedule) consists of multiple items or Prizes which are each separately redeemable by a Winner, the first such Prize will be drawn on the Draw Date and each subsequent Prize will be drawn on the Subsequent Draw Dates in accordance with the Draw Details.
8. The Winner will be notified as specified in the Schedule.
9. 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 Draw 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.
10. 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).
11. As the Promotion is a game of chance, and subject otherwise to these Terms & Conditions, skill plays no part in determining the Winner and each valid entry will **NOT** be individually judged. Each entry has an equal chance of winning. The Winner will be confirmed by the Promoter.
12. The Promoter's decision is final and no correspondence will be entered into with Entrants regarding the decision.
13. If a Winner's entry is deemed or found to be invalid, the Promoter may redraw or decide on another winning entry. To be eligible, the winner's wishlist must be live in their account on teaching.com.au on the day of the draw.

Prizes

14. The Prize(s) are specified in the Schedule.
15. The Prize will be awarded in the form of an email to the Winner's nominated email address.

Claiming Prizes

16. 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.
17. If any Prize remains unclaimed, a second draw or selection for the Prize will take place in accordance with the Schedule, specifically the Unclaimed Prize Redraw, 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 Redraw Winners.
18. 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

19. **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 16 and the Promoter's Privacy Policy.
20. **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**).
21. **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.
22. **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.
23. **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.
24. **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.

25. **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.
26. **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.
27. **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.
28. **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.
29. **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.
30. **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: 27 March 2024

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