

ELEVATE 2020 – WIN A FREE TICKET WORTH APPROX \$107

TERMS AND CONDITIONS

1. INTRODUCTION

- (a) These terms and conditions (**Terms and Conditions**) shall apply to the “Elevate 2020 – Win a free ticket worth approx. \$107 Contest” (**Win a Ticket to Elevate Contest**) organised by the Young Sikh Professionals Network (**YSPN**) in association with AEK Group.
- (b) By taking part in this Win a Ticket to Elevate Contest, you agree to be bound by these Terms and Conditions and the decisions of YSPN in relation to and in connection with this Win a Ticket to Elevate Contest.

2. QUALIFYING PERIOD

- (c) The Win a Ticket to Elevate Contest will commence on 12.00am, 18 December 2019 and end on 11.59pm, 20 February 2020 or such earlier or later date as YSPN determines. (**Contest Period**).
- (d) YSPN reserves the right to change the Contest Period in its sole and absolute discretion.

3. ELIGIBILITY

- (e) To participate in the Win a Ticket to Elevate Contest, you must:
 - (i) be at least 18 years old (as of the start of the Contest Period);
 - (ii) a university student (as of the start of the Contest Period); and
 - (iii) and must be able to, and must attend, the Elevate 2020 Conference (Elevate 2020) hosted by YSPN in Melbourne on 22 February 2020.

4. PARTICIPANTS

- (f) YSPN has the sole and absolute discretion to determine the eligibility of Participants. Such determination shall be final and conclusive and YSPN is not obliged to give any reasons for its determination.

5. PRIZE, PARTICIPATION PROCESS AND WINNERS

- (g) Each Participant is eligible for one (1) chance to win only one (1) free ‘conference’ ticket to attend the day conference for Elevate 2020 worth approximately AUD\$107 (**Prize**). For the avoidance of doubt, tickets to attend the gala dinner for Elevate 2020 are not included as part of the Prize. There are 15 Prizes to be won but YSPN reserves the right to increase or decrease this amount in its sole discretion.

- (h) During the Contest Period, YSPN may in its sole and absolute discretion post content promoting Elevate 2020 (**Post**) on its social media platforms listed below (**Social Media Platforms**):
- (i) <https://www.instagram.com/yspn>
 - (ii) <https://www.facebook.com/YSPNAU>
 - (iii) <https://www.facebook.com/YSPN.NZ>
 - (iv) https://www.twitter.com/yspn_au
 - (v) <https://www.linkedin.com/company/young-sikh-professional-network/>
 - (vi) <https://elevate2020.yspn.org.au>
 - (vii) <https://yspn.org.au>
- (i) To participate in the Win a Ticket to Elevate Contest, the Participant must:
- (i) comment on a Post and tag 3 other persons in their comment on that Post; and
 - (ii) email info@yspn.org.au from the Participant's university student email account with the following details of the Participant (**Submission**):
 - (A) full name;
 - (B) contact number;
 - (C) a brief description (less than 30 words) on why the Participant considers they should be awarded with a Prize; and
 - (D) cite the relevant Post they commented on by providing details of the time of the Post and the relevant Social Media Platform on which the Post appeared.
- (j) At any given point in time during or after the Contest Period, YSPN shall award, in its sole and absolute discretion, a Prize to a Participant (**Winner**) based on the information contained in Submissions it received and any other factors YSPN considers (in its sole and absolute discretion) desirable to consider. Such determination is final and conclusive and YSPN is not obliged to give any reasons for its determination.
- (k) YSPN may attempt to announce a Winner via any one of the Social Media Platforms (and any other social media platforms elected by YSPN) but is not bound to do so.
- (l) Each Winner may also be notified by email to the email address indicated in their Submission. If the Winner cannot be contacted or does not claim the Prize within 14 days of notification, YSPN reserves the right to withdraw the Prize from the Winner and to pick a replacement Winner.
- (m) YSPN reserves the right to determine in its sole and absolute discretion the number of Prizes to be awarded (and hence the number of Winners). YSPN has absolute discretion to disqualify any Participant that does not meet the criteria set out in these Terms and Conditions.

6. USE OF THE PRIZE

- (n) YSPN reserves the right to, at any time and in its sole and absolute discretion, replace and/or substitute any of the Prize(s) with any other item of a similar value.
- (o) A Prize awarded to a Winner may only be used by the Winner. Prizes are not transferable (to another person or otherwise), or exchangeable for cash, credit or any other item or otherwise (whether partially or wholly). Use of the Prize shall be subject to YSPN's terms and conditions that it determines.
- (p) Each Winner shall be responsible for all costs arising from the use of the Prize (including but not limited to travel and accommodation costs to attend Elevate 2020).

7. USE OF PERSONAL INFORMATION

- (q) By participating in the Win a Ticket to Elevate Contest, the Participants (including the Winners) are deemed to have consented to:
 - (i) the collection, use and disclosure of his/her name for:
 - (A) editorial, advertising, promotional, marketing and/or other purposes; and
 - (B) the purposes of an announcement made under these Terms and Conditions, without any payment and/or compensation except where prohibited by law;
 - (ii) receiving promotional, marketing and other material from YSPN from time to time; and
 - (iii) the application of YSPN's privacy policy (see <https://www.yspn.org.au/privacy-policy/>) to these Terms and Conditions.

8. YSPN'S RIGHTS

- (r) The decisions of YSPN on all matters relating to or in connection with the Win a Ticket to Elevate Contest are final, conclusive and binding. YSPN shall not be obliged to give any reason or engage in any correspondence with any person on any matter concerning the Win a Ticket to Elevate Contest.
- (s) YSPN reserves the right at any time in its sole and absolute discretion to determine, amend, supplement or vary these Terms and Conditions (**Amendment**) without prior notice or consent of any person. Such right includes but is not limited to terminating this Win a Ticket to Elevate Contest and amending the Contest Period, the process for selecting a Winner, the number of Winners to be selected, the eligibility criteria for the Participants and the timing for any acts to be done. Each Participant shall be bound by any Amendment.
- (t) YSPN shall not be responsible or liable for any injury, Loss, Claim or damage suffered by any person (including third parties) as a result of, or in connection with the Win a Ticket to Elevate Contest and/or the redemption or use of the Prizes howsoever arising (whether in contract, tort, negligence or otherwise). For the avoidance of doubt, cancellation of the Win a Ticket to Elevate Contest or any Amendment shall not entitle any party to any Claim or compensation against YSPN for any Loss, injury or damage suffered or incurred as a direct or indirect result of the cancellation or Amendment or any associated acts. In this clause:

- (i) 'Claim' means any claim, action, proceeding, suit, demand, damage, loss, liability, cost or expense (however it arises and whether it is present or future, fixed or unascertained, actual or contingent), including the costs and expenses of defending or settling any claim, action, proceeding, suit or demand, including solicitor's costs on a full indemnity basis; and
- (ii) 'Loss' includes any loss, damage, liability or obligation, compensation, fine, penalty, charge, payment, cost or expense (including any legal cost and expense) however it arises and whether it is present or future, fixed or unascertained, actual or contingent and including any loss of profits, loss of revenue, loss of any contract, consequential loss, loss of goodwill, loss of anticipated profit or damages for lost opportunity, cost of finance or loss of use.

9. GENERAL

- (u) These Terms and Conditions contains the entire agreement between YSPN and each Participant about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by these Terms and Conditions and has no further effect.
- (v) In the event of any inconsistency between these Terms and Conditions and any advertising, promotional, and other materials relating to or in connection with the Win a Ticket to Elevate Contest, these Terms and Conditions shall prevail to the extent of the inconsistency.
- (w) The Win a Ticket to Elevate Contest and these Terms and Conditions are governed by the law in force in New South Wales, Australia without regard to the conflicts of law rules that may require the application of laws of another jurisdiction. Each party submits to the nonexclusive jurisdiction of the courts exercising jurisdiction in New South Wales, Australia and any court that may hear appeals from any of those courts, for any proceedings in connection with this document, and waives any right it might have to claim that those courts are an inconvenient forum.
- (x) Any reference to time in these Terms and Conditions is to the local time in Sydney, Australia.