

# TORRENS GLOBAL EDUCATION SERVICES BRIGHT AWARDS

## TERMS AND CONDITIONS

By entering the Torrens Global Education Services Bright Awards Australia application process, you are agreeing to the following terms and conditions:

### Application

1. Information on how to enter forms part of these Terms and Conditions.
2. The application process opens on 29 March 2021 and closes at 17:00 AEDT on 15 November 2021 (“**Application Period**”).
3. The application process is open to school attendees in Years 10, 11, and 12 and must be Australian citizens or residents.
4. To enter, Applicants must during the Application Period comply with the following (when applicable):
  - a) Applications must be received within the Application Period via <https://www.torrens.edu.au/studying-with-us/why-study-with-us/student-showcase/bright-awards>
  - b) All applications are deemed to be received at the time of receipt by Torrens Global Education Services and NOT at the time of transmission by the Applicant;
  - c) All applications must be the original independent creation of the Applicant; and
  - d) Torrens Global Education Services reserves the right to request the applicant and/or recipient of the grant to provide proof of age and identity. Identification considered suitable for verification is at the discretion of Torrens Global Education Services.

### Selection

5. Written submissions will be accepted by all eligible Applicants and judged by Torrens Global Education Services personnel.
6. The selection committee panel consisting of Torrens Global Education Services qualified representatives (Program Directors) and employer representatives chosen by Torrens Global Education Services will select those Applicants with the most suitable and feasible written submissions from the first round.
7. The selection committee will choose 8 successful Applicants that have provided a submission. Each of these 7 successful Applicants will be from one of the following academic verticals: Graphic Design, UX and Web, Photography, Film, 3D Animation, Games, Fashion and Interior Design. As finalists, the 8 successful Applicants will each be awarded a grant of \$1,000 and their school will be awarded \$3,000.
8. Torrens Global Education Services 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 Torrens Global Education Services to enforce any of its rights at any stage does not constitute a waiver of those rights.
9. Torrens Global Education Services is neither responsible nor liable for late, lost or misdirected applications, or applications not received by Torrens Global Education Services for any reason whatsoever. Applicants should not send in original copies of their applications. No responsibility will be taken by Torrens Global Education Services in the event that the original application is lost or damaged in editing.

10. The decisions of the selection committee panel and executive judging panel will be made in the absolute discretion of the panels (based on its view of the creativity of the video submission and the performance of chosen Applicants in the presentation) and its decision will be final.
11. The successful Applicants of the first round will be notified by Jessica Salibi by phone and/or email. The 7 finalists will be announced on 6 December 2021.

### **Prize**

12. There will be eight grants provided in Australian dollars to a value of \$1,000 each awarded to successful Applicants (and their school will be awarded \$3,000) chosen as finalists from one of the following academic verticals: Graphic Design, UX and Web, Photography, Film, 3D Animation, Games, Fashion and Interior Design.
13. The grant must be taken in the form offered and the grant is not transferrable.
14. Tax implications may arise from the grant and the finalists should seek independent financial advice prior to acceptance of the grant.
15. If for any reason this application process is not capable of running as planned (including but not limited to) technical failures, unauthorised intervention, fraud or any other causes beyond the control of Torrens Global Education Services which corrupts or affects the administration, security, fairness, integrity or proper conduct of this application process, Torrens Global Education Services reserves the right in its sole discretion to disqualify any individual who tampers with the application process, and to cancel, terminate, modify or suspend the application process.

### **Obligations of winners**

16. Torrens Global Education Services and its institutions are not liable for any matters (including death and injury) occurring in relation to the finalists not directly related to their activities for the application process.
17. By accepting the grant, the finalists are required:
  - (a) to complete written blog materials, appear in marketing videos and represent Torrens Global Education Services institutions as a brand ambassador as reasonably requested by Torrens Global Education Services, take part in marketing activities and events (such as open days, information evenings, workshops) and to provide testimonials if so required;

### **Conduct of winners**

18. Successful Applicants will be acting as a brand ambassador for the Torrens Global Education Services institutions. Serious misbehaviour or detrimental conduct may lead to Torrens Global Education Services withdrawing all or part of the grant. The successful Applicant is responsible for their own actions and behaviour and Torrens Global Education Services and its institutions accept no liability for those actions.

### **Miscellaneous**

19. Torrens Global Education Services Pty Ltd ACN 603 224 728 is arranging this application process and is working in conjunction with the following Torrens Global Education Services institutions: Torrens University Australia Ltd ACN 154 937 005, Think: Colleges Pty Ltd ACN 050 049 299, and Media Design School NZBN 9429 039 667 366.
20. Except for any liability that cannot be excluded by law, Torrens Global Education Services 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 Torrens Global Education Services control); (b) any theft, unauthorised access or third party interference; (c) any application or grant claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by Torrens Global Education Services) due to any reason

beyond the reasonable control of Torrens Global Education Services; (d) any variation in grant value to that stated in these Terms and Conditions; (e) any tax liability incurred by the finalists or an Applicant; (f) participation in the application process and/or (g) redemption of the grant by the finalists.

21. The Applicants agree that Torrens Global Education Services 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 and video will not infringe those rights or the rights of any third person.
22. Application details remain the property of Torrens Global Education Services. The personal information of Applicants will be collected by Torrens Global Education Services for the purpose of conducting and promoting this application process (including for the purpose of identifying and notifying the finalists). Without limiting the foregoing, Torrens Global Education Services may disclose the personal information of Applicants to other parties assisting in the administration of the application process including to Torrens Global Education Services related entities, external service providers and authorities that regulate this application process. Torrens Global Education Services, 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.
23. 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.