

**TORRENS UNIVERSITY AUSTRALIA LIMITED**  
**SCHOLARSHIP COMPETITION – IN COLLABORATION WITH**  
**FASHION QUEENSLAND**

**TERMS AND CONDITIONS**

By entering the Torrens University Australia Limited (“**Torrens**”) Scholarship Competition (“the **Competition**”) Australia (AU) Game of Skill Competition, you are hereby 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 11:00am 15<sup>th</sup> September 2023 and closes on 11:59pm 31 October 2023 (“**Application Period**”).
3. The Competition is open to
  - a. Any existing domestic Queensland residents looking to commence their studies at the Torrens Brisbane campus at 90 Lower Bowen Terrace, Fortitude Valley QLD 4006 or online on or before 15 July 2024 (“**Applicant**”)
  - b. Any other Queensland domestic residents looking to re-locate and commence and complete their study on-campus at the Torrens Brisbane campus located at 90 Lower Bowen Terrace, Fortitude Valley QLD 4006 on or before 15 July 2024 at (“**Applicant**”)

in one of the following courses:

- Diploma of Branded Fashion Design
- Bachelor of Branded Fashion Design
- Diploma of Fashion Marketing & Enterprise; or
- Bachelor of Fashion Marketing & Enterprise (“**Courses**”).

4. To enter, Applicants must during the Application Period, comply with the following:
  - a) Submit a “moodboard” that captures the style you would like to develop as a designer, or the fashion enterprise you would like to build, or the role you would like to play in the industry as well as describing why, in approximately 100 words or less to support your creative piece (“**Submission**”);
  - b) All Submissions must be completed and submitted online within the Application Period. All Submissions are deemed to be received at the time of receipt by Torrens and NOT at the time of transmission by the Applicant;
  - c) All Submissions must be the original independent creation of the Applicant;
  - d) By uploading a Submission, you hereby grant Torrens a perpetual, world-wide, non-exclusive, unrestricted, non-revocable, royalty-free licence to use, modify, adapt, reproduce, publish, transmit, exploit and otherwise maintain the Submission and utilise it for promotional material. You agree to waive any moral rights (as defined by the *Copyright Act 1968* (Cth)) which you or any other person may have in respect of a Submission; and
  - e) You agree that you will not upload or otherwise provide any Submission which is (i) inaccurate, misleading, defamatory, fraudulent, unlawful, threatening, intimidating, harassing, harmful, hateful, abusive, tortious, vulgar, obscene (including submissions which contain sexually explicit language or images), invasive of another's privacy, sexist, racist, homophobic, violent, degrading or confidential; (ii) impersonates another person or entity; or (iii) violates any law, statute or regulation.

## Selection

5. The judging panel consists of Torrens qualified representatives and personnel as well as a representative from Churchill Creative Pty Ltd (“**Judging Panel**”) and will select one (1) Submission which is the most suitable and creative (“**Winner**”).
6. This is a game of skill, and the decisions of the Judging Panel will be made in the absolute discretion of the Judging Panel (based on its view of the creativity of the Submission) and its decision will be final. No further correspondence will be entered into.
7. Torrens reserves the right to verify the validity of Submissions 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 a Submission that is not in accordance with these Terms and Conditions. Failure by Torrens to enforce any of its rights at any stage does not constitute a waiver of those rights.
8. Torrens reserves the right to verify the validity of residency at any time during their studies, and reserves the right to disqualify any Applicant who is not in accordance with these Terms and Conditions. Failure by Torrens to enforce any of its rights at any stage does not constitute a waiver of those rights.
9. Torrens is neither responsible nor liable for late, lost or misdirected Submissions, or Submissions not received by Torrens for any reason whatsoever. Applicants should not send in original copies of their Submissions. No responsibility will be taken by Torrens in the event that the original application is lost or damaged in editing.
10. The Winner will be announced 3 November 2023 3:00pm EST. The Winner will be notified by phone and/or email on 3 November 2023.

## Prize

11. A prize in the form of a scholarship award (“**Scholarship**”) will be awarded to the Winner. The prize must be taken in the form offered and is not transferrable. The Scholarship:
  - a) applies to Torrens tuition fees for the Course the Winner is enrolled in only.
  - b) is not available in conjunction with any other scholarships.
  - c) is only available for the Courses with studies to be commenced in Brisbane campus or online.
  - d) is only applicable until the Course end date. Extensions will only be granted in extenuating circumstances and at Torrens’s discretion.
  - e) is awarded for a specific study intake and cannot be transferred to a new start date – intakes include Main intake 1 - 19 February 2024, Accelerated intake 1 - 1 April, Main Intake 2 – 3 June or Accelerated Intake 2 – 15 July 2024.
  - f) has a maximum tuition reduction of 50% per subject, per trimester for the entire duration of their Course.
  - g) the Winner may defer for a maximum of one (1) trimester. Any further requests for deferment or withdrawal will result in forfeit of the remainder of the Scholarship (or the entire Scholarship if the studies have not yet commenced).
  - h) the Scholarship is subject to the Winner satisfying the eligibility criteria.
  - i) the Scholarship is only available to new students who have not been previously enrolled in the same Course at Torrens.

## Conduct of Winners

12. Winners will be acting as a student ambassador for Torrens. The Winner will be required to participate at various Brisbane fashion events and activities as a representative of Torrens. Serious misbehaviour or detrimental conduct may lead to Torrens withdrawing all or part of the Scholarship. The Winner is responsible for their own actions and behaviour and Torrens and its institutions accept no liability for those actions.

## **Privacy**

13. Any data collected for marketing purposes from this Competition will be strictly in accordance with the *Privacy Act 1988*.
14. Torrens has a comprehensive Privacy Policy that shall be followed for any information provided to Torrens.
15. Application details remain the property of Torrens. The personal information of Applicants will be collected by Torrens 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 may disclose the personal information of Applicants to other parties assisting in the administration of the application process including to Torrens related entities, external service providers and authorities that regulate this application process. Torrens, 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.
16. Should you not wish for your details to be used for these purposes, please contact [legal@torrens.edu.au](mailto:legal@torrens.edu.au).

## **Indemnity**

17. Except for any liability that cannot be excluded by law, Torrens and each of its related body corporates (including their officers, directors, employees, servants, agents and affiliates) shall not be liable for any loss, damage, liabilities, claims or expenses whatsoever arising out of or referable to the Applicant's participation in the Competition excluding all liability (including negligence) for any personal injury or death; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way including, but not limited to, where arising out of the following: (a) any technical difficulties or equipment malfunction (whether or not under Torrens control); (b) any theft, unauthorised access or third party interference; (c) any application or Prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by Torrens) due to any reason beyond the reasonable control of Torrens; (d) any variation in Prize 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 Prize by the successful Applicant.

## **Force Majeure**

18. Neither party shall be liable in damages or have the right to sue for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license and restrictions that may arise to COVID-19), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

## **Miscellaneous**

19. Torrens University Australia Limited ACN 154 937 005 is arranging this application process and is working in conjunction with Churchill Creative Pty Ltd ACN 624 444 319 as well as the following Torrens institutions: Torrens Global Education Services Pty Ltd ACN 603 224 728, Think: Colleges Pty Ltd ACN 050 049 299, and Media Design School NZBN 9429 039 667 366.
20. The Applicant agrees that Torrens 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.
21. Torrens reserves the right in its sole discretion to disqualify any individual who tampers with the application process (including but not limited to conduct which corrupts or affects the administration, security, fairness, integrity or proper conduct of the Application process) and to cancel, terminate, modify or suspend the individual from the Application process.

22. 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.