

Leadership Program Terms

1. These Leadership Program Terms apply to persons (“you” or “your”) who participate in the Leadership Program owned and operated by Insearch Ltd ABN 39 001 425 065, CRICOS provider code: 00859D trading as UTS Insearch (“we” or “us” or “our”). For specific terms applicable to our Masterclasses and competitions, please refer to our “Masterclass Terms” and “Competition Terms” respectively.
2. Please read the “Leadership Program”, “Masterclass” and the “Competition” Terms (“Terms”) before participating in the Leadership Program. By participating in the Leadership Program, you signify your consent and agreement to the Terms.
3. We reserve the right to change the Terms at any time. If we amend the Terms, we will notify you. You will be deemed to have accepted an amendment after the amendment has been notified to you and other participants via www.insearch.edu.au, and you attend the Leadership Program. In addition, the Leadership Program is at our sole discretion and is subject to variation or cancellation without notice or liability to you.
4. To the extent permitted by law:
 - a) We, and all third parties involved in the preparation, production and presentation of the Leadership Program (and the Masterclasses that are a part of the Leadership Program) and materials and competitions for the Leadership Program (“Third Parties”), will be under no liability whatsoever to you in respect of any loss (including loss of data, authorised access to data and consequential loss), damage, expenses, death or personal injury suffered or incurred arising out of, or in connection with the Leadership Program whether arising from any act or omission negligent or otherwise by us or Third Parties;
 - b) All warranties, conditions and other terms implied by law are excluded from these Terms. We give no warranties, express or implied, as to the fitness for purpose or suitability of the Leadership Program; and
 - c) You indemnify us and each member of our personnel on a full and continuing indemnity basis form and against any liability or claim arising directly or indirectly in relation to your breach of these Terms or any act or omission (including negligence) by you.
5. You consent to us or Third Parties filming, photographing or otherwise visually and/or audio recording you and making use of your name, likeness, image, picture, voice, statements, testimonials, quotations or of any materials uses, arising from or created during the Leadership Program (including competition entries) (“Materials”) for promotional and marketing and publicity purposes in any media worldwide without any fee being paid to you. We and Third Parties are not liable for any errors or omissions contained in the Materials.
6. You acknowledge that we or Third Parties, as appropriate, will be the sole owner of all rights (including copyright and other intellectual property rights) in the Materials. You assign any intellectual property rights you may have in the Material to us or to Third Parties, as appropriate.
7. Otherwise than as part of a competition, you may not film, photograph or otherwise visually and/or audio record any part of the Leadership Program without our prior consent, which we may withhold or give in our absolute discretion.
8. The copyright and other intellectual property rights for any promotional materials and any materials used at the Masterclasses that are a part of the Leadership Program (including course notes, slides, brochures, articles and case studies) belongs to us and/or the Third Parties and may not be reproduced in any medium without our prior written consent and/or the Third Parties which we and/or the Third Parties may withhold or give in our and/or the Third Parties’ absolute discretion. You may use such materials for your own personal purposes only and may not reproduce, publish or deal with such materials in any way for any commercial use.
9. No part of the Leadership Program can be transferred, exchanged or redeemed for cash.

10. We are bound by the Privacy Act 1988 (Cth). Your personal information will be collected by or on behalf of us to enable us to conduct the competitions, the Leadership Program (and the Masterclasses that are a part of the Leadership Program) and for the purposes of the Leadership Program. We may publicise and retain the name of competition winners as required by relevant legislation and may pass on your contact details to Third Parties, including regulatory authorities, entities which supply and deliver the prizes to the competition winners, and marketing and communications agencies where necessary for the purposes of the Leadership Program.
11. Subject to the foregoing, we will handle your personal information in accordance with our privacy policy which you can access at <https://www.insearch.edu.au/privacy> You may access, change and/or update your personal information by contacting privacy@insearch.edu.au
12. Our Terms shall be governed by the laws of New South Wales and you hereby submit to the exclusive jurisdiction of the Courts of New South Wales.
13. Failure by us to enforce any of our rights in these Terms at any stage does not constitute a waiver of those rights. Our legal rights to recover damages or other compensation from you are reserved.
14. If you have any questions about any of our Terms please feel free to email us on leadership@insearch.edu.au

Participation in the Leadership Program

15. Students will be invited to join the Leadership Program depending on their academic study plan. As a general rule, this follows as such:
 - a) UTS Foundation Studies / UTS package – students participate in the holiday period before their final semester of UTS Foundation Studies provided they are doing well academically.
 - b) UTS Foundation Studies / Diploma / UTS package – students participate in the holiday period before their second semester of diploma, not during UTS Foundation Studies.
 - c) Diploma / UTS package – students participate in the holiday period before their second semester of diploma.
16. Exact dates to be communicated to eligible students in advance.

Masterclass Terms

These Masterclass Terms must be read in conjunction with the Leadership Program Terms and the Competition Terms. These terms take priority over the Leadership Program Terms to the extent of any inconsistency. Participation in the Masterclasses that are a part of the Leadership Program is offered only to participants of the Leadership Program.

17. Places are secured at the Masterclass on a “first in first served” basis to participants of the Leadership Program. All Masterclass numbers are capped at a number determined in our discretion and we reserve the right to modify the cap number as is deemed necessary. We shall not send you tickets for the Leadership Program. We will have your name on the attendee list and you shall be provided with access to the Leadership Program. Masterclasses are held for over two days starting at approximately 9:30am and finishing at approximately 4:30pm. Catering for morning tea, lunch and afternoon tea will be provided.
18. We reserve the right to change the published program for the Leadership Program and the Masterclasses that are a part of the Leadership Program (including the publicised speakers) or materials, cancel, postpone, change the venue location or change the start and finish times of the Masterclasses. To the extent permitted by law, we are not liable for any cancellation or variation to the Leadership Program and/or any Masterclass that is a part of the Leadership Program.
19. You are responsible for making and paying for your own travel and accommodation arrangements to and from the Masterclasses. If you are late at the Masterclass or prevented from attending the

Masterclass due to travel delays or any other circumstances, we will not wait to start the Masterclass until you arrive.

20. If you have any disability or medical condition that requires us to make special arrangements for you, please email us at leadership@insearch.edu.au at least 2 weeks prior to the date of the applicable Masterclass.
21. To get the most out of the Masterclass you are expected to be ready at the start time and leave at the finish time. If you arrive late or leave early you are expected to do so quietly causing minimal disturbance to the class. You must inform us of any such arrangements or disturbances prior to the Masterclass starting.
22. If you act in any way which in our opinion is likely to cause any harm or nuisance to any person at the Masterclass, you will be required to leave the Masterclass.
23. You can receive points during a Masterclass in the form of tokens which will contribute towards your entry into the Competition in Schedule 1. Points are not transferrable and must not be given to any other person. At the end of each day you must give your tokens to a Leadership Program representative in your personalised envelope to be recorded.
24. You must comply always with the health and safety policy of the Masterclasses venue. You must comply with all requests from us or the venue about health and safety and failure to do so will result in you being asked to leave the Masterclass. You may not bring any equipment or items of a hazardous or dangerous nature to Masterclass.
25. You must not cause any damage to any part of the venue (including outside areas, and all inside walls, flooring, fixtures and fittings). You are solely liable for any damage caused by you to any such area of the venue and shall fully reimburse us (and indemnify us) in relation to any damage so caused.
26. You must keep your personal belongings with you at all time. We accept no liability for any damage to, loss of or theft of any of your belongings or other items brought to the Workshop by you.

Competition Terms

These “Competition Terms” apply to all competitions in the Leadership Program, each of which are set out as Schedules One and Two. For the specific terms and conditions applying to each competition (such as prizes and entry requirements), please refer to Schedule One or Schedule Two (“the Schedules”), as appropriate. These Competition Terms must be read in conjunction with the Leadership Program Terms, the Masterclass Terms. These Competition Terms take priority over the Leadership Program Terms and the Masterclass Terms to the extent of any inconsistency. Defined Terms have the meaning given to them in the Schedules.

PART A - INTRODUCTION

1. The promoter of the Competition is the Promoter.
2. Information on who can enter and prize details form part of these Competition Terms.
3. By participating in the Competition, Entrants accept and agree to be bound by these Competition Terms. For the avoidance of doubt, the Competition Terms include Schedule One or Schedule Two, as appropriate.
4. Entries must comply with these Competition Terms to be valid.
5. Where there is an inconsistency between the Schedules and the Competition Terms, the Schedules will prevail.

PART B - ELIGIBILITY

6. Entry is open only to the Entrants, excluding the Exclusions.
7. This Competition will be conducted during the Entry Period. Entries must be received by the Promoter during the Entry Period. Entries received after the Entry Period will not count towards the Competition. The Promoter is not responsible for any late, lost or misdirected entries.

PART C – HOW TO ENTER THE COMPETITION

8. To enter, Entrants must complete the Entry, subject to the Limit of the relevant Schedule.
9. Entries must be new and original and must not have been published previously or used to win prizes in other competitions.
10. An Entry cannot be modified after it has been submitted.
11. The Promoter reserves the right, at any time, to request verification of the age, identity, residential address or any other information relevant to an Entrant's participation in the competition. The Promoter reserves the right to disqualify an Entry if it contains false information or if an Entrant fails to provide information that is reasonably requested by the Promoter.
12. The Promoter reserves the right, in its sole discretion, to refuse to accept entries which are incomplete, indecipherable, offensive, obscene, defamatory, libellous, threatening, harassing, hateful, racially or ethnically offensive or encouraging conduct that would be considered a criminal offence, gives rise to civil liability, do not comply with these Competition Terms or which contravene any applicable laws or regulations.
13. The Promoter reserves the right, in its sole discretion, to disqualify an Entrant if they breach any of these Competition Terms, engage in unlawful or improper conduct or otherwise acts to cheat or undermine the fairness of the competition by including but not limited to, tampering with, or using or exploiting errors in, the entry process to obtain a competitive advantage over other entrants.
14. Entrants must use their own existing social media accounts and not create new accounts for the competition. Any social media posts must be made public for the duration of the Leadership Program to be eligible for the prize. Posts made to private social media accounts will be deemed ineligible for the prize.
15. An Entrant warrants that:
 - a) the Entrant has full power and authority to enter the Competition;
 - b) the Entrant's Entry to this competition, including any posts, is his or her own, original work and that the Entry will not infringe the Promoter's intellectual property rights or any other third party; and
 - c) any details provided with an Entry are true and accurate;

and the Entrant agrees to indemnify the Promoter against any loss or damage resulting from any breach of warranties provided under these Competition Terms.

PART D - JUDGING

16. The Competition is a game of skill. Chance plays no part in determining the winner(s). All entries will be judged individually on their merits based on the Judging Criteria.
17. Judging will take place at the Prize Determination. Entries will be judged by a panel of judges appointed by the Promoter.

18. The number of winning entries to be selected will be the same as the total number of Prizes specified in the relevant Schedule.
19. The Judges' decision will be final and binding and no correspondence with entrants or any other person will be entered into.
20. Each winner will receive a Prize.

PART E - PRIZES

21. Each Prize is not transferrable, exchangeable or redeemable for cash.
22. The Entrant participates in this Competition at his or her own risk.
23. If a Prize is unavailable for reasons beyond our control, we reserve the right to substitute the Prize with a prize of equal or greater monetary value. This right is subject to any applicable legislation, regulations or directions from a regulatory authority.
24. Prize winners are responsible for collecting their Prize from a location to be nominated by the Promoter at the relevant time.
25. All taxes (excluding GST, if any) which may be payable as a consequence of receiving a Prize are the sole responsibility of each winner.
26. A winner's use of the Prize is entirely at their own risk. The winner releases the Promoter from and indemnifies the Promoter against any liability arising from the winner's acceptance and use of the Prize.

PART F - NOTIFICATION AND CLAIMING THE PRIZE(S)

27. The Winner will be notified in accordance with the Notification.
28. The Winner must claim the Prize within the Claim Period. The Promoter will not be responsible for any delay, loss or damage to the Prize once it has left the Promoter's or supplier's premises.
29. The Promoter may request each winner to provide proof of their identity and/or proof that they were responsible for the winning entry.
30. Each winner agrees to participate and cooperate, as required, in all publicity activities relating to the competition, including, without limitation, being interviewed, photographed, filmed and recorded.
31. It is the responsibility of each entrant to notify the Promoter of any change to their contact details.

PART G - UNCLAIMED PRIZES

32. If the Winner is unable to comply with these Competition Terms and/or does not claim the Prize within the Claim Period, the Promoter reserves the right to award the Prize to the Entrant with the next best Entry, as determined by the judges at the Unclaimed Prize Determination or cancel the prize.

PART H – SOCIAL MEDIA

33. If entry is via Facebook, Instagram or any other social network or if the Competition is promoted on Facebook, Instagram or any other social network, the Competition is in no way sponsored,

endorsed, administered by or associated with the same and the Entrant agrees to grant Facebook, Instagram or the other social network, as the case may be, a complete release from any claims that the Entrant now has or may have in the future which relate to or are incidental to the Competition. The Entrant acknowledges and agrees that:

- a) any information the Entrant provides in connection with the competition is provided to the Promoter and not to Facebook, Instagram or any other social network; and
- b) any questions, comments or complaints regarding the competition will be directed to the Promoter and not to Facebook, Instagram or any other social network.

PART I - TERMINATION OF COMPETITION

34. The Promoter reserves the right to vary the terms of, or cancel, the competition at any time without liability to an Entrant or other person and will do so by announcing it on its website.

PART J- RISK AND LIABILITY

35. The Promoter, its related bodies corporate and the suppliers, agencies and other companies involved in this Competition assume no responsibility for any error, omission, interruption, defect, delay in operation or transmission, or loss or damage to data.

36. If this Competition is not capable of running as planned for any reason (including as a result of technical failures, fraud or causes beyond the Promoter's control), the Promoter may, in its sole discretion, cancel, suspend or change the Competition and re-commence it on similar terms, subject to any directions by regulatory authorities.

SCHEDULE ONE	
Promoter	Insearch Ltd ABN 39 001 425 065, CRICOS provider code: 00859D trading as UTS Insearch
Competition	Leadership Program – Masterclass Competition
Entrants	International and domestic students: <ul style="list-style-type: none"> a) who are enrolled in a Diploma or UTS Foundation Studies for the 2020 academic year; and b) who are participants in the Leadership Program; c) who meet the academic entry requirements for study at UTS Insearch; and d) who participate in both days of one of the Leadership Programs (Entry Period) and the Masterclasses held by the Promoter as part of its Leadership Program.
Exclusions	Employees of the Promoter and the suppliers and agencies associated with this Competition, and the immediate family of all such employees.
Entry Period	Each Leadership Program will include Masterclasses that the Entrants will participate in. For the 2020 academic year, the Leadership Programs are as follows: <ul style="list-style-type: none"> • Program 1 March • Program 2 June • Program 3 October
Entry	Entrants will enter the Leadership Program - Masterclass Competition by registering for and attending a Leadership Program in accordance with the Masterclass Terms and then participating in the Masterclasses and accumulating points at multiple times throughout the Masterclasses in accordance with these Entry details: <ul style="list-style-type: none"> A. Opportunities to accumulate points will be announced during the masterclasses by the presenter/facilitator. The presenter/facilitator will award points on-the-spot in the form of tokens and will be awarded based on completion of announced tasks as instructed by the facilitator. B. Points allocated in the form of tokens during the Masterclasses must be placed in the personalised envelope collected at registration and handed to Leadership Program representatives at the end of each day of the Leadership Program. C. Envelopes and/or tokens are individual to students and cannot be given to other students for any reason. Only tokens awarded to the Entrant will be counted towards their entry. D. Entrants may also score points by posting on their existing (subject to clause 14 of the Competition Terms) social media accounts during the masterclass and using the hashtags and handles as announced during the masterclasses, in accordance with the following: <ul style="list-style-type: none"> • Posts must be made public, so they can be judged by the Promoter’s social media specialist. Posts made to private social media accounts will not be eligible; • Posts must use the hashtags and/or handles announced during the applicable masterclass; • Students may post as many times as they want, however each post must be a new, original post, using the relevant hashtags and/or handles applicable to their Masterclass;

	<p>E. Points will be awarded to the top post from each of the below categories per Masterclass as follows:</p> <ul style="list-style-type: none"> • Text only post equals 5 points; • Photo post with caption equals 10 points; and • Video post with caption equals 20 points. <p>F. Promoter reserves the right to:</p> <ul style="list-style-type: none"> • select more than 3 top posts if there are more posts that demonstrate the requisite qualities; and/or • not to select and award points if posts do not demonstrate the above qualities, and /or if there are not a sufficient number of posts made. <p>G. Points gained through social media will be added to the Entrant's accumulated points.</p> <p>H. Students not complying or caught cheating will be disqualified from this Leadership Program – Masterclass Competition in the Promoter's sole discretion.</p>
Judging Criteria	<p>The top 3 social posts per Masterclass will be chosen by the Promoter based on quality, creativity and exemplification of leadership qualities.</p> <p>The overall winner(s) will be the top three (3) Entrants with the most points per Leadership Program.</p> <p>However, the number of winners may be increased or reduced at the absolute discretion of the Promoter and any change to the above will be announced at the beginning of each masterclass.</p>
Limit	Entrants can only enter the Competition once however can compete for as many points as they wish.
Prize	One (1) unpaid work experience placement per winner for the duration of 35 hours over the course of four to six weeks with a company nominated by the Promoter.
Total number of Prizes	<p>Nine (9) x Prizes in 2020 (three (3) Prizes per Leadership Program).</p> <p>However, the total number of Prizes may be increased or reduced at the absolute discretion of the Promoter and any change to the above will be announced at the beginning of each Leadership Program.</p>
Prize Determination	At the end of the second day; day two (2) of the Leadership Program.
Notification	In person, at the end of the applicable two (2) day Leadership Program and each winner will also be notified via email two (2) business days after the Prize Determination.
Claim Period	<p>a) Winners must enrol in the work experience placement online within two (2) weeks of receiving email Notification set out above (Enrolment Period). The email will contain the web link for enrolment; and</p> <p>b) Subject to point c) below, Winners must undertake the work experience within three (3) months of their online enrolment (Work Experience Claim Period).</p> <p>c) For Winners aged under 18 years old at the time of Prize Determination, they must enrol in the work experience placement within the Enrolment Period in accordance with point a) above. However, the Promoter will work with the winner to agree on an amended claim period within which they are to undertake the work experience after that winner turns 18 (Under 18 Winner Work Experience Claim Period).</p>

	If a winner fails to enrol and/or undertake the work experience within these Claim Periods, the Prize will be forfeited, and no alternative prize will be offered.
Unclaimed Prize Determination	<p>a) If a winner has not enrolled in the work experience placement during the Enrolment Period, within two (2) business days of the expiry of the Enrolment Period the winner forfeits the Prize and the Promoter reserves the right to award the Prize to the Entrant with the next best Entry in accordance with clause 32 or cancel the prize; and</p> <p>b) If a winner has not commenced a work experience placement by the end date of the Work Experience Claim Period and/or the Under 18 Winner Work Experience Claim Period (as applicable) then that winner's enrolment will be void, the winner forfeits the Prize and within two (2) business days of the Work Experience Claim Period and/or the Under 18 Winner Work Experience Claim Period (as applicable) the Promoter reserves the right to award the Prize to the Entrant with the next best Entry in accordance with clause 32 or cancel the prize.</p>
Career Prize Package Competition	Winners who forfeit the Prize in accordance with the Claim Period and Unclaimed Prize Determination above are not eligible to enter the Leadership Program – Career Prize Package Competition set out in Schedule Two.

SCHEDULE TWO	
Promoter	Insearch Ltd ABN 39 001 425 065, CRICOS provider code: 00859D trading as UTS Insearch
Competition	Leadership Program – Career Prize Package Competition
Entrants	Winners from the Leadership Program – Masterclass Competition who have satisfactorily completed their work experience placement (as determined by the Promoter in its absolute discretion).
Exclusions	Employees of the Promoter and the suppliers and agencies associated with this Competition, and the immediate family of all such employees.
Entry Period	Starts at 09:00 hours AEST (or AEDT, as applicable) on the day following the Entrant's completion of their work experience placement and ends at 16:00 hours AEST (or AEDT, as applicable) 10 business days later.
Entry	<p>The Entrant is to submit an answer to the following question to leadership@insearch.edu.au</p> <p><i>How has the Leadership Program made me a more confident leader?</i></p> <p>Entries may take the form of a video, written entry (eg blog, letter, story, poem etc) or graphic format.</p>

Judging Criteria	<p>Entries will be judged on their creativity, originality and their exemplification of leadership qualities.</p> <p>Video entries are to be no longer than 60 seconds and be in mp4 format. Written entries (blog, letter, story, poem etc) are to be submitted in PDF and be no more than 300 words. Graphic/image-based entries are to be in JPG format and no more than 1MB.</p> <p>Entries that do not comply with the above requirements will be deemed ineligible to win the Prize.</p>	
Limit	One (1) entry per Entrant.	
Prize	<ol style="list-style-type: none"> 1. Australian Institute of Professional Pathways (AIPP) Professional Internship in field / industry as relevant as possible to the winner's studies (and subject to availability) for up to 70 hours (over an 8 to 12-week placement) in a reputable Sydney-based company. 2. 4 x 1-hour career development sessions with an AIPP representative. 3. LinkedIn profile development including a professional photo. 4. 1 x Laptop - Dell Latitude 5590 CTO or equivalent. 5. 1 x 12-month gym membership to ActivateFit. Subject at all times to ActivateFit's terms and conditions, including any termination or automatic rollover terms and conditions. <p>Valued at AUD5333.00</p>	
Total number of Prizes	One.	
Prize Determination	Within fifteen (15) business days of the completion of the last work experience placement for the calendar year.	
Notification	Within two (2) business days of Prize Determination, the winner will be notified in person or by phone or email.	
Claim Period	Prize component	To claim each Prize component
	1. 4 x 1-hour career development sessions	Book in and complete sessions as instructed with AIPP within 3 weeks of Notification
	2. Full LinkedIn profile development including a professional photo (1 hour session)	Book in and complete sessions as instructed with AIPP within 3 weeks of Notification
	3. AIPP Professional Internship in field / industry of choice up to 70 hours (over an eight 8 to 12-week placement) in a reputable Australian company	Following prize components 1 and 2, confirm internship availability with AIPP within 2-4 weeks of Notification. Winner must complete Internship within 12-weeks from Internship commencement date.
	4. Laptop - Dell Latitude 5590 CTO	To be collected upon commencement of Internship
5. A 12-month gym membership to ActivateFit	Following completion of components 1-3, Gym Membership is provided	

	<p>If a student fails to claim the elements of the Prize within these Claim Periods, the Prize will be forfeited, and no alternative prize will be offered.</p>
Unclaimed Prize Determination	<p>If the prize and/or a component of the prize has not been claimed within 5 weeks of Notification, the Promoter reserves the right to award the Prize to the Entrant with the next best Entry in accordance with clause 32 and the original winner will forfeit the Prize.</p>