

“TWISTED SCIENCE NAME THE BEARDED DRAGON”

COMPETITION 2021 TERMS AND CONDITIONS

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to all primary level grades (Primary to Year 6) in officially recognised Victorian schools. For the removal of doubt, both public schools and private schools are eligible to enter the competition so long as their school is an officially recognised primary education level school that is registered with the Department of Education.
3. It is the responsibility of the Entrant to organise parental/guardian approval to redeem the prize ("**Excursion to Twisted Science Moorabbin**")
4. Entrant must be willing to redeem the prize, "Excursion to Twisted Science Moorabbin" by 15 December 2021.
5. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.

Promotional Period

6. Promotion commences on 20 July 2021 and final entries close at 11:59pm AEST on 30 August 2021 ("**Promotional Period**").
7. There is one (1) component to this promotion, entry for two winning grades to Twisted Science Moorabbin, 36 Bulli Street, Moorabbin VIC 3189 component ("**Excursion to Twisted Science Moorabbin**")

How To Enter

8. To enter, Entrants must complete the following steps during the Promotional Period:
 - (a) Visit the Twisted Science Name The Dragons page at <https://www.twistedscience.com.au/dragons/> (“**Competition Page**”);
 - (b) Download Twisted Science Name The Dragons A4 Poster and get your students excited about science and reptiles and make it a fun inter-grade activity or a competition.
 - (c) Science Teachers, STEM Communicators or Teacher responsible for respective grade can encourage students from each grade to come up with one (1) or two (2) names suitable for the two Twisted Science Bearded Dragons.
 - (d) Choose two names you think we might pick to name our Bearded Dragons and submit your entries via the Competition Entry Form on our website <https://www.twistedscience.com.au/dragons>
 - (e) Ensure to input all the required details as prompted and submit the fully completed Competition Entry Form.
9. Upon completion of the above steps, subject to verification by the Promoter, entrants will then be eligible to enter the Competition. All entries will be reviewed by the Promoter for compliance with these Terms and Conditions.
10. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant’s identity, role within the school and place of employment) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
11. Incomplete, indecipherable or illegible entries will be deemed invalid.
12. Only one (1) entry with two (2) names are permitted per grade from each school. For the removal of doubt, every primary level grade at an eligible school is entitled to an Entry containing two (2) names.
13. Winners will be announced on Friday, 03 September 2021 and be promoted via the Competition Page and Twisted Science social media, Facebook and Instagram. The winner will be formally notified by email within 7 days of the closing date. If the winner cannot be contacted or do not claim the prize within 14 days of notification, the Promoter reserves the right to pick a replacement winner.

Excursion To Twisted Science Moorabbin Component

14. At the end of the Promotional Period, the Promoter will review all the names and pick two names preferred by the Promoter.
15. Multiple entries of a preferred name by the Promoter will go in to a live draw carried out on Facebook 03 September 11.00 am and will be announced upon completion of the drawn.
16. Any ancillary costs associated with redeeming the Excursion to Twisted Science Moorabbin is not included. Redemption of the Excursion is subject to any terms and conditions of the issuer including those general terms and conditions involving excursions at Twisted Science Moorabbin.
17. The Promoter's decision is final and no correspondence will be entered into.
18. If for any reason a winner does not take a prize at the time stipulated by the Promoter, then the prize will be forfeited.
19. Prizes, or any unused portion of the prize, are not transferable or exchangeable and cannot be taken as cash.

Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.

20. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
21. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
22. Any cost associated with accessing the Competition Page is the entrant's responsibility and is dependent on the Internet service provider used.

23. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act (Cth), as well as any other implied warranties under the ASIC Act (Cth) or similar consumer protection laws in the States and Territories of Australia ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes 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 promotion.
24. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes 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: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of a prize.
25. The Promoter collects personal information ("**PI**") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers and prize suppliers. Entry is conditional on providing this PI. The Privacy Policy of the Promoter can be viewed at <https://www.twistedscience.com.au/about-us/our-privacy-policy/>.
26. Entry and continued participation in the promotion is dependent on entrants following and acting in accordance with the Facebook Statement of Rights and Responsibilities, which can be viewed at www.facebook.com/terms.php and Instagram on <https://www.facebook.com/help/instagram/termsfuse>
27. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram. Entrants understand that they are providing their information to the Promoter and not to Facebook or Instagram. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Facebook or Instagram. Facebook and Instagram will not be liable for any loss or damage or personal injury which is suffered or sustained by an entrant, as a result of participating in the promotion (including taking/use of a prize), except for any liability which cannot be excluded by law.
28. The Promoter is Scientwists Pty Ltd (ABN 14 149 337 557) 02 Radcliffe Street, Echuca, VIC 3564