



'Early Bird Competition' Terms & Conditions

1. Information on how to enter forms part of the terms of entry. Entry into the competition is deemed acceptance of these terms and conditions.
2. Entry is open to all registered schools in Australia who are eligible for a Schools First award in 2010 and who submit an application for a Schools First award between the allocated competition period.
3. The competition commences on Monday, 28 June 2010 at 9:00 (AEST) and concludes on Friday, 9 July 2010 at 17:00 (AEST).
4. To enter, participating schools must visit www.schoolsfirst.edu.au/apply and apply for either a Schools First Seed Funding or Impact award during the Promotional Period. Applications must be made online in order to receive entry into the draw.
5. Incomprehensible and incomplete entries will be deemed invalid.
6. Schools may enter the competition as many times as they like, provided each entry is for a different school-community partnership for which a Schools First award application is submitted. In the event that a school is submitting an application for the same school-community partnership in each of the two available award categories (Impact and Seed Funding), both entries will be deemed valid. Multiple entries received by a school for the same school-community partnership in the same awards category will be deemed invalid.
7. The Promoter reserves the right to request winners to provide proof of identity, proof of residency at the nominated prize delivery address and/or proof of entry validity in order to claim a prize. Proof of identification, residency and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
8. The Promoter reserves the right to verify the validity of entries and to disqualify any entry which, in the opinion of Promoter, includes objectionable content, profanity, potentially insulting, inflammatory or defamatory statements, disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these Terms & Conditions of Entry or who has, in the opinion of Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter. The Promoter reserves the right to disqualify a winner if Promoter becomes aware that the winner and/or the winner's entry is of a type described in this clause.
9. Entries must be received by 17:00 (AEST) on Friday, 9 July 2010. The time of entry will in each case be the time the online application is received by the National Australia bank database. The Promoter accepts no responsibility for any late, lost or misdirected applications including applications not received by the Promoter or delays in the delivery of the application due to technical disruptions, network congestion or for any other reason.
10. The prize includes: 1 x Apple iMac (Quad Core, 27 inch, 2.66GHz), Apple Care Protection Plan (3 Year Extended Warranty).
11. Total prize value is up to = \$2,723.45 (including GST)





12. Prizes cannot be transferred or redeemed for cash.
13. Unless expressly stated in these terms and conditions all other expenses become the responsibility of the winner.
14. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State Regulation.
15. Once prize has left the Promoter's premises, the Promoter takes no responsibility for the prize being damaged, delayed or lost in transit.
16. By accepting the prize, the winner agrees to participate in and co-operate as required with all reasonable media editorial requests relating to the prize, including but not limited to, being interviewed and photographed, filmed and/or chaperoned throughout the duration of the prize.
17. In consideration for the Promoter awarding the prize to the winner, the winner hereby assigns to the Promoter all right, title and interest in and to all copyright in any material created pursuant to the winner's participation in any aspect of the prize (Works). The winner acknowledges that the Promoter is free to use the Works and to exercise its rights in relation thereto and the winner will not be entitled to any fee for such use.
18. In consideration for the Promoter awarding the prize to the winner, the winner hereby permits the winner's image and/or voice, as recorded, photographed or filmed during the winner's participation in the prize to appear in connection with any advertising or marketing thereof, in any media whatsoever throughout the world and the winner will not be entitled to any fee for such use.
19. Prize values are based upon the recommended retail prices at the time of printing (inclusive of GST). The promoter accepts no responsibility for change in prize value between now and the ultimate prize redemption date.
20. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.
21. Each valid entrant who has entered the competition over the duration of the promotional period will be entered into the draw. One valid entrant will be drawn at random to become the winner. The draw will take place at Beinteractive, Level 9, 155 George Street, Sydney NSW 2000, on Thursday, 15 July 2010 at 15:30 (AEST).
22. The winners will be notified within 2 days of the draw. The winners will be notified of their prize in writing. Winners of prizes valued over \$250 will be published in the Public Notices section of The Australian newspaper on Tuesday, 20 July 2010.
23. Should an entrant's contact details change during the promotional period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to Promoter.
24. Subject to any written direction given under relevant State legislation, an unclaimed prize draw will take place at Beinteractive, Level 9, 155 George Street, Sydney NSW 2000 on Tuesday, 30 November 2010 at 15:30 (AEST) and winners of prizes valued over \$250 will have their details published in the Public Notices section of the Australian on Friday, 3 December 2010.
25. The promoter's decision is final and the promoter will not enter into correspondence regarding the Competition result.





26. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements. The winner may be required to sign a legal release in a form determined by the promoter in its absolute discretion.
27. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the competition and recommence it from the start on the same conditions, subject to any written directions given under State Regulation.
28. The Promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prize except for any liability which cannot be excluded by law. The Promoter is not responsible for any incorrect or inaccurate information, either caused by the phone user or for any of the equipment or programming associated with or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.
29. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
30. National Australia Bank, Beinteractive and their associated agencies and companies assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of entries, and reserves the right to take any action that may be available.
31. If for any reason this competition is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this promotion, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the competition, subject to any written direction given under State Regulation.
32. All entries become the property of the Promoter. The Promoter collects personal information about you to enable you to participate in this promotion but no further use of this information will be made without prior consent.
33. All entries become the property of The Promoter. All opt-in entries will be entered into a database and The Promoter may use the entrant's names, addresses and telephone numbers for future promotional, marketing and publicity purposes in any media worldwide without notice and without any fee being paid unless otherwise advised by the entrant. By opting-in, entrants confirm that they allow their details to be used for this purpose. If entrants no longer consent to their details being used for future marketing purposes, the entrant should contact The Promoter on their details set out below. Any request to update, modify or delete the entrant's details should be directed to The Promoter.





34. Beinteractive, on behalf of National Australia Bank, is collecting the entrant's personal information for the purpose of conducting and promoting this competition (including but not limited to determining and notifying winner). The entrant's personal information may be disclosed to Beinteractive for this purpose. If you are not willing for this to occur you cannot participate in the Promotion.
35. Entrants' personal information may be disclosed to State and Territory lottery departments and winners' names published as required under the relevant lottery legislation. A request to access, update or correct any information should be directed to the Promoter.
36. The Promoter is National Australia Bank Limited ABN 12 004 044 937 of Level 4, 800 Bourke Street, Docklands, VIC 3008 ("Promoter").

Authorised under NSW permit no: LTPS/10/05255, ACT permit no: TP10/02413.1.

