

Lesson Plan & Ideas Generator Competition

Key Terms

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| Promotion | Lesson Plan & Ideas Generator Competition |
| Promoter | Modern Star Pty Ltd ABN 101 306 950 122/126 Old Pittwater Rd, Brookvale, NSW 2100, Australia Marketing@teaching.com.au https://www.modernstar.com/ |
| Entry Period | Start Date: 09:00am AEDT 02/02/2025 End Date: 09:00am AEDT 31/03/2025 |
| Prize | The Prize consists of: a) 10 x \$250 MTA Gift Vouchers. Where more than one Prize is available, each Winner may only win one Prize. |
| Total Prize Pool | \$2500.00 |
| Relevant States | All Australian States and Territories |
| Entrants | Entry is open to residents of the Relevant States aged 18 years or over (Entrants). Directors, officers, management, employees and other staff (and the immediate families of directors, officers, management, employees and other staff) of the Promoter or of the retailers, suppliers or companies associated with this Promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or stepchild (whether natural or by adoption), parent, stepparent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, stepsister or first cousin. |
| Entry Procedure | To enter, Entrants must use the MTA chatbot, available on the MTA website, to: <ul style="list-style-type: none"> • generate a lesson plan or teaching idea; • submit their email address when prompted; • agree to the terms and conditions of the promotion; and • submit their entry. |
| Maximum Number of Entries | There is no limit to the number of entries per Entrant. Multiple entries will be accepted. Entrants can receive additional entries by completing bonus challenges using the MTA chatbot. |
| Draw Details | Draw Date: 11/04/2025 Draw Time: 09:00am AEDT Draw Location: 122/126 Old Pittwater Rd, Brookvale, NSW 2100, Australia Draw Method: Electronic random draw |

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| Notification of Winners | Winners will be notified via email & phone no later than 2 business days from the Draw Date. |
| Redemption Date | 31/06/2025 |
| Unclaimed Prize Redraw | <p>Redraw Date: 11/07/2025</p> <p>Redraw Time: 09:00am AEDT</p> <p>Redraw Location and Redraw Method are set out in the Draw Details section above.</p> |
| Notification of Unclaimed Prize Redraw Winners | Unclaimed prize winners will be notified via email & phone no later than 2 business days after the Redraw Time. |
| Privacy Policy | https://www.teaching.com.au/page/mta-privacy-policy |
| Website | means the website on which the Promotion is available for entry. |

Terms & Conditions

1. The Key Terms and these terms and conditions (together the **Terms**) make up the rules for an Entrant's participation in the Promotion. By participating, the Entrant accepts these Terms.
2. To enter the Promotion, Entrants must complete the Entry Procedure during the Entry Period.
3. Entries are deemed to be received at the time of receipt by the Promoter not at the time of transmission by the Entrant.
4. Using automated entry software or any other means to automatically enter the Promotion multiple times is not allowed. If an Entrant does this, all of their entries will be invalid.
5. Incomplete or ineligible entries, as well as entries that breach these Terms or any other content guidelines set by the Promoter, will not be valid. The Promoter reserves the right, at any time, to verify the validity of entries and Entrants (including an Entrant's identity, age and place of residence) and to disqualify any Entrant or Winner.
6. If a dispute arises as to the identity of an online Entrant, the entry will be deemed to have been submitted by the authorised account holder of the email address. The Promoter may ask any Entrant to provide the Promoter with proof that they are the authorised account holder of the email address associated with the entry.

Prize Draw

7. The draw to determine the winning Entrant (**Winner**) for the Promotion will be conducted in accordance with the Draw Details and the Winner notified as set out in the Key Terms.
8. The Winner's full name, city of origin, and postcode will be published on the Website, within 30 days of the Draw Date, or Redraw Date if applicable, for 28 days. It is a condition of entry into the Promotion that the Winner consents to the publication of such information and participates in any media releases which may include photographs of the Winner by the Promoter. By entering this Promotion, Entrants consent to the use of their names and likenesses in this manner.
9. Entrants are responsible for all expenses incurred when entering the Promotion and accessing, claiming and/or using the Prize (unless otherwise stated on the Website).
10. Each valid entry will NOT be individually judged, unless otherwise specified in these Terms. Each entry has an equal chance of winning. The Winner will be confirmed by the Promoter.
11. The Promoter's decision is final and the Promoter will not enter into correspondence with Entrants regarding the decision.
12. If a Winner's entry is found to be invalid, the Promoter may redraw or decide on another winning entry.

Prizes

13. The Prize(s) are specified in the Key Terms. **THE PRIZE IS NOT TRANSFERRABLE AND NOT REDEEMABLE FOR CASH** unless otherwise specified in these Terms.
14. If any Prize is unavailable and the Promoter has used all reasonable efforts to arrange the Prize, the Promoter reserves the right to substitute the Prize with a prize of equal value and/or specification, subject to any written directions from a regulatory authority.
15. The Promoter and/or any supplier of the Prize or any part of the Prize may in their absolute discretion:
 - (a) reserve the right to refuse to allow the Winner or their companion(s) (if any) to take part in any or all aspects of the Prize if they reasonably believe the Winner or their companion(s) (if any) represent a safety risk or for any other reason; and
 - (b) may cancel the relevant component of the Prize if the conditions are deemed dangerous.
16. **(Gift Card or Store Credit)** Where any part of the Prize is a gift card or store credit, the gift card or store credit is redeemable only with the issuing retail partner (**Retail Partner**). Use of the gift card or store credit is subject to the Retail Partner's terms and conditions. The Promoter is not a party to any transaction entered into between the Winner and Retail Partner through which the Winner uses the gift card or store credit and the Promoter has no control over the conduct of any Retail Partner. The cancellation, exchange, variation or refund of any goods and/or services that are the subject of the gift card or store credit is strictly a matter between Winner and Retail Partner. The Prize is not redeemable for cash. The gift card or store credit is valid until the date stated on the gift card or store credit itself.

Claiming Prizes

17. The Prize(s) must be claimed by the Redemption Date in accordance with any claim instructions set out in the Key Terms, or it will be deemed forfeited by the Winner.
18. If any Prize remains unclaimed, a second draw or selection for the Prize will take place in accordance with the Key Terms, specifically the Unclaimed Prize Redraw, subject to any directions from a regulatory authority. The alternative Winner, if any, will be notified in accordance with the Key Terms, specifically Notification of Unclaimed Prize Redraw Winners.
19. The Promoter will deliver the Prize within 90 days of the Draw Date and will be delivered in Australia only. Should circumstances outside the Promoter's control occur, which cause a delay in delivery of the Prize, the Promoter will not be liable.

General

20. **Personal information:** The Promoter collects personal information from all Entrants in order to conduct the Promotion and may, for this purpose, collect, use and disclose such information to third parties, including to agents, contractors, service providers, Prize suppliers and as required, to regulatory authorities. Please see the Promoter's Privacy Policy (linked in the Key Terms) and any privacy collection notice provided, for more information about how the Promoter handles your personal information. By providing personal information to the Promoter, the Entrant agrees to the collection, use, storage and disclosure of that information as described in this clause 20 and the Promoter's Privacy Policy.
21. **Non-Excludable Guarantees:** Nothing in these Terms limits, excludes or modifies or purports to limit, exclude or modify any legislation which cannot lawfully be excluded or limited, including the statutory consumer guarantees as provided under the *Competition and Consumer Act 2010* (Cth) or any other applicable State or Territory legislation (**Non-Excludable Guarantees**).
22. **Consequential Loss:** Despite anything to the contrary, but subject to the Non-Excludable Guarantees, neither party will be liable under these Terms for any consequential, special or indirect loss including loss of profit (including anticipated profit), loss of benefit (including anticipated benefit), loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings (including anticipated savings), loss of reputation, loss of use (including both real and anticipatory) and/ or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise.
23. **Force Majeure:** The Promoter will not be liable for any delay or failure to perform its obligations under these Terms if such delay or failure is caused or contributed to by a Force Majeure Event. **Force Majeure Event** means any event or circumstance which is beyond the Promoter's reasonable control including,

- acts of God including fire, hurricane, typhoon, earthquake, landslide, tsunami, mudslide or other catastrophic natural disaster, civil riot, civil rebellion, revolution, terrorism, insurrection, militarily usurped power, act of sabotage, act of a public enemy, war (whether declared or not) or other like hostilities, ionising radiation, contamination by radioactivity, nuclear, chemical or biological contamination, any widespread illness, quarantine or government sanctioned ordinance or shutdown, pandemic (including COVID-19 and any variations or mutations to this disease or illness) or epidemic.
24. **Social Media:** The use of social media is subject to the prevailing terms and conditions of use of the social media platform. Unless otherwise indicated in these Terms, the Promotion is in no way sponsored, endorsed or administered by, or associated with any social media platform. If an Entrant uses social media to participate in the Promotion, the Entrant understands that they are providing their information to the Promoter and not to any social media platform. Entrants are solely responsible and liable for the content of their entries and any other information they transmit to other Internet users. By participating in the Promotion, the Entrant releases the applicable social media site from all claims, liabilities, suits, actions and expenses, including costs of litigation and reasonable legal costs associate with the Promotion.
25. **Currency:** Unless expressly stated otherwise, a reference in these terms or in any advertisement relating to the Promotion, to Australian dollars, dollars, AUD\$ or \$ is a reference to the lawful currency of Australia.
26. **Amendments:** If for any reason any aspect of this Promotion is not capable of running as planned, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.
27. **Jurisdiction:** These Terms are governed by the laws of New South Wales. Entrants submit to the jurisdiction of the courts of New South Wales.
28. **Dispute Resolution:** In the event of a dispute, Entrants must contact the Promoter and attempt to resolve the dispute in good faith. If the matter cannot be resolved, either party may refer the matter to a mediator. The costs of the mediation will be shared equally between the parties.
29. **Intellectual property rights:** Where the Promotion involves submission of any materials including answers to questions, a statement, idea or opinion, video or voice recordings, images, works of art, designs or photographs (**Content**), all Entrants represent, warrant and agree that:
- (a) the Content must not contain any viruses or cause or be likely to cause any injury or harm to any person or entity;
 - (b) the Content must be the work of the individual submitting it;
 - (c) the Content must not have been published elsewhere or have won a prize in any other competition or promotion;
 - (d) Entrants have obtained all appropriate consents and/or permission relating to a person who appears in, or whose property appears in, the Content;
 - (e) the submission of the Content does not infringe the intellectual property rights of any third party and that the Content they are submitting is their own work and that they own the copyright for it;
 - (f) the Promoter may remove or decline to publish any Content without notice to the relevant Entrant;
 - (g) the Entrant grants the Promoter an irrevocable, perpetual, royalty-free, worldwide, sublicensable and transferable licence to publish, reproduce, distribute, publicly display, and create derivative works of, copy, modify and exploit the the Content in any media now known or in the future devised, for any purpose whatsoever, including advertising, marketing, and promotional purposes, without compensation or notification to you. The Entrant waives all moral rights in the Content to the fullest extent permitted by law; and
 - (h) the Promoter may use their likeness, image and/or voice in the event that the Entrant is the Winner (including photograph, film or recording) in any media whatsoever throughout the world for the purpose of promoting this Promotion or other similar promotions and promoting any products manufactured, distributed and or supplied by the Promoter. The Entrant will not be entitled to any remuneration for such use.

