

## CONDITIONS OF ENTRY

### American Express – Win a Trip to New York Promotion

Promotion Details	
<b>Promoter</b>	National Gallery of Victoria, (ABN: 77 884 986 472) of 180 St Kilda Road, Melbourne, VIC 3006.
<b>Prize Supplier</b>	American Express Australia Limited (ABN: 92 108 952 085) of 12 Shelley Street, Sydney NSW 2000.
<b>Entry Restrictions</b>	<p>Open only to Australian residents who attend the MoMA at NGV exhibition at the National Gallery of Victoria during the Competition Period, except directors, officers, management and employees (and the immediate families of directors, officers, management and employees) of the Promoter, or of the agencies or companies associated with this competition.</p> <p>Entrants must be 18 years of age or over.</p>
<b>Competition Period</b>	10am (AEST) on 8 June 2018 to 5pm (AEDT) on 7 October 2018.
<b>Exhibition</b>	The MoMA at NGV exhibition at the National Gallery of Victoria from 8 June 2018 to 7 October 2018 inclusive.
<b>Entry Method</b>	<p>During the Competition Period, entrants must:</p> <ul style="list-style-type: none"> <li>(a) visit the Exhibition and locate an entry tablet at the exit of the Exhibition; and</li> <li>(b) fully complete the entry form available on the tablet, including by providing their full name, address, email address, phone number and any additional information as required by the Promoter.</li> </ul>
<b>Draw Details</b>	10am (AEDT) on 9 October 2018 at the Promoter's office.
<b>Winner Determination</b>	The first valid entry randomly drawn from all valid entries received during the Competition Period will win the prize.
<b>Prize Details</b>	<p>There is 1 prize to be won.</p> <p>The prize consists of the following:</p> <ul style="list-style-type: none"> <li>(a) Two (x 2) return economy flights (including applicable taxes and surcharges) direct from the winner's nearest Australian capital city to New York, New York, USA, and five (x 5) nights' minimum 4 star accommodation in New York, New York, USA. The prize elements set out in this paragraph are to be booked by the winner via American Express Travel Concierge, and are valued at up to A\$10,000.00 (inc GST).</li> <li>(b) Two (x 2) New York CityPasses, two (x 2) Broadway tickets to "Come From Away" (on dates to be determined by the Promoter to coincide with when the winner takes the trip) and a tour of MoMA. The prize elements set out in this paragraph are to be organised by the NGV and NYC &amp; Co, and are valued at up to A\$500 (inc GST).</li> </ul> <p>The total prize pool is valued at up to A\$10,500.00 (inc GST).</p> <p>The prize must be redeemed within 12 months of the prize draw.</p> <p>All costs and expenses associated with redeeming the prize that are not stated are the responsibility of the winner and their companion.</p>

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	Flights and accommodation will be booked using American Express Travel Concierge. Any additional activities booked with American Express Travel Concierge must be purchased using an American Express Card, or booked with another travel provider if the winner does not hold an American Express Card.
<b>Prize Pool</b>	The total prize pool is valued at up to \$10,500.00 (inc GST).
<b>Entry Limits</b>	Entrants may only enter the competition once.
<b>Winner Notification and Publication</b>	The winner will be notified by phone and in writing within 5 days of the draw and their name and state/territory of residence will be published on <a href="http://ngv.vic.gov.au">ngv.vic.gov.au</a> on 10 October 2018 for a period of 28 days.
<b>Prize Claim Date and Time</b>	Prize must be claimed by 5pm (AEDT) on 15 October 2018 over the phone or in person.
<b>Unclaimed Prize Draw Details</b>	An Unclaimed Prize Draw will be conducted at 10am (AEDT) on 16 October 2018 at the same location as the original draw.
<b>Unclaimed Prize Draw Winner Notification and Publication</b>	Any winner in the Unclaimed Prize Draw will be notified by phone and in writing within 5 days of the Unclaimed Prize Draw and their name and state/territory of residence will be published on <a href="http://ngv.vic.gov.au">ngv.vic.gov.au</a> on 17 October 2018 for a period of 28 days.
<b>Privacy</b>	The information entrants provide will be used by the Promoter and disclosed to the Prize Supplier for the purpose of conducting this competition and for marketing purposes (unless you do not opt-in to such uses). Full details regarding the collection of personal information can be obtained by contacting the Promoter directly or visiting the Promoter's website.

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- 1 Information regarding prizes and how to enter forms part of these conditions. By entering, entrants agree to accept these conditions.
- 2 The competition will be conducted during the Competition Period.
- 3 All valid entries must be received during the Competition Period. Entries are deemed to be received at the time they are received by the Promoter's database and not at the time of submission by the entrant. The Promoter has no control over communications networks and is not liable for any problems associated with them due to traffic congestion, technical malfunction or otherwise. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred. Entrants who enter using multiple phone numbers or aliases may be disqualified. Automatically generated entries may be disqualified.
- 4 The Promoter is not liable for late, lost, incomplete, misdirected, incorrectly submitted, delayed or illegible entries, correspondence or claims for prizes due to error, omission, tampering, theft, destruction or otherwise.
- 5 The draw will be conducted at the time, on the date and at the location as stated in the Draw Details.
- 6 The prize is as stated in the Prize Details. The winner and their companion are responsible for making their own way to and from the winner's closest Australian capital city airport. Flights, accommodation and activities are subject to booking by American Express Travel Concierge and availability. Any additional activities booked with American Express Travel Concierge must be purchased using an American Express Card, or booked with another travel provider if the winner does not hold an American Express Card. Travel must be booked and completed by the first anniversary of the prize draw. The prize cannot be taken during major event/peak/public holiday periods or any other exclusion periods as specified by the Promoter or the Prize Supplier. All other costs associated with the prize not stated, including but not limited to any transfer costs, meals, additional taxes, insurance and other ancillary costs are the responsibility of the winner and his/her companion, as incurred. All components of the prize must be taken during and as part of the trip to New York. The winner and their companion must depart and return at the same time. The prize is subject to any additional terms and conditions (including but not limited to behaviour requirements and applicable dress codes) specified by the prize suppliers, including (without limitation) the Prize Supplier. The winner and their companion/s are responsible for ensuring that they have all necessary documents to travel to New York, USA, including a current passport and any visas or Electronic System for Travel Authorization (**ESTA**) approvals that may be required. Any person taking the trip who is aged under 18 years at the date of the trip must be accompanied by their parent or guardian.
- 7 The Promoter and/or the Prize Supplier are not liable if the winner and/or their companion are unable to attend the Broadway show, the tour of MoMA or any other elements of the prize on the dates and at the times booked by or on behalf of the winner for any reason and no alternative prize(s) will be provided instead.
- 8 The winner will be notified in accordance with the Winner Notification and Publication section of these conditions. By entering this competition, each entrant requests that his or her full address not be published. The winner (and their companion) must, at the Promoter's request, participate in all promotional activity (such as publicity and photography) surrounding the winning of the prize, free of charge, and they consent to the Promoter using their names and images in promotional material.
- 9 The Promoter may require the winner to provide proof of identity, proof of age and proof of residency. Identification considered suitable for verification of these details is at the Promoter's discretion.
- 10 If a winning entry is deemed not to comply with these conditions of entry, the entry will be discarded and a new winner of that prize will be determined by drawing a further valid entry in accordance with paragraph 5, or in accordance with the Unclaimed Prize Draw Details, as applicable.
- 11 The Promoter may, in its sole discretion, disqualify all entries from, and prohibit further participation in this competition by, any person (including without limitation the winner or their companion) who: tampers with or benefits from any tampering with the entry process or with the operation of the competition or acts in violation of these conditions; acts in a disruptive manner or acts with the intent or effect of annoying, abusing, threatening or harassing any other person; or behaves in a manner which may diminish the good name or reputation of the Promoter, the Prize Supplier or any of their related bodies corporate or the other agencies or companies associated with this competition, is contrary to law

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or is otherwise inappropriate. The winner is fully responsible for the acts and omissions of their companion/s and the Promoter may, in its sole discretion, disqualify all entries from, and prohibit further participation in this competition by, the winner and their companion if their companion breaches these conditions, whether or not legally bound by them.

- 12 The Promoter may in its absolute discretion cancel the prize or otherwise cease to provide any benefit of the prize to a winner (and their companion, if applicable) if the winner (or their companion, if applicable), in the opinion of the Promoter, is under the influence of alcohol or any other drug, behaves aggressively or offensively, or behaves in a manner which may diminish the good name or reputation of the Promoter, the Prize Supplier or any of their related bodies corporate or the other agencies or companies associated with this competition, is contrary to law or is otherwise inappropriate.
- 13 The Promoter's decision is final and no correspondence will be entered into.
- 14 The prize is not transferable or exchangeable and cannot be redeemed for cash. The Promoter and the Prize Supplier accept no responsibility for any variation in prize value. If the prize is unavailable for any reason, the Promoter and the Prize Supplier may substitute for that prize another item of equal or higher value as determined by the Promoter and the Prize Supplier, subject to the approval of the relevant gaming authority if required.
- 15 If the prize has not been accepted or claimed in accordance with the Prize Claim Date and Time or if, after making all reasonable attempts, the Promoter cannot contact the drawn winner (or the drawn winner does not contact the Promoter) by the Prize Claim Date and Time, the relevant winner's entry will be deemed invalid and the Promoter will conduct such further draws in accordance with the Unclaimed Prize Draw Details as are necessary to distribute the prize, subject to any requirements of the relevant gaming authority. Any winner(s) in this draw will be notified as stated in the Unclaimed Prize Draw Winner Notification and Publication.
- 16 The Promoter, the Prize Supplier and their associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury, illness or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this competition or accepting or using any prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law). Nothing in these conditions restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the *Competition and Consumer Act 2010 (Cth)*. Without limiting the previous paragraph, the Promoter, the Prize Supplier and their associated agencies and companies will not be liable for any damage, loss or delay in transit to the prize. The prize will be delivered in Australia only.
- 17 The Promoter and the Prize Supplier may communicate or advertise this competition using Facebook. However, the competition is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrants are providing their information to the Promoter and the Prize Supplier and not to Facebook. Each entrant completely releases Facebook from any and all liability.
- 18 As a condition of accepting or participating in any prize the winner's companion accepts these conditions.
- 19 If for any reason any aspect of this competition is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the competition, or invalidate any affected entries, subject to the approval of the relevant gaming authority if required.
- 20 The Promoter and the Prize Supplier are not liable for any tax implications arising from prize winnings. Independent financial advice should be sought. Where this competition involves, for GST purposes, supplies being made for non-monetary consideration, entrants will follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
- 21 **NGV's Privacy Obligations:** All entries will be the property of the Promoter. The information entrants provide will be used by the Promoter and disclosed to the Prize Supplier for the purpose of conducting this competition and for marketing activities. The Promoter may collect entrants' personal information (including through its contractors or agents) or disclose entrants' personal information to its related companies, contractors and agents and the Prize Supplier to assist in conducting this competition,

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storing data, communicating with entrants and for marketing activities. If the entrant has marked the “opt-in” box on the entry form, the entrant consents to the storage of their personal information on the Promoter’s database and the Promoter may use this information and disclose this information to the Prize Supplier for future promotional and marketing purposes regarding the Promoter or the Prize Supplier’s products and services, including contacting the entrant via electronic messaging. The Promoter is bound by the Victorian Privacy and Data Protection Act 2014. The National Gallery of Victoria’s Information Privacy Policy contains information, amongst other things, about how the entrant may access personal information that is held by the National Gallery of Victoria about them and seek correction of such information. See <http://www.ngv.vic.gov.au/wp-content/uploads/2016/02/NGV-Information-Privacy-Policy-as-approved-15-December-2015.pdf> to view the National Gallery of Victoria’s Information Privacy Policy in full. The Promoter’s Information Privacy Policy also contains information about how the entrant may complain about a breach of the Victorian Privacy Data and Protection Act 2014, and how the National Gallery of Victoria will deal with such complaints.

22 ***American Express’ Privacy Obligations:*** If the entrant opts-in to receive further communication from the Prize Supplier, the entrant consents to the storage of their personal information on American Express’ database and American Express may use this information for future promotional and marketing purposes regarding American Express’ offers, products and services, including contacting the entrant via electronic messaging. You may opt-out of email marketing by clicking “unsubscribe” on the marketing emails. American Express is bound by the Privacy Principles in the Privacy Act 1988 (Cth). For more information about how American Express collects and manages personal information, see the American Express Privacy Policy, located at [https://www.aexp-static.com/intl/australia/pdfs/privacy\\_policy\\_statement.pdf](https://www.aexp-static.com/intl/australia/pdfs/privacy_policy_statement.pdf), which contains information about:

- (i) how entrants can seek access to the personal information American Express holds about them and seek the correction of such information; and
- (ii) how entrants can complain about a privacy breach and American Express will deal with such a complaint.