

CONDITIONS OF ENTRY

NGV

NGV Gala 2018 – Win a VIP NGV Gala Experience with American Express

Promotion Details	
Promoter	National Gallery of Victoria (ABN 778 849 864 72) 180 St Kilda Road, Melbourne, VIC 3004. Promoter's website: www.ngv.vic.gov.au .
Entry Restrictions	<p>Open only to Australian residents aged 18 or over 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. Eligible entrants must pay for their NGV Gala ticket(s) with an American Express card and be the card holder under the following terms:</p> <ol style="list-style-type: none"> 1. Eligible Card Members must be: <ol style="list-style-type: none"> (a) 18 years of age or over; and <ol style="list-style-type: none"> i. The PRIMARY card holder of an American Express Card issued by American Express Australia Limited or a Licensed Network Partner and whose account(s) are in good standing. (b) Eligible Cards issued by a Licensed Network Partner are American Express Cards issued by Westpac Banking Corporation (ABN 33 007 457 141); and Commonwealth Bank of Australia (ABN 48 123 123 124). 2. Supplementary or additional Card Members are ineligible to enter. 3. Employees of American Express and any related bodies corporate, directors, officers, management and employees (and the immediate families of directors, officers, management and employees) of the Promoter or any other agencies associated with this promotion, and their immediate families, are ineligible to enter. 4. By entering the competition Eligible Entrants agree that American Express may provide their personal information including name, phone number and address details to The National Gallery of Victoria (and its related companies and affiliates), for the purpose of awarding the prizes.
Competition Period	12pm, midday (AEDT) on 19 October, 2018 to 12pm midday, (AEDT) on Monday, 5 November, 2018
Entry Method	<p>During the Competition Period, entrants must:</p> <ol style="list-style-type: none"> (a) Purchase one or more ticket(s) to the NGV Gala 2018; (b) Use and American Express card for the purchase; and (c) Respond in 25 words or less to the question: What does a platinum experience mean to you?
Draw Details	5pm AEDT Wednesday 7 November 2018 at the Promoter's office.

Winner Determination	The best valid entry, as determined by the judges, will win the prize.
Prize Details	<p>There is 1 prize to be won by an American Express Card Member.</p> <p>The prize consists of the following:</p> <ul style="list-style-type: none"> 1 guided tour of <i>Escher X nendo Between Two Worlds</i> at the National Gallery of Victoria, Melbourne, on the night of 1 December 2018 for 2 people. Mercedes-Benz transfers to and from the NGV Gala on 1 December 2018, from a metropolitan Melbourne location, valued at \$200. 1 voucher for a Celebration Package for 2 people at Crown Spa Melbourne, valued at \$800. The voucher is valid for 3 years from date of issue. 1 voucher for the Yering Station online store, valued at \$200.
Prize Pool	The total prize pool is valued at \$1200 (inc GST).
Entry Limits	Entrants are limited to one entry per person.
Winner Notification	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 ngv.vic.gov.au at 10am (AEDT) Thursday 8 November 2018 for a period of 28 days.
Prize Claim Date and Time	Prize must be claimed by 5pm (AEDT) on Thursday 8 November, 2018 over the phone, via email or in person.
Unclaimed Prize Draw Details	An Unclaimed Prize Draw will be conducted at 10am (AEDT) on Friday 9 November 2018 at the same location as the original draw.
Unclaimed Prize Draw Winner Notification and Publication	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 ngv.vic.gov.au at 5pm (AEDT) on Friday 9 November 2018 for a period of 28 days.
Privacy	<p>All entries will be the property of the Promoter. The information entrants provide will be used by the Promoter for the purpose of conducting this competition. 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 to assist in conducting this competition, storing data or communicating with entrants. By entering this competition, entrants consent to the storage of their personal information on the Promoter's database. By entering this competition, entrants consent to receiving SMS or email messages from the Promoter. 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.</p>

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- 1 Information regarding prizes and how to enter forms part of these conditions. The competition will be conducted during the Competition Period. Entries must be received during the Competition Period. By entering the competition, entrants accept these conditions of entry.
 - 2 **Online entries:** Each entrant may receive a return online notification confirming their successful entry into the competition. By entering this competition, entrants consent to receiving this electronic message. 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 email addresses, phone numbers or aliases may be disqualified. Consumers are responsible for their own costs associated with accessing the Internet. Automatically generated entries may be disqualified.
 - 3 **Late, lost, incorrect or ineligible entries:** 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 including where applicable failure of any participating venue, outlet or store to forward entry forms to the judging location.
 - 4 **Game of skill:** This is a game of skill; chance plays no part in determining the winner/s. Each valid entry will be individually judged (by representatives of the Promoter) based on, among other things, literary, creative merit and brand suitability.
 - 5 **Copyright and Intellectual Property:** Each entry must be the entrant's original work. By entering this competition entrants:
 - (a) consent to the Promoter making copies of or publishing the whole or any part of their entry (including any photo, video or social media post) and otherwise exploiting the entry and any rights in relation to the entry, to publicise this competition or for any other purposes;
 - (b) undertake to the Promoter that their entry (including any photo, video or social media post) is not, and its use by the Promoter will not be, in breach of any third party intellectual property rights;
- (c) grant the Promoter a world-wide, royalty free, perpetual, irrevocable, transferrable licence (with a right to sublicense) to use their entry submitted as part of this competition for any purpose;
 - (d) permit the Promoter to edit, adapt and alter their entry for inclusion on its website and social media pages;
 - (e) acknowledge that their entry and their name may be made publicly available by the Promoter (in its absolute discretion) and will be accessible to the general public to view;
 - (f) warrant that they own or have the right to license the copyright in any entry submitted by them into this competition, for the purposes of this competition, that no rights have been granted to any third party in respect of any such entry which would prevent the entry being used as contemplated by this competition, and that the use by the Promoter of any such entry will not breach any laws or infringe the rights of any person (including without limitation with respect to privacy, intellectual property and defamation);
 - (g) warrant that any person featured in any entry (including any photograph, video or social media post) has consented to the entrant submitting their entry into this competition;
 - (h) warrant that their entry does not include any content that contravenes any law, infringes the rights of any third party, is obscene, offensive, discriminatory, indecent, otherwise objectionable or inappropriate or makes any improper or inappropriate invasion of the privacy of any person. Without limitation, entrants must not include any content that involves nudity, malice or which may be defamatory or in contempt of court;
 - (i) warrant that their entry contains no virus or other computer code or material embedded in it which may have a negative impact on any website, social media platforms or any network or third party computer systems; and
 - (j) unless otherwise stipulated by the Promoter, warrant that if applicable, all persons appearing in their entry are 18 years of age or older or, if any person is

under 18 years of age, that their parent's or guardian's consent has been provided.

6 **Publication of entries:** The Promoter may determine at any time whether or not to:

- (a) publish any entries on its website and social media pages;
- (b) remove any entries once published on any website or social media page;
- (c) amend, edit or modify any entries (or any part thereof); or
- (d) disqualify or invalidate any entry.

The Promoter may make this determination at its absolute discretion, including (without limitation) if the Promoter is of the view that the entry breaches these conditions of entry.

7 **Prizes:** The prizes are as stated in the Prize Details section of these conditions.

8 **Winner notification:** The winner/s will be notified in accordance with the Winner Notification section of these conditions.

9 **Publicity:** Winner/s (and their companion/s, if applicable) must, at the Promoter's request, participate in all promotional activity (such as publicity and photography) surrounding the winning of any prize, free of charge. Winner/s (and the companion/s, if applicable) also consent to the Promoter using their names and images in promotional material.

10 **Winner identification:** The Promoter (and any contractor, agent or third party associated with the competition) may require the winner/s to provide proof of identity, proof of age and proof of residency (including proof of residency at the nominated prize delivery address, if applicable). Identification considered suitable for verification is at the Promoter's (and/or the relevant contractor's, agent's or third party's) discretion.

11 **Validation of entries:** If a winning entry is deemed not to comply with these conditions of entry (including if a winner is unable to take the prize on the applicable prize dates), the entry will be discarded and the prize will be awarded to the entrant who submitted the next best valid entry as determined by the Promoter in its absolute discretion.

12 **Disqualification of winner/s:** The Promoter may, in its sole discretion, disqualify all entries from, and prohibit further participation in this competition by, any person (including without limitation any winner or any of their companion/s if applicable) who:

- (a) tampers with or benefits from any tampering with the entry process or with the operation of the competition;
- (b) acts in violation of these conditions of entry
- (c) acts in a disruptive manner or with the intent or effect of annoying, abusing, threatening or harassing any other person;
- (d) behaves in a manner which may diminish the good name or reputation of the Promoter, any of its related bodies corporate or the agencies or companies associated with this competition; or
- (e) behaves in a manner that is contrary to law or is otherwise inappropriate.

If a prize can be shared with companion/s, the relevant 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 any or all of their companion/s if any of their companion/s breaches these conditions of entry, whether or not legally bound by them.

13 The Promoter's decision in relation to all aspects of this competition, is final and no correspondence will be entered into.

14 **Prize redemption and transferability:** Prizes are not transferable or exchangeable and (except where cash is specified) cannot be redeemed for cash. If for any reason a winner (or their companion/s if applicable) does not take an element of a prize at the time stipulated by the Promoter then that element of the prize will be forfeited and cash will not be supplied instead. The Promoter accepts no responsibility for any variation in prize value. If a prize (or any element of a prize) is unavailable for any reason, the Promoter may substitute for that prize (or element of that prize) another item of equal or higher value as determined by the Promoter.

15 **Event based prizes:** If any event is abandoned, called off or postponed for any reason, the winner/s (and their companion/s where applicable) forfeit their entitlement to that component of the prize and no cash or alternative tickets will be substituted for that component of the prize.

16 **Unclaimed prize procedure:** The Promoter may deem a winner's entry invalid if:

- (a) a prize has not been accepted or claimed in accordance with the Prize Claim Date and Time; or
- (b) after making all reasonable attempts, the Promoter cannot contact a winner (or a winner does not contact the Promoter) by the Prize Claim Date and Time.

In these circumstances, the relevant winner's entry will be deemed invalid and the Promoter will distribute that prize to the entrant who submitted the next best valid entry that has not already received a prize.

- 17 **Australian Consumer Law:** Except for any liability which cannot be excluded by law, the Promoter and its 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. Where any liability cannot be excluded by law, the liability of the Promoter and its associated agencies and companies is limited to the minimum allowable by law. Nothing in these conditions of entry 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)*.
- 18 **Limitation of liability:** Without limiting the previous paragraph, the Promoter and its associated agencies and companies will not be liable for any damage, loss or delay in transit to prize/s.
- 19 **Facebook and other social media platforms:** The competition is in no way sponsored, endorsed or administered by, or associated with, Facebook or any other social media platform. Entrants are providing their information to the Promoter and not to Facebook or any associated social media platform. Each entrant completely releases Facebook (and all social media platforms) from any and all liability. If requested in accordance with the Entry Method, each Facebook entrant must remain a fan ("like" the page) of the Facebook Page for the entire Competition Period and up until the time of determination of the winner/s. Entrants who have "unliked" the Facebook Page at the time of determination of the winner/s may be deemed invalid.
- 20 **Winner's companions:** Where applicable, as a condition of accepting or participating in any

prize, the winner's companion/s accepts these conditions of entry.

- 21 **Promoter's assignment of rights:** 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.
- 22 **Taxation obligations:** The Promoter is 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.
- 23 **Alcohol promotions:** The Promoter encourages consumers to enjoy alcohol responsibly. Legal aged consumers are advised to consider the safe drinking levels recommended in the National Health and Medical Research Council Australian Guidelines to Reduce Health Risks from Drinking Alcohol. A full version of these Guidelines is available at http://www.nhmrc.gov.au/_files_nhmrc/file/publications/synopses/ds10-alcohol.pdf. Where applicable, entry and continued participation in this competition is subject to the relevant venue's or outlet's liquor serving policy.