

## Keith Haring & Jean-Michel Basquiat: Crossing Lines and NGV Friday Nights Promotion Terms and Conditions

### ELIGIBILITY AND HOW TO REDEEM

1. To be eligible for this promotion, entrants must:
  - a) be an Australian resident aged 18 years or over; and
  - b) receive the 'Keith Haring & Jean-Michel Basquiat: Crossing Lines and NGV' eDM from Mercedes-Benz Australia personally inviting them to redeem the promotion (**eDM**).
2. Eligible entrants may redeem the promotion by:
  - a) Clicking the link to the NGV 'Keith Haring & Jean-Michel Basquiat: Crossing Lines and NGV' website contained within the eDM; and
  - b) entering their Unique Customer Code which is contained within the eDM.
3. By redeeming the promotion, the entrant agrees that they have read, understood and shall be bound to these Terms and Conditions;
4. The promotion commences at 9:00am AEST on 13.11.2019 and ends at 11:59pm AEST on 12.04.2020 (**End Date**).
5. By redeeming the promotion, the entrant shall be entitled to two (2) complementary tickets to attend one session of either of the following:
  - a) One session of the Keith Haring & Jean-Michel Basquiat: Crossing Lines and NGV Friday Nights which includes entry into the exhibition; or
  - b) One session of the the Haring & Jean-Michel Basquiat: Crossing Lines exhibition onlyboth tickets must be used for the same session.  
**(Redeemable Tickets)**.
6. The entrant is entitled to redeem the promotion once. Multiple redemptions are not permitted.
7. Sessions are available between 01.12.19 to 13.04.2020.
8. Redeemable Tickets are available to the first 3000 Eligible Customers to redeem the promotion and must be redeemed before the End Date. Redeemable Tickets which are not redeemed before the End Date shall be forfeited.
9. Redeemable Tickets and are subject to the NGV terms and conditions of purchase <https://www.ngv.vic.gov.au/about/reports-and-documents/terms/>
10. Sessions are subject to availability and each Friday Nights session has a maximum of 50 tickets that can be redeemed.
11. Promotion is not available in conjunction with any other offer.
12. Redeemable Tickets must be taken as offered. Redeemable Tickets are not transferable and are not exchangeable for cash or services or any of the Promoter's or NGV's other products or services.
13. Entrants are responsible for ensuring that any information provided as part of their redemption is complete and correct.
14. 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, the Promoter reserves the right, in its sole discretion and to the extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
15. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees under the *Competition and Consumer Act 2010* (Cth) or similar consumer protection laws in the States and Territories of Australia ("**Non-Excludable Guarantees**"). Except for any liability that cannot be excluded, including the Non-Excludable Guarantees, the Promoter (including its officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury and

any loss or damage (including loss of opportunity), whether direct, indirect, special, contingent or consequential, arising in any way out of the following: (a) the promotion; (b) any technical difficulties, equipment malfunction, access to or availability of websites and applications (whether or not under the Promoter's control); (c) any fraud, theft, unauthorised access or third party interference; (d) any redemption or Redeemable Tickets 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; (e) any variation in Redeemable Ticket value to that stated in these Terms and Conditions; (f) any tax liability incurred by a winner or entrant; or (g) taking or use of all or part of a Redeemable Ticket (including without limitation any loss, damage, injury or death resulting from an accident).

16. The Promoter collects personal information in order to conduct the promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Redemption is conditional on providing this information which will be handled in accordance with the Promoter's Privacy Policy available at [www.mercedes-benz.com.au](http://www.mercedes-benz.com.au). Entrants can request access and correction of their personal information by contacting Mercedes me store Melbourne at [mercedesmestoremelbourne@daimler.com](mailto:mercedesmestoremelbourne@daimler.com)
17. The entrant releases and agrees to keep the Promoter indemnified and held harmless from any claim, cost, demand, tax, liability or damage (including legal costs on a full indemnity basis) suffered or incurred by the Promoter arising out of the entrant's: (a) participation in the promotion; (b) taking or use of all or part of a Redeemable Ticket; and (c) any claim by a third party arising from an act or omission by the entrant.
18. To the fullest extent permitted by law, the Promoter is not liable for any failure to comply with these Terms and Conditions. If a provision in these Terms and Conditions is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable. If it is not possible to read down a provision as required in this clause, that provision is to be severed to the extent necessary without affecting the validity or enforceability of the remaining part of that provision or the other provisions in these Terms and Conditions, and the rest of these Terms and Conditions remains in full force and effect.
19. These Terms and Conditions constitute the entire agreement between the entrant and the Promoter as to its subject matter. The Promoter's decision regarding all aspects of this promotion is final and no correspondence will be entered into.
20. The Promoter is Mercedes-Benz Australia/Pacific Pty Ltd (ACN 004 411 410) of 44 Lexia Place, Mulgrave, Victoria, 3170. LMCT 6776.