

PRIZE DRAW TERMS & CONDITIONS

Promoter

National Gallery of Victoria (ABN 778 849 864 72), 180 St Kilda Road, Melbourne, VIC 3004 (“Promoter”, “National Gallery of Victoria” or “NGV”). Promoter website: www.ngv.vic.gov.au.

Prize Suppliers

Sofitel Melbourne on Collins (ABN 17 065 560 885), 25 Collins St, Melbourne VIC 3000
<https://www.sofitel-melbourne.com.au/>

National Gallery of Victoria (ABN 778 849 864 72), 180 St Kilda Road, Melbourne, VIC 3004 (“Promoter”, “National Gallery of Victoria” or “NGV”). Supplier website: www.ngv.vic.gov.au.

Eligibility

Entry is open to anyone over the age of 18 who has completed the Herald Sun quiz available at the Sunday Herald Sun and at <https://www.heraldsun.com.au/>

Employees, immediate family members of employees, and employees of any company associated with the NGV, including the Prize Suppliers, are ineligible to enter. This includes the research organisation, NGV.

Entry

The Promotion commences at 01:00AM 3/4/2021 and entries close at 5:00PM 12/4/2021 (**Promotion Period**).

To enter, Eligible Entrants must provide their contact details (email and phone number) in their email submission for the quiz during the Promotion Period.

Only one entry per person.

Prize Details

The total value of the prize draw is up to AU\$1650 (incl. GST). There is one (1) Prize to be won. The Prize consists of the following:

- Two night’s accommodation in a Classic King Room for two people with the tallest hotel views at Sofitel Melbourne On Collins, Melbourne’s hotel for the arts.
- Accommodation is to be booked between 6 April - 30 August 2021.
- All booking enquiries are subject to availability at the time of booking.
- Booking enquiries are to be emailed through to H1902@sofitel.com or by phone (03) 9653 0000
- She-Oak and Sunlight: Australian Impressionism publication
- Family pass tickets to She-Oak and Sunlight: Australian Impressionism exhibition (2 adults + 3 children)
- NGV design store \$100 voucher
- NGV Australia Crossbar Cafe \$100 voucher
- (collectively, the **Prize**).

Winner Determination

The winners will be randomly selected at 12:00pm on 13/4/2021 at the National Gallery of Victoria, 180 St Kilda Road, Melbourne, VIC 3004. The first valid entry randomly drawn from all valid entries received during the Promotion Period will win the Prize.

Winner Notification

The winner will be notified by phone/email within two (2) business days of the draw. Winners will be published at ngv.melbourne/australianimpressionismcomp on 14/4/2021.

Prize Claim

Prizes must be claimed within seven days after notification (**Prize Claim Date**).

If there are any unclaimed or unwanted prizes within seven days, a subsequent prize draw will be conducted seven days later, at the same time and place as the original draw. The winner will be notified by phone/email within two (2) business days of the draw and their name and state/territory of residence will be published on ngv.melbourne/australianimpressionismcomp. Draws will be repeated as needed until a winner accepts the prize.

The Promoter and the prize providers accept no responsibility for any disputes arising between a winner and any person whom the winner chooses to or chooses not to be their companion for the relevant prizes.

Privacy

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 about the competition. 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.

Opt-in Data Sharing

If the entrant ticks a box in the entry form to receive communications from any Prize Supplier, the entrant's information will be shared by the Promoter with the Prize Supplier for this purpose (**Opt-in Data**).

Opt-in Data will be captured securely into the database of the NGV website. At the end of the competition, Opt-in Data will be exported and shared with the relevant Prize Supplier using a secure data transfer system. Each Prize Supplier will only receive the data of the entrants who opted-in to receive communications from that company. All Opt-in Data will be handled in accordance with the NGV's privacy policy (see link above) and then deleted from the NGV database after the competition closes.

Conditions of Entry

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. The Promoter's decision is final and no correspondence will be entered into.

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

(a) 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.

5 **Prizes:** The prizes are as stated in the "Prize Details" section of these T&Cs.

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

7 **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.

8 **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.

9 **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 within the applicable prize dates), the entry will

be discarded and a new winner of that prize will be determined by drawing a further valid entry in accordance with Unclaimed Prize Draw Details.

10 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.

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

12 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.

13 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 in accordance with the Prize Claim section.

14 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).

15 **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.

16 **Facebook and other social media platforms:** The Promoter may communicate or advertise this competition using Facebook and other social media platforms. However, 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 other social media platform. Each entrant completely releases Facebook and any other social media platform from any and all liability.

17 **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.

18 **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.

19 **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.