

SUMMARY

- 1. This promotion is conducted, and the prize is administered by the National Gallery of Australia ABN: 27 855 975 449, Parkes Place, Parkes, Kamberri/Canberra ACT 2600 AUSTRALIA ("Promoter").
- 2. This promotion is a game of skill, and chance plays no part in determining the winner. Each entry will be individually judged, based upon individual creative merit.
- 3. All entry instructions and prize information published by the Promoter form part of these Terms and Conditions. Entry to the promotion constitutes acceptance of these Terms and Conditions.

PARTICIPATION

- 1. Entries open from 2pm AEDT on Tuesday 27 September 2022 and close at 5pm AEDT on Friday 30 September 2022 ("Promotion Period").
- 2. Employees of the Promoter are ineligible to enter the promotion, as are their immediate families.
- 3. To enter the promotion, an entrant must, during the Promotion Period:
 - a. Take a photo with their original Floriade-created craft 'flower crown' and/or 'garden badge' and/or 'still life drawing' inspired by Cressida Campbell.
 - b. Upload the photo to Instagram and tag the National Gallery of Australia (@nationalgalleryaus #CressidaCampbell). A parent or guardian of an eligible entrant may upload the photo onto Instagram on the entrant's behalf.
- 4. All entrants must have parent or guardian approval to enter the Promotion and the parent or guardian must read and understand these terms and conditions.
- 5. An entrant's submission must not be late, incomplete, incomprehensible or in violation of any of the Promoter's policies or any laws.
- 6. Entries must not have been published previously and/or have been used to win prizes in any other competitions.
- 7. Entry to the promotion is limited to one (1) entry per person and no group submissions will be accepted.
- 8. If there is a dispute as to the identity or eligibility of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity or eligibility of the entrant or the validity of an entry. In the event that the Winner cannot provide suitable proof of eligibility, they will forfeit the Prize and no substitution or compensation will be offered.
- 9. Entries will be judged by the Promoter. The judges' decision is final, and no further correspondence will be entered into.
- 10. Entrants (and their parents or guardians) warrant and agree that:
 - a. the entry is their own original work, is not copied in any manner from any other work and does not infringe the copyright, moral rights, trademark rights or any other rights of any other person.
 - they will not submit an entry that is unlawful or fraudulent, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;
 - c. their entry shall not contain viruses or cause injury or harm to any person or entity; and
 - d. they made their entry manually. The Promotor may reject an entry if it reasonably forms the opinion that the entry has been made using automated entry means or by use of a computer entry service.

Without limiting any other terms herein, the entrant (and their parent or guardian) agrees to indemnify the Promoter for any breach of the above term.

- 11. Entries are deemed to be received at the time of receipt by the Promoter (not the time of transmission). The Promoter takes no responsibility for late, lost or misdirected entries or for delays or failures in any telecommunications services or equipment.
- 12. The Promoter may, in its absolute discretion, declare an entry to be invalid if that entry has not been submitted in accordance with these Terms and Conditions or where the entrant has engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion.

Winner

- 1. An entrant is eligible to win the prize if they are under 16 years old and a resident of Australia.
- 2. There will be one (1) winner determined from all entries received during the Promotion Period. The winner will be chosen by the Promoter on Monday 3 October 2022.
- 3. The winner will be the eligible entrant who, in the sole opinion of the judges, has submitted the most creative Cressida Campbell-inspired entry. The judges may select additional reserve entries which they determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant.
- 4. The parent or guardian of the winner will be notified via Instagram and announced on the Promoter's Instagram account within seven (7) working days of the conclusion of the competition.
- All reasonable attempts will be made to contact the winner. However, if the prize is not claimed by Friday 14 October 2022, it will be awarded to the valid entrant with the next best submission. The winner of an unclaimed prize will be notified via Instagram.

PRIZE

- 1. The winner will win one (1) Cressida Campbell prize pack valued at \$208.95 and consisting of:
 - a. a family pass (4 tickets) to Cressida Campbell exhibition; and
 - b. a National Gallery kids merchandise pack.
- 2. The prize package does NOT include:
 - a. any flights, accommodation or transfers to and from winner's place of residence to the exhibition;
 - b. any parking at the Gallery;
 - c. spending money, meals, or any incidentals; or
 - d. any other ancillary costs associated with taking the prize which is not otherwise outlined in the prize description.
- 3. The family pass prize must be redeemed before the closing date of the *Cressida Campbell* exhibition on 19 February 2023 and is subject to booking availability.
- 4. The Promoter will, at the Promoter's cost, post the Prize to the Winner's postal address.
- 5. The prize cannot be exchanged or transferred and is not redeemable for cash. If for any reason the winner does not take their prize (or an element of the prize) at the time stipulated by the Promotor or once the prize has been booked, then the prize (or that element of the prize) will be forfeited and no cash or alternative will be given in lieu.
- 6. If the prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification.
- 7. The one-year National Gallery Mini-Membership prize is subject to the National Gallery of Australia membership terms and conditions (located at Membership Terms and Conditions National Gallery of Australia (nga.gov.au)).
- 8. The family pass prizes are subject to the National Gallery's conditions of entry, (available at <u>Conditions of Entry National Gallery of Australia (nga.gov.au)</u>). A nominated parent or guardian must accompany the prize winner when using this prize.

GENERAL

1. The Promoter collects personal information about entrants to enable them to participate in this promotion. If the entrant does not provide their personal information as requested, they may be

- ineligible to enter or claim a prize in the Promotion. The Promoter's privacy policy (located at https://nga.gov.au/media/dd/documents/privacypolicy.36b4396.pdf) contains information about how the Promoter handles personal information, including how entrants can access and correct their information or make a privacy complaint.
- 2. All entries become the property of the Promoter. By entering into the Promotion, the entrant (and their parent or guardian) consents to the Promotor using their entry for any purpose including where this use may otherwise infringe on their Moral Rights.
- 3. Each entrant warrants that they have the full power and capacity to grant the rights and warranties set out in these Terms and Conditions.
- 4. Entry is free. However, any costs and risks associated with participating in the competition are the responsibility of the entrant.
- 5. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promotor's legal rights to recover damages or other compensation from such an offender are reserved.
- 6. 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, to the fullest extent permitted by law to modify, suspend, terminate or cancel the promotion, as appropriate.