



## **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, Kamberra/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 10am ACT local time on Thursday 1 December 2022 and close at 5pm ACT local time on Sunday 18 December 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. have completed the online National Engagement Plan Sector Survey conducted by the Promoter;
  - b. answered the question " If you could recommend one action for our National Engagement Plan, what would it be?"; and
  - c. elected to enter the prize draw by providing their name and email address during the Promotion Period.
4. An entrant’s submission must not be late, incomplete, incomprehensible or in violation of any of the Promoter’s policies or any laws.
5. Entries must not have been published previously and/or have been used to win prizes in any other competitions.
6. Entry to the promotion is limited to one (1) entry per person and no group submissions will be accepted.
7. 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.
8. Entries will be judged by the Promoter. The judges’ decision is final and no further correspondence will be entered into.
9. Entrants warrant and agree that:
  - a. 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;
  - b. their entry shall not contain viruses or cause injury or harm to any person or entity; andWithout limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above term.
10. 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.
11. 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 18 years old and over and a resident of Australia.

2. There will be one winner determined from all entries received during the Promotion Period. The winner will be chosen by the Promoter on Tuesday 10 January 2023.
3. The winner will be the eligible entrant who, in the sole opinion of the judges, has submitted the most creative and 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 winner will be notified via email within five (5) working days of the judge's decision.
5. All reasonable attempts will be made to contact the winner. However, if the prize is not claimed by Friday 10 February 2023, it will be awarded to the valid entrant with the next best submission. The winner of an unclaimed prize will be notified via email.

## **PRIZE**

1. The winner will win one (1) *Cressida Campbell* prize pack valued at \$200 and consisting of:
  - a. *Cressida Campbell* exhibition publication;
  - b. *Cressida Campbell* exhibition notebook;
  - c. *Cressida Campbell* 54 piece playing cards; and
  - d. Tote Japanese Hydrangea
2. The Promoter will, at the Promoter's cost, post the Prize to the Winner's postal address.
3. The prize cannot be exchanged or transferred and is not redeemable for cash.
4. 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.

## **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://nqa.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.
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 Promoter'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.