

SCULPTURE BY THE SEA'S ACT-BELONG-COMMIT PASSPORT COMPETITION

Terms & Conditions

1. Instructions and information on how to enter the competition form part of these terms and conditions, and entry into the competition is deemed acceptance of these terms and conditions.
2. The promoter is Sculpture by the Sea Cottesloe, ABN 84 103 984 756, PO BOX 300, Surry Hills, NSW, 2010, (Promoter).
3. Entry to the competition is open from 8.00 am (AWST) on, Friday 3 March 2017 until 5.00 pm (AWST) on Monday, 20 March 2017.
4. Entry to the competition is free. Entrants must reside in Western Australia and be aged sixteen (16) years or older in order to enter and be eligible to win the Competition. Entrants below the age of sixteen (16) will need the following to enter and be eligible to win the Competition:
 - a. the consent of a parent or guardian sixteen (16) years and over, and;
 - b. to provide contact details of the parent or guardian. Please do not provide the contact details of entrants below the age of sixteen (16).
5. Executive committee members and committee members of the Promoter and their immediate families, and directors, managers or employees of agencies associated with the competition, are not eligible to enter the competition.
6. To be eligible to enter, entrants must complete the following:
 - a. visit all ten (10) Act-Belong-Commit posts and write the corresponding code in the Act-Belong-Commit passport;
 - b. describe, in 50 words or less, how being at Sculpture by the Sea makes you Act-Belong-Commit; and
 - c. return the completed form with contact information to the Act-Belong-Commit or the Sculpture by the Sea Catalogue marquee.
7. Multiple entries are accepted as long as the entrant has met all the entry criteria on each submission.
8. One (1) eligible entry will be randomly selected by the Promoter as the competition winner (Winner), at the Promoter's sole discretion.
9. The Winner will be notified by telephone or email within 5 business days after the entry is selected. The Promoter may also announce or publish the initials, and the name of the prize Winner in any media, including the Promoter's website.
10. If a Winner is not contactable or does not contact the Promoter within 5 business days of notification, the Prize will be forfeited. The Promoter reserves the right to reselect an alternative Winner or as necessary to distribute the Prize/s subject to any directions given by the relevant authority.
11. The Promoter's decision is final and is binding on all entrants and no correspondence will be entered into. Entrants who are not winners will not receive any notification at all.
12. The Prize for competition is 1 x Apple iPad.
13. If a Prize is not available for any reason, the Promoter reserves the right to substitute the prize for another of similar value and/or specification, subject to any written directions from a regulatory authority.

14. The Prize must be taken as stated and is not transferable or assignable to another person (unless agreed to by the Promoter) or exchangeable for other goods and services and cannot be redeemed for cash.
15. The Prize must be collected from Sculpture by the Sea.
16. To collect the Prize, the Winner must produce one form of correct photographic identification, to verify that (s)he is at least sixteen (16) years old and resides in Western Australia.
17. The Promoter reserves the right, at any time, to verify the validity of an entries and entrants (including an entrant's identity, age and place of residence) or disqualify any entrant who submits an entry that is not in accordance with these terms and conditions or who tampers with the entry process. Errors and omissions may be accepted at the Promoter's absolute discretion. The decision to verify, validate or disqualify an entry is at the Promoter's absolute discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. Incomplete or indecipherable entries will be deemed invalid.
18. No responsibility is accepted for late, lost or misdirected entries. Any cost associated with accessing or submitting an entry is the entrant's responsibility.
19. The Promoter (including its officers, employees and agents) will not be liable (in negligence or howsoever) and no entrant shall bring or allege or allow to be brought or alleged any claim, proceedings, action, demand, lawsuit or cause of action on account of any loss of property (including income, revenue, out-of-pocket expenses or business opportunity), damage to property or personal injury (including death or illness) suffered or sustained in relation to the competition or a prize except for any liability which cannot be excluded by law. Nothing in these terms and conditions limits, excludes or modifies any rights under the Australian Consumer Law or other applicable laws. Without limiting the previous sentence, it (the previous sentence) applies even if for whatever reason whatsoever:
 - a. an entrant has not been able to submit a valid entry on time;
 - b. a prize has been lost or damaged in transit; or
 - c. a Winner has not received their prize.
20. The Promoter and its associated agencies shall not be liable in any way if the performance of obligations hereunder is delayed or becomes impossible by reason of any Act of God, war, fire, earthquake, strike, sickness, accident, civil commotion or any other cause.
21. If this Competition 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 (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.
22. By participating in the competition, an entrant authorises the Promoter, and contractors and agents of the Promoter, to access, collect and use personal information about the entrant, and disclose personal information about the entrant, to the Promoter and its contractors and agents, for the purposes of conducting the competition Such information may be provided electronically, or by contacting the entrant by telephone or other means, until such time as the entrant asks the Promoter not to provide further information. The Winner may be asked by the Promoter to participate in publicity associated with the competition.
23. The Winner will have the right to elect whether or not to participate in that publicity.
24. By participating in the competition, an entrant:

- a. assigns all rights, title (legal and beneficial) and interests in and to the entries, including without limitation all copyright (and future copyright) and other intellectual property rights in the entry of the entrant, to the Promoter. The assignment will be deemed to have taken effect upon entry into the competition; and
 - b. gives a waiver of any moral rights (as that term is defined in the Copyright Act 1968 (Cth)) subsisting in the entry of the entrant and an unconditional consent to the Promoter (and any other person on the Promoter's behalf) doing any act which, but for that consent, would infringe that entrant's moral rights.
25. The entrant acknowledges and agrees that his or her entry will not be obscene, defamatory, libellous, threatening, harassing, hateful, racially or ethnically offensive, or encouraging of conduct that would be considered a criminal offence, gives rise to civil liability, or violate any law.
26. The entrant confirms and warrants that they have full power and authority to enter into this agreement and hereby indemnifies the Promoter from and against any and all costs and damages incurred as a result of any breach of these Terms and Conditions.
27. The entrant warrants that the entrant's entry is their own work and does not infringe the intellectual property rights of any third party. The entrant fully indemnifies the Promoter, Healthway, and any contractors and agents of the Promoter or Healthway, against any loss, costs, expenses, demands or liability, whether direct or indirect, arising out of a claim by a third party against the Promoter, Healthway, or contractors and agents of the Promoter or Healthway, alleging that the entrant's entry infringes the third party's intellectual property rights.
28. To the extent that the competition is deemed as being administered or promoted on Facebook, entrants release Facebook and its associated companies from all liability arising in respect of the competition and acknowledge that:
 - a. the competition is in no way sponsored, endorsed or administered by, or associated with, Facebook;
 - b. any information provided by the entrant in connection with the competition is provided to the Promoter and not to Facebook; and
 - c. any questions, comments or complaints regarding the competition will be directed to the Promoter, not to Facebook.
 - d. A failure by the Promoter and contractors and agents of the Promoter to enforce these Terms and Conditions in any instance(s) will not give rise to any claim or right of action by any entrant or any other person.

These Terms and Conditions shall be governed by the law of Western Australia, Australia.