

“WIN A TRIP FOR TWO TO SCULPTURE BY THE SEA COTTESLOE 2016” FACEBOOK PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. The competition is a game of skill. Chance plays no part in the selection of the winner. Entry is open to Australian residents over the age of 18, resident outside the Perth metropolitan area. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
3. The Promotion commences at midday on **22/1/2016 and entries close at midnight AEST on 12/2/2016 (Promotional Period)**.
4. To be eligible to enter, individuals must, during the Promotional Period, tell us in 25 words or less why you want to experience the beauty of Western Australia at Sculpture by the Sea Cottesloe 2016.
5. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and to 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 discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
6. Incomplete, indecipherable or illegible entries will be deemed invalid.
7. Multiple entries are permitted, subject to the condition that each entry must be submitted separately and be in accordance with the entry requirements.
8. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
9. Judging will take place on Wednesday 17/2/2016 **at 10.00am** (AEST) at the Sculpture by the Sea Office, Level 3 ,61 Marlborough St, Surry Hills NSW 2010. The Winner will be announced on 19/2/2016 at 10.00am 2016. (AEST). The Winner will be contacted directly and the winner will also be announced on Facebook and the Sculpture by the Sea Website.
10. There will be one major prize winner who will receive TWO (2) return economy flights (booked at the same date & time.) from anywhere in Australia

to Perth and FOUR (4) night's accommodation in ONE (1) standard double room at any time during the exhibition dates of 4-20 March 2016. (Please note that all flight & hotel bookings are to be made through the promoter and are subject to the discretion of the promoter and do not include breakfast, room extras, or hotel transfers to and from airport. Any costs for changes of booking dates will be at the cost of the prize winner)

11. The total prize pool value is a maximum of \$3,500, and any unused portion of the prize is not transferable or exchangeable.
12. Entrants consent to the Promoter using their contest entry, name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
13. 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, including but not limited to technical difficulties, unauthorised intervention or fraud, 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.
14. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.
15. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim 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; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of a prize.

16. As a condition of accepting a prize, a winner must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
17. 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. Entry is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to opt out, access, update or correct information to the Promoter. All entries become the property of the Promoter.
18. The promoter is Sculpture by the Sea Incorporated, ABN 84103984756 Suite 302, 61 Marlborough St, Surry Hills, NSW 2010, ph (02) 8399 0299.