

## #sxsmoments Instagram Competition Terms & Conditions

1. Information on how to enter form part of the terms and conditions of entry. Entry into the competition is deemed acceptance of these terms and conditions.
2. The promoter is Sculpture by the Sea Incorporated, ABN 84103984756 Suite 302, 61 Marlborough St, Surry Hills, NSW 2010, ph (02) 8399 0299.
3. Entry is open to all permanent residents of Australia. Employees and their immediate families of the *Sculpture by the Sea* and their agencies and companies associated with the promotion are ineligible to enter the competition.
4. The competition commences at opens 6am (AWST) 1 March 2019 and closes 11.59pm on Monday 18 March 2019.
5. How to enter:
  - Step 1: Download the Instagram application for iPhone or Android
  - Step 2: Take and edit your photo
  - Step 3: Upload the photo to Instagram with the hashtag #sxsmoments (Instagram privacy settings must be set to 'public' for us to retrieve your photo)
  - Step 4: Ensure you have followed the *Sculpture by the Sea* Instagram page.
6. Only entries submitted via the Instagram application and which are appropriately hashtagged will be accepted. Photographs submitted must be original works. We encourage entrants to geotag their photos but this is not essential and non-geo tagged images will not be excluded from the competition.
7. Entries are limited to a maximum of FIVE (5) per entrant. Users found in breach of this limit will forfeit their right to compete.
8. Ten finalists will be chosen from a combination of those photos on the Cottesloe #sxsmoments Facebook album that have the most likes and those chosen by our panel of judges.
9. Judging will take place on Friday 12 April 2019 (AEST) at the *Sculpture by the Sea* Office, Suite 61 Marlborough St, Surry Hills, NSW 2010.
10. The competition is a game of skill and chance plays no part in the selection of the winner. We are looking for the most inspired moment from *Sculpture by the Sea, Cottesloe* 2019. Submissions will be reviewed by our panel of Judges, according to the following criteria:
  - 10.1 The relevance of the submitted photo, as decided by our judge.
  - 10.2 Originality of the submission. Entries that are deemed to not belong to or be taken by the user will not be eligible.
11. Judge's decision is final and no correspondence will be entered into. Prizes cannot be transferred. Non-cash prizes cannot be redeemed for cash.
12. The promoter reserves the right to verify the validity of entries and to disqualify any entry which, in the opinion of promoter, includes objectionable content, profanity, potentially insulting, inflammatory or defamatory statements, disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these terms and conditions of entry or who has, in the opinion of promoter, engaged in conduct in entering the promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the promotion and/or promoter. The promoter reserves the right to disqualify a winner if the promoter becomes aware that the winner and/or the winner's entry is of a type described in this clause.
13. Entries must be received by 11.59pm (AWST) Monday 18 March 2019. The time of entry will in each case be the time the online entry is received by the *Sculpture by the Sea* database. The promoter accepts no responsibility for any late, lost or misdirected entries due to technical disruptions, network congestion or for any other reason.
14. The cost of accessing the promotional website will be dependent on the entrant's individual internet service provider.
15. Use of images
  - 15.1 All images published on Instagram with #SxSmoments may be moderated and displayed on the *Sculpture by the Sea* website and associated social media channels. These images and associated usernames will be public to all.

15.2 By entering the competition and accepting the terms and conditions you agree your images can be broadcast via digital feeds or printed for physical events by *Sculpture by the Sea*.

15.3 We have an agreement with every sculptor in the exhibition that SXS INC can use images of their work free of charge and without the need to obtain their consent for our website, catalogues, ads, posters, books etc. This applies to all non-commercial uses of images of artists' works. Wherever there is a commercial use of the image both the artists and SXS INC agree to discuss entering into an agreement for the use of the image.

15.4 Given that all copyright in the sculptures remain with the artist this necessarily means that although you have copyright in the images you take, neither you nor we have an automatic right to use those images without the artist's approval. As such it is important to note that you do not have the right to sell any of the images without the consent of both the artist and Sculpture by the Sea Incorporated (SXS INC).

15.5 In consideration for the *Sculpture by the Sea* awarding the prize to the winners (including runners up), the winners give the *Sculpture by the Sea* non-exclusive rights to use their submitted image and Instagram name in promotional formats such as announcing the winners via the *Sculpture by the Sea* website, Facebook page, Twitter account and Instagram application and in subsequent competition promotions (with attribution). The winner will not be entitled to any fee for such use.

## 16. Use of personal information

16.1 By entering the competition and accepting the terms and conditions, you agree that *Sculpture by the Sea* may use your personal details for the purpose of conducting the competition, including the use of your Instagram name in promotional formats.

16.2 By entering the competition, you give the *Sculpture by the Sea* permission to contact you via Instagram if you are a winner of the competition.

17. The promoter reserves the right to request winners to provide proof of identity and proof of residency at the nominated prize delivery address. Identification considered suitable for verification is at the discretion of the promoter.
18. The promoter reserves the right to refuse to allow a winner to take part in any or all aspects of the prize, if the promoter determines, in their absolute discretion, that a winner is not in the mental or physical condition necessary to be able to safely participate in the prize. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form determined by the promoter in its absolute discretion.
19. The promoter shall endeavour to contact the winners via their Instagram account within two weeks of the prize draw. In the event that the winner/s cannot be contacted after one month, an alternate winner/s will be selected and the original winner/s will forfeit any prize. The unclaimed prize judging will take place on Monday 13 May 2019 at 10.00am (AEST) at The Sculpture by the Sea Office, Suite 302, 61 Marlborough St, Surry Hills, NSW 2010.
20. The promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to direct or consequential loss) or for any personal injury suffered or sustained in connection with any prize/s, except for any liability which cannot be excluded by law.
21. The promoter is not responsible for any incorrect or inaccurate information, either caused by the phone user or for any of the equipment or programming associated with or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.
22. If for any reason this competition is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this promotion, the promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the competition, subject to any written direction given under state regulation.
23. Prize are as follows:
  - 23.1 Major prize: A *Sculpture by the Sea* prize pack that includes *Sculpture by the Sea* merchandise and the opportunity to become one of the official photographers of *Sculpture by the Sea, Cottesloe 2020*.
24. The Major Prize assumes the photographer is in agreement to provide photos taken during the prize winning trip at *Sculpture by the Sea, Bondi 2019* to be used as Sculpture by the Sea INC official photographs. In this instance, Sculpture by the Sea INC will always credit the winning photographer when photographs are used. The winning photographer is prohibited to sell or use images taking at *Sculpture by the Sea* for commercial use.