

Sculpture by the Sea, Cottesloe 2024

EY People's Choice Prize

Terms & Conditions

1. Participation

The Sculpture by the Sea, Cottesloe 2024 EY People's Choice Prize competition (the "Competition") is conducted by Sculpture by the Sea Incorporated, Suite 302, 61 Marlborough Street, Surry Hills, NSW (the "Promoter") and sponsored by Ernst & Young ("EY"). The Competition is only open to an individual who: (a) is a resident or citizen of Australia aged 18 years or older; (b) has visited Sculpture by the Sea, Cottesloe 2024; (c) is not an employee of the Promoter, EY or agencies and companies associated with the Competition; and (d) is not an immediate relative of such an employee (being an "Entrant").

2. How to enter

There are four methods of entering the Competition, an Entrant may:

(a) fill out a People's Choice Prize voting form in person and put it into the box at the Competition location (Cottesloe);

(b) scan a People's Choice QR code in our Exhibition Catalogue or on-site at Sculpture by the Sea, Cottesloe and complete the online type form;

(c) fill out an online People's Choice Prize voting form on the Sculpture by the Sea Incorporated website; or

(d) fill out a People's Choice Prize voting form within the official Sculpture by the Sea Incorporated App;

each of the four methods (a), (b), (c) or (d) above is defined as an "Entry".

Entries must be submitted by an Entrant between midnight Thursday 29 February 2024 and 12 PM Sunday 17 March 2024 (AWST) (the "Competition Period"). By making an Entry, Entrants agree to be bound by these Terms and Conditions. Multiple Entries will be permitted by an Entrant during the Competition Period.

3. EY People's Choice Award

The artist who receives the most votes for their sculpture will be awarded \$5,000; announced Sunday 17 March at 2pm by a representative of EY.

4. Voter's Prize

Three Entries will be randomly drawn and will win a Sculpture by the Sea Prize Pack, valued at \$300. All Entries to the Competition are subject to verification by the Promoter and these Terms and Conditions. An Entrant must provide to the Promoter copies of documents requested to establish eligibility, including (without limitation) proof of age and residency. If an Entry is ineligible or the

Entrant is not able to accept a prize, a new Entry will be drawn. Three winners will be given prizes (one from each method of entry). Winners will be notified in writing and/or by phone within 7 days of the Competition Period. Prizes can be collected, otherwise they will be sent by mail (to Australian addresses only). If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize of approximately equal value. All decisions are final, and no correspondence will be entered into.

5. Entries

Every entry becomes the property of the Promoter. Entries will be used by the Promoter to support the winning Entrants' claims to the prizes so that the Promoter can provide the prizes to the winners and verify their identities.

6. Privacy

Entrants' personal information will be kept confidential and will not be provided to third parties without prior consent, however by entering into the Competition the Entrant gives the Promoter and EY permission to use the information provided to develop quantitative data about the exhibition for use in marketing and promotional materials.

7. Limitation of Liability

Subject to law, including rights under the Australian Consumer Law:

- neither the Promoter nor EY is liable for any loss, damage or personal injury suffered or incurred by an Entrant in relation to this Competition or the use of the prize; and
- the Promoter and EY reserve the right to modify, suspend or terminate the Competition without notice.