

## Gift Membership Prize Draw 2023 Terms & Conditions

1. Entry into the competition is deemed acceptance of these terms and conditions.
2. Entry is open to all residents of Australia who are 18 years of age or over. However, employees and their immediate families of the Art Gallery of South Australia (herein The Promoter) and their associated agencies and companies are not eligible to enter.
3. The competition commences on 16 November 2023 at 15:00 (ACST) and concludes on Sunday 24 December 2023 at 17:00 (ACST).
4. The prize draw will take place on Monday 8 January 2024 at The Promoters Premises.
5. The prize draw will be promoted at the Art Gallery of South Australia and in the following;
  - a) [agsa.sa.gov.au](http://agsa.sa.gov.au)
  - b) Art Gallery of South Australia's social media channels
  - c) Art Gallery of South Australia's newsletters
  - d) In-venue signage
  - e) Advertising and publicity opportunities
6. To enter, participants must purchase at least 1 x 1 Year Gift Membership or a 1 x 2 Year Gift Membership. Entrants will be required to register their details including (but not limited to) name, phone number, age and e-mail address to qualify a valid entry.
7. Incomprehensible and incomplete entries will be deemed invalid.
8. Entrants may enter more than once with one entry allowed for each Gift Membership purchased.
9. The Promoter reserves the right to request winners to provide proof of identity, proof of residency at the nominated prize delivery address and/or proof of entry validity in order to claim a prize. Proof of identification, residency and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
10. The Promoter reserves the right to verify the validity of entries and to disqualify any entry which, in the opinion of the 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 &

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 Promoter becomes aware that the winner and/or the winner's entry is of a type described in this clause.

11. Entries must be received by 17:00 (ACST) on Sunday December 2023. The time of entry will in each case be the time the entry is received by the Promoter's database. The time of entry will in each case be the time the entry is received by the Promoter's database. The Promoter accepts no responsibility for any late, lost or misdirected entries due to technical disruptions, network congestion or for any other reason.
12. Any entry that is made on behalf of an Entrant by a third party will be invalid.
13. One (1) major prize winner will receive the following:
  - a) One (1) night accommodation, including breakfast, at the Hotel Indigo Adelaide Markets, South Australia, valued up to \$350.
  - b) One (1) bottle of the Yalumba x AGSA 'Frida & Diego: Love & Revolution' Cabernet Sauvignon & Shiraz", valued at \$45.
  - c) One (1) copy of Interwoven Journeys: The Michael Abbott Collections of Asian Art, valued at \$120.
14. The one (1) night accommodation and breakfast, at the Hotel Indigo Adelaide Markets, South Australia is subject to availability.
15. The winner and their companion may stay a maximum of one (1) nights, however any charges (including hotel, additional catering, transfers, other incidental etc.) outside of what has been mentioned in clause 12, are the responsibility of the winner and their companion.
16. The winner must present their original prize letter at the time of booking their accommodation. Bookings must be made by the Hotel Indigo Adelaide Markets.
17. Prizes cannot be transferred, exchanged or redeemed for cash.
18. The prize must be taken, and travel completed before January 2025 and is subject to hotel availability, including blackout periods at specified by Hotel Indigo Adelaide Markets.
19. A credit card imprint or cash deposit may be required from the winner at check-in to the hotel, for all incidental charges.
20. The Promoter makes no representation as to the safety, conditions or other issues that may exist at any destination.
21. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State Regulation.

22. 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.
23. Once prizes have left the Promoter's premises, the Promoter takes no responsibility for prizes damaged, delayed, or lost in transit.
24. By accepting the prize, the winner agrees to participate in and co-operate as required with all reasonable media editorial requests relating to the prize, including but not limited to, being interviewed and photographed, filmed and/or chaperoned throughout the duration of the prize.
25. In the event that for any reason whatsoever a winner does not take an element of the prize at the time stipulated by the Promoter then that element of the prize will be forfeited by the winner and cash will not be awarded in lieu of that element of the prize.
26. Prize values are based upon the recommended retail prices at the time of printing. The Promoter accepts no responsibility for change in prize value between now and the ultimate prize redemption date.
27. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.
28. Each valid entrant who has entered the competition over the duration of the promotional period will be entered into the draw. One (1) valid entrant will be drawn at random to become the winner. The draw will take place at the promoter's premises.
29. The winner will be notified within 3 days of the draw. The winners will be notified of their prize in writing.
30. Prizes will be awarded to person named in the entry.
31. Should an entrant's contact details change during the promotional period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to Promoter.
32. Subject to any direction given under relevant State legislation, an unclaimed prize draw will take place at the Promoter's premises (Art Gallery of South Australia, North Terrace, Adelaide SA 5000), on Monday 5 February 2024 at 11:00 (ACST).
33. The winner will be notified within 2 days of the draw. The winner will be notified of their prize in writing.

34. The Promoter's decision is final and the Promoter will not enter into correspondence regarding the Competition result.
35. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements.
36. 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.
37. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the competition and recommence it from the start on the same conditions, subject to any written directions given under State Regulation.
38. The Promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect 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. The Promoter is not responsible for any incorrect or inaccurate information, either caused by the 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.
39. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
40. The Promoter, and associated agencies and companies assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of entries, and reserves the right to take any action that may be available.
41. 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.

42. All entries become the property of the Promoter. The Promoter collects personal information about you to enable you to participate in this promotion but no further use of this information will be made without prior consent.
43. All opt-in entries will be entered into a database and The Promoter may use the entrant's names, addresses and telephone numbers for future promotional, marketing and publicity purposes in any media worldwide without notice and without any fee being paid unless otherwise advised by the entrant. By opting-in, entrants confirm that they allow their details to be used for this purpose. If entrants no longer consent to their details being used for future marketing purposes, the entrant should contact The Promoter on their details set out below. Any request to update, modify or delete the entrant's details should be directed to The Promoter.
44. Opt-in entries will also be extended to The Promoter's competition Partners for own marketing initiatives.
45. The Promoter is The Art Gallery of South Australia, (ABN: 522 909 878 17) of North Terrace, Adelaide 5000.
46. The Promoter's competition Partners include Hotel Indigo Adelaide Markets (ABN: 95 102 636 113) 23-29 Market Street, Adelaide, South Australia, 5000