

Tarnanthi Art Fair 2023 Promotion - Schedule

<u>General</u>	
Promotion Name	Tarnanthi Art Fair Promotion
Promoter's Details	Name: Art Gallery of South Australia Address: North Terrace, Adelaide, South Australia, 5000 ABN: 52 290 987 817 Privacy Policy: agsa.sa.gov.au
Promotion Start/Close Date	The Promotion starts at 1:00 [ACDT] on Friday 20 October 2023 and closes at 18:00 [ACDT] on Tuesday 24 October 2023. No entries will be accepted after this time ("Promotional Period").
<u>Entry Details</u>	
Entry Instructions	To enter, during the Promotional Period Entrants must: i. attend the Tarnanthi Art Fair at Adelaide Entertainment Centre, ii. provide their details, including but not limited to full name, contact number and email address. Each valid Entrant who has entered the competition during the Promotional Period will be entered into the Winner Determination.
Entry Restrictions	Entry is open to all Australian residents, aged eighteen [18] years or older. Directors, management, employees, officers and contractors (and their immediate families) of the Promoter or of the agencies or organisations associated with this Promotion are ineligible to enter.
Maximum Number of Entries	Entrants may only enter the promotion once.
<u>Winner Determination Details</u>	
Major Prize Winner Determination Details	Method: The Winner will be drawn by chance. Time: From 09:00 [ACDT] Date: Friday 27 October 2023 Location: Art Gallery of South Australia (North Terrace, Adelaide, South Australia, 5000). Winners: One (1) Winner

<u>Prize Details</u>	
Major Prizes	There is one (1) Major Prize to be won during the Promotion Period. The Winner will receive: a) The work of art titled <i>Wandjina</i> by Mildred Minggi Mungulu, valued up to \$450. b) One copy of the Tarnanthi 2023 catalogue, valued at \$54.95. c) One (1) \$200.00 freight voucher to assist with transportation of the work of art. If the Winner resides in the Adelaide metropolitan area, the freight voucher component of the Prize will be forfeited, and cash will not be awarded in lieu.
Prize Terms	The Prize is subject to the terms and conditions as imposed by the provider of the Prize. If the Winner resides from outside the Adelaide metropolitan area, the Prize will include a \$200.00 voucher to contribute towards freight, redeemable with International Art Services (IAS) in Adelaide. If freight costs to transport the work of art are less than \$200.00, no credit or cash is given. If freight costs are higher than \$200.00, the Winner must cover the difference, or if they wish, opt to transport the work by their own means. Freight must be arranged within twenty-eight (28) days of the Winner being notified of their win, otherwise the voucher is void. Once the work of art is accepted by IAS for transportation, the AGSA accepts no further responsibility for the work. The Winner and IAS will have a freight agreement and terms and conditions in place. Please see Clause <i>Notification, Publication, Verification, Delivery</i> for further information. If the Winner does not require freight, they will be able to collect the work of art (framed) from the Art Gallery of South Australia on a day and time agreed with the Promoter. Once the Winner takes the work of art into their possession, the AGSA takes no further responsibility for the safe transport or packing of the work of art. Once the work of art is dispatched, the Promoter is not liable for any damage (whether lost, stolen, forged or tampered with) or delay occurring in the transit of the Prize.

	The Prize is not transferrable to any other person and is not redeemable for cash or an alternative Prize.
Total Prize Pool	The Total Prize Pool is valued up to \$704.95 (RRP including GST).
<u>Notification, Publication, Verification, Delivery</u>	
Notification	The Winner will be notified in writing and/or by telephone.
Verification Requirements	Entrants and the Winner may, at the discretion of the Promoter, be required to: a) provide proof of identity, age and residency to verify their entry (Proof of Identity). Identification considered suitable for verification is at the Promoter's discretion. If an Entrant/Winner fails to provide Proof of Identity by the time and date stipulated by the Promoter, their entry/Prize claim will be deemed invalid at the Promoter's discretion.
Delivery Date/Prize Claim	The Prize must be claimed by 11:00 [ACDT] Friday 10 November 2023. The Promoter takes no responsibility for any incorrect contact details being provided by the Entrant. The Promoter is not liable if the Prize is lost, stolen, damaged or tampered with in any way after it has been dispatched.
Unclaimed Prize Winner Determinations	If the Prize is not claimed within the specified period, the Promoter will conduct an Unclaimed Prize Winner Determination from 12:00 [ACDT] on Monday 13 November 2023 at the Art Gallery of South Australia, North Terrace, Adelaide, South Australia, 5000, to award the unclaimed Prize. The Winner of the Unclaimed Prize Winner Determination will be notified in writing and/or by telephone.

Terms and Conditions

1. Participation in the Promotion constitutes acceptance of these Terms and Conditions (including the Schedule). Any capitalised terms used in these Terms and Conditions have the meaning given in the Schedule, except where stated otherwise.

Entry

2. Entry to the Promotion is open to residents who meet the Entry Restrictions.

3. The Promotion will be conducted during the Promotional Period. To enter, Entrants must comply with the Entry Instruction during the Promotional Period. Any entry must be made personally. No entry made by a third party on behalf of an Entrant will be valid.
4. Each entrant in the competition may submit one entry only. Entries must be submitted in accordance with the Entry Instruction. Once submitted, entries will not be capable of alteration or deletion.
5. Entries must be received by the Promoter during the Promotional Period. Entries are deemed received at the time of receipt into the relevant database. The Promoter accepts no responsibility for any late, lost or misdirected entries due to technical disruptions or any other reason.
6. The Promoter reserves the right to verify identity as per the Verification Requirements. In the event that a Winner cannot provide suitable proof, the Winner will forfeit the Prize in whole and no substitute will be offered.
7. 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 or other defamatory statements. The Promoter reserves the right to disqualify any Entrant or Winner who breaches these Terms and Conditions, tampers with the entry process, engages in unlawful, fraudulent, misleading or deceptive behaviour (including any behaviour calculated to jeopardise the fair and proper conduct of the promotion), or damages the goodwill or reputation of the Promoter. Illegible, incomprehensible and incomplete entries will also be deemed invalid.

Prizes

8. The Prize is specified in the Prize Details, and subject to Prize Terms (including those specified below). The Total Prize Pool is also specified in the Schedule.
9. The Prize value is based upon the recommended retail price at the time of printing (inclusive of GST). The Promoter accepts no responsibility for change in Prize value between now and the final Prize redemption date.
10. All costs associated with a Prize, which are not expressly included in the Schedule as an element of the Prize, are the responsibility of the Winner.
11. 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.

12. It is a condition of accepting the Prize that the Winner must comply with all conditions of use of the Prize and any other requirements, or terms, imposed by the supplier of the Prize.

Determination and Notification

13. The Winner will be notified as per the Schedule. The Promoter and the companies/agencies associated with the Promotion may also publish the name and State/Territory of residence of the Winner on their website(s) and in trade publications.
14. The Prize will be awarded to the person named in the valid entry which was drawn by chance.
15. Should an Entrant's contact details change during the Promotional Period, it is the Entrant's sole responsibility to notify the Promoter.

Claiming Prizes

16. The Prize must be claimed by the Prize Claim Date in accordance with instructions set out in the Schedule. If a Prize is not accepted or claimed by that Prize Claim Date, the Promoter reserves the right to distribute the unclaimed Prizes in accordance with the Unclaimed Prize Winner Determination details specified in the Schedule. The Winner of the unclaimed Prize will be notified in accordance with the Schedule.
17. In the event (for any reason) that a Winner does not take or participate in an element of the Prize at the time stipulated by the Promoter, then that Prize will be forfeited, and cash will not be awarded in lieu of that element of the Prize.

Other Terms

18. The Promoter is not liable for any tax implications that may arise from the Prize winnings.
19. The Winner agrees to participate, as reasonably required, in media editorial requests relating to the Prize, including being interviewed, photographed and filmed.
20. All Entrants hereby consent to the Promoter using the Entrant's 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 purposes of promoting this competition, and any products or services supplied by the Promoter.
21. 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. If the legal release is not signed within the time specified, the relevant entry will be deemed invalid. Where

such occurs, the Promoter may determine a new Winner in accordance with the arrangements specified in the Schedule (Unclaimed Prize Winner Determinations).

22. The Promoter and agencies or companies associated with this Promotion will not be liable for any loss or damage whatsoever which is suffered (including indirect or consequential loss) or for any personal injury suffered or sustained in connection with a Prize except for any liability which cannot be excluded by law.
23. The Promoter and their associated agencies and companies is not liable for (including any costs) any error, omission, interruption, deletion, defect, delay in operation or transmission, tampering, unauthorised intervention, fraud, theft or destruction or unauthorised access to, or alteration of entries, and any cause beyond the control of the Promoter, and reserves the right to take any action that may be available.
24. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to properly 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, computer virus, fraud, tampering, unauthorised intervention or technical failure, the Promoter may in its absolute discretion cancel, terminate, modify or suspend the competition.
25. All entries become the property of the Promoter. The Promoter and its agents, collect, hold and use the personal information of Entrants for the purpose of conducting this competition, and for future promotion of the Promoter's goods and services in accordance with the Promoter's Privacy Policy.
26. The Promoter may disclose Entrants' personal information to companies connected with this Promotion. If the Entrant does not agree with the collection, use, holding or disclosure of their personal information, they must not enter this competition. If the Entrant no longer consents to their details being used, or wishes to update, modify or delete their details, the Entrant should contact the Promoter.