

## VISA "THE ESSENTIAL DUCHAMP" COMPETITION

### TERMS AND CONDITIONS

#### **Introduction**

1. Information on how to enter this promotion and the prizes to be won forms part of these Terms and Conditions. By participating, entrants ("**you**") agree to be bound by these Terms and Conditions. Entries must comply with these Terms and Conditions to be valid.
2. Entry is only open to residents of Australia who are aged 18 years or over.
3. Employees (including contractor staff) of the Promoter and their Immediate Families, and any of the Promoter's agencies, suppliers or contractors associated with this promotion and their Immediate Families, 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 first cousin.)
4. The Promoter reserves the right, in its sole discretion, but shall not be under any obligation, to verify the validity of any entry or any information provided by an entrant (including his or her age, identity, residential address and any other information relevant to entry into, or participation in, this promotion). If the Promoter, in its sole discretion, carries out any verification, its decision shall be final and you agree not to make any claim or complaint in relation to the same. The Promoter may, in its sole discretion, disqualify any individual who submits an entry that in the sole opinion of the Promoter is not in accordance with these Terms and Conditions or who provides false information, fails to provide information, conspires with others to gain an unfair advantage or who is otherwise involved in manipulating, interfering or tampering in any way with this promotion. Entrants agree and acknowledge that the Promoter shall not be obliged to explain or disclose its reasons for disqualification, and that all disqualification decisions made by the Promoter shall be final and not subject to challenge or inquiry. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation are expressly and generally reserved.
5. This promotion commences at 7:00am on 14 May 2019 and final entries close at 9:00am on 3 June 2019 ("**Promotional Period**"). All times are AEST, as applicable in New South Wales, Australia.
6. Entries must be received before the end of the Promotional Period. Entries are deemed to be made at the time of receipt by the Promoter, not the time of posting or transmission by the entrant. The Promoter accepts no responsibility for any entries not received for any reason (whether or not due to any negligence by the Promoter), including without limitation any technical errors, misdirection or misspellings.

#### **How to Enter**

7. To participate in the promotion, the entrant must complete the following steps during the Promotional Period to submit an "**Entry**":
  - (a) visit <https://visaentertainment.com.au/feature/the-essential-duchamp>;
  - (b) follow the prompts to the promotion entry page;
  - (c) input the requested details, including your full name, email address and an answer to the question: "Tell us in 25 words or less, your favourite gallery or art space to visit in your local town/city, and why."; and
  - (d) submit the fully completed online entry form.
8. Incomplete, indecipherable, or illegible entries will be deemed invalid.

9. Multiple Entries are permitted per person, however each Entry must be **substantially unique** and submitted separately and in accordance with entry requirements.
10. This is a game of skill and chance plays no part in determining the winners. All Entries will be judged individually on their merits based on the Entries' originality, creativity and suitability to the question. The best valid Entries, as determined by the judges, will receive a Prize. All entrants acknowledge and agree that there is an element of subjectivity in the judging criteria. All decisions by the judges will be final and no correspondence will be entered into. Entrants irrevocably agree not to challenge the results of the promotion or any decision made by the judges.
11. Entrants agree that they are fully responsible for any materials they submit via the promotion including but not limited to comments, recordings and images ("**Content**"). The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove or decline to publish any Content without notice for any reason whatsoever. Entrants warrant and agree that:
  - (a) they will not submit any Content that is unlawful or fraudulent, or that is in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;
  - (b) their Content shall not contain viruses or cause injury or harm to any person or entity;
  - (c) they will obtain prior consent from any person or from the owner(s) of any property that appears in their Content;
  - (d) the Content is the original work of the entrant or they will obtain full prior consent from any person who has jointly created or has any rights in the Content to the uses contemplated by these Terms and Conditions, and the Content does not infringe the rights of any third party;
  - (e) they consent to any use of the Content which may otherwise infringe the Content creator's/creators' moral rights pursuant to the *Copyright Act 1968* (Cth) and warrant that they have the full authority to grant these rights; and
  - (f) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.
12. The Promoter may, but is not required to, screen or monitor Entries, including for compliance with the requirements set out above. The Promoter will make all determinations as to the compliance and appropriateness of Entry submissions in its sole discretion. Entrants irrevocably agree and acknowledge that the Promoter may reject, edit or remove any Entry at any time without notice and without assigning any reason whatsoever.
13. Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of clause 11 above.

### **Prizes**

14. There will be ten (10) prizes of equal value to be won across Australia during the Promotional Period. The total prize pool value is AU\$400.00.
15. The best ten (10) valid Entries received for the promotion, as determined by the judges in accordance with clause 10 will win the following prize (each a "**Prize**"), valued at AU\$40.00: one double pass (admits two (2) people), valid until 11 August 2019, to see "The essential Duchamp" exhibition at the Art Gallery of New South Wales.

16. Any ancillary costs associated with redeeming an exhibition ticket are not included. Any unused balance of an exhibition ticket will not be awarded as cash. Redemption of an exhibition ticket is subject to any terms and conditions of the issuer including those specified on the exhibition ticket.
17. Any costs associated with entering this promotion or claiming a Prize are the responsibility of the entrant and under no circumstances whatsoever may a claim be brought against the Promoter for any such costs (whether as damages, loss, expense or otherwise).
18. If a Prize (or part of a Prize) is unavailable, the Promoter reserves the full right to substitute the Prize with an alternative prize of equal or greater value and/or specification.
19. The judging will commence at 10:00am on 3 June 2019 at Clemenger BBDO (Sydney) Pty Ltd, Level 2, Pier 8/9, 23 Hickson Road, Walsh Bay NSW 2000 Australia. The Promoter's decision is final and no correspondence will be entered into. The judges may select additional reserve Entries, which they determine to be the next best, and record them in order, in case of an invalid Entry or ineligible entrant.
20. Winners will be notified via email.
21. Winners must contact the Promoter within 5 calendar days of the day that the notification was issued by the Promoter, and follow the instructions set out in the notification. If for any reason a winner does not take or claim a Prize (or an element of a Prize) by the time stipulated by the Promoter, then the Promoter has the sole right and discretion (without the need for further notification) to select an alternative winner and the original winner will automatically forfeit the Prize in such an event. If a Prize remains unclaimed or unawarded by 9:00am on 14 June 2019, the Promoter may dispose of the Prize as it sees fit.
22. A Prize cannot be resold (at a premium or otherwise) or advertised or offered for resale on the Internet or any other medium.
23. A Prize, or any unused portion of a Prize, is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified. All taxes that may be payable as a consequence of receiving a Prize are the sole responsibility of the winner.
24. The winner of a Prize must immediately provide a copy of these Terms and Conditions to his or her chosen companion. By agreeing to participate in the Prize, each companion agrees to be bound by these Terms and Conditions in the same manner, and to the same extent, as the winner.
25. As a condition of accepting a Prize, the winner and their companion may be required to sign legal documentation in the form required by the Promoter and/or prize suppliers, including but not limited to a legal release and indemnity form. The winner will take responsibility for all breaches, acts and omissions of his/her companion which shall be deemed as the winner's breach, act or omission (as the case may be).

### **General**

26. By submitting an Entry, you grant the Promoter, its affiliates and sub-licensees a non-exclusive, irrevocable, perpetual, royalty-free, worldwide licence ("**Licence**") to use, reproduce, distribute, display, perform, redact, edit, republish, sublicense, translate, copy and create derivative works from your Entry, for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media now known or hereafter developed, without any payment, compensation or further notification to or permission from you. Pursuant to the grant of the Licence as aforesaid, for the avoidance of doubt you consent to the Promoter, and anyone acting on behalf of the Promoter, doing any act in

accordance with the Licence that would otherwise constitute an infringement of any moral or intellectual property rights that you or any other relevant party may have in your Entry.

27. Entrants 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 purpose of promoting this competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
28. 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) to modify, suspend, terminate or cancel the promotion, as appropriate.
29. Any cost associated with accessing the competition website is the entrant's responsibility and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
30. 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 States 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) exclude 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.
31. 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 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/redemption of a Prize.
32. To the extent permitted by law, the Promoter (including its officers, employees and agents) will not be responsible for any acts of God, acts of terrorism or war (declared or undeclared), state of emergency, disaster, technical failures, tampering, unauthorised intervention, fraud, computer viruses or other events beyond the control of the Promoter which affect the proper conduct or administration of this promotion, or prevent the awarding of a Prize in accordance with these Terms and Conditions. If such event occurs, the Promoter reserves the right in its

sole discretion to cancel, terminate, modify or suspend the promotion, subject to any written directions from a relevant regulatory authority.

33. As a condition of participating in the promotion, all entrants (whether or not a winner) will indemnify the Promoter, all organisers, sponsors and all other persons and organisations associated in any way with this promotion and its affiliates against all claims, damages, liabilities, costs and expenses (including costs on a solicitor-client basis) which the Promoter and its affiliates may incur arising out of their participation in the Promotion or (if applicable) the Prize, by the entrant, any breach of these Terms and Conditions, or any wrongful or illegal act or omission in the promotion and/or course of participating in the Prize, howsoever caused.
34. The Promoter collects personal information ("**PI**") in order to conduct its business and the promotion and may, for this purpose, disclose such PI 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 PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://www.visa.com.au/legal/privacy-policy.html>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian privacy laws or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter will not disclose entrant's personal information to any entity outside of Australia.
35. The Promoter may also disclose PI to selected partners, if an entrant consents to such disclosure at the time of entry, who may use the information for their own marketing purposes. For details on how PI will be handled by such partners, entrants should view their privacy policy (which will be made available at the time of entry, where applicable).
36. The laws of New South Wales, Australia apply to this promotion to the exclusion of any other law. Entrants submit to the exclusive jurisdiction of the courts of New South Wales, Australia.
37. The promoter is Visa AP (Australia) Pty Ltd (ABN 20 134 885 564) of Level 39, Tower 2, International Towers Sydney, 200 Barangaroo Avenue, Sydney NSW 2000, telephone (02) 9253 8864 ("**Promoter**").