

### *Desert River Sea survey terms & conditions*

1. Information on how to enter and prizes form part of these terms and conditions of entry. Any entry not complying with these terms and conditions is invalid.
2. Entry is open to residents of Australia, 16 years of age or over, who have visited the “*Desert River Sea: Portraits of the Kimberley*” exhibition on display at the Art Gallery of Western Australia in Perth, Western Australia between 6pm (AWST) 6 February 2019 and 5pm (AWST) 27 May 2019.
3. Employees and the immediate families of The Promoter (Art Gallery of Western Australia), and the Promoter's Agencies, are ineligible to enter.
4. If an Entrant is under 18 years of age they must have their parent or guardian's approval to enter this promotion.
5. To enter, Eligible Entrants must during the Promotion Period visit the “*Desert River Sea: Portraits of the Kimberley*” exhibition at the Art Gallery of WA and complete the exit survey.
6. The competition mechanic is geo-location dependent and entries only submitted within the predetermined geo-location (Art Gallery of Western Australia) will be submitted and eligible for entry.
7. The Promotion commences at 6pm (AWST) 06 February 2019 and closes 5pm (AWST) 27 May 2019 (“Promotion Period”).
8. The Promoter reserves the right to request the Winner provides proof of identity, proof of residency at the nominated prize delivery address and proof of entry validity including proof of visiting the “*Desert River Sea: Portraits of the Kimberley*” exhibition 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.
9. 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 Promoter becomes aware that the Winner and/or the Winner's entry is of a type described in this clause.
10. The Winner will be determined through a Random Integer Generator drawn by The Promoter at 10am on Tuesday 28 May 2019 at the Art Gallery of Western Australia, Perth Cultural Centre. The Winner will be contacted within one week of the draw through their nominated email address.
11. The first eligible entry drawn will win the one (1) Major Prize consisting of:
  - o \$50 AUD Shop voucher to be redeemed at the Art Gallery of WA Shop.
12. The total maximum retail value of all Prizes is AUD \$50.
13. Each component of the prize must be taken as stated and no compensation will be payable if a Winner is unable to use the prize as stated. Each prize is not transferable to another person (unless agreed to by the Promoter) or exchangeable for other goods and services and cannot be redeemed for cash. If the Winner of a prize is under 18 years of age the prize will be awarded to the Winner's parent or guardian on their behalf. Any element of a prize that is unused will be forfeited.
14. Compliance with any health or other government requirements is the responsibility of the/each prize Winner.
15. If a Prize cannot be provided for any reason, the Promoter reserves the right to provide an alternative Prize to the same value and nature, subject to approval by the relevant state authorities.
16. The Prize values are correct at time of printing but no responsibility is accepted for any variation in the value of any of the Prizes.
17. The Promoter reserves the right to redraw in the event of any Entrant being unable to satisfy these Terms and Conditions or forfeiting or not claiming any Prize. If a Prize remains unclaimed or forfeited through ineligibility or otherwise, the Promoter will conduct further draws, as required, at the same time and place as the original draw. The Winner will be contacted within one week of the draw through their nominated email address.
18. 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.

19. The Promoter is not liable for any loss or damage whatsoever which is suffered, including but not limited to indirect or consequential loss, or for personal injury suffered or sustained during the course of accepting or using any Prize, except for any liability which cannot be excluded by law.
20. The Promoter's decision is final and the Promoter will not enter into correspondence regarding the competition result.
21. It is a condition of accepting the prize that the Winner must comply with all the conditions of use of the prize and the Promoter's requirements.
22. 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, including permissions to photograph competition Winner for promotional uses by the Promoter.
23. The Winner agrees to the use of their name, and the photograph of themselves for publicity and promotional purposes, without compensation, and agrees that the Promoter will own copyright of any such images and photograph/s and in all material incorporating the photograph/s.
24. If for any reason this promotion is not capable of running as planned (whether caused by infection by computer virus, line drop out, bugs, tampering, unauthorised intervention, fraud, technical failures or any other cause beyond the control of the Promoter which corrupt or affect the administration, security, fairness or integrity of the promotion), the Promoter reserves the right in its sole discretion, (subject to any written direction given by a relevant Regulatory Authority), to cancel, terminate, modify or suspend the promotion. The Promoter may in its sole discretion disqualify any individual who tampers with the entry process.
25. 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.
26. Entries are deemed to be received at the time of receipt into the Promoter's database. The Promoter is not responsible for receipt of incorrect, inaccurate or incomplete information, either caused by website users or by any of the equipment or programming associated or utilised in this competition, or by any technical error that may occur in the course of administration of this competition. The Promoter assumes 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.
27. The Promoter collects information about Entrants to include them in the promotion and, where appropriate, to award Prizes. Entrants can gain access to their personal information by contacting our privacy officer as all entries become the property of the Promoter. The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including, but not limited to, prize/reward suppliers and as required, to Australian regulatory authorities. Entry is conditional on providing this information. Entrants can request access to, or correction of, their details by contacting the Promoter on (08) 9492 6600. Entrants should direct any request to access, update or correct information to the Promoter.
28. The Promoter is The Art Gallery of Western Australia, ABN 14 734 347 675. PO Box 8363 Perth Business Centre Perth WA 6849.