

## **TERMS AND CONDITIONS FOR THE ARCHIBALD PRIZE 2022 REGIONAL TOUR COMPETITION AT MAC YAPANG PROMOTION ON CONCRETE PLAYGROUND**

Information on how to enter to win a Lake Macquarie prize pack for completing and submitting the entry form as part of these terms and conditions.

By participating, entrants agree to be bound by these terms and conditions.

### **ELIGIBILITY**

- Entry is open to residents in NSW only, aged 18 years and over.
- Employees and their immediate families of the Promoter and its agencies associated with this Promotion are ineligible to enter.

### **ENTRY**

- The Promotion commences at 12pm Tuesday, 4th April 2023 and closes at 5pm Monday 1 May 2023. No entries will be accepted outside of the Entry Period.
- To enter, readers must complete and submit their answer to *'Tell us in 25 words or less which notable Australian you most want to see showcased in the next Archibald Prize and why'*
- Entries must be received by the Promoter during the Promotional Period only.
- All entries are deemed to be received at the time of receipt by the Promoter, not the time of transmission by the Entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
- By entering the promotion, entrants acknowledge that if they are not located in NSW only, they cannot redeem the prize.

### **PRIZES**

1 winner will receive:

- 2 x complimentary general admission tickets to the Archibald Prize 2022 Regional Tour at MAC yapang
- 1 x \$100 dining voucher for Three Bears Café at MAC yapang (table must be booked in advance)
- 1 x Gift pack from shop MAC valued at \$150 (includes an Archibald Prize 2022 catalogue and book 'Lets Face It, The History of the Archibald Prize')
- 2 x complimentary tickets to experience Coast XP's 'Lake Cruise and Nature Walk' tour
- 1 x \$250 voucher for 2 people to stay in a Lake View room at the Esplanade Motel in Warners Bay

## **JUDGING AND THE WINNER/S**

- The Competition is a game of skill, chance plays no part in determining the winner(s).
- The Promoter will select one Winner at 12pm on Tues, 2nd May 2023 from all eligible entries submitted during the Entry Period.
- Each valid entry will be judged individually on its merits by the Promoter.
- The winning entry will be the entry or entries that best satisfy the Content Criteria as determined by the Promoter.
- To be eligible for the draw, entries must be submitted by 5pm Monday 1 May 2023. The Promoter will notify the Winners by email within 48 hours of the draw. The Winners will be asked to send the Promoter a reply email to formally accept the prize and provide proof of age.
- The Judges' decision will be final and binding and no correspondence with entrants or any other person will be entered into.
- If the Winners cannot be notified (including where emails are returned 'undeliverable'), or does not make contact with the Promoter within 96 hours of notification, or cannot be verified (including where a winner cannot provide proof of age), or is otherwise unable to accept the Prize, their selection as the Winners may be forfeited and an alternative winner may be drawn, in the Promoter's sole discretion. No financial or other consideration will be awarded to the forfeiter.

## **PRIVACY**

- Information from all entries will be collected and used for the purposes of conducting this Promotion (which may include disclosure to third parties for the purpose of processing entries, contacting the Winner, arranging for delivery of the Prize and otherwise conducting this Promotion) and for publicity purposes surrounding this Promotion.
- By entering this promotion entrants agree to join the e-newsletter and mailing list for Concrete Playground.
- By selecting Yes to 'Are you happy for Concrete Playground to share your results with our partner Lake Macquarie City and receive further marketing communications from the brand?' Entrants are consenting for their contact details to be shared with Lake Macquarie City and their affiliated brands for marketing purposes.
- By entering this Promotion entrants consent to the use of their information as described. Personal information will otherwise be dealt with in accordance with the Concrete Playground Privacy Policy at <https://concreteplayground.com/sydney/privacy-policy>.

## **GENERAL**

- The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence and vaccination proof) and to disqualify any entrant who submits an entry that is not in accordance with these terms and conditions or who tampers with the entry process.
- The Promoter accepts no responsibility for late or misdirected entries. The Promoter assumes no responsibility for any failure to receive an entry as a direct or indirect result of a technical problem of any kind or any traffic congestion on the internet or any website. Entries are deemed to be received at the time of receipt into the competition database, not at the time of transmission by the entrant. Errors and omissions will be accepted at the Promoter's discretion.
- The Prize is the sole responsibility of the Winner. Prizes are not transferable and are not redeemable for cash. In the event that any prize becomes unavailable for reasons beyond the Promoter's control, the Promoter may substitute a prize of equal or greater value.
- Participants must comply with all requirements of the Promoter including requirements specified in the Terms and Conditions. The Promoter may, at its absolute discretion, declare any or all entries made by an entrant invalid if the entrant:
  - (a) fails to establish their entitlement to enter the Promotion to the Promoter's satisfaction;
  - (b) tampers with or benefits from any tampering with the entry process or the operation of the Promotion;
  - (c) submits an entry which in the Promoter's opinion is not in accordance with these Terms and Conditions;
  - (d) acts in a disruptive manner or acts with the intent to annoy, abuse, threaten or harass any other person; or
  - (e) in the opinion of the Promoter, engages 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.
- If for any reason any aspect of the Promotion is not capable of running as planned, the Promoter reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Promotion, or invalidate any affected entries, at any time without prior notice. Where it is practical for it to do so, the Promoter will notify entrants of such changes.
- Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) excludes all liability (including negligence) for claims, losses (including loss of opportunity), damages, injuries, costs and/or expenses, whether direct, indirect, special or consequential, suffered, sustained or incurred as a result of, or arising in any way out of, or in any way connected with, the Promotion or any prize.
- Without limiting the foregoing, the Promoter assumes no responsibility for, and the entrants release the Promoter from, any loss, claim, damage or

injury to person or property if, for any reason beyond the Promoter's reasonable control (e.g. due to computer viruses, tampering, unauthorised intervention, fraud, technical failures etc.), this Promotion is not able to be conducted as planned and/or the Promotion's administration, security, fairness or integrity are corrupted or affected. Further, in such circumstances, the Promoter may modify or suspend the Promotion and/or invalidate any entries of any individual in any way involved in interfering or tampering with the conduct of the Promotion or abusing the communication system upon which the Promotion is being conducted.

- The Promoter is Concrete Playground, 120 Bourke Street, Woolloomooloo, 2011 (ABN 25 154 344 573)
- The Promoter reserves the right to vary the terms of, or cancel, the Competition at any time without liability to any entrant or other person, subject to applicable laws