

1. The Promoter is Heide Park and Art Gallery (A.B.N.6000-5712-943) trading as Heide Museum of Modern Art². Information on prizes and how to enter Heide Park and Art Gallery competitions form part of these Terms & Conditions of Entry.
3. By entering Heide Park and Art Gallery competitions, entrants accept the above-stated Terms & Conditions of Entry.
4. Entry to Heide Park and Art Gallery competitions are open to all Australian residents; excluding employees and the immediate families of the Promoter and its related companies.
5. To enter Heide Park and Art Gallery competitions, entrants must answer all competition questions and entries must be received by the Promoter by the close of business on the specified closing date.
6. Prize winners of Heide Park and Art Gallery competitions are selected at 7 Templestowe Road, Bulleen, VIC 3105 on the specified competition judging date. Winners are contacted by email or mail within 5 business days of selection and may be announced in an upcoming broadcast of the respective electronic newsletter and/or the organisation's website.
7. The judges' decision is final and binding. As such, no correspondence will be entered into.
8. Competitions are games of skill and as such, winning entries are selected based on the creativity of entries submitted.
9. Unless expressly stated, all other expenses become the responsibility of the winner.
10. If any prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value.
11. Prize winners are advised that tax implications may arise from their prize winning and may wish to seek independent financial advice prior to the acceptance of the prize.
12. Subject to the unclaimed prize draw clause, if for any reason a winner does not take the prize or an element of the prize by the time stipulated by the Promoter, then the prize or that element of the prize will be forfeited.
13. All prize winners agree to the use of their name and address suburb for publicity and competition purposes, without compensation.
14. 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 the prize except for any liability which cannot be excluded by law.
15. As a condition of accepting the prize, the winner (and his/her companion – where applicable) must sign any legal documentation as and in the form required by the Promoter

and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.

16. Prizes are not redeemable for cash, credit or product and no exchanges are offered. The Promoter accepts no responsibility for any variation in the value of the prize (or part thereof).

17. The Promoter, their associated agencies and companies associated with this competition take no responsibility for prize damage or lost in transit and the Promoter will not be responsible for any delay in delivery, damage to or loss in transit of the prize.

18a. Each entrant's personal information ("PI") is collected to enable the Promoter to administer and promote this Competition and the winner. The PI of winners may be provided to third parties who are assisting the Promoter, including prize suppliers, deliverers and authorities that regulate competitions. Entrants who fail to provide all requested PI, may be determined by the Promoter, at its sole discretion to be ineligible to win a prize. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

18b. The collection, use and disclosure of personal information provided in connection with this promotion is further governed by the Privacy Policy found on the Heide Park and Art Gallery website.

19. The Promoter assumes no responsibility for any error, omission, interruption, corruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of, entries. The Promoter is not responsible for any problems or technical malfunction of any telephone network or lines, computer networks and systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by the Promoter on account of technical problems or traffic congestion on the Internet or at any web site, or any combination of them, including any injury or damage to any entrant's or any other person's computer related to or resulting from participation or downloading any materials in this Competition.

20. All entries become the property of Heide Park and Art Gallery. As such, Heide Park and Art Gallery is the owner of all copyright and other intellectual property in the winning responses.

21. The laws of Victoria govern Heide Park and Art Gallery competitions.

22. For all alcohol prizes: Entry is open to all residents of Australia aged 18 years and over (excluding residents of Northern Territory). No more than 20 litres of alcohol will be won by New South Wales residents. Once 20 litres of alcohol has been won by New South Wales residents, cash will be awarded in lieu of the remaining alcohol prize. The Promoter will require winners to provide proof of age. Identification considered suitable for verification is at the Promoter's discretion. The Promoter encourages consumers to drink responsibly. Guidelines are available at <http://www.nhmrc.gov.au/publications/synopses/ds10syn.htm>

23. For all travel prizes; Passports, any requisite visas, spending money, meals, insurance, transport to and from departure point, additional transfers, items of a personal nature, in-room charges and all other ancillary costs are not included. The winner and companion must depart from and return to the same departure point and travel together. Frequent flyer points will not form part of the prize. If for any reason a winner does not take the prize or an element of the prize at the time stipulated by the Promoter, then the prize or that element of the prize will not be redeemable for cash and is subject to booking and flight availability. Itineraries are to be determined by the Promoter in its absolute discretion.

24. During the entire duration of the travel prizes, a nominated parent/guardian must accompany any person under 18 years of age unless otherwise stated. The winner (and his/her companion) is responsible for ensuring that they have valid passports, and any requisite visas, vaccinations and travel documentation. Prize is subject to the standard terms and conditions of individual prize and service providers. Winner may be required to present credit card at time of accommodation check in.

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 jeopardize the fair and proper conduct of the competition. The Promoters legal rights to recover damages or other compensation from such an offender are reserved.

26. If for any reason the competition is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter, which corrupt or affect the administration security, fairness or integrity or proper conduct of this competition, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process or to cancel, terminate, modify or suspend the competition.

27. In the case of the intervention of any outside agent or event which naturally changes the result or prevents or hinders its determination, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strikes; the Promoter may in its absolute discretion cancel the event and recommence it from the start on the same conditions at a later date.

28. Please allow up to 28 days for delivery of prizes from the draw date. Prizes will be sent to delivery address provided by the winners. The Promoter and prize suppliers will take no responsibility for prizes lost or damaged in transit.