

# GAUGUIN'S WORLD EXHIBITION GIVEAWAY TERMS AND CONDITIONS

The following terms and conditions apply to the Gauguin's World: Tona Iho, Tona Ao Exhibition Giveaway (Competition) being conducted by Constitution Place Pty Limited ACN 611 872 041 as trustee for the Constitution Place Unit Trust ABN 27 784 485 870 and its related entities (Competition).

## Duration

3:00 pm Australian Eastern Standard Time (AEST) Wednesady 25 September 2024 to 9:00 am (AEST) Monday 30 August 2024.

### Prize

A double pass (two tickets) to seeGauguin's World: Tona Iho, Tona Ao exhibition at the National Gallery of Australia Canberra.

Value of prize: \$70

There are two (2) prizes to be won. Total competition value: \$140.

### Notes:

- 1.It is a condition of accepting the Prize that the winner must comply with all the terms and conditions of use of the Prize, and the directions of the Promoter's and Supplier's representatives.
- 2. The Prize is not transferable or exchangeable and cannot be taken as cash.

## **ENTRY CONDITIONS**

- These are the terms and conditions of entry into the Competition (Terms). By entering into the Competition, you are deemed to have accepted these Terms.
- 2. The promoter is Constitution Place Pty Limited ACN 611 872 041 as trustee for the Constitution Place Unit Trust ABN 27 784 485 870 (Promoter).
- 3. The Prize supplier is the Canberra Raiders Rugby League Football Club and Constitution Place (Suppliers).
- 4. The Competition will open at 3:00pm (AEST) on Wednesday 25 September 2024 and will close at 9:00 am (AEST) on Monday 30 September 2024 (Competition Period). All entries must be received by the Promoter during the Competition Period.
- 5. Entry to the Competition is open to all residents of Australia over 18 years of age, excluding employees of the Promoter and Supplier and other agencies, firms or companies associated with the Competition, and their immediate families (Eligible Entrants). Immediate family means any of the following: spouse, ex-spouse, de facto spouse, child or step-child (whether

- biological or by adoption), parent, step-parent, grandparent, step- grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.
- 6. To enter the Competition, Eligible Entrants must during the Competition Period, complete and submit the online entry form on the Constitution Place website.
- 7. The Promoter, subject to State and Territory legislation, reserves the right not to accept the entry of any entrant (or to disqualify an entrant) if the Promoter considers that the entry contains anything defamatory or is otherwise inappropriate or is not submitted in accordance with these Terms.
- 8. An entrant may only enter as an individual with only one valid entry per person accepted into the Competition.
- 9. All entries become the property of the Promoter.
- 10. The prize winners will be randomly selected from the pool of entrants who have supplied their relevant details on the online entry form.
- 11. The draw will take place at the Promoter's office at Level 4, 21 Terminal Avenue, Plaza Offices West, Canberra Airport ACT 2609, at 10:00 am (AEST) on Monday 30 September 2024 via random selection.
- 12. The winners of the Prize will be notified by telephone within one (1) business day of the draw. The winner will also be notified by email and the winner's names may be published electronically on the Promoter's website and social media platforms.
- 13. In the event that the winner is unable to be contacted, and all reasonable methods of communication are unsuccessful, the Prize will be re-distributed to the second closest guess by an unclaimed prize draw conducted by the Promoter on Wednesday 2 October 2024 at 10:00 am [AEST] at the Promoter's office.
- 14. All entrants acknowledge that the Promoter collects personal information in order to conduct the Competition and may, for this purpose, disclose this information to third parties, agents, contractors, service providers. Entry is conditional on providing this information.
- 15. By participating in the Competition, all entrants agree and acknowledge that they may be contacted by the Promoter:
  - (a) to provide comments about the Canberra Airport precinct and offers; and
    - (b) by direct mail and email, including for



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direct marketing purposes.

- 16. On such occasions, entrants will be provided with an opportunity to opt-out of receiving further marketing information. Entrants may also contact the Promoter at any time if they do not wish to receive marketing and/or promotional information.
- 17. The Promoter may, for an indefinite period, unless otherwise advised, use the information gathered by this Competition for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to access, update or correct information to the promoter.
- 18. For avoidance of doubt, entrants consent to the Promoter using their name, image and voice in the event they are the winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting the Competition and subsequent similar competitions.
- 19. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity and age) and to disqualify any entrant who submits an entry that is not in accordance with these Terms or who tampers with the entry process. Errors and omissions will 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. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
- 20. The Promoter's decision is final, and no correspondence will be entered into about the Competition, excluding regulatory organisation obligations.
- 21. Any ancillary costs associated with winning the Competition are not covered by the Promoter or the Supplier. These costs need to be funded by

the Prize winner.

- 22. The Prize is subject to change at any time. The Promoter reserves the right to offer a substitute prize of comparable value if for some reason, the Prize is not available.
- 23. As a condition of accepting the Prize, the winner may be required by the Promoter to sign any legal documentation as and in the form required by the Promoter and the Supplier in their absolute discretion, including but not limited to a legal release and indemnity form.
- 24. If this Competition is interfered with in any way or is not capable of being conducted as anticipated due to circumstances beyond the reasonable control of the Promoter or the Supplier, including but not limited to technical difficulties, unauthorized 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 competition, as appropriate.

- 25. Except for any liability that cannot by law be excluded, the Promoter and Supplier (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; and
- 26. (c) any entry that is late, lost, altered, damaged or misdirected (whether or not after receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter.