

Art Gallery of South Australia
Adelaide Biennial of Australian Art: Magic Object Competition
Terms and Conditions

1. Information on how to enter forms part of the terms of entry. Entry into the competition is deemed acceptance of these terms and conditions.
2. Entry is open to all residents of Australia aged 18 years and over. However, employees and their immediate families of the Art Gallery of South Australia, Salmat Digital Pty Limited, and their associated agencies and companies are not eligible to enter.
3. The competition commences on Thursday 25 February, 2016 at 15:00 (AEDT) and concludes on Thursday 28 April, 2016 at 12:30 (AEST).
4. The competition will be advertised at the following locations:
 - a. Adelaide Airport
 - b. Art Gallery of South Australia email communications
 - c. Adelaide Biennial of Australian Art website and social media channels
 - d. Art Gallery of South Australia website and social media channels
5. To enter, participants must visit the Art Gallery of South Australia art installation at the Adelaide Airport and:
 - a. Download the Instagram application for iPhone or Android
 - b. Take a photo of themselves inside of the installation
 - c. Upload the photo to Instagram using the tag #ABairport
Note: Instagram privacy settings must be set to 'public' in order for the Promoter to retrieve the photo entry
 - d. Complete the entry form located on an iPad at the installation by providing details including but not limited to their full name, address, email address, and Instagram username.
6. Inaudible, illegible, incomprehensible and incomplete entries will be deemed invalid.
7. Only entries submitted via the Instagram application and which are appropriately hash tagged will be accepted. Photographs submitted must be original works.
8. Entrants in the competition may enter as many times as they like. However, only one prize per person is permitted.
9. The Promoter reserves the right to request winners to provide proof of identity, proof of residency at the nominated prize delivery address and/or proof of entry validity 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.
10. 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 & 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. This includes, but not limited, to entrants and households using multiple email addresses, postal addresses, PO Box addresses The Promoter reserves the right to disqualify a winner if the Promoter becomes aware that the winner and/or the winner's entry is of a type described in this clause.
11. Entries must be received by 12:30 (AEST) on Thursday 28 April, 2016. The time of entry will in each case be the time the iPad entry form is received by the Promoter's database. The Promoter accepts no responsibility for any late, lost or misdirected entries due to technical disruptions,

network congestion or for any other reason.

12. Any entry that is deemed to not belong to, or be taken by the user will be invalid.
13. Any entry that is made on behalf of an Entrant by a third party will be invalid.
14. One (1) major prize winner will win:
 - a. One (1) flight voucher valid for two (2) Return Economy Class tickets for travel between two Australian capital cities (i.e. Melbourne, Sydney, Canberra, Brisbane, Darwin, Perth, Adelaide, Hobart) valued up to \$1,000.00.
15. Two (2) minor prize winners will win:
 - a. One (1) Art Gallery of South Australia *2016 Adelaide Biennial of Australian Art Catalogue* valued at \$49.95.
16. Total prize value is up to \$1,099.90 (including GST).
17. The winner and their companion are responsible for all other expenses including spending money, meals (unless specified), drinks, transfers (unless specified), laundry charges, activities (unless specified), incidentals, taxes (excluding departure and any other flight associated taxes included within the prize), energy surcharges, gratuities, services charges, passports, visas, travel insurance and all other ancillary costs. Travel insurance is highly recommended to protect against the additional costs incurred in the event of unforeseen circumstances.
18. The winner and their companion must travel on the same flight number, must travel at the same time, must depart from the same capital city and are responsible for transport from their residence to their nearest capital city for flight departure.
19. The prize must be taken by Saturday 31 December, 2016 and is subject to hotel and flight availability. The prize is not available during peak times such as public holidays and school holidays (if applicable) and cannot be changed once the booking has been made.
20. Air tickets are available on the regular scheduled services of each airline and are subject to seasonal embargos. Flight itinerary may have to be adjusted depending on the airlines departure city and their current flight schedule. Frequent Flyer points are not available from any airline.
21. It is the traveller's personal responsibility to ensure that they have valid documentation, including but not limited to valid passports and visas, which meet the requirements of immigration and other government authorities at every destination. Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be the sole responsibility of the travellers.
22. The Art Gallery of South Australia, Salmat Digital Pty Limited, Qantas Airways Limited make no representation as to the safety, conditions or other issues that may exist at any destination.
23. Travel is valid on Qantas marked/operated services only. Please note: this is not able to be redeemed for flights with a Qantas Flight Number when operated by another airline (e.g. Emirates, Fiji Airways etc.). This is not able to be used on other airlines, including services operated by Qantas subsidiaries (e.g. Qantas Holidays, Jetstar etc.).
24. Bookings must be made by Qantas Airways by emailing the following details to prizewinner@qantas.com.au
 - a. Passenger names (as per passport)
 - b. Passenger contact details
 - c. Destination/Travel DatesNote: The associated voucher letter must be attached via email as verification of

entitlement

25. Change fees will apply per ticket, if applicable.
26. The prize must be booked and ticketed on or before 15 June, 2016 and is subject to availability at the time of booking.
27. Any residual amount on the Prizewinner Voucher will be forfeited if not fully redeemed.
28. The prize must be taken as stated and no compensation will be payable if the winner is unable to use the prize.
29. If the prize is not utilised as stated it will be forfeited to Qantas Airways Limited, its related bodies corporate, their officers, employees and agents will not be liable for any loss, damage or personal injury whatsoever (including but not limited to, direct, indirect and consequential loss) suffered or sustained in connection with this competition, the promotion of this competition, or the use of any prize, except for any liability which cannot be excluded by law.
30. Qantas will not be liable for any taxation, including FBT that may be levied as a result of winning.
31. The voucher is non-refundable, non-transferable or redeemable for cash or other goods or services. If lost or misplaced, it is not replaceable.
32. Unless expressly stated in these terms and conditions all other expenses (including travel to and from departure point etc.) become the responsibility of the winner.
33. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value.
34. The Promoter reserves the right to refuse to allow a winner to take part in any or all aspects of the prize, if the promoter determines, in their absolute discretion, that a winner is not in the mental or physical condition necessary to be able to safely participate in the prize. 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.
35. Once prizes have left the Promoter's premises, the Promoter takes no responsibility for prizes damaged, delayed or lost in transit.
36. By accepting the prize, the winner agrees to participate in and co-operate as required with all reasonable media editorial requests relating to the prize, including but not limited to, being interviewed and photographed, filmed and/or chaperoned throughout the duration of the prize.
37. In consideration for the Promoter awarding the prize to the winner, the winner hereby assigns to the Promoter all right, title and interest in and to all copyright in any material created pursuant to the winner's participation in any aspect of the prize (Works). The winner acknowledges that the Promoter is free to use the Works and to exercise its rights in relation thereto and the winner will not be entitled to any fee for such use.
38. All images published on Instagram with #ABairport may be moderated and displayed on the website and social media channels of the Art Gallery of South Australia and its associated partners. These images and associated username will be public to all.
39. By entering the competition and accepting the terms and conditions, you agree that you hereby license the rights to use your photo submission to the Art Gallery of South Australia and its associated partners on any of its websites or social media channels, or for advertising and promotion of its products, services, and/or its company in any media now known or hereafter developed in perpetuity in exchange for no compensation of any kind.
40. By entering the competition and accepting the terms and conditions, you agree that the Art Gallery of South Australia may use your personal details for the purposes of conducting the competition,

including the use of your Instagram username in promotional formats.

41. In consideration for the Promoter awarding the prize to the winner, the winner hereby permits the winner's image and/or voice, as recorded, photographed or filmed during the winner's participation in the prize to appear in connection with *2016 Adelaide Biennial of Australian Art* or the advertising or marketing thereof, in any media whatsoever throughout the world and the winner will not be entitled to any fee for such use.
42. In the event that for any reason whatsoever a winner does not take an element of the prize at the time stipulated by the Promoter then that element of the prize will be forfeited by the winner and cash will not be awarded in lieu of that element of the prize.
43. Prize values are based upon the recommended retail prices at the time of printing (inclusive of GST). The promoter accepts no responsibility for change in prize value between now and the ultimate prize redemption date.
44. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.
45. Each valid entrant who has entered the competition over the duration of the promotional period will be entered into the prize determination. Three (3) valid entrants will be judged based on originality and creative merit to become the winners. The prize determination will take place at the Art Gallery of South Australia, Adelaide, SA 5000 on Monday 2 May, 2016 at 10:30 (AEST). The winners will be notified by email.
46. 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.
47. An unclaimed prize determination will take place at the Art Gallery of South Australia, North Terrace, Adelaide, South Australia, 5000 on Monday 16 May at 10:30 (AEST). The winner will be notified by email.
48. The promoter's decision is final and the promoter will not enter into correspondence regarding the Competition result.
49. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements.
50. 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.
51. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the competition and recommence it from the start on the same conditions.
52. 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 any prize/s except for any liability which cannot be excluded by law. The Promoter is not responsible for any incorrect or inaccurate information, either caused by the phone user or for any of the equipment or programming associated with or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.

53. 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.
54. Entry and continued participation in the Promotion is dependent on entrants following and acting in accordance with the Instagram Statement of Rights and Responsibilities, which can be viewed at <http://help.instagram.com/>
55. This promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram. Entrants understand that they are providing their information to the Promoter and not to Instagram. The information an entrant provides will only be used for the purposes outlined these Terms and Conditions. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Instagram.
56. All entrants unconditionally and irrevocably release and discharge Instagram from any and all liability in relation to this Promotion.
57. The Art Gallery of South Australia, Salmat Digital Pty Limited and their associated agencies and companies assume 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, and reserves the right to take any action that may be available.
58. If for any reason this competition is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this promotion, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the competition.
59. All entries become the property of the Promoter. The Promoter collects personal information about you to enable you to participate in this promotion but no further use of this information will be made without prior consent.
60. STANDARD OPT-IN: All entries become the property of The Promoter. All opt-in entries will be entered into a database and The Promoter may use the entrant's name for future promotional, marketing and publicity purposes in any media worldwide without notice and without any fee being paid unless otherwise advised by the entrant. By opting-in, entrants confirm that they allow their details to be used for this purpose. If entrants no longer consent to their details being used for future marketing purposes, the entrant should contact The Promoter on their details set out below. Any request to update, modify or delete the entrant's details should be directed to The Promoter.
61. You consent to Salmat Digital Pty Limited, on behalf of the Promoter, to collect your personal information for the purpose of conducting and promoting this competition (including but not limited to determining and notifying the winner and prize fulfilment). Your personal information may be disclosed to third party service providers for this purpose. For purposes of public statements and advertisements the Promoter will only publish the winner's surname, initial and state. A request to access, update or correct any information should be directed to the Promoter. If you are not willing for this to occur you cannot participate in the promotion.
62. The Promoter is bound by the Australian Privacy Principles (APPs) in the Privacy Act 1988 (Cth) and by entering the Competition, you (the entrant) are taken to consent to the Art Gallery of South Australia's privacy policy which contains information, amongst other things, about how you may access personal information that is held by the Art Gallery of South Australia about you and seek correction of such information. See

http://www.artgallery.sa.gov.au/agsa/home/About/docs/privacy_policy.html to view the Art Gallery of South Australia's APP Privacy Policy in full. Our APP Privacy Policy also contains information about how you may complain about a breach of the APPs, or a registered code that is binding on our organisation and how the Art Gallery of South Australia will deal with such complaints.

63. The Promoter is the Art Gallery of South Australia (ABN: 52 290 987 817) of North Terrace, Adelaide, SA 5000.