

STEALBANKSY TERMS AND CONDITIONS

1. Information on how to enter and prizes form part of these Terms and Conditions. Entries not in accordance with the Terms and Conditions will not be considered. The judge's decision in relation to any aspect of the promotion is final and binding on every person who enters. No correspondence will be entered into.
2. The promotion is open to people who are residents of Australia and international travellers to Melbourne. It is not open to employees of the Promoter and their immediate families, and all companies and agencies associated with this promotion.
3. The promotion commences on Wednesday, 7 December, 2011 and ends Sunday, 15 January, 2012.
4. To enter, Eligible Entrants must during the Promotion Period:
 - a) Book to stay at an Art Series Hotel during 15 December, 2011 and 15 January, 2012.
 - b) Prepay for the booking.
 - c) Search for the Banksy (No Ball Games) artwork, in one of the three hotels (The Olsen, 637-641 Chapel Street, South Yarra; The Cullen, 164 Commercial Road, Prahran; The Blackman, 452 St Kilda Road, Melbourne).
 - d) If the Banksy is found, the entrant can steal it. If the entrant is caught stealing it, the Banksy must go back on the wall.
 - e) The Entrant who successfully steals the Banksy (manages to get it off the Hotel premises without being caught) must announce themselves to Art Series Hotels.
7. The promotion is a game of skill and chance plays no part in determining the winner. There will be one (1) winner.
8. Multiple entries will be accepted and each overnight stay is considered as one single entry. One attempt per overnight stay. You must book another night for another attempt.
9. No responsibility will be accepted for late, lost or misdirected entries, or entries not received by the promoter for any reason whatsoever.
11. In the pursuit of stealing the Banksy, the Eligible Entrant is not allowed to damage any part of the hotel. Repair to any damage done while attempting to steal the Banksy is the responsibility of the Eligible Entrant.
12. All Eligible Entrants must conduct themselves in a reasonable manner in the hotels during their search.
13. No other Art Series Hotels artwork are included in the promotion. If an Olsen, Cullen or Blackman is stolen it will be reported to the Police.
14. There will only be one prize in total. The prize-winner will receive:

The signed and authentic Banksy 'No Ball Games'.
The maximum retail value of the total prize is \$15,000 AUD including GST.
15. The prize must be taken as offered and are not transferable or exchangeable or redeemable for cash or any other goods or services. The prize is not valid in conjunction with any other offer. The Promoter accepts no responsibility for any variation in the value, performance, or availability of any prize. The Promoter reserves the right to substitute the advertised prize for a prize of equivalent or greater retail value if, for any reason beyond the Promoter's control, the Promoter is not able to give the prize winner the advertised prize.

17. Art Series Hotels reserves the right to use all CCTV vision and photography captured from the StealBanksy campaign for promotional purposes.

18. The Promoter reserves the right to redraw the prize in the event of an entrant failing to comply with these terms and conditions or forfeiting or not claiming the prize by 15th Jan 2012. If the prize remains unclaimed by that date, Art Series Hotels reserve the right to sell the Banksy.

19. The Promoter, other entities associated with this competition and their related bodies corporate, and each of their officers, employees and agents shall not be liable for and shall be held harmless in respect of any loss, damage, or injury whatsoever which is suffered (including but not limited to direct or consequential loss) or sustained, as a result of or arising from the winner's acceptance and use of the prize, except to the extent that any such liability cannot be excluded by law.

20. Entry details remain the property of the Promoter. Acceptance of the prize is deemed to be acceptance by the winner of these terms and conditions and approval to use the winner's name and photograph for publicity purposes, unless specifically requested by the winner not to do so at the time of accepting the prize.

21. If the competition does not run for its duration due to, but not limited to, computer viruses, tampering, unauthorized intervention, fraud, technical failures or any other cause beyond the Promoter's control that corrupts or affects administration, security, fairness or proper conduct of the competition, the Promoter reserves the right in its sole discretion to cancel, terminate, modify or suspend the competition or disqualify any individual who tampers with the entry process. The Promoter will not be responsible for:

(a) Malfunction, delay or traffic congestion on any telephone network or line, computer on-line system, servers or providers, computer equipment, software, or website;

(b) Failure of any entry to be received by the Promoter as a result of those matters; nor

(c) Any injury or damage to entrants or any other person related to or resulting from participation in the competition or downloading any materials relating to the competition.

22. The Promoter is Art Series Hotel Group (ABN 13 811 998 742), 637-641 Chapel Street, South Yarra VIC 3141, Telephone number 1800 278 468.