

# ART IN MICRO Promotion

## Terms & Conditions

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### 1. General

- 1.1 Information on how to enter and the Prizes (as that term is defined below) form part of these terms and conditions of entry ("**Terms and Conditions**"). By entering this Art in Micro promotion ("**Promotion**") You are deemed to have accepted of these Terms and Conditions.
- 1.2 This Promotion is promoted by Samarad Pty Ltd ACN 100 072 704 located at 15/50 Cavill Avenue, Surfers Paradise Queensland 4217 who can be contacted on +61 7 5631 2500 ("**Promoter**").
- 1.3 This Promotion is not valid in conjunction with any other promotion or offer and entry is via Instagram only.

### 2. Eligibility

- 2.1 You may not enter this Promotion if You are an employee or officer of, or are an Immediate Family member of an employee or officer of: a) the Promoter; b) its parent companies; or c) its agencies. "Immediate Family" means spouse, parent, child or sibling, whether or not they live in the same household.
- 2.2 You may only enter this competition if You are [aged 18 years or over] and [an Australian Resident] on the date on which You submit Your Entry Form (as that term is defined below).

### 3. Promotional Period

- 3.1 The "Promotional Period" commences at 12:00 am AEST on Friday, 12<sup>th</sup> April 2019 ("**Opening Date**") and closes at 1200pm AEST on 31<sup>st</sup> July 2019 ("**Closing Date**").
- 3.2 Entries received outside the Promotional Period will not be accepted.

### 4. How to Enter

- 4.1 You must, during the Promotional Period, enter the promotion by:
  - (a) Sleeping over at any Art Series Hotel from 12 April to 31 July ("**Exhibition Dates**");
  - (b) Uploading your most creative picture of Art in Micro to your Instagram account;
  - (c) Tagging in @artserieshotels, and use the hashtag #artinmicro;
  - (d) Following @artserieshotels on Instagram;
  - (e) following any other directions of the Promoter, or the Promoter's representative with respect to the Promotion.
- 4.2 There is no entry fee to enter this Promotion.
- 4.3 Entries will be deemed to be accepted at the time of receipt by the Promoter and not at the time of transmission. The Promoter accepts no liability for late, lost or misdirected entries.
- 4.4 You may submit multiple entries and each entry must be unique and must individually comply with these Terms and Conditions.
- 4.5 Once an entry is submitted, You acknowledge that the entry must not be withdrawn, altered or deleted (except as and where required by the Promoter).
- 4.6 The Promoter reserves the discretion to review all entries received as part of the Promotion and may, in its sole discretion, deem an entry to be ineligible if the Entry Form or any of its contents are incomplete, indecipherable, or illegible.
- 4.7 Eligible Entries will be published on the Promoter's Instagram Page at the discretion of the Promoter.

4.8 You warrant that any information You provide to the Promoter in relation to the Promotion is valid, complete and accurate. You understand that the Promoter may at any time verify any information that You have provided or that relates to Your entry into the Promotion. If any information You have provided is found to be fraudulent, invalid, incomplete, inaccurate or not in accordance with these Terms and Conditions You will be disqualified from the Promotion. Errors and omission may be accepted at the discretion of the Promoter.

## 5. Judging

5.1 All valid entries will be judged by a panel comprised of employees of the Promoter ("**Judging Panel**") against other entries received by the Promoter on 1 August 2019 at 12:00p.m. ("**Judging Date**") at 15/50 Cavill Avenue, Surfers Paradise Queensland 4217. Entries will be judged on the basis of skill, creativity and originality and the best Winner will be selected by the Judging Panel from all the entries received during the Promotional Period.

5.2 There will be one (1) Winner in total awarded during the Promotional Period.

5.3 At the same time in which it determines the Winner, the Judging Panel will also select a Reserve Winner to replace any winner should they become subsequently disqualified or as a substitute in the event a Prize is forfeited.

5.4 The Promoter's decision as to the Winner of the Promotion will be final and binding on all entrants and no correspondence will be entered into by the Promoter in this regard.

5.5 This is a game of skill and chance plays no part in determining the Winners.

## 6. Notification of winners

6.1 Winners will be notified within 72 hours of the Judging Date by way of private message on Instagram after which the Winner must provide their phone number and email address as a future communication method with the Promoter

6.2 The results of the Promotions will be published via Instagram and on the Art Series Hotels website. No other publication of results will be made.

6.3 The Promoter will arrange for the Prize to be delivered to the Winner within two (2) weeks of acceptance of the Prize by the Winner. The Prize will be delivered to the email address notified by the Winner in accordance with paragraph 6.1. It is the responsibility of the Entrant to provide the correct address details and personal information.

## 7. Prizes

7.1 The Winner will receive return economy flights for two (2) people from any capital city in Australia to Paris, France, seven (7) nights' accommodation in a 3 or 4-star hotel to be selected at the discretion of the Promoter, a \$1,500 pre-paid Visa or MasterCard and two(2) entry passes to Le Louvre Art Museum, at a total prize value of up to \$9,000.00 (each a '**Prize**' and together the "**Prizes**"). The Prizes value is correct as at 11 April 2019 and the Promoter accepts no responsibility for any variation in Prize value.

7.2 The Winner may redeem a Prize by contacting the Promoter on the details provided in paragraph 1.2. The Winner must contact the Promoter to redeem their Prize within three (3) months from the Judging Date ("**Redemption Period**"). All components of the Prize must be redeemed together.

7.3 The winner must provide proof of identity and a booking confirmation of their stay at any Art Series Hotel during the Exhibition Dates before redeeming any Prize and the Promoter may declare a Prize unclaimed if a winner is unable to prove their identity to the reasonable satisfaction of the Promoter.

7.4 You agree that the Prize, as described in paragraph 7.1 constitutes the total prize given by the Promoter and that all additional costs are the responsibility of the Winner, including but not limited to: travel costs to

hotel, Travel Insurance, additional accommodation, food and beverage charges, telephone calls and data services, laundry, taxes and transfer costs.

7.5 The Prizes are non-transferable, non-exchangeable and non-redeemable for cash, credit or any other item.

7.6 If for any reason whatsoever a Prize is not able to be redeemed on any dates during the Redemption Period the Promoter may, acting in its sole discretion, substitute or replace the Prize with another prize of equal or greater value.

## **8. Use of information**

8.1 You are providing information to the Promoter and not to Instagram and such information will only be used as stated in these Terms and Conditions. Any Personal Information provided by You to the Promoter will be kept and used in accordance with the Promoter's Privacy Policy, which can be viewed at <http://www.mantra.com.au/>.

8.2 The Promoter may disclose and publish the name and any other particulars of the Winner (including any images or words submitted as part of the Entry Form) for publicity and promotional purposes and the Winner agrees to at the Promoter's cost co-operate with and participate in any activities organised by the Promoter in this regard.

## **9. Disqualification, Suspension and Termination**

9.1 The Promoter may disqualify any participant who fails to comply with these Terms and Conditions, manipulates the participation process, acts unfairly, dishonestly or unlawfully or who tries to influence the draw by disruption, harassment, annoyance of employees or representatives of the Promoter or other participants. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

9.2 The Promoter may also exercise its rights under paragraph 4.8 of these Terms and Conditions.

9.3 If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, 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 Promotion, as appropriate, subject to the approval of any relevant regulatory authority.

## **10. Liability**

10.1 Except to the extent provided by law, the Promoter (including its officers, employees and agents) 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 the offer, including, but not limited to, where arising out of the following: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any Prize that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in the Prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a Entrant; or (f) any use of the Prize.

10.2 Nothing in these Terms and Conditions is intended to exclude, restrict or modify any consumer rights under the *Competition and Consumer Act 2010* (Cth) or any other legislation which may not be excluded, restricted or modified by agreement.