

# "WIN A BILLICH COMPETITION" - BILLICH GALLERY PROMOTION

## GAME OF SKILL PRIZE – TERMS AND CONDITIONS

1. This is a game of skill. Chance plays no part in determining the winner. Each entry will be individually judged, based upon individual creative merit. All entries must be an independent creation by the entrant and free of any claims that they infringe any third party rights. Entries must not have been published previously and/or have been used to win prizes in any other competitions.
2. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions. Entry is available by Instagram ([www.instagram.com/billichgallery](http://www.instagram.com/billichgallery))
3. Promotion commences on 3/7/2018 and ends at 11.59pm AEDST on 23/07/2018 ("Promotion Period").
4. Entry is only open to Australian residents aged 18 years and over.
5. Employees of the promoter and agencies associated with this promotion (Billich Gallery) are ineligible to enter the competition, as are their immediate families.
6. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
7. The promoter reserves the right to withdraw or amend the competition as necessary due to circumstances outside its control.
8. The Promoter is Charles Billich Art Pty Ltd, 106 George Street, The ROCKS NSW 2000. ABN 13 603 255 429

### HOW TO ENTER:

9. To enter, individuals must enter via Instagram by registering on the Instagram platform ([www.instagram.com](http://www.instagram.com)) using their own individual personal Instagram account.
10. The entrants then create their own pose in an attempt to imitate or copy the pose of the dancer in the painting used to promote this competition. The entrants then take a photo of themselves and upload it to their Instagram page with the hashtag #Billichportrait.
11. The judges reserve the right to disqualify any entrant submitting an entry, which, in the opinion of the judges, includes objectionable content, including but not limited to profanity, nudity, potentially insulting, scandalous, inflammatory or defamatory images or language. The judges' decision will be final and no correspondence will be entered into.
12. All entries become and remain the property of the promoter and agencies associated with this promotion (Billich Gallery).
13. Entrants are not permitted to have multiple Instagram accounts. The Promoter can disqualify any entrant with more than one Instagram account who enters the promotion or creates a profile representing a fictitious person to gain additional entries into the prize draw.
14. Entrants acknowledge that their Instagram profile photograph may be featured on the application and/or any associated Instagram page for public viewing. Instagram membership and the use of Instagram generally are subject to the Instagram prevailing terms and conditions of use available at [www.facebook.com](http://www.facebook.com). The 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. Entrants are solely responsible and liable for the content of their entries and any other information they transmit to other internet users via Instagram. To the extent permitted by law, each Entrant agrees to indemnify, defend and forever hold harmless, Instagram and its associated agencies and companies, against any and all losses, actions, claims, costs, expenses and damages (of any nature) which may be incurred by an Entrant in respect of the Entrant's participation in the promotion. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Instagram.

## THE PRIZE:

15. The prize is non-transferable and non-redeemable for cash. Any attempt to resell or auction all or any part of this prize will result in an immediate cancellation of the prize. Prize cannot be exchanged. 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 will not be awarded in lieu of that element of the prize.
16. Prize cannot be gifted to other persons in lieu of the winner not being able to attend. In the event that the selected winner cannot attend the party at the Billich Gallery on the 1<sup>st</sup> August 2018, another selection will be made by the judges to ensure Charles Billich sketches a winner at this event.
17. The winner is required to obtain relevant and suitable travel insurance at his or her own expense in order to be able to take the competition prize. It is the traveller's personal responsibility to ensure that they have valid documentation, including but not limited to,
18. Valid passports/IDs, visas, and health requirements, which meet the requirements of immigration and other government authorities, are to be present at the event. 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 winner/s.
19. On acceptance of the competition prize, the winner acknowledges that they have read and agreed to all booking conditions and travel arrangements.
20. Prize includes the sketch created on the night by Charles Billich valued at \$8,500. The winner has the option to invite a friend or family member to the event as their guest. The prize also includes 2 x return economy flights to SYDNEY ex SYD/ADEL/MEL/BRIS/PER plus 1 x night accommodation (including breakfast) at the Pier One Hotel, Sydney (either twin share or double configuration). Transfers by Uber or taxi to and from Sydney airport are also included. Catering will be provided at the event. **Total estimated prize value is \$11,300.00**
21. Any additional spending money, flights, meals, insurance, taxes, passports, visas, extra accommodation, items of a personal nature, inoculations, travel, additions to stipulated itineraries and offered flights and all other ancillary costs are the responsibility of the winner. Unless expressly stated, all other expenses become the responsibility of the winner.
22. 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 personal injury which is suffered or sustained, in connection with the prize, except for any liability which cannot be excluded by laws.
23. **The Prize is only valid for the specific date of the event - 1<sup>st</sup> August 2018.**
24. The winners will be notified by Instagram message and have their name published on Instagram, The Billich Gallery website and various media channels at the discretion of the promoter.
25. Winners and their companions must conduct themselves in a friendly, courteous and respectable manner at all times during their participation in The Prize. Acceptance of and participation of The Prize is subject to any prevailing terms and conditions of the event organisers and any other suppliers involved, and in particular, health, behaviour, age, safety and responsible consumption of alcohol requirements. No compensation will be payable if a winner, or their companions (if any), are unable to use any element of The Prize (unless otherwise indicated) as stated for whatever reason, including refusal of entry or ejection from the venue or participation in certain activities for health, age, behaviour, safety or responsible consumption of alcohol reasons. If a winner and their companion fails to participate in The Prize in the manner required, as stated in this condition and in the reasonable opinion of the Promoter, their entry into the promotion and the balance of The Prize will be forfeited with no compensation payable.

## GENERAL

- The information you are asked to provide to the Billich Gallery is personal information and is protected by the Privacy Act 1988. The Billich Gallery will not disclose this information to other parties other than in accordance with the Privacy Act 1988.
- All entries become the property of the promoter and the Billich Gallery. The promoter and the Gallery may use the entrant's names and photos for any commercial purpose, including future promotional marketing and publicity purposes. Photos will be published in an anonymised format
- The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. 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.
- Costs associated with accessing Instagram or the Billich Gallery Website remain an entrant's responsibility and may vary depending on the internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
- 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, including but not limited to technical difficulties, unauthorised 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) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
- As a condition of accepting the prize, a winner 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.
- Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.
- In the event that for any reason whatsoever a winner does not accept the prize at the time stipulated by The Billich Gallery, then the prize will be forfeited by the winner and cash will not be awarded in lieu of the prize.
- Entries will be judged at the Billich Gallery on July 24, 2018 and the winner's name will be published on the Billich Gallery's website and Instagram accounts within 7 days of the draw.
- The winner will be notified in writing by email within five (5) working days of the conclusion of the competition.
- If the Billich Gallery is unable to contact the winner within two (2) days of the draw and the Billich Gallery has made every effort to contact them with the information provided by the entrant then the Billich Gallery will award the prize to another valid entrant.
- All entrants who choose to 'opt-in' consent to have their contact details (title, first name, surname, email, mobile or landline phone number, mailing address and post-code only), released to Billich Gallery and receiving ongoing marketing material and correspondence from Billich Gallery,