




Terms and Conditions - Phoenix Festival of Art

1. The Promoter is Phoenix Shopping Centre, of 254 Rockingham Rd, Spearwood WA 6163. Contact number is (08) 9418 1655.
2. Only residents of Australia are eligible for the Competition. Participants under 18 years of age must obtain the prior permission of a parent or guardian over the age of 18 years to enter the Competition. The competition is split up between two categories, 10 to 14 years old and 15 to 18 years old.
3. The following person(s) are ineligible to enter the Competition: (a) employees of: (i) any retailer within Phoenix Shopping Centre. (ii) the Promoter; and (iii) the Promoter's related bodies corporate (as that expression is defined in the Corporations Act 2001 (Cth)), and associated agencies, companies and contractors; or (b) members of the Immediate Families of the employees referred to at paragraph

3(a). Immediate family means any of/ a spouse or domestic partner, ex- spouse or exdomestic partner, de-facto spouse or ex-de-facto spouse, child or stepchild (whether natural or by adoption), parent, stepparent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, stepbrother, stepsister or first cousin.
4. The Competition commences at [9am] on [20th May 2023] and closes at [9am] [29th May 2023]. Participants entering the competition must enter by the 30th of April 2023. The competition will run where customers can vote for their favourite sculpture to win retailer vouchers and one winner from each category will have their sculpture displayed in the centre permanently. Participants must be able to drop off their sculpture on Friday 19th May between 2pm - 5pm and collect their Sculptures on Monday 29th of May by 5pm.
5. The prize/ giveaway is [1 x \$300 worth of retailer vouchers, to be won in the 10y - 14y category and 1 x \$700 worth of retailer vouchers to be won in the 15y - 18y old category.] (Total Prize Value: \$1,000)
6. To enter the competition participants must submit an application on the Phoenix Shopping Centre website by April 30th 2023. The application will specify what sculpture they intend to create. Participants are asked to create a sculpture with the theme of Summer and can range in size and style. Participants must be happy to have their sculptures displayed in centre from the 20th to the 29th of May and if chosen as the winner to have their artwork displayed permanently. Voting is open to the public.



7. For the Participant to be eligible to compete in the Competition, the Participant must enter the Competition: (a) within the Competition Period/ s. (b) in the strict manner specified in these terms and conditions, and (c) by the method specified in these terms and conditions.

8. A Participant can only enter once during the Competition Period.

9. All winners at the end of the promotional period will be drawn, the winner is chosen by whoever gets the most votes from the public.

10. The Promoter's decision on an eligible entry is final and no correspondence will be entered into. No sculptures can be offensive, rude or destructive to the public.

11. The Prize is personal to the winner. It cannot be transferred, exchanged or otherwise dealt with.


12. The Promoter assumes no responsibility for lost, misplaced, destroyed or stolen prizes once they are claimed.

13. By entering the Competition, the Participant is deemed to have accepted these terms and conditions.

14. Nothing in these terms and conditions is intended to exclude, restrict or modify rights which the Participant may have under any law (including the Australian Consumer Law) which may not be excluded, restricted or modified by agreement ('Your Consumer Rights'). Subject to Your Consumer Rights, the Promoter is not liable for any loss or damage however caused (including by negligence), suffered or incurred in connection with the Competition or any Prize. Any condition or warranty which would be implied by law into these terms and conditions is excluded.

19. As a condition of accepting a Prize, the winner (or the winner's parent or guardian), and any other person(s) sharing the Prize with the winner, may be required to sign legal documentation as and in the form required by the Promoter including but not limited to a further agreement to exclude liability of the Promoter for certain loss, damage or injury arising from the use or participation in a Prize to the extent the Prize is or includes a recreational service or activity.

20. The Promoter may conduct such further draws if, despite using all reasonable efforts, the original winner cannot be contacted, at the same place as the original draw as is necessary.



21. All entries become the property of the Promoter. All entries will be entered into a database and the entrants' names and addresses may be used as detailed in the privacy collection statement which accompanies these terms and conditions.

22. The Promoter may cancel the competition and not award the Prize where circumstances beyond the Promoter's reasonable control prevent the Promoter from providing the Prize(s). Should the Promoter cancel the Competition the Promoter will: (a) advertise that the Competition has been cancelled by placing a notice on the Competition's website at www.phoenixshoppingcentre.com.au (b) promptly destroy all entries received; and (c) not use the personal information that any Participant has provided on the entry form.

23. Prizes are accepted entirely at the risk of the winner, and the Promoter excludes all warranties in connection with the Prize to the extent permitted by law.

25. The Competition is in no way sponsored, endorsed, administered by or associated with Facebook. The participant irrevocably releases Facebook from any liability arising out of or in connection with this Competition.