

“Festival of Art”
TERMS AND CONDITIONS

1. Information on how to enter and the prize(s) form part of these Terms and Conditions. Participation in this competition is deemed acceptance of these Terms and Conditions.
2. The promoter is The Trustee for KAHl Phoenix Trust trading as Phoenix Shopping Centre (ABN 30 914 308 757) of 254 Rockingham Road, Spearwood WA 6163 AUSTRALIA 08 9418 1655 (“**Promoter**”).
3. Only residents of Western Australia are eligible for the Competition.
4. Entrants must have been born between 13 June 2005 and 12 June 2019.
5. 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.
6. Employees (and their immediate families) of the Promoter, tenants and their employees of the promoter and agencies associated with this promotion are ineligible to enter. 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. Competition commences on Thursday, 20 June 2024 and ends at 5pm AWST on Saturday, 29 June 2024 (“**Promotional Period**”).
8. To enter, individuals must complete the following steps:
 - a. Submit their online registration on the Phoenix Shopping Centre website by Wednesday 12 June 2024.
 - b. Complete a 2D or 3D artwork with the theme Evolution.
 - c. Hand deliver their artwork for display in-centre on Monday, 17 June 2024 between 2pm – 6pm.
9. Limit of one entry (piece) per entrant.
10. The artwork submitted must be original and have been completed after 1 July 2023.
11. Any works submitted after the delivery deadline of Monday, 17 June 2024 between 2pm – 6pm will not be included in the exhibition.
12. All works must be collected on Monday 1 June 2024 between 2pm – 6pm. Work left uncollected after Tuesday 2 July 2024 will be disposed of.
13. 2D work must not exceed 100cm x 100cm.
14. 3D work must not exceed 60cm x 60cm x 60cm.
15. Artwork that exceed the size requirements will not be accepted.
16. All artworks must be dry/sprayed with fixative before drop off.

17. Entries can be framed or unframed. Unframed artworks will be mounted by a method of the curator's choice. Artworks must have appropriate hanging equipment, i.e. D rings, attached prior to drop off. Framed artworks should have suitable hanging devices (D rings with nylon poly cord). Please no sawtooth hangers.
18. All works must be deemed appropriate to be exhibited at a family exhibition. The organiser retains the right to deem any works unsuitable and therefore not eligible to be displayed.
19. All care will be taken with artworks. However the Promoter will not take responsibility for any damaged or stolen artwork.
20. The Promoter reserves the right to use photographs taken of entries and entrants for promotional purposes.
21. 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 reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. 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. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
22. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
23. Winner(s) will be notified by phone by Monday, 1 July 2024.
24. Proof of age will be required from all winners before collecting prizes.
25. The Promoter's decision is final and no correspondence will be entered into.
26. The winners will win a \$200 Phoenix Gift Card in the 5 – 9yr category, \$300 Phoenix Gift Card in the 10 – 14yr category, \$700 Phoenix Gift Card in the 15 – 18yr category.
27. The winner of the People's Choice Award will win a \$150 Phoenix Gift card.
28. Prizes must be claimed by no later than 5pm AWST on Tuesday, 6 July 2024.
29. If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
30. Total prize pool value is \$1,400AUD.
31. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
32. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an

unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.

33. 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.
34. Any cost associated with accessing competition website is the entrant's responsibility and is dependent on the Internet service provider used.
35. Entrants agree that they are fully responsible for any materials they submit via the promotion including but not limited to comments, recordings and images ("Content"). The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove or decline to display any Content without notice for any reason whatsoever. Entrants warrant and agree that:
 - a. they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;
 - b. their Content shall not contain viruses or cause injury or harm to any person or entity;
 - c. they will obtain prior consent from any person or from the owner(s) of any property that appears in their Content;
 - d. the Content is the original work of the entrant that does not infringe the rights of any third party;
 - e. they consent to any use of the Content which may otherwise infringe the Content creator's/creators' moral rights pursuant to the *Copyright Act 1968* (Cth) and warrant that they have the full authority to grant these rights; and
 - f. they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.

Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.

36. As a condition of entering this promotion, each entrant licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (which shall include Content) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.
37. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in NSW ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective 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 promotion.

38. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and 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: (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 entry or prize claim 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 prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) taking/use of a prize.
39. As a condition of accepting a prize, each 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.
40. The Promoter collects personal information ("PI") in order to conduct the competition and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at www.ampcapital.com. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how Australian entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. Unless otherwise indicated by the Promoter, the Promoter may disclose personal information to entities outside of Australia (see the Promoter's Privacy Policy for details).