

# “FAVOURITE AUSTRALIAN MUSIC EXPERIENCE (FAME) COMPETITION” Promotion



DETAILS	
<b>Promotion Period</b>	The promotion starts at <b>10:00am on Thursday 17 May 2018</b> and ends on <b>Sunday 17 June 2018</b> .
<b>Promotion Type</b>	Game of Skill
<b>Entrants</b>	Entry to the promotion is open to Victorian residents aged 13 years and over.
<b>Entry</b>	<p><b>To enter, share your favourite Australian music experience in the form of an original photograph, video, and/or written submission via email at <a href="mailto:fame@australianmusicvault.com.au">fame@australianmusicvault.com.au</a> during the Promotion Period.</b></p> <p><b>Written submissions must be less than 150 words. Video and photo submissions must be less than 10MB total per submission.</b></p> <p><b>Your entry must be completely original – you must not reproduce any aspect of another person’s intellectual property or personal information without having first obtained their written permission. We will deem any Entry invalid if we reasonably believe that it infringes on any third party rights.</b></p> <p>To be eligible to win, entries must be received by the end of the Promotion Period.</p>
<b>Prize</b>	<p><b>The Winner will be featured in the Australian Music Vault exhibition (in physical or digital format, including online and on social media platforms) during the period of the exhibition.</b></p> <p>The Total RRP value of the prize is <b>\$0</b>. The maximum total prize pool is <b>\$0</b> (inc GST). All other ancillary costs including but not limited to travel to and from ACM, insurance, taxes (excluding GST), meals, drinks, and any and all other expenses are the winner’s responsibility.</p>
<b>Draw Date</b>	<p><b>Thursday, 28 June 2018</b> at Arts Centre Melbourne, 100 St Kilda Road, Melbourne VIC 3004.</p> <p>If the Winner cannot be contacted by <b>close of business on Friday, 6 July 2018</b>, then a second chance draw will be held. If necessary, a second chance draw will be held on <b>Tuesday, 10 July 2018</b> in order to distribute any unclaimed prizes. The second chance draw winner will be notified by Email by <b>12 July 2018</b>.</p>
<b>Notification of Winners</b>	The Winner will be notified by Email by <b>28 June 2018</b> . The Winner must claim the prize by <b>6 July 2018</b> by contacting us at <a href="mailto:fame@australianmusicvault.com.au">fame@australianmusicvault.com.au</a> .
<b>Draw Criteria</b>	All entries will be judged individually on their merit and the winner will be selected based on merit.
<b>Full T&amp;Cs</b>	[Link]

## Terms and Conditions

These terms and conditions (T&Cs) must be read together with the Details and your participation in the promotion constitutes acceptance of these T&Cs and the [ACM Conditions of Entry](#).

### 1. Promotion Period

The promotion starts on the date specified in the Details and closes at on the date specified in the Details (**Promotion Period**).

### 2. Promoter

The Victorian Arts Centre Trust t/as Arts Centre Melbourne ABN 83 295 983 059 of 100 St Kilda Road, Melbourne VIC 3004 (**we/us**) is the Promoter.

### 3. Eligibility

- 3.1. Entry is open to Victorian residents as outlined in the Details.
- 3.2. Directors, management, employees, officers and contractors (and their immediate families) of the Promoter or of the agencies or companies associated with this promotion are ineligible. “Immediate families” means spouse, parent, guardian, natural or adopted child, and sibling (whether natural or adopted by a parent), whether or not they live in the same household as the director, manager, employee, officer or contractor.

### 4. How to enter

- 4.1. The Details outline how to enter the promotion.

- 4.2. Entries are deemed to be received at the time of receipt into our database not at the time of transmission by you. To the extent permitted by law, we assume no responsibility for failure to receive entries; inaccurate information; or loss/damage/injury in connection with conducting this promotion as a result of technical/telecommunications problems (including security breaches, technical website malfunctions or glitches) or acts/omissions of our servants/agents involved in conducting this promotion. In the event of such problems or conduct, we may modify, cancel, terminate or suspend the promotion.

- 4.3. Where this is a Game of Chance, entrants may only enter once.

- 4.4. Where this is a Game of Skill, multiple entries are allowed but each entry must be substantially different. Entrants are only eligible to win one (1) prize in the promotion. Entries that, in the Promoter’s judgment, contain offensive, defamatory or otherwise objectionable or inappropriate material or that infringe any third party rights will be invalid.

- 4.5. We may not be able to assess your entry if it is incomplete, incomprehensible or illegible. We may disqualify anyone who tampers or attempts to tamper with the entry process.

### 5. Prize Draw

- 5.1. If the Promotion is a Game of Chance, the method of the draw will allow each entry a random and equal chance of being drawn.

- 5.2. If the Promotion is a Game of Skill, all entries will be judged individually on their merit and the winner will be selected based on merit.

- 5.3. The draw will take place as outlined in the Details and the winner will be notified as outlined in the Details. Our decision is final and we will not enter into correspondence regarding the result.

- 5.4. Entrants are not required to be present at the draw to be eligible to win (unless the entry and draw are to occur on the same day and in the same place).

- 5.5. We will advise the Winner in writing of the Prize as outlined in the Details. If the Prize value is over \$1,000 we will publish the Winner’s name on our website for a minimum period of 28 days. The prize will be paid or transferred to the winner within 28 days after the draw.

- 5.6. The winner of a prize will be substituted via a second draw if we are unable to identify the winner despite our reasonable efforts.

- 5.7. If for any reason the Winner does not take an element of any prize at the time stipulated by us then that element will be forfeited by the Winner and cash will not be supplied in lieu of that element of the prize.

### 6. Prize

- 6.1. The Winner will receive the prize specified in the Details and will not be charged any costs to accept the Prize (other than trivial costs).

- 6.2. The Prize must be taken as offered and cannot be varied. The Prize cannot be redeemed for cash, on-sold at a premium, packaged or otherwise used for advertising, promotional or other commercial purposes. We may refuse admission to any event to any person or organisation who is found to have breached this term.

- 6.3. If we are unable to supply the Prize, we may supply an alternative prize of equal or greater value to the original prize if the Winner agrees in writing; or if the original prize is unavailable due to circumstances beyond our control and we have been unable to reach agreement with the winner despite reasonable attempts to do so.

### 7. Your information

- 7.1. You will be asked to provide your name and contact information when you enter the Promotion as specified at the time of entry. You must provide us with current, complete, and accurate information.

- 7.2. We and the companies associated with this Promotion will use this information for:

- (a) the purposes of conducting this Promotion;
- (b) keeping records associated with the promotion after the promotion has ended as required by law; and
- (c) sending you promotional and marketing information about our events and products.

- 7.3. We may disclose your personal information to our contractors/agents to assist in conducting this Promotion or communicating with entrants.

- 7.4. We will not use your personal information except in accordance with the purposes stated in these terms and conditions and as otherwise set out in our [Privacy Statement](#).

7.5. We are bound by the *Privacy and Data Protection Act 2014* (Vic).

#### **8. Liability**

8.1. We may cancel the Promotion and/or hold the Promotion multiple times at our own discretion.

8.2. Nothing in these Terms and Conditions purports to exclude, restrict or modify, or has the effect of excluding, restricting or modifying the statutory consumer guarantees as provided under the Australian Consumer Law (Victoria) or similar consumer protection laws in Victoria (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) and associated associations, agencies and companies 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.

#### **9. Facebook Promotions**

The Promotion is not sponsored, endorsed or administered by, or associated with Facebook and complies with the [Facebook Promotion Guidelines](#). Facebook is released from all liability (including negligence), for any personal injury to; or any loss or damage (including loss of opportunity) suffered by any entrant in connection with the Promotion. Entrants must comply with the [Facebook Statement of Rights and Responsibilities](#).

#### **10. Intellectual Property**

10.1. You represent and warrant that:

- (a) the Entry is your sole original work and does not infringe any third party rights (including intellectual property rights and privacy rights);
- (b) you have authority to submit the Entry for the purposes associated with the Prize (including Arts Centre Melbourne using, adapting, reproducing and communicating it to the public);
- (c) you are entitled to reproduce and exploit any underlying works in the Entry;
- (d) you have obtained all relevant licenses and permissions in relation to the use of:
  - (i) third party intellectual property;
  - (ii) another person's image or other personal information;
  - (iii) any location.

10.2. You indemnify us for any loss or damage arising as a result of your breach of any warranty contained in these Terms and Conditions.

#### **10.3. Attendance at events**

In participating in the competition, the Winner agrees to participate and co-operate as required in all editorial activities relating to the Competition, including but not limited to being interviewed and photographed. The Winner (and their companions) grant us a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide and the Winner (and their companions) will not be entitled to any fee for such use.