

Terms and Conditions – Win a trip to Melbourne to see the NGV's blockbuster exhibition - Yayoi Kusama

Particulars

This table sets out the particulars of the Promotion.

Name of promotional competition (Promotion)	Win a trip to Melbourne to see the NGV's blockbuster exhibition - Yayoi Kusama
Promoter	Nationwide News Pty Ltd ABN: 98 008 438 828 Trading at 2 Holt Street, Surry Hills, NSW 2010
Authorised under these permits/authorisations	ACT Permit: TP 24/02694
Promotion period starts	9.00am AEDT on Monday, 2 December 2024
Promotion period ends	11.59pm AEDT on Sunday, 2 February 2025
Eligibility requirements	Must be 18 years old or over Must be residents of Australia and be an eligible +Rewards member during the Promotion Period and at the date of prize draw.
Limit on number of entries which can be made by any one person	One
How to enter	Entrants can enter by: <ul style="list-style-type: none"> • logging onto https://plusrewards.com.au and completing the online entry form in accordance with the instructions on the website. The cost of accessing the promotional website will be dependent on the entrant's individual Internet Service Provider
Promotion website	https://plusrewards.com.au
Prizes	Prizes are a Melbourne trip for two to NGV's Yayoi exhibition that consists of: <ul style="list-style-type: none"> • 2 x tickets to NGV's Yayoi Kusama exhibition (\$80) • Return economy flights to Melbourne for two people from winners closest capital city (Brisbane, Sydney, Canberra, Adelaide, Hobart, Perth or Darwin only) (up to \$1,800) • One-night's accommodation for two people (twin share) at Hilton Little Queen Street (\$800) • Lunch for two people at NGV Garden Restaurant (up to \$250) • Dinner for two at The Douglas Club and cocktails at Luci (up to \$450) • Premium Yering Station wine package (\$400) • 2 x NGV Yayoi Kusama publications (\$100)

	There is 1 x prize to be won. Total prize pool is valued at \$3,880 (RRP).
Details of the prize draw	To be drawn by Nationwide News Pty Ltd by random computer selection at 11.00am AEDT on Monday, 3 February 2025 at 2 Holt Street, Surry Hills, NSW 2010
Winner notification website (for publication of winner details)	https://plusrewards.com.au
Unclaimed prize draw	If needed, to be held at Nationwide News Pty Ltd, 2 Holt Street, Surry Hills, NSW 2010 on 20 February 2025 at 11.00am AEDT.
Prize expiry details	Prize must be taken by 18 April 2025

Terms and conditions

General

1. The above Particulars and information on how to enter and prizes forms part of the terms of entry. Entry into the Promotion is deemed acceptance of these terms and conditions. If there is any inconsistency between these terms and conditions and anything else that refers to this Promotion, these terms and conditions prevail.

Who can enter?

2. Entry is open to all persons who meet the eligibility requirements set out in the Particulars except that directors, contractors and employees (and immediate families) of the Promoter and of companies, suppliers and agencies associated with the Promotion including of any prize provider are not eligible to enter the Promotion. Eligibility requirements must be met at the time of entry and at the time of determining prize winners.
3. The Promoter reserves the right at its sole discretion to request winners to provide proof of identity, proof of residency at the nominated prize delivery address and/or proof of entry validity or proof of registration ownership in order to claim a prize. If a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.

When to enter

4. Promotion opens and closes as set out in the Particulars (**Promotion Period**). Entries must be received by the Promoter in the Promotion Period.
5. All entries are deemed received at the time of receipt by the Promoter not at the time of transmission by the entrant.
6. Promoter accepts no responsibility for any late, lost misdirected, delayed, ineligible, incomplete or corrupted entries or delays in the delivery of entries due to technical disruptions, network

congestion or for any other reason. SMS entries via the internet or computer generation and not attributable to a valid mobile phone account are invalid and will not be accepted.

How to enter

7. How to enter details are as set out in the Particulars.
8. Entrants must not:
 - (a) tamper with the entry process;
 - (b) engage in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion
 - (c) submit an entry that is not in accordance with these terms and conditions;
 - (d) use multiple email addresses, postal addresses, PO Box addresses or SIM cards to register multiple qualifying purchases or use any form of software or third-party application to enter multiple times (including scripting software) except where expressly permitted in these terms and conditions;
 - (e) use a third party (including online competition entry site) to enter on their behalf, except where the entrant needs to use those services of that third party to enter due to a disability; or
 - (f) engage in conduct in entering the Promotion which, in the opinion of Promoter, is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter.

If an entrant is found to have breached these terms and conditions including this clause, the entrant will be disqualified so that they will have all their entries invalidated, any claim to any prize will be invalidated and where such an entrant has already been awarded a prize before being found to have breached these terms and conditions, the entrant must immediately return any awarded prize to the Promoter.

9. The Promoter has sole discretion to determine if these terms and conditions have been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm or deny its suspicions in this regard and any failure to provide such requested documentation to the Promoter on request gives Promoter the right to disqualify the entrant. The Promoter's legal rights to recover damages or other compensation from any offender are reserved.

Number of Entries permitted

10. Only one entry is permitted per person.

Draw and Notification of winner

11. The winner will be the first valid entry submitted in accordance with these terms and conditions that is drawn in accordance with the Particulars.
12. If any particular draw is scheduled on a public holiday, the draw will be conducted on the following business day.
13. The Promoter's decision is final, and the Promoter will not enter into correspondence regarding the

competition result or any other decisions the Promoter makes in connection with the Promotion.

14. The winners:

a) will be notified in writing (which may be by letter, email, facsimile or SMS) within 7 days of being determined and may also be telephoned to advise of the winning; and

(b) if resident in NT, will have their details published in a local or national newspaper; and

(c) (except those resident in SA) will have their first name or first initial, surname and postcode published on the Winner notification website set out in the Particulars approximately 7 days after the final draw date and will remain on the website for a minimum of 30 days; or

(d) (who are resident in SA) will have their last name, initial of the first name and postcode (except for any winner who has requested that their name and postcode not be so published) published within 30 days of the drawing of the prize winners.

15. Prizes will be awarded to the person/s named in the winning entry/ies. However, in a dispute, will be awarded to the account holder of the entry mechanism used to submit their entry (i.e. mobile phone account holder or land line account holder).

16. If an entrant's contact details change during the Promotion Period, entrant must notify the Promoter. A request to access or modify any information provided in an entry should be sent to the Promoter.

17. Subject to State Regulation, an unclaimed prize draw will take place as set out in the Particulars.

18. The winner of an unclaimed prize:

(a) will be notified in writing (which may be by letter, email, facsimile or SMS) within 7 days of being determined and may also be telephoned to advise of the winning; and

(b) if resident in NT, will have their details published in a local or national newspaper; and

(c) (except those resident in SA) will have their first name or first initial, surname and postcode published on the Winner notification website set out in the Particulars approximately 7 days after the final unclaimed prize draw date and will remain on the website for a minimum of 30 days; or

(d) (who are resident in SA) will have their last name, initial of the first name and postcode (except for any winner who has requested that their name and postcode not be so published) published within 30 days of the drawing of the unclaimed prize winners.

Prize on offer

19. Prizes are as set out in the Particulars.

20. Unless otherwise expressly stated, prize values are based on the recommended retail prices at the time of first publication of these terms and conditions (inclusive of GST). The Promoter accepts no responsibility for change in prize value between now and the ultimate prize redemption date.

21. Independent financial advice should be sought as tax implications may arise as a result of accepting

the prize.

22. Prizes cannot be transferred, exchanged or redeemed for cash.
23. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements. It is the responsibility of the winner to confirm such conditions with the prize supplier or other relevant third parties.
24. It is a condition of accepting the prize that the winner/s may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.

Prize clauses

25. The flight portion of the prize/s is not available to a winner if the winner resides in the same state as the state in which the event that forms part of the prize takes place.
26. Gift vouchers are subject to the terms and conditions imposed by the gift card provider. Once awarded, the Promoter is not liable for any voucher that has been lost, stolen, forged, damaged or tampered with in any way.
27. The Promoter is not responsible for any acts outside of its control including without limitation, acts of god, such as adverse weather conditions or industrial action or civil commotion that may take place or the impact or effect of any pandemic or epidemic.
28. The winner (and their companion) are responsible for all other expenses including spending money, meals (unless specified), drinks, transfers (unless specified), laundry charges, activities (unless specified), incidentals, taxes (excluding departure and any other flight associated taxes included within the prize), energy surcharges, gratuities, services charges, passports, visas, travel insurance and all other ancillary costs. Travel insurance is highly recommended to protect against the additional costs incurred in the event of unforeseen circumstances. Each winner is responsible for ensuring that they and their travelling companion are fit to travel and have received appropriate immunisations and/or health checks prior to taking the prize.
29. The winner and travelling companions must travel at the same time, must depart from the same capital city and are responsible for transport from their residence to their nearest capital city for flight departure (Brisbane, Sydney, Canberra, Adelaide, Hobart, Perth or Darwin only). If a winner resides in Victoria then the flight component of the prize will not be included, and the winner and their travelling companion will be responsible for making their way to and from Hilton Little Queen Street.
30. The prize must be taken by 18 April 2025 and is subject to hotel and flight availability. The prize is not available during peak times such as public holidays and school holidays including the F1 Australian Grand Prix weekend 14 March 2025 - 16 March 2025 and cannot be changed once the booking has been made. Air tickets are available on the regular scheduled services of each airline and are subject to seasonal embargos. Flight itinerary may have to be adjusted depending on the airline's departure city and their current flight schedule. Flight itinerary is at the discretion of the promoter. Frequent Flyer points are not available from any airline

31. A credit card imprint or cash deposit may be required from a winner at check-in to the hotel, for all incidental charges. Once accommodation vouchers are issued, they are non-changeable.
32. Legal aged consumers should be advised to consider the safe drinking levels recommended in the National Health and Medical Research Council Australian Alcohol Guidelines that are available at: <http://www.alcohol.gov.au/>. Participation in this promotion is subject to relevant liquor legislation in each State, Territory or Country, including responsible service of alcohol. If a winner of the alcohol prize is from the Northern Territory, that winner will be awarded alternative prizes, at the promoter's discretion, to the value of the alcohol won instead of the alcohol.

Further Terms and Conditions

33. If for any reason this Promotion is not capable of running as planned, including (without limitation) due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, epidemic or pandemic, or public health order, the Promoter reserves the right in its sole discretion to take any action that may be available, and (without limitation) to cancel, terminate, modify or suspend the competition, subject to any direction given under State Regulation.
34. If the prize is unavailable, for whatever reason including (without limitation) due to causes beyond the control of the Promoter, including but not limited to natural disasters, acts of God, civil unrest, strike, war, act of terrorism, epidemic or pandemic, or public health order, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State and Territory legislation. It is a condition of accepting the prize that a winner must comply with all the conditions of use of the prize and prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
35. Without limiting the previous clause, if the prize includes attendance at an event which is cancelled for any reason beyond the control of the Promoter, including due to pandemic, epidemic, public health order or illness of a performer, the Promoter reserves the right to take action under either of the previous two clauses.
36. In consideration of the Promoter awarding the prize to each winner, each winner permits the winner's submission, image and/or voice, as recorded, photographed or filmed during the winner's participation in the prize to appear in connection with the Promoter or any of its related bodies corporate or the goods and services of any of them or the advertising or marketing of any of them, in any media whatsoever throughout the world and the winner will not be entitled to any fee.

Limitation of Liability

37. The Promoter does not exclude any rights and remedies in respect of goods or services under the Australian Consumer Law in the Competition and Consumer Act (2010) (Australian Consumer Law) which cannot be excluded, restricted or modified. However, the remainder of this clause will apply to the fullest extent permitted by law and 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 any personal injury suffered or sustained in connection with any prize/s (including without limitation due

to attendance at an event or travel undertaken when there is any current health warning, epidemic or pandemic declared which would apply to or could be considered to impact, effect or apply to the relevant event or travel) except for any liability which cannot be excluded by law.

38. The Promoter is not responsible for any incorrect or inaccurate information, either caused by entrant or for any of the equipment or programming associated with or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.

Entry details and privacy

39. The Promoter collects information about entrants, including for example their name and contact details which are provided when entering this competition and when registering or using Promoter's services and may also collect information from data houses, social media services, Promoter's affiliates. The Promoter collects and uses that information to run this competition, to provide entrants with Promoter's goods and services, to promote and improve its goods and services, to provide entrants with targeted advertising based on their online activities, for the purposes described in the Promoter's Privacy Policy and for any other purposes that were described at the time of collection. The Promoter may disclose entrants' information to its related companies, including those located outside Australia and including the prize providers and deliverers of prizes. Any of those companies may contact entrants for those purposes (including by email and SMS) at any time. The Promoter may also disclose entrants' information to its service and content providers, including those located outside Australia. If entrants do not provide the Promoter with requested information, it may not be able to provide entrants with the competition goods and services. The Promoter may disclose entrants' personal information to authorities if they are a prize winner or otherwise as required by law. Further information about how the Promoter handles personal information, how entrants can complain about a breach of the Australian Privacy Principles, how the Promoter will deal with a complaint of that nature, how entrants can access or seek correction of their personal information and the Promoter's contact details can be found in the Promoter's Privacy Policy at <https://preferences.news.com.au/privacy>. Despite the foregoing and despite anything in the Promoter's Privacy Policy to the contrary, we will not provide information about your entry into this competition to any of: Punters Paradise Pty Ltd or Racing Internet Services Pty Ltd.