

Audrey Fine Art – Anthony Ricciardi Follow the Heart Competition
- GAME OF SKILL
FULL TERMS AND CONDITIONS

Details

Competition	The “ Competition ” is the Anthony Ricciardi Follow the Heart Competition being run by the Promoter during the Competition Period.
Promoter	The “ Promoter ” is Audrey Fine Art Pty Ltd ABN 62 633 287 215 of 181 Harris St, Pyrmont NSW 2009. Tel: (02) 9552 3018.
Competition Period	The Competition commences at 12:01am (Sydney time) on Friday 1st March 2024 and closes at 11:59pm (Sydney time) on Wednesday 1st May 2024 (“ Competition Period ”). To the extent permitted by law, the Competition Period may be varied or extended at the Promoter’s absolute discretion.
Who can participate?	To enter the Competition, entrants must: a. be an Australian resident currently residing in Australia; b. be aged 18 years or over; c. submit an entry in accordance with these Terms; and d. comply with these Terms.
Prize	Prize means an Anthony Ricciardi Mixed Media on Canvas valued at AUD \$5,000.
Maximum number of entries	Entries are limited to one entry per person during the Competition Period.
How to enter	To enter, each entrant must, during the Competition Period: a. visit the competition landing page at promo.audreyfineart.com.au ; and b. select their favourite Anthony Ricciardi artwork from the available options c. enter their details (including name and email address) and submit a response in 25 words or less to the following question: Tell us why you’d love to win an Anthony Ricciardi Mixed Media on Canvas?
Selection of winners	a. Entries will be judged by a panel of judges who are employees of the Promoter. The winner will be the best valid entries submitted during the Competition Period, as judged by the judging panel having regard to skill, originality and creative merit. b. This Competition is a game of skill and chance plays no part in determining winner(s). All valid entries will be judged individually on their merit according to skill, originality and creative merit. The judges’ decision will be final and no correspondence will be entered into.
Judging details	Judging will take place on Monday 6 th May 2024, at 4pm at Audrey Fine Art 181 Harris St, Pyrmont NSW 2009
Notification of winner	Winners will be notified via the email address provided to the Promoter, and may be asked to provide contact details including a mailing address. It is the responsibility of winners to check their email to determine if they have won a Prize, and to respond to requests for information. If a winner cannot be contacted or does not respond to the Promoter’s request for information relating to collection of the winner’s Prize within 7 days, that winner will forfeit their Prize and that Prize shall be awarded to next best valid entry as determined by the panel of judges. The Promoter will not be liable to entrants for any forfeited Prize and no correspondence will be entered into.
Publication details	The name of the Prize winner will be published on the Audrey Fine Art Instagram account at https://www.instagram.com/audreyfineart/

Delivery	Delivery of the Prize may take up to 30 days from announcing the winner
Social Media	<ul style="list-style-type: none"> a. This Competition is not in any way sponsored, endorsed or administered by, or associated with, any social media platform, including Facebook, Inc, Instagram or Twitter. By participating in this Competition, claimants agree to release any social media platform from any and all claims or liability that the claimant may have against the social media platform arising out of this Competition. b. Claimants acknowledge that use of social media platforms is subject to the terms of service of that platform. The Promoter is not responsible or liable for any loss, damage or injury suffered by any claimant as a result of the conduct of any social media platform, including the decision of any platform to remove or not remove any photographs, except for liability which cannot be excluded by law. c. Any opinions or views expressed on a social media platform by a third party are not the views or opinions of the Promoter. The Promoter excludes liability for any content on any platform that is inaccurate, incomplete, unlawful or inappropriate.

Conditions of entry

1. Information about the Competition, Prizes and how to enter, including the matters in 'Details' above, forms part of these Terms and Conditions ("**Terms**"). Participation in this Competition is deemed acceptance of these Terms. Only entries that comply with these Terms will be valid.

Who is not eligible to participate?

2. Employees, directors and/or officers (and their immediate family members and members of their households) of the Promoter or of its subsidiaries or related companies and retailers or agencies associated with the Competition, are ineligible to participate in the Competition.

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 first cousin.

Prizes

3. The Promoter accepts no responsibility for any variation in the value of the Prize from that stated in these Terms. If any Prize becomes unavailable for reason beyond the Promoter's control, the Promoter may substitute a prize of equal or greater value.

How to enter

4. Entries must be received by the Promoter during the Competition Period. Entries received after the Competition Period will not be accepted.
5. Entrants must only enter their own original entries. Entries must not have been previously published in any forum worldwide.
6. The Promoter accepts no responsibility for inaccurate or incorrect information provided to the Promoter in connection with this Competition. Entrants are responsible for notifying the Promoter of any changes to contact or mailing details that are provided to the Promoter.
7. All entries are deemed to be received at the time of receipt by the Promoter (and not the time of transmission by the entrant). Records of the Promoter and its agencies are final and conclusive as to the time of receipt.

Verification and invalid entries

8. Entries that do not comply with these Terms are invalid and may not be accepted. If an entrant does not provide the Promoter with all the information requested on the entry form, the entry will be invalid.
9. Entries will be invalid if the judging panel determines content included in an entry is inappropriate, disrespectful or offensive.
10. The Promoter is not responsible for receipt of incomplete, damaged, incomprehensible, indecipherable or illegible entries. All such entries may be deemed invalid.
11. Claims that include errors or omissions may be accepted at the Promoter's discretion.

12. Entries may be subject to verification by the Promoter. Entrants must, within a reasonable period specified by the Promoter, produce to the Promoter (or its nominated agent) any documents or evidence that the Promoter may require (including photo identification or other documentation) to verify the entrant's identity, age, residential address and email address, purchase receipt or tax invoice (if applicable), compliance with these Terms, eligibility and any other information provided to the Promoter in the course of participating in the Competition.
13. Prizes will only be awarded to winners (or their parent/guardian) following any validation and verification that the Promoter requires in its sole discretion. If documentation requested by the Promoter is not received by the Promoter (or its nominated agent) or an entry or entrant has not been verified to the Promoter's reasonable satisfaction within the time requested, that entry will be invalid. Verification is at the discretion of the Promoter, whose decision is final.
14. The Promoter may at its absolute discretion, disqualify, and not award a Prize to, any entrant who:
 - a. has breached these Terms;
 - b. provides false information or fails to provide information in accordance with these Terms;
 - c. has submitted an entry which is not in accordance with these Terms;
 - d. the Promoter has reason to believe:
 - i. is not the original entrant;
 - ii. has forged, manipulated, interfered or tampered with, or appeared to benefit from forging, manipulating, interfering or tampering with, the Competition;
 - iii. has engaged in conduct that is fraudulent, unlawful, misleading or deceptive, or other conduct that interferes with the fair and proper conduct of the Competition; or
 - e. does anything that may adversely affect the name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with this Competition.

The Promoter's decision is final and no correspondence will be entered into. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

15. 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 from that source and by those entrants invalid.

Content

16. Entrants agree that they are responsible for the content of any entry submitted to the Promoter, including but not limited to any written materials, photographs and videos (including sound recordings in those videos) ("**Content**"). The Promoter shall not be liable in any way for such Content to the full extent permitted by law. Entrants warrant and agree that:
 - a. the Content is their own original work and is not copied in whole or in part;
 - b. the Content does not contain any material which the entrant does not have permission to use;
 - c. they own or are authorised to use all intellectual property rights in the Content in the manner contemplated by these Terms;
 - d. if applicable, they have obtained the prior consent from any person who has jointly created or has any other rights in the Content prior to the Content being submitted to the uses contemplated by these Terms;
 - e. they will not submit any Content to the Promoter that is unlawful or fraudulent, infringes the intellectual property rights of any third party or amounts to a breach of confidence, privacy, publicity or any other right, is defamatory, obscene, derogatory, pornographic, sexually explicit, indecent, inappropriate, violent, abusive, harassing, threatening, offensive to any person, objectionable with respect to race, religion, origin or gender or otherwise not reasonably suitable for publication. Entrants must ensure that any person depicted in the video or photograph is decently dressed and presented;
 - f. they have express consent from any person identifiable from or whose image or likeness is included in the Content (or if any person's image or likeness included in the Content is under the age of 18, from that person's parent or legal guardian) to their inclusion in the Content and submission of the Content to the Promoter in accordance with these Terms;
 - g. the Content does not contain confidential information or personal information of a third party who has not consented to the submission of the Content in this Competition;
 - h. the Content does not contain viruses and will not cause injury or harm to any person or entity; and
 - i. 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, the entrant indemnifies the Promoter against all costs and claims by third parties arising from a breach of this warranty and the Promoter reserves the right, in its absolute discretion, to reject entries for any breach of this clause.

17. Entrants grant the Promoter and its affiliates, agents, representatives and third party promotional partners an exclusive, royalty-free, perpetual, irrevocable, transferable, worldwide licence, with the right to grant sublicenses, to use, edit, reproduce and exploit any intellectual property in the Content or otherwise associated with the entrant's participation in this Competition by all means whatsoever (including, without limitation, reproduction in print and

electronic format) for any purpose. Entrants also consent to the use by the Promoter and its affiliates, agents, representatives and third party promotional partners of any intellectual property associated with the entrant's participation in this Competition, including the Content, even if the use may otherwise be an infringement of any moral rights. If requested by the Promoter, the entrant agrees to sign any further documentation required by the Promoter to give effect to these Terms.

18. Entrants agree:
 - a. to the Content and any part of it being made publicly available, including on the website of the Promoter and its related companies and social media platforms; and
 - b. that all Content is subject to the approval of the Promoter. The Promoter reserves the right to reject Content prior to publication on its website and social media platforms and may remove (and may request the removal of) Content from its website or any social media platform at any time in its absolute discretion.
19. Entrants consent to the Promoter using the entrant's name, likeness, image and/or voice (including photograph, film or recording of the same) in any media for an unlimited period without remuneration for publicity, commercial and promotional purposes, including but not limited to the purpose of the conduct of this Competition and for the purpose of promoting products manufactured, distributed and/or supplied by the Promoter or its related companies or affiliates.
20. Entries will not be returned to any entrant.

Delivery of Prize

21. The Promoter will notify winners how prizes will be delivered.
22. Prizes will be delivered to Australian addresses only. The Promoter is not liable in respect of any delivery that is dispatched before any change of delivery address is notified to the Promoter.
23. Delivery of Prizes may take up to the time specified in the 'Details'. The Promoter is not responsible for any delays in delivery outside its control.
24. If a Prize is delivered or provided by a third party supplier, the Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the Prize, any loss or damage to the Prize, any failure relating to the Prize or failure by the third party supplier to meet any obligations under these Terms or otherwise.

Liability

25. Nothing in these Terms excludes, limits or modifies, or purports to exclude, limit or modify any consumer rights (including statutory guarantees, implied warranties and conditions) under any statute, including but not limited to the *Competition and Consumer Act 2010* (Cth) or any other statute that may not be lawfully excluded, limited or modified by agreement.
26. Except for any liability that cannot be excluded by law, the Promoter (including its 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 Competition, including, but not limited to that arising out of the following:
 - a. any technical difficulties or equipment malfunction (whether or not under the Promoter's control), including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, technical problems or traffic congestion on the internet or website or software failure;
 - b. acts or omissions (including negligent acts or omissions) of the Promoter's employees, agents or third parties involved in the conduct of this Competition;
 - c. any third party interference or unlawful act;
 - d. any loss or damage to any computer related to or resulting from participation in this Competition, downloading any materials in connection with the Competition or use of a bonus, including loss arising from a security breach, theft or destruction;
 - e. any conduct or event that is beyond the reasonable control of the Promoter;
 - f. any variation in the value of a Prize;
 - g. any tax liability incurred by an entrant; and
 - h. any receipt, taking, acceptance or use of a Prize.
27. The Promoter is not responsible for the safety of individuals who redeem a Prize.
28. Before a Prize is awarded, the winner may be required to sign an agreement to release the Promoter from any liability arising from the use of a Prize or participation in this Competition.
29. The Promoter will not be responsible for any incorrect, inaccurate or incomplete information communicated to the Promoter in the course of, or in connection with, this Competition.

30. The Promoter accepts no responsibility for entries or other communications that are late, lost, delayed, misdirected, incomplete, illegible or incorrectly submitted.
31. If this Competition is interfered with in any way or is not capable of being conducted as reasonably anticipated for any reason, including but not limited to a Force Majeure Event, any infection by computer virus, bugs, tampering, unauthorised intervention or technical failures, the Promoter reserves the right, at its sole discretion to modify, suspend, terminate or cancel the Competition (subject to any regulatory requirements).

Force Majeure Event means any cause outside the Promoter's reasonable control and which could not have been prevented or avoided by the taking of all reasonable steps.

32. Any attempt to deliberately damage or interfere with the Promoter's website or the Competition website, to cause malicious damage or interference with the normal functioning of the Promoter's website, or to otherwise undermine the legitimate operation of this Competition may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent permitted by law in respect of such conduct. If the Promoter suffers loss or incurs any costs in connection with any breach of these Terms the entrant agrees to indemnify the Promoter for those losses, damages and costs.
33. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

Collection and use of personal information

34. The Promoter collects personal information from entrants for the purposes of the conduct of this Competition and for future promotional, marketing and publicity purposes, including to contact entrants to provide information about special offers or other marketing materials via any medium. Entrants consent to the collection, storage and use of their personal information for these purposes.
35. The Promoter may disclose personal information to:
 - a. its related companies and to third parties (including promotional partners, contractors and agents) both within Australia and overseas for the purposes of the conduct of this Competition;
 - b. its related companies and promotional partners both within Australia and overseas for promotional, marketing and publicity purposes who may use that personal information to provide information about special offers or other marketing materials via any medium.
36. By participating in this Competition, entrants consent to the collection, storage, use and disclosure of their personal information by the Promoter in accordance with these Terms.
37. If personal information requested by the Promoter in the course of conducting this Competition is not provided, the entrant may not be eligible to participate in the Competition and/or the Promoter may not be able to provide the Prize.
38. Entrants may obtain access to, update, correct or require destruction of personal information held by the Promoter, make a complaint about a breach of privacy, or opt out of receiving any communications by contacting the Promoter at the address specified in the 'Details'.

General

39. Any costs associated with entering the Competition and making a claim, including accessing the Competition website, are the responsibility of entrants. All taxes (excluding GST) which may be payable as a consequence of receiving a Prize are the sole responsibility of the entrant. All other incidental and ancillary costs including but not limited to insurance, taxes (excluding GST) and any and all other expenses are the responsibility of the entrant.
40. Prizes are not refundable, transferable or exchangeable and are not redeemable for cash (except where the Prize is specified to be cash). Prizes must be taken as offered and cannot be varied.
41. These Terms are governed by the laws of New South Wales. Entrants submit to the non-exclusive jurisdiction of the courts of New South Wales.