

TERMS AND CONDITIONS

Promoter

National Gallery of Victoria (ABN 778 849 864 72), 180 St Kilda Road, Melbourne, VIC 3004 (“Promoter”, “National Gallery of Victoria” or “NGV”). Promoter website: www.ngv.vic.gov.au/

Prize Supplier

Mercedes-Benz Australia ABN 23 0044 114 10 of 44 Lexia Place, Mulgrave VIC 3170. Prize Supplier Website: <https://www.mercedes-benz.com.au/>

EP 21 Pty Limited T/A Hilton Melbourne Little Queen Street ABN 96 615 519 634 of 18 Little Queen Street, Melbourne VIC 3000. Prize Supplier Website: www.hilton.com/en/hotelsmelamhi-hilton-melbourne-little-queen-street/

Pt. Leo Estate ABN 25 6836 002 96 of 3649 Frankston – Flinders Road, Merricks VIC 3916. Prize Supplier Website: <https://www.ptleoestate.com.au>

Entry Restrictions

Open to all Australian residents aged 18 or over, except the directors, officers, management and employees (and the immediate families of directors, officers, management and employees) of the Promoter and the Prize Suppliers.

Competition Period

10am (AEST) on 11/12/2024 to 5pm (AEST) 21/04/2025

Entry Method

For the entry to be valid, an entrant must: complete an online entry form available through the link from the NGV website or QR code displayed at the exit of the *Yayoi Kusama* exhibition. An entrant must provide their full name, email address, phone number and any additional information as required by the Promoter. The Promoter retains the right to determine valid entries at its absolute discretion.

Draw Details

National Gallery of Victoria, 180 St Kilda Rd, Southbank, VIC, 3000 by 5:00pm AEST on Thursday 24 April 2025.

Winner Determination

This competition is a game of chance. All valid Entries received within the Competition Period will be eligible and one winning entry will be randomly drawn (each a “**Winning Entry**”) at the National Gallery of Victoria 180 St Kilda Rd Southbank VIC, 3000 by 5:00pm AEST on Thursday 24 April 2025.

PRIZE DETAILS

There is one (1) Prize to be won.

The Prize consists of the following:

Mercedes-Benz Australia

- Transfer and driver valued up to \$600.
- Merchandise pack valued up to \$180.

Hilton Melbourne Little Queen Street

- One-night accommodation at Hilton Melbourne Little Queen Street including breakfast for 2 x adults valued at \$500.
- Dinner for two at Luci Restaurant valued at \$350.

Pt. Leo Estate

- Admission for two valued at \$30.
- Private tour for two valued at \$110.
- Lunch for two including wine pairing valued at \$960.

National Gallery of Victoria

- Merchandise pack valued up to \$340.

The Promoter and the prize providers accept no responsibility for any disputes arising between a winner and any person whom the winner chooses to or chooses not to be their companion for the relevant prizes. See below sections for additional prize details in Mercedes-Benz Australia T&Cs, Hilton Melbourne Little Queen Street T&Cs and Pt. Leo Estate T&Cs.

Prize Pool

The total prize pool is valued at \$3,377 (incl. GST).

Entry Limits

Entries are limited to one entry per person.

Winner Notification

The Winners will be notified via phone and email by 5:00pm AEST on Thursday 24 April 2025 and will be directed to email the Promoter with any details required to deliver the Prize.

The Promoter will take no responsibility if a Winner's details are incorrect or incomplete and the Winner cannot be contacted.

Unclaimed Prize Draw Details

The Promoter reserves the right to appoint a new winner if a Winner cannot be contacted within 24 hours or if the Prize cannot be redeemed by a Winner.

This new winner will be appointed by conducting a second random draw of the Entries, such draw to take place in the same manner and at the same premises as the initial draw on a date to be determined by the Promoter.

Unclaimed Prize Draw Winner Notification and Publication

Any winner in the Unclaimed Prize Draw will be notified by phone and in writing within 5 days of the Unclaimed Prize Draw.

NGV T&Cs

- NGV will be disclosing the Winner's personal information to Mercedes-Benz Australia, Pt. Leo Estate and Hilton Melbourne Little Queen Street for the purpose of providing the prize.

Mercedes-Benz Australia T&Cs

- Pick up transfer to Pt. Leo Estate, and return transfer to Hilton Melbourne Little Queen Street (18 Little Queen St, Melbourne VIC 3000) for two people.

Hilton Melbourne Little Queen Street T&Cs

Hilton Melbourne Little Queen Street: This gift must be redeemed in full, and is only valid once. It is not redeemable for cash in whole or part, cannot be extended, is non-transferrable, is non-fundable and cannot be used in conjunction with any other offers. Black-out dates apply. The hotel reserves the right to amend or modify the terms and conditions.

Pt. Leo Estate T&Cs

This prize can be used for the following services at Laura Restaurant: Lunch from Thursday to Monday and dinner Saturday. It is valid for one year and cannot be redeemed on public holidays. A booking is required and is subject on availability and weather conditions. It is not redeemable for cash in whole or part, cannot be extended, is non-transferrable, is non-fundable. Pt. Leo Estate reserves the right to amend or modify the terms and conditions.

CONDITIONS OF ENTRY

1. Information regarding prizes and how to enter forms part of these conditions. The competition will be conducted during the Competition Period. Entries must be received during the Competition Period. By entering the competition, entrants accept these conditions of entry.
2. Online entries: Each entrant may receive a return online notification confirming their successful entry into the competition. By entering this competition, entrants consent to receiving this electronic message. Entries are deemed to be received at the time they are received by the Promoter's database and not at the time of submission by the entrant. The Promoter has no control over communications networks and is not liable for any problems associated with them due to traffic congestion, technical malfunction or otherwise. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred. Entrants who enter using multiple email addresses, phone numbers or aliases may be disqualified. Consumers are responsible for their own costs associated with accessing the Internet. Automatically generated entries may be disqualified. The Promoter's decision is final and no correspondence will be entered into.
3. Late, lost, incorrect or ineligible entries: The Promoter is not liable for late, lost, incomplete, misdirected, incorrectly submitted, delayed or illegible entries, correspondence or claims for prizes due to error, omission, tampering, theft, destruction or otherwise including where applicable failure of any participating venue, outlet or store to forward entry forms to the judging location.
4. Validity of entries: The Promoter may determine at any time whether or not to: (a) disqualify or invalidate any entry. The Promoter may make this determination at its absolute discretion, including (without limitation) if the Promoter is of the view that the entry breaches these conditions of entry.
5. Prizes: The prizes are as stated in the Prize Details, Mercedes-Benz Australia T&Cs, Pt. Leo Estate T&Cs, Hilton Melbourne Little Queen Street T&Cs of these conditions.
6. Winner notification: The winner/s will be notified in accordance with the Winner Notification section of these conditions.
7. Publicity: Winner/s (and their companion/s, if applicable) must, at the Promoter's request, participate in all promotional activity (such as publicity and photography) surrounding the winning of any prize, free of charge. Winner/s (and the companion/s, if applicable) also consent to the Promoter using their names and images in promotional material.

8. Winner identification: The Promoter (and any contractor, agent or third party associated with the competition) may require the winner/s to provide proof of identity, proof of age and proof of residency (including proof of residency at the nominated prize delivery address, if applicable). Identification considered suitable for verification is at the Promoter's (and/or the relevant contractor's, agent's or third party's) discretion.

9. Validation of entries: If a winning entry is deemed not to comply with these conditions of entry (including if a winner is unable to take the prize within the applicable prize dates), the entry will be discarded and a new winner of that prize will be determined by drawing a further valid entry in accordance with Unclaimed Prize Draw Details.

10. Disqualification of winner/s: The Promoter may, in its sole discretion, disqualify all entries from, and prohibit further participation in this competition by, any person (including without limitation any winner or any of their companion/s if applicable) who: (a) tampers with or benefits from any tampering with the entry process or with the operation of the competition; (b) acts in violation of these conditions of entry (c) acts in a disruptive manner or with the intent or effect of annoying, abusing, threatening or harassing any other person; (d) behaves in a manner which may diminish the good name or reputation of the Promoter, any of its related bodies corporate or the agencies or companies associated with this competition; or (e) behaves in a manner that is contrary to law or is otherwise inappropriate. If a prize can be shared with companion/s, the relevant winner is fully responsible for the acts and omissions of their companion/s and the Promoter may, in its sole discretion, disqualify all entries from, and prohibit further participation in this competition by, the winner and any or all of their companion/s if any of their companion/s breaches these conditions of entry, whether or not legally bound by them.

11. The Promoter's decision in relation to all aspects of this competition, is final and no correspondence will be entered into.

12. Prize redemption and transferability: Prizes are not transferable or exchangeable and (except where cash is specified) cannot be redeemed for cash. If for any reason a winner (or their companion/s if applicable) does not take an element of a prize at the time stipulated by the Promoter then that element of the prize will be forfeited and cash will not be supplied instead. The Promoter accepts no responsibility for any variation in prize value. If a prize (or any element of a prize) is unavailable for any reason, the Promoter may substitute for that prize (or element of that prize) another item of equal or higher value as determined by the Promoter.

13. Unclaimed prize procedure: The Promoter may deem a winner's entry invalid if: (a) a prize has not been accepted or claimed in accordance with the Prize Claim Date and Time; or (b) after making all reasonable attempts, the Promoter cannot contact a winner (or a winner does not contact the Promoter) by the Prize Claim Date and Time. In these circumstances, the relevant winner's entry will be deemed invalid and the Promoter will distribute that prize to the entrant who submitted the next best valid entry that has not already received a prize.

14. Australian Consumer Law: Except for any liability which cannot be excluded by law, the Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury, illness or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this competition or accepting or using any prize. Where any liability cannot be excluded by law, the liability of the Promoter and its associated agencies and companies is limited to the minimum allowable by law. Nothing in these conditions of entry restricts, excludes or

modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).

15. Limitation of liability: Without limiting the previous paragraph, the Promoter and its associated agencies and companies will not be liable for any damage, loss or delay in transit to prize/s.

16. Facebook and other social media platforms: The Promoter may communicate or advertise this competition using Facebook and other social media platforms. However, the competition is in no way sponsored, endorsed or administered by, or associated with, Facebook or any other social media platform. Entrants are providing their information to the Promoter and not to Facebook or any other social media platform. Each entrant completely releases Facebook and any other social media platform from any and all liability.

17. Winner's companions: Where applicable, as a condition of accepting or participating in any prize, the winner's companion/s accepts these conditions of entry.

18. Promoter's assignment of rights: If for any reason any aspect of this competition is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the competition, or invalidate any affected entries.

Privacy

National Gallery of Victoria:

All entries will be the property of the Promoter. The information entrants provide will be used by the Promoter for the purpose of conducting this competition. The Promoter may collect entrants' personal information (including through its contractors or agents) or disclose entrants' personal information to its related companies, contractors and agents to assist in conducting this competition, storing data or communicating with entrants. By entering this competition, entrants consent to the storage of their personal information on the Promoter's database. By entering this competition, entrants consent to receiving SMS or email messages from the Promoter about the competition. The Promoter is bound by the Victorian Privacy and Data Protection Act 2014. The National Gallery of Victoria's Information Privacy Policy contains information, amongst other things, about how the entrant may access personal information that is held by the National Gallery of Victoria about them and seek correction of such information. See <https://www.ngv.vic.gov.au/wp-content/uploads/2024/03/NGV-Information-Privacy-Policy.pdf> to view the National Gallery of Victoria's Information Privacy Policy in full. The Promoter's Information Privacy Policy also contains information about how the entrant may complain about a breach of the Victorian Privacy and Data Protection Act 2014, and how the National Gallery of Victoria will deal with such complaints.

Opt-in Data Sharing:

If the entrant ticks a box in the entry form to receive communications from any Prize Supplier, the entrant's information will be shared by the Promoter with the Prize Supplier for this purpose (Opt-in Data).

Opt-in Data will be captured securely into the database of the NGV website. At the end of the competition, Opt-in Data will be exported and shared with the relevant Prize Suppliers using a secure data transfer system. Each Prize Supplier will only receive the data of the entrants who opted-in to receive communications from that company. All Opt-in Data will be handled in

accordance with the NGV's privacy policy (see link above) and then deleted from the NGV database after the competition closes.

Mercedes-Benz Australia:

See https://www.mercedes-benz.com.au/passengercars/content-pool/tool-pages/footer-legal-links/cookies/privacy-policy/full-privacy-policy.html#par_utilitytext to view Mercedes-Benz's Privacy Policy in full.

Hilton Melbourne Little Queen Street:

See <https://www.hilton.com/en/p/global-privacy-statement/> to view Hilton Hotels Privacy Policy in full.

Pt. Leo Estate:

See <https://www.ptleoestate.com.au/privacy-policy/> to view Pt. Leo Estate's Privacy Policy in full.