

**Terms and Conditions:** Win an art experience with The Other Art Fair.

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1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to registered Creative Rewards Loyalty Program members and followers of Eckersley's Instagram (@eckersleys) and/or Eckersley's Facebook (@eckersleys) and The Other Art Fair on Instagram and Facebook.
3. Employees (and their immediate families) 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 1<sup>st</sup> cousin.
4. Promotion commences on **Thursday 28<sup>th</sup> October 2021** and ends at **11.59pm on 14<sup>th</sup> November 2021 AEDST** ("Promotional Period").
5. The winners will be selected by game of chance and the winner will be chosen at random. The draw will take place on 15/11/21.

Draw address: Ground Floor, 1-5 Commercial Road, Kingsgrove NSW 2208. The winner will be contacted via direct message on Facebook and Instagram the same day as the prize is drawn to receive their Creative Rewards member number to validate their entry. The winner's names will also be published on the Eckersley's website [www.eckersleys.com.au](http://www.eckersleys.com.au) and via Instagram and Facebook on the 15/11/2021. The winner will need to respond back via direct message on social media to claim prize by 22/11/2021 at 5.00pm AEDST.

6. This competition is exclusive to Creative Rewards Members only. There is 1 prize pack to be won in total, valued at \$300 RRP.

**The winner will receive:**

- A double pass to the opening night of The Other Art Fair, Thursday 2 December
- A complimentary drink on arrival for you and a friend
- \$100 The Other Art Fair voucher to spend on art at the event
- \$100 Eckersley's gift card

In addition, 10 runners up will win a Fri-Sun double pass to attend The Other Art Fair, which is taking place at Barangaroo, Sydney, from 2-5 December valued at \$60 each.

**Conditions of entry:**

- Must be over 18 to enter
- Must be available to attend The Other Art Fair from 2-5 December 2021 at The Cutaway at Barangaroo
- \$100 The Other Art Fair art voucher is not transferable for cash or any other prize and must be spent at The Other Art Fair Sydney, 2-5 December 2021. Not eligible to be spent on food or drink
- \$100 Eckersley's gift card is not transferable for cash
- Must adhere to the health & safety measures required at the time of attendance put in place by event organisers, The Other Art Fair. Such measures may include wearing a face covering indoors, showing proof of negative COVID-19 test or proof of vaccine against COVID-19 prior to admittance. View The Other Art Fair- Safer Fair Plan at <https://www.theotherartfair.com/sydney/visiting/safer-fair-plan/>

To enter, eligible individuals must complete the following steps during the Promotional Period:

**How to enter**

1. Be a Creative Rewards member, [click here to sign up](#).
2. Follow @eckersleys and @TheOtherArtFair on Instagram and/or Facebook
3. Complete the online entry form

**Unregistered Creative Rewards Members**

7. Customers must register their Creative Rewards card. Registering a Creative Rewards Loyalty card requires a customer joining the Creative Rewards Loyalty program (online or in-store) and filling out the required details in the electronic form online at: [www.eckersleys.com.au/creative-rewards](http://www.eckersleys.com.au/creative-rewards)
8. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. 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.
9. Incomplete or indecipherable entries will be deemed invalid.
10. 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.
11. The Promoter's decision is final, and no correspondence will be entered into.
12. Winners will be decided by way of a random draw from all entries received within the promotional period.
13. The one prize pack to be won over the promotional period, the total \$300 RRP value excl. GST.

14. The runner up winners x 10 double passes valued at \$60 each excl. GST
15. Subject to the unclaimed prize draw clause, if for any reason a winner does not take the prize (or an element of the prize) by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
16. A redraw will take place if the winner does not claim the prize by 22/11/2021 at 5.00pm AEDST.
17. The redraw will take place on 23/11/2021 and the winner announced 23/11/2021. Draw address: Ground Floor, 1-5 Commercial Road, Kingsgrove NSW 2208.
18. 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.
19. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.
20. 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.
21. 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.
22. Any cost associated with accessing the Promotional Page is the entrant's responsibility and is dependent on the Internet service provider used.
23. 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 by that entrant invalid.

24. 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 the States and Territories of Australia ("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.
25. 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, unauthorized 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) use of prize.
26. 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.
27. The Promoter collects personal information in order to conduct the promotion. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to opt out, access, update or correct information to the Promoter. All entries become the property of the Promoter.
28. The laws of Australia apply to this promotion to the exclusion of any other law. Entrants submit to the exclusive jurisdiction of the courts of Australia.
29. The Promoter is Eckersley's Art & Craft (ABN 9100 4631 716) of Ground Floor, 1-5 Commercial Road, Kingsgrove NSW 2208. Telephone 02 8036 1300 (in Australia).