

## Terms & Conditions: Chalk Urban Art Festival - Instagram Photo Competition

1. Information on how to enter and prizes forms part of these conditions of entry. Submission of an entry is deemed acceptance of these conditions of entry.
2. You are providing your information to the Promoter (Zest Events International Pty Ltd on behalf of Chalk Urban Art Incorporated) and not to Instagram, Facebook or Twitter. This promotion is in no way sponsored, endorsed or administered by, or associated with Instagram, Facebook or Twitter and Eligible Entrants completely release Instagram, Facebook and Twitter from any and all liability in connection with this Promotion.
3. The Competition is open to people who have an existing Instagram Account (Eligible Entrants).
4. Employees (and their immediate families) of the Promoter, participating retailers and agencies associated with this promotion are ineligible to enter.
5. Promotion commences (Competition Period) at 12pm (AEST) on October 19 2014 and closes Oct 28, 2014 at 7pm (AEST). An entry is deemed to be received at the time of its receipt by the Promoter and not at the time of transmission by the entrant.
6. To enter, Eligible Entrants must upload a photo to their Instagram of the artworks and activities at Customs House Forecourt and Alfred Street only during the competition period and follow the following procedure:
  - a. Eligible Entrant must log into their Instagram account; and
  - b. Upload an Eligible Photo;
  - c. Use the hash tag #chalkurbanart
7. Prize information, there are 3 prizes:
  - a. 1<sup>st</sup> prize: 1 x \$50 Quay Bar voucher valid to 31/12/14, 1 copy of Kurt Wenner's 'Asphalt Renaissance', 1 x set of 24 Faber-Castell Pastels (Total prize value \$100)
  - b. 2<sup>nd</sup> Prize - 1 x A4 chalkboard , 1 set of 12 Faber-Castell Polychromos Fine Art Pastels, 1 x small Artist mannequin (Total prize value \$50)
  - c. 3<sup>rd</sup> Prize – 1 x 1 x A4 chalkboard, 1 set of 36 Jasart Soft pastels, 1 x Faber-Castell 10 Connector Pens (Total prize value \$46)
7. This is a game of skill and chance plays no part in the determination of winners. Each entry will be individually judged according to its merits on the basis of originality and creativity as determined by the Promoter in its sole discretion. The Promoter's decision is final and no correspondence will be entered into.
8. Multiple entries will be accepted but an Eligible Entrant may only win once. Any costs associated with entering the competition including costs associated with uploading the photographs are the entrant's responsibility.
9. Winners will be notified on November 2, 2014 through Instagram.
10. Winners' name and photograph may be published on:  
[www.chalkurbanart.com](http://www.chalkurbanart.com); [www.zestevents.com.au](http://www.zestevents.com.au); [www.facebook.com/ChalkUrbanArt](http://www.facebook.com/ChalkUrbanArt);  
[www.facebook.com/ZestEventsInternational](http://www.facebook.com/ZestEventsInternational)  
[instagram.com/chalkurbanart](https://www.instagram.com/chalkurbanart); [instagram.com/zesteventsinternational](https://www.instagram.com/zesteventsinternational)  
<https://twitter.com/chalkurbanart>; [https://twitter.com/Zest\\_Event](https://twitter.com/Zest_Event)
11. The stated prize value is the recommended retail value (including GST) in Australia as provided by the supplier and is correct at the time of printing. The Promoter accepts no

responsibility for any variation in the value of the prize. The Promoter and its associated agencies and companies accept no responsibility for prizes damaged or lost in transit.

12. Any unused balance of the Prize will not be awarded as cash or as any other prize.
13. Redemption dates may apply and the Promoters are not responsible for any failure by the winner to redeem the prize by any applicable redemption date.
14. Entrants agree not to submit any material with their entry, including an Eligible Photo, which contains any infringing, illegal, pornographic material or is likely to cause offence.
15. The Promoter reserves the right to verify the validity of entries and entrants (including an entrant's identity, age and address) and to disqualify any entrant who submits an entry that is not in accordance with these conditions of entry, who tampers with the entry process or who submits an entry that the Promoter, in its sole discretion, deems to be offensive, inappropriate, defamatory or otherwise not in keeping with the spirit of the competition. The Promoter also reserves the right to verify the validity of any voting or judging process in the promotion and to disqualify any entrant who tampers with any voting or judging process, or otherwise does not act in accordance with these conditions of entry when participating in any voting or judging process. Failure by the Promoters to enforce any of their rights at any stage does not constitute a waiver of those rights.
16. Incomplete, indecipherable, or illegible entries will be deemed invalid. Any incorrect entrant details submitted may render the corresponding entry invalid. It is each entrant's responsibility to inform the Promoter if their personal details change prior to the Winner Notification Date.
17. All winners must present sufficient identification (as determined by the Promoter in their sole discretion and may include a driver's license or passport) to the Promoter before they can accept their prize.
18. If for any reason whatsoever the prize Winner does not take their prize or an element of their prize at the time stipulated by the Promoter, then the prize or that element of the prize will be forfeited by the prize Winner and neither cash nor any other prize will be awarded in lieu. In any event, if the Winner does not claim their prize within 48 hours of the date upon which the Promoter first attempts to contact them, they will forfeit the prize and the Promoter will select the next best entry. This process will continue either until the particular prize is claimed or valid entries are exhausted, whichever occurs first.
19. Each work submitted as part of an entry ("Work") becomes the property of the Promoter. As a condition of entry, each entrant irrevocably grants to the Promoter a non-exclusive perpetual worldwide licence to use and exploit all intellectual property rights (including, without limitation, copyright) in and to the Work and consents to the Promoter doing (or omitting to do) any acts in respect of the Work which may otherwise constitute an infringement of an entrant's moral rights. For the avoidance of doubt, the Promoter use all or part of an entrant's Work(s) for promotional, marketing or publicity purposes, whether in respect of the competition, the Promoter or otherwise. Each entrant warrants to the Promoter that the Work submitted is an original work of the entrant which does not infringe any rights of any third party. A breach of the warranty set out in this condition will result in the entrant's entry being invalid. In addition, each entrant indemnifies the Promoter against all loss, damages and costs incurred by the Promoters arising from that entrant's breach of the warranty set out in this condition.
20. In the event that the Eligible Photo features a third party, the entrant warrants they are able to, and will, procure the consent of that third party (or their parent/guardian if that third party is under the age of 18 years) to submit the Eligible Photo and for it to be used in

accordance with these terms and conditions of entry. A breach of the warranty set out in this condition will result in the entrant's entry being invalid. In addition, each entrant indemnifies the Promoter against all loss, damages and costs incurred by the Promoters arising from that entrant's breach of the warranty set out in this condition.

21. If a prize (or part of any prize) is unavailable, the Promoter, in its sole discretion, reserves the right to substitute the prize (or that part of the prize) with an alternative prize to the equal value and/or specification, unless to do so would be prohibited by law.
22. Unless otherwise stipulated, no prize, is transferable, exchangeable or redeemable for cash.
23. These conditions of entry do not, nor do they intend to, limit, exclude or modify any non-excludable statutory guarantee under the Competition and Consumer Act 2010 or any other warranties (whether express or implied) or terms under any state or federal legislation which cannot be excluded.
24. Subject to clause 23 and to the maximum extent permitted under law, the Promoter (including its officers, employees and agents) excludes all liability whether arising in tort (including, without limitation, negligence), contract or otherwise for any personal injury or any other loss or damage (including without limitation loss of opportunity or loss or profits) whether direct, indirect, special or consequential, arising in any way out of the promotion, including, without limitation, the following: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost altered, damaged or misdirected (whether or not after 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 conditions of entry ; (e) any tax implications; and/or (g) a prize or use of a prize. Nothing in these terms affects the statutory rights of any person under The Australian Consumer Law or any other applicable law.
25. Each entrant consents, if the entrant becomes a Winner, to the Promoter using the entrant's name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period of time without remuneration for the purpose of promoting this promotion (including any outcome), the Promoter and/or products/services supplied by the Promoter.
26. The Promoter collect personal information in order to conduct the competition and provide any goods/services requested and may, for that purpose, disclose such information to third parties, including, but not limited to, prize suppliers or a regulatory authority and for any purpose to which the entrant has previously consented, including but not limited to, future promotional, marketing and publicity purposes. Entrants should direct any request to access, update or correct information to the Promoter. All entries become the property of the Promoters.
27. The Promoter is Zest Events International Pty Ltd on behalf of Chalk Urban Art Incorporated, PO Box A600, South Sydney NSW 1235. [www.zestevents.com.au](http://www.zestevents.com.au).