

## Terms & Conditions

1. Entry to the Competition is only open to individuals who have visited the 2008 *Sculpture by the Sea* exhibition at Bondi. Entries submitted on behalf of employees and the immediate families of either the Promoter or agencies and companies associated with the Competition will not be permitted.
2. The Competition commences on 16th October 2008 at 8.30 am and concludes on 2nd November 2008 at 12.00 noon ("Competition Period"). All times are Eastern Summer time (daylight saving).
3. Multiple entries will be permitted.
4. The draw will be conducted in the afternoon of Sunday 2nd November 2008 at Marks Park, Southern Bondi Headland, cnr Fletcher Street and Marks Lane, Tamarama. The first valid entry randomly drawn will win the prize.
5. The winner of the prize must be 25 years or older, and hold a valid drivers license, or redeem their prize accompanied with someone 25 years or older and with a valid drivers license.
6. The prize includes 2 return economy airfares flying from Sydney to Perth, 3 nights accommodation at the Ocean Beach Hotel, Cottesloe, Perth; 2 invitations to the *Sculpture by the Sea* exhibition party and a preview twilight tour; 2 return airfares flying Skywest from Perth to Exmouth; 2 nights accommodation at Sal Salis Ningaloo Reef inclusive of meals and activities exclusive of dive activities; car hire from Perth to Margaret River return; 2 nights accommodation at Cape Lodge inclusive of daily breakfast and afternoon tea; and lunch for 2 at Xanadu Winery, Margaret River, to the value of \$200.
7. The winner will be notified in writing and by phone.
8. The Judges' decision is final and no correspondence will be entered into. If the winning entry is deemed not to comply with these conditions of entry, or the winner is not able to accept this prize, the entry will be discarded and a new winner will be determined by drawing a further valid entry.
9. This prize must be used between the dates of 3-23rd March 2009 and is non-transferable and cannot be redeemed for cash.
10. Sculpture by the Sea Incorporated reserves the right to request the winner to provide proof of identity and proof of residency at the nominated prize delivery address. Identification considered suitable for verification is at the discretion of Sculpture by the Sea Incorporated.
11. Taxes, insurance and any additional costs are at the responsibility of the prize winner and must be paid within one month from the date of claiming. Failure to pay the airfare taxes and travel insurance will result in the forfeiture of the prize. If after payment of the airfare taxes and travel insurance, the Prize Winner choose not to use the prize these monies will not be refunded.
12. If for any reason this promotion is not capable of running as planned which may corrupt or affect the administration, security, fairness or integrity or proper conduct of this promotion, subject to the approval of the NSW Dept of Gaming & Racing Sculpture by the Sea Incorporated reserves the right in its sole discretion to cancel, terminate, change or suspend the competition and may disqualify any individual who tampers with the entry process.
13. Sculpture by the Sea Incorporated, Sal Salis, Xanadu and Cape Lodge shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to direct or consequential loss) or for any personal injury suffered or sustained in connection with the prize (whether or not arising from any person's negligence), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).

14. If a prize has not been claimed or accepted within 1 month of the date of the draw, the winner's entry will be deemed invalid and Sculpture by the Sea Incorporated will conduct such further draws from 09.00 am on Monday 2nd December 2008 at 61 Marlborough Street, Surry Hills NSW as are necessary to distribute the prize.
15. All entries become the property of Sculpture by the Sea Incorporated. All entries will be used by Sculpture by the Sea Incorporated to support the winner's claim to the prize so that *Sculpture by the Sea* Incorporated can provide the to the winner and verify their identity. Sculpture by the Sea Incorporated may disclose entrant's personal information to its contractors and agents for the purpose of conducting the competition.
16. The promoter is Sculpture by the Sea Incorporated, Level 3, 61 Marlborough Street, Surry Hills, NSW.