"BIG ART COMP Creativity Unstoppable" PROMOTION

TERMS AND CONDITIONS

- 1. Information on how to enter and the prize(s) 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 Australian residents aged 13 years or younger. Entrants must be registered children with Camp Australia.
- 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), brother, sister, step-brother or step-sister.
- 4. Entries into the promotion open on 15/04/2024 and close at 9:00pm (21:00) AEST on 24/05/2024 ("**Promotional Period**").
- 5. To be eligible to enter and confirm their entry into the competition, individuals must download the 'Big Art Comp Template', complete their artwork and have a parent or legal guardian submit the artwork via the Woobox link found at <u>www.campaustralia.com.au/bigartcomp</u> during the Promotional Period. Additionally, eligible entrants may complete the template during Big Art Fridays at Your OSHC After School Care, have a parent or legal guardian sign the bottom of the document and a Camp Australia educator can submit it to the Marketing Team at Camp Australia.
- 6. Two entries are permitted per eligible entrant.
 - 1. Each eligible entrant registered with Camp Australia will receive one entry into the Competition.
 - 2. Eligible entrants attending any Big Art Fridays session in Term 2 2024, which take place in Your OSHC after school care every Friday, will receive an additional entry into the Competition.
- 7. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. 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. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
- 8. 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.
- 9. There will be forty (40) winners and one (1) major prize winner. The major prize will be awarded to one (1) of the forty (40) winners, provided their design complies with all eligibility requirements, including the absence of any trademarked material.
- 10. All eligible entries will be judged by our judging panel between 27/05/2024 and 07/06/2024. Winners will be notified in writing by email within five (5) business days

of 07/06/2024 and their names will be announced online at <u>http://www.campaustralia.com.au/bigartcomp</u> by 21/06/2024.

- 11. The judges' decision is final and no correspondence will be entered into.
- 12. The forty (40) winners will receive a LEGO® Classic Creative Fantasy Universe set valued at RRP \$149.99 AUD.

The major prize, awarded to one (1) of the forty (40) winners, consists of a 32cm x 32cm finished LEGO model of their artwork, created by the Brickman Group. This prize is unique and custom-made, and therefore does not have a retail value. It is non-transferable, not exchangeable, and cannot be redeemed for cash. No monetary value is assigned to the major prize due to its bespoke nature and the impossibility of accurately valuing such personalised craftsmanship and artistic representation.

- 13. If any prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
- 14. Total prize pool value is \$5999.60 RRP. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
- 15. 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.
- 16. Entrants consent to the Promoter using their artwork 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.
- 17. 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.
- 18. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used. 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.
- 19. 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.

- 20. 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, unauthorised 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 a prize.
- 21. The Promoter collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at https://campaustralia.com.au/privacy-policy. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter may disclose PI outside of Australia, see the Promoter's Privacy Policy for more information.
- 22. The Promoter is Camp Australia Pty Ltd (ABN 96 060 703 120) of Level 1, 207-213 Waverley Road, Malvern East VIC 3145, telephone 1300 105 343.