

TERMS & CONDITIONS – The First Emperor competition

- 1. Information on how to enter form part of the terms and conditions of entry. Participants may enter by entering their details onto computer terminals at the exit of *The first Emperor: China's entombed warriors* exhibition. Eligible participants will be required to provide their name, email address and home state details, to complete their entry. Illegible, incomplete or incomprehensible entries will be ineligible.
- 2. The promoter is the Art Gallery of New South Wales, ABN 24 934 492 575, Art Gallery Rd, The Domain NSW 2000, ph. (02) 9225 1700.
- 3. Entry is open to all permanent residents of Australia. Limit one entry per person.
- 4. The promotion opens at 6pm AEST on Wednesday 1 December 2010 and ends at 5pm AEST on Sunday 13 March 2011.
- 5. The draw for the winner will take place on Monday 14 March 2011 at 3pm AEST at The Art Gallery of New South Wales. If the winner is under the age of 18 years the prize will be awarded to their parent or legal guardian.
- 6. Judges' decision is final and no correspondence will be entered into. Prizes cannot be transferred. Non cash prizes cannot be redeemed for cash. 7. The promoter reserves the right to request winners 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 the promoter.
- 8. The promoter reserves the right to refuse to allow a winner to take part in any or all aspects of the prize, if the promoter determines, in their absolute discretion, that a winner is not in the mental or physical condition necessary to be able to safely participate in the prize. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form determined by the promoter in its absolute discretion.
- 9. If for any reason this promotion is not capable of running as planned, including due to tampering, unauthorised intervention, fraud or any other causes beyond the control of the promoter, which corrupt or affect the administration security, fairness or integrity or proper conduct of this promotion, the promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process.
- 10. Employees and their immediate families of the Art Gallery of New South Wales and their agencies and companies associated with the promotion are ineligible to enter the competition.
- 12. The promoter shall endeavour to contact the winner via email within 2 weeks of the prize draw. In the event that the winner cannot be contacted after three months, an alternate winner will be

drawn. The unclaimed prize draw will take place on Monday 6 June 2011 at 3pm AEST at The Art Gallery of New South Wales.

- 13. It is a condition of entry that winners agree to the publication of their name and state on the site www.artgallery.nsw.gov.au which will occur within two weeks of the prize draw.
- 14. The promoter 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 any prize/s, except for any liability which cannot be excluded by law.

15. Prize is as follows:

- Return economy flights to Shanghai and Xi'an for 2 flying Qantas (departing Sydney only)
- 6 nights accommodation (2 nights Sofitel Xi'an, 4 nights Sofitel Shanghai Sheshan Oriental) for 2 in a superior room including breakfast.
- Return private car transfers from Shanghai International airport to Shanghai city hotel.
 Return private car transfers from Xian airport
- Private Shanghai Full Day tour inclusive of lunch (tour includes English speaking guide)
- Entry for 2 people into the Terracotta Warriors and Horses Museum, Xi'an

Total prize value is \$5200.

Qantas Airlines Terms and Conditions

- a) Travel is on an economy class basis
- b) Bookings must be made 60 days prior to departure.
- c) Flights are subject to availability of the authorised "Q" class or lower, these seats are limited.
- d) Bookings must be made and ticketed by Qantas through the contact identified below.
- e) Travel is valid on Qantas direct services to Shanghai (PVG) and utilising the Qantas codeshare flight on China Eastern Airlines to Xian (XIY) only. No other codeshare flights permitted.
- f) Passengers must travel together on all sectors, prizes are not upgradeable.
- g) The travel certificate is valid until 31 December 2011. Qantas will not authorise extensions, and all travel must be completed by this date.
- h) Travel must be between identified cities and via the normal routing (as identified by the Qantas booking agent), stopovers are not permitted.
- i) The certificate is non-refundable, non-transferable nor redeemable for cash or other goods or services.
- j) Frequent Flyer points cannot be accrued on a ticket purchased with a travel certificate.
- k) All taxes (including any GST component and departure taxes) and airport charges in respect of tickets purchased with this travel certificate are included in the prize.
- I) No additional or ancillary costs (eg accommodation, transfers, travel insurance, spending money) are included.
- m) Prize winner and travelling companion are responsible for obtaining all necessary travel documents (eg passport, visa) and complying with all health or other governmental regulations.
- n) By entering the competition and opting in to receiving further information entrants are also subscribing to the promotion database of Qantas Airlines.

Sofitel Luxury Hotels Terms and Conditions

- a) Valid for stays between 1 April 2011 31 December 2011. Reservations are essential and subject to availability. Prize vouchers must be presented upon arrival at each hotel and can not be redeemed for cash. Any incidentals such as room service, mini bar and telephone calls are not included and should be settled by the prize winner upon departure.
- b) By entering the competition and opting in to receiving further information entrants are also subscribing to the promotion database of Sofitel Luxury Hotels.

Qantas Holidays Terms and Conditions

By accepting the prize, you agree to the following terms and conditions of the prize:

- a) All prize bookings must only be made with Qantas Holidays Limited directly. Please contact the Prizewinner Department on 1300 139 747 or via email at qhprizewinner@qantas.com.au to redeem your prize.
- b) Prize travel is subject to the Qantas Holidays General Booking Conditions, which are available in the Holidays section of the Qantas website. Prize travel is subject to availability at the time of booking and bookings must be made a minimum of 4 weeks prior to departure. The prize-winner and, if applicable, their travel companion(s) will not accrue Qantas Frequent Flyer points on the prize travel or accommodation.
- c) Flights are permitted on Qantas services only and departures must be from your nearest capital city (unless otherwise agreed to by Qantas Holidays Limited).
- d) The prize must be taken as stated and no compensation will be payable if you are unable to use the prize as stated. The prize is not exchangeable or redeemable for cash or other goods or services. The prize cannot be transferred to any other person, unless agreed to by Qantas Holidays Limited. There can be no changes made to travel arrangements once tickets are issued. The prize must be booked by 01 December 2011 and travel must be commenced prior to 31 December 2011. No extensions will be given. Any unused portions of the prize will be forfeited.
- e) The prize does not include travel insurance, passports, visas, meals, taxes not already included in the price of the ticket, ground transportation or any other cost not specifically stated.
- f) Compliance with any health or other government requirements is the responsibility of the prize-winner and, if applicable, their travel companion(s). It is the responsibility of the prize-winner to enquire about local issues and conditions at destinations prior to travel. Qantas Holidays Limited makes no representation as to the safety, conditions or other issues that may exist at any destination. International travel advice can be obtained from various sources, including local government, local consular offices and the website of the Australian Department of Foreign Affairs and Trade.
- g) If a prize or any part of a prize cannot, in the opinion of Qantas Holidays Limited, be provided for any reason, then Qantas Holidays Limited reserves the right to provide an alternative travel prize or part of a prize (including to an alternative destination) to approximately the same value as that part of the prize being replaced.
- h) Qantas Holidays Limited and its related bodies corporate and their respective officers, employees and agents will not be liable for any loss, damage or personal injury whatsoever (including but not limited to direct, indirect and consequential loss) suffered or sustained in connection with the use of any part of the prize, except for liability which cannot be excluded by law (in which case that liability is limited to minimum allowable by law).
- i) If any act, omission, event or circumstance occurs which is beyond the reasonable control of Qantas Holidays Limited and which prevents Qantas Holidays Limited from, complying with

terms and conditions, Qantas Holidays Limited will not be liable for any failure to perform or delay in performing its obligations.

- 16. Prize is subject to availability and some blockout periods apply. Travel must be completed by 31 December 2011. The promoter requires a minimum of 6 weeks notice prior to travel date to book the prize.
- 17. In the event that for any reason whatsoever a winner does not take an element of the prize at the time stipulated by the promoter then that element of the prize will be forfeited by the winner and cash will not be awarded in lieu of that element of the prize.
- 18. Authorised under NSW Permit No. LTPS/10/11263