

St Marque: Car Art's Most Wanted Artist Competition – 5th of Feb to 26th of March 2023
Terms and Conditions

1. This competition is conducted by St Marque the registered business name of A.C.N. 645 199 435 PTY LTD (**Promoter**).
2. This promotion commences on 5th of February, 2023, 9am and ends on 26th of March, 2023 12pm (AEST) (Promotion Period).
3. The sections on How to Enter, Judging and Winner Notification, Prizes and Miscellaneous Provisions form part of these Terms and Conditions. This is a game of skill and chance plays no part in determining the winner.
4. This promotion is only open to individuals who:
 - a) Are Australian residents
 - b) Have an Instagram account
 - c) Are aged 18 years or older
 - d) Are not employees of the Promoter
 - e) Are not a spouse, parent, child or sibling (of such an employee)
 - f) Have been nominated (tagged) by someone on Instagram who liked the competition post
 - g) Are artists, creators, designers or producers of artistic content
 - h) Have not been discovered to have breached these terms and conditions
 - i) The prize can only be awarded to those who have a passenger vehicle in Melbourne, Australia at the time of the delivery of the prize
5. To enter the promotion, entrants must comply with the entry procedure set out at clause 8 and with all other requirements during the promotion period.
6. Entry to this Promotion is deemed to be an acceptance of the terms and conditions. The promoter's decision not to enforce a specific restriction does not constitute a waiver of that restriction or of these terms and conditions generally.
7. Each entrant acknowledges that the Promoter can rely on these Terms and Conditions even if the promoter only learns of an entrant's ineligibility to enter after the promoter has awarded a prize to an ineligible entrant. Return of a prize or payment of its equivalent value to the Promoter can be required by the Promoter if this occurs.

HOW TO ENTER

8. To enter the competition, entrants must during the promotion period and while the competition is open have been nominated (tagged) on Instagram and the post must be liked by the nominator for the nomination to count.
9. Entry to the competition is unlimited. Each nomination (tag) is counted. The nominated artist with the most nominations (tags) as 'CAR ARTS MOST WANTED ARTIST' will win the vinyl car wrap for their passenger vehicle.
10. The time of entry will in each case be the time that the entry is live on Instagram. The Promoter accepts no responsibility for any late, lost, misdirected, ineligible, or illegible

entries including entries not being posted successfully on Instagram, delays in the entry due to technical issues or delays or lost, stolen, forged, defaced or damaged proof of entry.

11. All entries and the content of the entries including the content of the comment (collectively, the Entry Content) and the intellectual property rights in the Entry Content become and remain the property of the Promoter.
12. Nominators agree that their Entry Content may be published by the Promoter in such manner as the Promoter sees fit. The Promoter reserves the right to use the Entry Content for the purpose of future promotions.

JUDGING AND WINNER NOTIFICATIONS

13. The Promoter will select the prize winner on March 26th at 12pm AEST. The winner will win the prize set out in clause 23.
14. This Promotion is a game of skill and entrants are required to demonstrate skill, talent, creativity and/or imagination in order to compete. The winners will be determined by the Promoter based on the most nominations for their art/design/creative work as shown on Instagram.
15. The winner will be selected by the Promoter at the Big Picture Fest, Frankston on Gallery lane at 12pm.
16. There is only one winner
17. The winner will be notified within 2 days of the relevant prize draw by Instagram private message and subsequently via email.
18. The Promoter reserves the right to shortlist additional valid reserve entries and record them in case a Winner's entry is deemed to be an invalid entry or ineligible and the Promoter elects to draw upon such reserve entries.
19. Any prize that remains unclaimed for a period of 6 months will be forfeited by the relevant winner and will be redrawn on Sunday 1st of October. (Unclaimed Prize Draw) at 22 York St, Caulfield South.
20. The winner of the unclaimed prize draw will be notified within 2 days of the Unclaimed Prize draw by email.
21. If a prize remains unclaimed for a period of 3 months after the unclaimed prize draw the prize will be forfeited and will not be redrawn.
22. The Winner must consent to the use of their name being published on the Promoters Instagram page as a prize winner. And also to the use of visuals of the completed car wrap on the promoters Instagram page.

PRIZE DETAILS

23. Prize details:

Prize	Value
A printed vinyl wrap for a passenger vehicle (car) (vehicle not included) which will be wrapped in Dandenong Melbourne. The prize does not include the wrap design which is of the winners own choosing. But does include fitment of the design to the vehicle to be agreed by the winner.	\$2,500+

24. There is only one prize

25. If for any reason any elements of the specified prizes are unavailable, the Promoter reserves the right to replace it with a prize, or element of it of the same or higher value and of similar specification.

26. The prize may be transferred by the winner to a person or organisation of their choosing. But the prize is not saleable nor exchangeable and cannot be taken or redeemed as cash or equivalent.

27. The promoter accepts no responsibility for any tax implications that may arise from winning of the prize. Independent financial advice should be sought.

28. The Promoter makes no warranties, representations or guarantees, express or implied, in fact or in law, in relation to the promotion or the merchantability, quality or fitness for a particular purpose regarding the prize or any component of the prize.

MISCELLANEOUS PROVISIONS

29. All entries must be submitted by a person and any automated entries, fraudulent entries or entries by persons using an alias shall be invalid.

30. Nominated artists, who are eligible to win, warrant and agree that their art/design/creative work will at all times be:

- a) The original content of the entrant
- b) Exclusively and solely owned by the entrant (including the copyright therein) and
- c) Free of any claims, including copyright or trademark claims by other parties

31. Nominated artists warrant and agree that their entry and the Entry Content (in whole or in part):

- a) Have not been used previously to produce car art
- b) Do not and will not infringe on any third-party rights (including intellectual property rights or rights of privacy, publicity or confidentiality);
- c) Are not unlawful, fraudulent, defamatory, obscene, profane, derogatory, pornographic, sexually inappropriate, politically incorrect, violent, abusive, insulting, scandalous, inflammatory, harassing, threatening, racist, ageist, sexist, objectionable, with respect to religion, origin or gender, not suitable for children under 15, or otherwise unsuitable for publication or objectionable.
- d) Will not cause injury or harm to any person or entity

32. If for any reason this Promotion is not capable of running as planned, including without limitation due to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other cause beyond the control of the promoter that corrupt or affect the administration, security, fairness or integrity or proper conduct of this Promotion or the reputation of this Promotion, or that of the Promoter, the Promoter reserves the right, in its sole discretion to disqualify any individual who tampers with the entry process, or to cancel, modify or suspend this Promotion, subject to regulatory approval, if required.
33. The Promoter reserves the right, at any time, in its sole discretion to:
- a) Conduct security and/or verification check to verify the validity of entries and entrants (including their ability to enter);
 - b) Disqualify any entrant whose entry is not in accordance with these terms and conditions.
 - c) Disqualify any individual who tampers with our benefits from another person tampering with the entry process.
 - d) Disqualify any entrant who disrupts, annoys, abuses, threatens, harasses or attempts to do any of these things to the Promoter, another entrant or potential entrant or anyone associated with this Promotion and
 - e) Disqualify any entrant who engages in conduct which is misleading or deceptive, fraudulent, or damaging to the Promoters goodwill or reputation.
34. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
35. Incomplete, indecipherable, or illegible entries will be deemed invalid. If there is a dispute as to the identity of details of the entrant, The Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
36. Any costs associated with accessing the Promoters Instagram page is the entrants sole responsibility and is dependent on the internet service provider used. The Promoter accepts no responsibility for entrants use (or attempted use) of the Promoter's Instagram
37. Except for any liability that cannot be excluded by law, the Promoter (including their officers, employees and agents) excludes all liability (including negligence), for any personal injury or any loss or damage (including loss of opportunity, loss of business, or loss of goodwill or loss of profits) whether direct, indirect, special or consequential, arising in any way out of this Promotion, including without limitation, where arising out of 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 cancelled, delayed, interrupted, diverted, late, lost, altered, damaged or misdirected (whether or not after its receipt by the Promoter or otherwise)
 - d) Any variation in prize value or specification to that stated or referred to in these terms and conditions
 - e) Any tax liability or similar charge incurred by a Winner or the entrant; or
 - f) The use or attempted use of a prize by a Winner or any other third party.

38. All entries and the content in those entries become the property of the promoter. Once submitted, no changes to or withdrawal of an entry will be permitted. Entries will not be returned by the Promoter.
39. 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.
40. The Promoter's decision in relation to this Promotion are final and no correspondence or communication will be entered into in relation to the selection of the Winner or any other aspect of this promotion.
41. Entrant personal information (PI) will be collected to enable the Promoter to administer and promote this Promotion. If an entrant does not truthfully or accurately provide all requested PI, the Promoter may determine that they are not eligible to win a prize.