



Conditions of Entry - Chinese Garden of Friendship - Lunar New Year Competition

1. The Promoter is Place Management NSW of Level 2, 66 Harrington Street, The Rocks, NSW 2000. A.B.N.51 437 725 177 2, Phone number (02) 9240 8500. Information on how to enter the **Chinese Garden of Friendship - Lunar New Year Competition** (Promotion) and prizes form part of these Conditions of Entry. Entry into the Promotion is deemed acceptance of these Conditions of Entry. Entry is via the entry form on darlingharbour.com only.
3. Entry is only open to residents of Australia aged 18 years or older (inclusive). (Eligible Entrants).
4. Directors, management and employees of Place Management NSW and its related entities (and their immediate families), printers, suppliers, providers and agencies associated with this Promotion are ineligible to enter the Promotion.
5. **Promotion commences on 29/1/2022 at 10AM** and closes at **11.59PM (AEDT) on 28/2/2022** (Promotional Period). Three (3) Winners in total from the pool of eligible entries will be selected on **1/3/2022**. The selection will take place at **10AM (AEDT)** at Level 2, 66 Harrington Street, The Rocks NSW 2000. The winners will be notified via direct message on Instagram on **3/3/2022**. The Winners will have until **12PM (AEDT) on 13/3/2022** to redeem their prize. If prizes remain unclaimed at this time, a redraw will take place at **12PM (AEDT) on 14/3/2022** where the winner will be drawn using an online random number generator from the pool of correct entries. The winner will be notified via direct message on Instagram on the day of the draw.
6. To enter the Promotion and become an Entrant, Eligible Entrants must, during the Promotional Period:
 1. Create a Tiger using the Chinese Garden online video tutorial.
 2. Take a photo of your Tiger inside the Chinese Garden of Friendship.
 3. Post the photo to Instagram and use the tags [@darlingharbour](https://www.instagram.com/darlingharbour) and [#ChineseGardenLNY2022](https://www.instagram.com/ChineseGardenLNY2022)
 4. Three most creative photo entries will win a Friends of the Garden Family Annual Membership Pass.
7. **Multiple entries are not permitted.** Place Management NSW reserves the right to verify the validity of any and all entries and reserves the right to disqualify any Entrant for: (a) tampering with the entry process; (b) submitting an entry which is not in accordance with these Conditions of Entry; or (c) if the Entrant is engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion. Place Management NSW's legal rights to recover damages or other compensation from such an offender are reserved.
8. Place Management NSW reserves the right to verify the validity of any and all entries and reserves the right to disqualify any Entrant for: (a) tampering with the entry process; (b) submitting an entry which is not in accordance with these Conditions of Entry; or (c) if the Entrant is engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion. Place Management NSW's legal rights to recover damages or other compensation from such an offender are reserved.
9. This is a game of skill. The 3 (Three) Prize Winners selected by the most creative photo entries selected via the online random draw) will each win a Friends of the Garden Family Annual Membership Pass which includes:
 - unlimited admission to the Chinese Garden of Friendship for one year
 - four (4) complimentary parking validations (valued at \$160)
 - exclusive workshops and tours
 - 15% discount on dining at The Gardens by Lotus
 - free pass for a friend on International Friendship Day
 - invitation to special previews, events and exhibitions
 - discounts on paid workshops and classes, such as Paint and Sip, Yoga classes and more

Total Prize Value: \$118 for a family of Five (5).

10. Total prize value for all prizes is \$354. The Prize is not transferable or exchangeable and subject to the terms and conditions as stated on the memberships. The Prize packages will be sent to the Winners via the postal address provided upon claiming their acceptance of the prize.
11. 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.
12. Place Management NSW may alter the Prize details in the event of implications due to the Covid-19 outbreak in NSW.
13. Should an entrant's contact details change during the promotional period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to Promoter.
14. Place Management NSW accepts no responsibility for any tax implications that may arise from the Prizes. Independent financial advice should be sought.
15. Place Management NSW and the Entrant acknowledge that: the Entrant is providing their personal information to Place Management NSW for the purposes of the Promotion and that their personal information is not being used in any way by Facebook or Instagram nor being supplied by or to Facebook or Instagram; and the Promotion is not in any way sponsored, endorsed or administered by, or associated with Facebook or Instagram.
16. Entrants who provide incorrect, misleading or fraudulent information are ineligible to participate in the Promotion and all entries of an Entrant who is deemed by Place Management NSW to have provided incorrect, misleading or fraudulent information may, at the discretion of Place Management NSW, be deemed invalid. Place Management NSW reserves the right to request the Entrant produce (within the requested time) appropriate photo identification or other documentation (to Place Management NSW satisfaction, at its sole discretion) in order to confirm the Entrant's identity, age, residential address, eligibility to enter and claim the Prize, and any information submitted by the Entrant in entering the Promotion, before issuing the Prize. If the documentation required by Place Management NSW is not received by Place Management NSW (or its nominated agent) or an Entrant or entry has not been verified or validated to Place Management NSW satisfaction then all the entries of that Entrant will be ineligible and deemed invalid.
17. The Prize will only be awarded to an individual following any winner validation and verification that Place Management NSW requires in its sole discretion.
18. All costs associated with the entering of the competition and accessing social media channels remain an Entrant's responsibility and may vary depending on the Internet service provider used.
19. Place Management NSW accepts no responsibility for late, lost or misdirected entries.
20. Any attempt, deliberate or otherwise, to cause malicious damage or interference with the normal functioning of Darling Harbour website (darlingharbour.com), social media channels or to otherwise undermine the legitimate operation of this Promotion may be a violation of laws and, should such an attempt be made, whether successful or not, Place Management NSW reserves the right to seek damages to the fullest extent permitted by law. If Place Management NSW suffers loss or incurs any costs in connection with any breach of these Conditions of Entry or any other legal obligation by an Entrant, the Entrant agrees to indemnify Place Management NSW for those losses, damages and costs.
21. Place Management NSW and its associated agencies and companies are not liable for any loss (including, without limitation, indirect or consequential loss), damage, personal injury or death which is suffered or sustained (including but not limited to that arising from any person's negligence) in connection with taking the Prize or using the Prize, except any liability that cannot be excluded by law (in which case that liability

is limited to the minimum allowable by law). Place Management NSW and its agents associated with this Promotion take no responsibility for the Prize being damaged or lost (if relevant).

22. Place Management NSW and its associated agencies and companies are not responsible for any problems, delays or technical malfunction of any telephone or network or lines, servers or providers, computer equipment, software, technical problems or traffic congestion on a network or a mobile network or any combination thereof, or any other technical failures including any damage to the Entrant's or any other person's mobile handset, computer or peripherals related to, or resulting from, participation in this Promotion or the downloading of any materials related to this Promotion.
23. Place Management NSW will not be responsible for any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this Promotion if the deficiency is occasioned by any cause outside the reasonable control of Place Management NSW including but without limitation technical malfunctions or failures.
24. If this Promotion is not capable of running as planned for any reason, including but not limited to war, terrorism, state of emergency or disaster (including natural disaster), infection by computer virus, bugs, tampering, unauthorised intervention, technical failures or anything which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, Place Management NSW reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Promotion and/or, if necessary, to provide an alternative prize to the same value as an original Prize, subject to any written directions made under applicable State or Territory legislation.
25. As a condition of entering this Promotion, an Entrant consents to, in the event they are a winner, Place Management NSW 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 further notification, remuneration or compensation for the purpose of promoting, publicising or marketing the Promotion (including any outcome), and/or promoting any products or services manufactured, distributed and/or supplied by Place Management NSW. The Entrant agrees that, in the event they are a winner, the Entrant will participate in all reasonable promoted activities in relation to the Promotion as requested by Place Management NSW and its agents.
26. An entry and any copyright or intellectual property rights subsisting in an entry irrevocably becomes, at time of entry, the property of Place Management NSW. Place Management NSW collects personal information about an Entrant to include the Entrant in the Promotion and, where appropriate, award prizes. If the personal information requested is not provided, the Entrant cannot participate in the Promotion and is deemed ineligible. An Entrant also agrees that Place Management NSW may, in the event the Entrant is the winner, publish or cause to be published the Entrant winner's, name, locality and winning image / entry in any media, as required under the relevant State or Territory lottery legislation. An Entrant can gain access to, update or correct any personal information held by Place Management NSW by contacting Place Management NSW Privacy Officer by calling (02) 9240 8500. A copy of Place Management NSW Privacy Policy and Privacy Management Plan in relation to the treatment of personal information collected may be obtained by contacting Place Management NSW.