

HOME OF THE ARTS (HOTA) MONTHLY SURVEY COMPETITION

Terms and Conditions

COMPLETE A HOTA SURVEY FOR THE CHANCE TO WIN A \$100 HOTA GIFT CARD.

GAME OF CHANCE

1. Information on how to enter and prizes form part of these terms and conditions. By participating, entrants agree to be bound by these terms and conditions. Entries must comply with these terms and conditions to be valid.
2. The Promoter is **HOTA Gold Coast Pty Ltd** (ABN 060 787 466 of 135 Bundall Rd, Surfers Paradise QLD 4217. To contact the Promoter, please email hello@hota.com.au

Competition Period

3. The **Competition Period** for the HOTA Monthly Survey Competition (**Competition**) commences on 00:01 AEST 1 April 2026 and ends on 23:59 AEST on Monday 31 March 2027
4. One competition is held each month, commencing at 00:01 AEST on the first day of each calendar month to 23:59 AEST on the last day of that same month during the Competition Period.

How to Enter

5. There are two (2) ways to enter the Competition each month during the Competition Period.
6. Entry Method 1: Ticket Purchase and Post-Visit Survey
 - (a) An Eligible Entrant may enter by:
 - i. purchasing a ticket to a HOTA event, exhibition or experience during the Competition Period;
 - ii. providing consent at the time of ticket purchase to receive communications from HOTA;
 - iii. receiving a post-visit survey link from HOTA via email; and
 - iv. fully completing and submitting an eligible HOTA survey within the relevant monthly competition period.
7. Entry Method 2: In-Gallery Survey
 - (a) An Eligible Entrant may enter by:
 - i. visiting the HOTA Gallery during the Competition Period; and
 - ii. being invited by a member of the HOTA Gallery team to participate in a survey; and
 - iii. fully completing and submitting the survey at the Gallery during the relevant monthly competition period; and
 - iv. providing written consent to receive communications from HOTA.

Eligibility to Enter

8. Entry is open to residents of Queensland and New South Wales who are aged 18 years or over (**Eligible Entrants**).
9. Directors, Management, employees and their immediate families, of the promoter, retailers, suppliers, associated entities and agencies associated with this competition are ineligible to enter.

10. Entry into the Competition is confirmed upon submission of a completed survey including valid contact details.
11. If an entrant does not provide consent at the time of ticket purchase, they will not receive the survey link and will not be eligible to enter via this method.
12. Only fully completed surveys that include valid contact details will be eligible.
13. Each completed survey counts as one (1) entry into the relevant monthly draw.
14. Multiple entries are permitted when a participant visits HOTA multiple times and completes separate eligible surveys within the competition period, unless otherwise specified.
15. Entry is free.

Prize

16. Each month, one (1) winner will receive a \$100 AUD HOTA gift voucher (**Prize**).
17. The Prize is valid for three (3) years from the date of issue.
18. The Prize may be used at all venues across the HOTA precinct, both in person and online via the HOTA website, with exclusion of transactions at the HOTA Shop and HOTA ticketing machines.
19. Support for the use of the Prize may be accessed via that HOTA website at: <https://hota.com.au/support/gift-vouchers>
20. The Prize is not transferable, exchangeable or redeemable for cash.
21. If the Prize becomes unavailable, the Promoter reserves the right to substitute it with a prize of equal or greater value.
22. To the extent permitted by law, the Promoter is not responsible for any loss, damage or injury suffered in connection with the Competition or Prize.

Draw Date and Time

23. All valid entries will be included in the draw.
24. Each prize draw will take place each month during the Competition Period, on or before 10am AEST within the first seven (7) business days that month, at the offices of Experience Gold Coast Pty Ltd (ABN 77 633 448 094) of 12 Charles Avenue, Broadbeach QLD 4218.
25. The winner will be selected at random from all eligible entries received during that month.
26. The Promoter's decision is final and no correspondence will be entered into.

Notification of Winner and Publication

27. The winner will be notified by email or telephone within five (5) business days of the draw.
28. If the winner does not respond within fourteen (14) days of notification, the participant forfeits the prize. There will not be a redraw if this occurs.
29. The winner's first name and suburb may be published on the Promoter's website and/or social media channels, subject to applicable privacy laws.

Privacy and Use of Eligible Entrant's Personal Information

30. The Promoter will collect personal information including name, address, telephone number, and email from the Eligible Entrant for the purpose of conducting this Competition. This may require disclosure to third parties, including local regulatory authorities and the Promoter's agents or third-party service providers, for the purpose of conducting the Competition, or for promotional and marketing purposes (including for direct marketing) (Purpose).
31. The Eligible Entrant's personal information will be collected at the time that the Eligible Entrant completes the survey and is thereby automatically entered into the Competition.
32. By entering this Competition, Eligible Entrants consent to the use of their personal information for the Purpose, and that the Promoter may contact them for future marketing purposes without payment.
33. Personal Information of Eligible Entrants is collected, used, and disclosed in accordance with the Promoter's privacy policy, available at <https://hota.com.au/privacy-policy>
34. Eligible Entrants may access, change or update their personal information. The privacy policy contains information about how individuals may access or correct personal information or make a privacy-related complaint.
35. Eligible Entrants may opt-out of direct marketing at any time by following the opt-out instructions in the marketing communication or by contacting privacy@hota.com.au

Governing Law and Jurisdiction

36. These terms and conditions, and the Competition, and any claim or dispute between the Promoter and an Eligible Entrant are governed by the laws of Queensland, Australia. Eligible Entrants submit to the non-exclusive jurisdiction of courts and tribunals of Queensland in connection with any dispute concerning these terms and conditions and the trade promotion.
37. If an Eligible Entrant disputes the conduct of the Competition or claiming of the Prize, the Eligible Entrant must contact the Promoter to attempt to resolve the dispute in good faith. If the matter cannot be resolved, either party may refer the matter to mediation administered by the Australian Commercial Disputes Centre. The costs of mediation will be shared equally between the parties.

General Conditions

38. The Promoter accepts no responsibility for late, lost, or misdirected entries or other communications. Entries will be deemed void if illegitimate, forged, manipulated, or tampered with in any way.
39. Should an Eligible Entrant's contact details change during the Competition Period, it is the Eligible Entrant's responsibility to notify the Promoter. A request to access or modify any information provided as part of the redemption of a Prize should be directed to the Promoter. The Promoter takes no responsibility where it is unable to contact prize winners who have not provided correct or complete contact details.
40. The Promoter reserves the right to request verification of the age, identity, and residential address of the Winner and any other information relevant to entry into or participation in this Competition. Verification is at the discretion of the Promoter. Failure by the Promoter to enforce any of its rights does not constitute a waiver of those rights.
41. The Promoter reserves the right to disqualify any individual who submits an entry that is not in accordance with these terms and conditions, or who is involved in any way in interfering or

tampering with the conduct of this Competition, has breached any of these terms and conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Competition. If the Winner breaches these terms and conditions, the Winner will forfeit the prize in whole and no substitute will be offered. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

42. The Winner has rights under the Australian Consumer Law and other similar legislation which cannot be excluded, restricted, or modified by the Promoter. These terms and conditions do not exclude, restrict, or limit those statutory rights in any way. However, to the extent that it is permitted to do so, the Promoter (including its officers, employees and agents) excludes all liability whether arising in tort (including without limitation negligence), contract, or otherwise for any personal injury or any other loss or damage (including without limitation loss of opportunity or loss of profits) whether direct, indirect, special, or consequential, arising in any way out of the Competition, including, without limitation:
- (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 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) the Prize or any part of the Prize, or use of the Prize or any part of the Prize
43. If, for any reason beyond the reasonable control of the Promoter, this Competition is not capable of running as planned, the Promoter reserves the right in its sole discretion to take any action that may be available to it, and to cancel, terminate, modify or suspend the Competition, unless to do so would be prohibited by law.