

## Competition Terms and Conditions Schedule

### Game of skill

<b>1:</b>	<b>Name of Promotion</b>	Win The Ultimate Weekend of Luxury thanks to yourtown Prize Homes!
<b>2:</b>	<b>Promoter Name &amp; ABN</b>	Brisbane FM Radio Pty Ltd (trading as 97.3FM) ABN 21 096 554 317
<b>3:</b>	<b>Stations</b>	97.3FM
<b>4:</b>	<b>Websites</b>	<a href="http://www.973fm.com.au/">http://www.973fm.com.au/</a>
<b>5:</b>	<b>State or Territory</b>	QLD
<b>6:</b>	<b>Competition Period start Date &amp; Time</b>	Monday 9th September 2019, 05:30am AEST
<b>7:</b>	<b>Competition Period close Date &amp; Time</b>	Thursday 19th September 2019, 09:00am AEST
<b>8:</b>	<b>Entry Restrictions</b>	<p>a) Entrants and their 7 companion/s must be 18 years of age or over at the time of entry.</p> <p>b) Entrants and their 7 companions must be able to take the prize on Saturday 28th September 2019 departing 40 McDougall St, Milton at 3pm AEST and returning on Sunday 29th September 2019 by 12pm AEST.</p> <p>c) Directors, Management, Executives, employees or agents of yourtown, or any persons directly engaged in conducting the promotion draw and their immediate families are not eligible to enter.</p> <p>d) Entrants who provide incorrect, misleading or fraudulent information are ineligible in the promotion and all entries of an entrant who is deemed by the Promoter or yourtown to have provided incorrect or misleading information may, at the discretion of the Promoter or yourtown be deemed invalid.</p>
<b>9:</b>	<b>How to enter</b>	<p>Online entry:</p> <p>During the Competition Period:</p> <p>(a) listeners will be invited via Station on-air commercials to visit the Station Website and complete the online entry form including by providing their contact details and by stating in 25 words or less why they want to win a lavish dinner party for them and 7 friends at the yourtown Prize Home and luxury weekend away, within the time period specified on each day;</p> <p>(b) each entry submitted by the time specified by the Station will</p>

	<p>be individually reviewed by representatives of the Station. The Station will select the entry it deems to be the “best” from all valid entries received within the time period specified. The Station will then contact the relevant entrant on the Friday to invite them to tell their story on-air; and</p> <p>(c) if the relevant entrant answers their phone without it ringing out or going to message bank, they will be deemed the winner by the Promoter in its absolute discretion for that day and will receive a prize.</p> <p>(d) If the entrant does not answer their phone as above, their phone is turned off, engaged, the phone line drops out, they are inaudible or they are unreachable for any reason, the Promoter may (in its sole and absolute discretion) select another entrant in accordance with the draw details and so on until someone is awarded the major prize on air, at the absolute discretion of the Promoter.</p> <p>(e) The Promoter's decision is final and no correspondence will be entered into.</p>
<b>10. Limitation on entries</b>	Entrants may submit as many entries as they wish however each entry must be submitted via a separate online entry form and contain a different answer to the question.
<b>11. Challenge Details</b>	NA
<b>12. Judging Criteria</b>	Each valid entry will be individually judged (by representatives of the Promoter) based on, among other things, creativity, suitability for radio and the suitability for this promotion etc. 97.3FM reserves the right to contact any and/ or all of the entrants by phone to talk about their entry prior to selecting the winner.
<b>13: Prize Details</b>	<p>There are up to 1 Prize to be won, as follows: Prize: Luxury Weekend Away for the winner and their 7 nominated guests (over the age of 18) including:</p> <ul style="list-style-type: none"> <li>- Limousine transfers for the winner and their 7 nominated guests from 97.3FM Station at Kings Row Building 4, 40 McDougal St, Milton 4064 to yourtown Prize Home located in Buderim. Departing Saturday 28th September 2019 3pm AEST.</li> <li>- A 3 hour dinner party with accompanying beverage package provided by Dalton Luxury Catering at the yourtown Prize Home</li> <li>- Transfers from the yourtown Prize Home to Novotel Twin Waters once dinner party has ended.</li> <li>- Overnight accommodation for the winner and their 7 guests in 4x Queen Garden View Queen Rooms at (2 adults per room) including breakfast.</li> <li>- Return transfers from Novotel Twin Waters to 97.3FM Station at Kings Row Building 4, 40 McDougall St, 4064 departing on Sunday 29th September 2019 at 10:15am.</li> </ul> <p>Total Prize valued at up to \$7,500 (inc GST)</p>
<b>14: Total Prize Value</b>	Up to <b>\$7,500</b> inc GST

<b>15: Winner Notification</b>	Winners will be notified on air at the time of winning, with a follow up phone call and email.
<b>16: Prize Claim and Delivery</b>	Prize/s must be claimed by 10am AEST, Monday 21 <sup>st</sup> September 2019. Prizes are to be claimed by emailing photo Identification (such as a drivers licence) of the winner and each of their 7 nominated guests and any dietary requirements. Failure to do so may result in forfeiting of the prize.
<b>17. Special conditions</b>	<p>97.3FM reserves the right to contact any and/ or all of the entrants to talk about their entry prior to selecting the winner. If it exercises its rights to do so, it does not mean that any such Entrant is the winner.</p> <p><b>Events &amp; Travel</b></p> <ul style="list-style-type: none"> <li>• Entrants must be able to attend the weekend away from Saturday 28th September 2019, 3pm AEST to Sunday 29th September 2019, 12pm AEST. Entrants unavailable to attend will forfeit their entry.</li> <li>• The winner and their 7 nominated companions (as nominated by the submission of their drivers license or photo identification) must be onsite at Kings Row Building 4, 40 McDougal St, Milton 4064 by 3pm AEST on Saturday 28th September and travel within the limousine provided by Australian Radio Network. Any winner and/or their nominated guests arriving after this time will forfeit their participation within the event.</li> <li>• Any public transport costs and/or parking costs or fines incurred from parking their vehicles at 40 McDougal St, Milton are the responsibility of the winner and/or their nominated guests and not of Australian Radio Network or yourtown.</li> <li>• The winner and their 7 nominated companions (as nominated by the submission of their drivers license or photo identification) must be checked out and waiting in the Novotel Twin Waters hotel lobby by 10am AEST on Sunday 29th September and travel within the limousine provided by Australian Radio Network. Any winner and/or their nominated guests who arrive after this time will forfeit their participation within the remainder of the event and miss their transportation home.</li> <li>• <u>The winner (and their travelling companion/s) is responsible for all other expenses not listed above including but not limited to meals (other than those specified), incidentals, mini-bar, laundry, room service, phone calls, gratuities, optional activities and excursions, freight, excess baggage, ground transport, visas, spending money, travel insurance and all transfers, including travel costs to and from their closest capital city airport if the winner is from a regional area. A credit card imprint will be required at check-in to the hotel, for all incidental charges.</u></li> <li>• Drunken, disorderly or inappropriate behaviour by the winner and/or any of the 7 guests, will not be tolerated and will result in the immediate termination and forfeit of their prize. It will</li> </ul>

be the winner and/or the guests responsibility to find alternate accommodation and/or transport home.

- The winner (and their travelling companion/s and guests) are responsible for any damage to property as a result of their conduct, including any negligent or wilful conduct.

**Photos/Videos and other material submitted as part of Entry By entering this competition, Entrants agree that:**

- All photos, videos or other material submitted as part of their entry and owned by them;
- Materials do not contain images or copyright materials of anyone else unless they have the express consent of that person(s);
- Materials do not contain anything which is (as determined by the Promoter in its discretion) obscene, defamatory, or otherwise inappropriate.

For the avoidance of doubt, the Promoter reserves the right to invalidate any entry which does not meet the criteria above.

By entering this competition, Entrants grant to the Promoter and yourtown a perpetual, non-exclusive, royalty free licence to use the materials for the purposes of conducting the competition and for marketing and promotional purposes, and as further noted below.

**yourtown Additional Terms and Conditions**

- 1.1. Subject to these and the 97.3FM Terms and Conditions, the prizes are contributed by yourtown, Suite 5, Cordova Street, Milton QLD 4064; GPO Box 2469, Brisbane QLD 4001. Phone: +61 7 3368 3399. In Australia free call 1800 555 079. Website [yourtown.com.au](http://yourtown.com.au). ABN 11 102 379 386. "yourtown fundraising in aid of yourtown programs and services provided nationally"
- 1.2. Information on how to enter and description of the prize form part of these Terms and Conditions supplied by 97.3FM. Participation in this promotion is deemed acceptance of 97.3FM and yourtown's Terms and Conditions.
- 1.3. The Dinner will take place 28/09/2019. This date is not transferable.
- 1.4. The Dinner is for the winner and 7 guests only.
- 1.5. 97.3 FM will arrange all transport and accommodation. yourtown will provide the dinner, drinks, chef (ie. catering) and security.
- 1.6. Competition entry is open to the general public over the age of 18.
- 1.7. Persons under the age of 18 are not eligible to enter the competition.
- 1.8. Directors, Management, Executives, Employees and agents of yourtown, persons directly engaged in conducting the promotion draw and their immediate families are not eligible to enter.
- 1.9. Entrants who provide incorrect, misleading or fraudulent information are ineligible in the promotion and all entries of an entrant who is deemed by yourtown to have provided incorrect or misleading information may, at the discretion of

yourtown be deemed invalid.

- 1.10. yourtown reserves the right to verify the validity of entries and to disqualify any entry which yourtown considers to be offensive or inappropriate in any way (including objectionable content, profanity, potentially insulting, inflammatory or defamatory statements) or that yourtown considers may infringe any intellectual property rights or other rights of any person, corporation or identity.
- 1.11. As a condition of entering this promotion, the winner consents to yourtown using the winning answer in any media for an unlimited period without remuneration for the purpose of promoting this Prize Home.
- 1.12. yourtown reserves the right to withdraw or amend the promotion at any time where it becomes necessary to do so. Where the promotion is withdrawn or amended, notice of such withdrawal or amendment will be provided by 97.3FM.
- 1.13. To the fullest extent permissible by law, yourtown shall not be liable for any loss or damage, injury or disappointment whosoever which is suffered or sustained as a result of participation in the promotion (including any damage to the entrant, entrant's or any other person's computer, mobile phone or other device when they come to the Prize Home).
- 1.14. Winner and guests will be driven to and from the venue by 97.3FM and their selected limousine service.
- 1.15. Accommodation will be provided by 97.3FM.
- 1.16. The Prize is not transferrable or redeemable for cash.
- 1.17. The prize is valid only for the date specified 28 September 2019.
- 1.18. The Prize values refer to Australian currency.
- 1.19. Winner and their guests are prohibited from entering the pool at the prize home.

#### **yourtown Privacy and Data Collection**

- 1.1. yourtown will collect information of the winner and their 7 nominated guests. The winner and guests will be expected to pre-sign a talent release form for photographic and audio use and will be asked to talk about the experience of winning and the Prize Home. This information will be used across all media and marketing channels to promote the 490 Prize Home Draw up and until the Draw closes on 9 October, 2019.
- 1.2. The purpose for collecting your personal information is to enable yourtown to contact the winner for the dinner dietary requirements and for marketing purposes.
- 1.3. Your personal information is not sent overseas and is used only by yourtown for the purposes identified above.
- 1.4. To view our Privacy Policy visit [yourtown.com.au](http://yourtown.com.au) or call 1800 500 101.
- 1.5. If you no longer wish to receive any communication from yourtown following the participation of the competition and the close of this Prize Home to ticket sales on 9 October, please email [tickets@yourtown.com.au](mailto:tickets@yourtown.com.au) or call 1800 500 101.

The Australian Radio Network General Terms and Conditions as published on the Station Website and available from the Stations reception on request subject to such variations may be provided for in this Schedule.

## AUSTRALIAN RADIO NETWORK

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### General Terms and Conditions for Promotions & Competitions

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The following document covers all promotions and competitions run by this radio station both On-Air & Online. There are sometimes additional Terms and Conditions applicable to certain competitions, these competition specific Terms can be found in the link under the relevant competition section contained on this site.

#### 1. **THIS DOCUMENT:**

- 1.1 The following General Terms & Conditions apply to all competitions, giveaways and promotions ("**Promotion/s**") run by this ("**Radio Station**").
- 1.2 In the event that a Competition Terms and Condition Schedule ("**Schedule**") has been published in respect of a Promotion then these General Terms and Conditions are subject to all terms and variations as are specified in the Schedule for the purposes of that Promotion.
- 1.3 The "**Promoter**" is the operating entity of the Radio Station unless otherwise specified in a Schedule for the Promotion.
- 1.4 These General Terms and Conditions and the terms and conditions of any applicable Schedule are collectively referred to as the "**Terms and Conditions**".

#### 2. **CONDITIONS OF ENTRY:**

- 2.1 By submitting an entry to a Promotion, the entrant acknowledges and agrees to be bound by the Terms and Conditions.

#### 3. **WHO MAY ENTER PROMOTIONS:**

- 3.1 Promotions are open to permanent residents in the State or Territory in which details of the Promotion are broadcast by the Radio Station unless otherwise specified in the Terms and Conditions.
- 3.2 Some Promotions will only be open to persons who are 18 years of age or older at the time of lodging their entry.
- 3.3 The Promoter may specify health, fitness or other requirements for entry if a Promotion requires any form of participation on the part of the entrant or other persons. Such requirements will be determined by the Promoter at its discretion with regard to the health and safety of all participants.
- 3.4 The Promoter may at its discretion withdraw or exclude any person from the Promotion or participation in any prize based on that person's health or medical history.
- 3.5 Unless otherwise stated in a Schedule for a Promotion, each entrant may only enter a Promotion once.
- 3.6 Entries can only be made in an individual's own name and in their own capacity and no entry can be made for or on behalf of any other person, venture or organisation.

3.7 Promotions are not open to:

- (a) employees of, or contractors to, the Promoter or any of its agencies involved with the Promotion;
- (b) the spouse, de facto spouse, parent, natural or adopted child, or sibling (whether natural or adopted by a parent) of such employees and contractors (whether or not they live in the same household);
- (c) any person who is discovered to have used or attempted to use any more than one name in order to qualify to win any Promotion run by the Promoter except in the case of a legal change of name;
- (d) any person where that person or anyone from the same family or household has won a prize or prizes from the Promoter on the radio station or on any station owned or controlled by the Australian Radio Network valued either individually or collectively at more than **\$500 in the 30 days** prior to the commencement of the Promotion, or **\$20,000 in the 6 months** prior to the commencement of the Promotion.

3.8 All contestants acknowledge and agree that the Promoter can rely on the Terms and Conditions and in particular, this Clause 3 even if the Promoter only learns of a person's ineligibility after the Promoter has or appears to have awarded the prize to the ineligible person. In those circumstances, the Promoter can require return of the prize or payment of its value to the Promoter.

4. **ENTRY REQUIREMENTS:**

4.1 All entries must be lodged in accordance with the requirements of the Terms and Conditions for the specific Promotion.

4.2 The Promoter is entitled at its sole discretion to reject or disqualify any entry which it determines to be incomplete or ineligible or which in the sole opinion of the Promoter contains unlawful, defamatory, offensive or other material which if published or broadcast would place the business interests of the Promoter at risk or adversely effect the goodwill, name or reputation of the Promoter.

4.3 All entries in any form, whether written or delivered by email, telephone, SMS or otherwise are deemed received only upon actual receipt of a complete and eligible entry by the Promoter. In the case of online entries by way of website or other communication application, an entry will not be deemed received unless and until a complete and legible entry is received onto the Promoter database. The Promoter shall have no responsibility for the failure of any means of communication whether within the Promoter's control or otherwise.

4.4 Where entries are made by SMS, the maximum cost of each SMS is 55 cents (including GST). Participation will only be open to entries submitted from the Participant's own telephone and where such telephone allows caller ID, is SMS compatible and is connected via a service provider which allows the receipt of text and premier messaging.

5. **PRIZES:**

5.1 All prizes will be awarded either:

- (a) where a Schedule applies in respect of the Promotion, as provided for in that Schedule; or
- (b) in other cases as is published by the Promoter in respect of the Promotion.

5.2 All prizes must be collected within 3 months of the date of notification of winners as provided for below. Subject to the regulatory requirements of the individual States or Territories, prizes not collected within 3 months will be forfeited and will be redistributed into the prize pool of the

associated station and used for alternative contest giveaways. See clause 16 regarding Prize Claim and Delivery.

- 5.3 All prize items are valued based on recommended retail pricing inclusive of GST and the Promoter takes no responsibility for any variation in item values.
- 5.4 Any taxes which may be payable as a consequence of a winner receiving the prize are the sole responsibility of that winner.
- 5.5 Prizes are non-transferable and may not be redeemed for cash.
- 5.6 All "cash" prizes will be paid to by bank transfer to the winner's nominated bank account. Payments will only be made to the account owned by the winner. Alternatively, winners can request a cheque be drawn, payable to the winner only.
- 5.7 If the specified prize becomes unavailable due to general unforeseen circumstances, the Promoter may substitute a prize of like or equal value, subject to state regulations.
- 5.8 If the specified prize becomes unavailable due to acts of terrorism or acts of god (IE earthquake – or other natural disaster). The Promoter and its associated promotional partners will not be liable for replacement of any prize.
- 5.9 If a prize comprises tickets or attendance at any function or event, the Promoter accepts no responsibility or liability in respect of the function or event. Should the function or event be cancelled, postponed or otherwise varied, including but not limited to by the substitution of the promoted performers, then the Promoter has no responsibility to provide alternate or substitute tickets or to provide any cash equivalent in substitute for the tickets. The winner will in all respects be bound by and comply with the terms and conditions applicable to such event or performance including but not limited to the requirements for responsible service of alcohol and the right of the Promoter, the organiser of such a function or event or their respective contractors or representatives the right to refuse the winner and/or any guests of the winner entry or service.
- 5.10 Where a prize includes backstage or other opportunities to meet performers or celebrities, all such opportunities are at the discretion of the relevant artist or celebrity and their management and the Promoter will not be responsible or liable in the event that such meet and greet opportunities do not take place and no replacement tickets, cash substitute or other compensation will be payable in any form by the Promoter in these circumstances.
- 5.11 If a prize includes attending an event where alcohol is served, then a winner and any accompanying guests must be 18 years of age or over and must carry with them at all times during such event valid photographic identification and must provide such proof of age for inspection on request.
- 5.12 If a prize comprises vouchers, then all vouchers will be subject to the terms and conditions of the provider of the vouchers and the expiry date specified by the provider of the voucher.
- 5.13 Unless otherwise specified, the class of travel for a travel prize incorporating an airfare is economy class.
- 5.14 Any prize comprising accommodation will be for accommodation costs only and does not include additional charges (such as mini bar, in-room entertainment, dry cleaning, room service or other additional charges) unless additional room service or other related charges are expressly stated to be included in the Schedule for the Promotion.
- 5.15 All prizes awarded are for the benefit of the entrant only unless otherwise specified in a Schedule for the Promotion and are non-transferable. Prizes must be used within the applicable time frames and dates specified for the purposes of the Promotion and may be subject to availability and school holiday or peak season exclusions.



- 5.16 Where a prizes includes travel, it is the responsibility of the winner to take out appropriate travel and related insurance at their own cost.
- 5.17 If a prize includes overseas travel then unless otherwise specified in a Schedule for the Promotion, the prize will exclude applicable Government taxes and charges. It is the responsibility of the entrant to ensure they and any accompanying persons hold valid passports and comply with all legal and regulatory requirements for the travel component of any prize. All travel is at the entrant's own risk and the Promoter accepts no liability or responsibility whatsoever in respect of loss or injury caused during such travel. Failure for any reason to utilise a prize comprising travel within the specified dates will result in the forfeiture of the prize.
- 5.18 The Promoter may at its absolute discretion withdraw or exclude any person from the Promotion or participation in any prize if that person at any time behaves in a manner which in the opinion of the Promoter or the staff contractors or representatives of the operator of any event comprising a prize in a Promotion is inappropriate or offensive or is or could be considered antisocial, dangerous or threatening or which may cause injury to themselves or any other person.
- 5.19 The decision of the Promoter will be final in determining the winner of each Promotion. This will include but not be limited to adjudicating on whether answers to quizzes are correct or otherwise and in the event of a tie or draw in a Promotion determining at its discretion which entrant shall be declared the winner.
- 5.20 If the Promoter becomes aware at any time, including after a winner has been announced, that an entrant has not complied with these Terms and Conditions or other terms and conditions of the Promotion, the entrant will have no entitlement to any prize and, as required by the Promoter, must return or repay the full value of any prize received.

## **6. PARTICIPATION IN ACTIVITIES AND PRIZES AND INDEMNITY:**

- 6.1 Any entrant or winner participating in any activity for the purposes of the Promotion or in respect of any prize agrees to fully release and indemnify to the maximum extent permissible by law, the Promoter and Australian Radio Network and their respective contractors, employees, directors and officers in respect of any claim for accident, injury, property damage, financial loss or loss of life in connection with the entrant or winner's participation in the Promotion or prize.
- 6.2 The indemnity granted by each entrant and winner to the Promoter and Australian Radio Network and their respective contractors, employees, directors and officers pursuant to Clause 6.1 includes in respect of any cost, loss, expense, damage or liability whether direct or indirect or consequential, (present or future), and any fine or penalty incurred by the entrant or winner.
- 6.3 In respect of any prize comprising travel or any other activity, the winner expressly acknowledges that undertaking such travel or activity is at the winners own risk and sole discretion and that the winner will make their own assessment of the risks and of their own suitability to participate in or to undertake such activity or travel.
- 6.4 Each entrant and winner may at the discretion of the Promoter be required to execute a Deed of Indemnity & Release prior to their participation in a Promotion or prize in a form determined by the Promoter. The Promoter may deem an entrant ineligible to participate in a Promotion or ineligible to win a prize if they fail to provide such release or indemnity on request.
- 6.5 Winner may substitute a proxy to take part on their behalf – full details of proxy will need to be provided to the promoter prior to activity commencement. Such proxy to provide a release and indemnity in accordance with clause 6.1 and otherwise to be bound by the Terms and Conditions of the Promotion.
- 6.6 Where an entrant or winner is under the age of 18, their parent or guardian will be required to sign the necessary indemnity and consent forms in order for the entrant to participate in the Promotion or prize.

**7. PRIZE COLLECTION:**

- 7.1 Prizes must be claimed in person unless the winner is advised otherwise by the Promoter. The winner will be required to provide photographic identification for the purposes of collecting the prize. The collection of prizes is the sole responsibility of the winner.
- 7.2 For cash prizes, photographic identification must be provided in person at least 5 business days in advance of the intended pick up date to enable cheques to be drawn. Photographic identification will also be required when collecting the prize.
- 7.3 Lost cheques will only be reissued within 6 months of their original issue date and only once.
- 7.4 A copy of the Terms and Conditions and/or a signed receipt and acknowledgement must be signed and endorsed by any winner to indicate his/her understanding and acceptance of these terms.
- 7.5 Prizes will only be awarded following winner validation and verification. The determination of the Promoter or such judges as are nominated by the Promoter are final and no correspondence will be entered into.
- 7.6 If a prize is mailed to an entrant by the Promoter the Promoter shall not be responsible for any replacement or compensation if the prize is lost or is delayed so that for example tickets arrive after their scheduled event. It is at the sole discretion of the Promoter whether or not to mail any prize.

**8. PUBLICITY:**

- 8.1 Each entrant consents to the content of their entry and any telephone entries or other call with the Promoter being recorded, broadcast and published online by the Promoter without payment.
- 8.2 If an entrant submits a photograph as part of a Promotion the entrant consents and hereby grants to the Promoter all rights necessary for the Promoter to edit and publish on its website the photograph at the Promoter's discretion and for other publicity purposes associated with the promotion of the Radio Station. The entrant warrants to the Promoter that all parties shown in the photograph have provided their consent for the purposes of the Promotion and that the photograph is in fact a photograph of the entrant where this is a requirement of the Promotion.
- 8.3 Acceptance of a prize constitutes permission for the Promoter to use winner's name, suburb of residence, recording of winner's voice, photos and likeness and filming for advertising and promotional purposes by the Promoter for broadcast by radio and for use on line without compensation, unless otherwise prohibited by law. The winners name will NOT be used or listed in any other form of media without the explicit and written permission of the winner.

**9. EXCLUSION OF LIABILITY:**

- 9.1 The Promoter takes no responsibility for the loss of prizes due to incorrect or imprecise delivery details provided by an entrant.
- 9.2 The Promoter makes no representations or warranties as to the quality, suitability or merchantability of any goods or services offered as prizes.
- 9.3 To the extent permitted by law, the Promoter is not liable for any loss suffered or sustained to personal property and including, but not limited to consequential (including economic) loss by reason of any act or omission, deliberate or negligent, by the Promoter, or its servants or agents, in connection with the arrangement for supply, or the supply, of any goods or services by any person to the prize winner(s) and, where applicable, to any persons accompanying the winners.
- 9.4 A winner (or his or her guests, parent or guardian as appropriate) may be required to sign and return any liability release provided by the Promoter and/or its contractors as a condition of the prize

being awarded. Failure to return the signed releases and indemnities will result in the entitlement to the prize being forfeited and the selection of another winner.

**10. OWNERSHIP OF ENTRIES:**

10.1 All entries (whether in written, audio or visual form, or a combination of those) become and remain the property of the Promoter (subject to the limits contained in the Privacy Statement).

**11. DISQUALIFICATION:**

11.1 The Promoter is not responsible for lost, interrupted communications or unavailable network server or other connections, failed telephone, mid-delivery or computer transmissions or other errors of any kind, whether human, mechanical or electronic.

11.2 The Promoter assumes no responsibility for any error, defect, delay, theft or unauthorised access to or alternation of entries. Subject to any written directions given under the applicable law, if for any reason, the Promotion is not capable of operating as planned, including infection by computer viruses, tampering, unauthorised intervention, fraud or any other causes beyond the control of the Promoter which corrupts or affects the administration, security, fairness, or proper conduct of the Promotion, then the Promoter reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Promotion.

11.3 The Promoter reserves the right, in its sole discretion, to disqualify any individual for:

- (a) tampering with the entry process, including exceeding any limitation on the numbers of entries, or any other process as determined by the Promoter that in any way affects the fairness of the promotion;
- (b) tampering with the operation of the Promotion or any web site of the Promoter or associated with the Promotions;
- (c) acting in violation of these Terms and Conditions; or
- (d) acting in an unsportsmanlike or disruptive manner.

11.4 If an entrant selected as winner is found to be in breach of these Terms and Conditions a new winner may be selected and, in the event that the entrant in breach has been awarded a prize, the entrant may be required to return the prize or reimburse the value of the prize to the Promoter.

**12. TERMINATION:**

12.1 Subject to the regulatory requirements in each State or Territory, the Promoter may at its discretion vary the Terms and Conditions or terminate, vary the Terms of Conditions for Promotion or terminate entirely a promotion.

**13. PARTICIPATION:**

13.1 Participation in the Promotion constitutes the entrant's unconditional agreement to and acceptance of the Terms and Conditions. The Terms and Conditions may change from time to time. The entrant is responsible for ensuring his or her familiarity with the Terms and Conditions for the Promotions at the time of participation. The Promoter's decision not to enforce a specific restriction does not constitute a waiver of that restriction or of the Terms and Conditions Promotion generally.

**14. PRIVACY:**

14.1 All personal information submitted by any entrant for the purposes of a promotion will be governed in accordance with the Privacy Statement for the Promoter. Please refer to the Privacy Statement for a full description of our privacy policy.

