Competition Terms and Conditions Schedule
[Game of chance]

Permit No:
NSW Permit No. LTPS x
SA Licence No. x
ACT Permit No. x

1:	**Name of Promotion**	Robin, Terry and Bob's You're Good To Go!
2:	**Promoter Name & ABN**	Brisbane FM Radio Pty Ltd (trading as 97.3FM) ABN 21 096 554 317
3:	**Stations**	97.3FM
4:	**Websites**	http://www.973fm.com.au/
5:	**State or Territory**	QLD
6:	**Competition Period Start Date & Time**	Competition commences Monday 13th July, 2020 at 05:30am (AEST) The Promoter reserves the right to tease the promotion prior to the competition start date.
7.	**Competition Period Close Date & Time**	Competition concludes Thursday 13th August 2020 at 09:00am (AEST), The Promoter reserves the right to: (i) amend the contesting period at its absolute discretion including to close the competition within the Competition Period; (ii) terminate the competition subject to any direction from a regulatory authority.
8.	**Entry Restrictions**	a) Entrants must be 18 years of age or over at the time of entry. b) Entrants may enter more than once, however only one prize can be won per person per competition. c) Promotions are not open to any person, including Australian residents, entering the competition from outside of Australia. d) Entrants acknowledge that they must be contactable by the Promoter in order to be successful. Entrants unable to be contacted in accordance with these terms for any reason will forfeit their prize / opportunity. e) 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 to have provided incorrect or misleading information may, at the discretion of the Promoter be deemed invalid. f) Entrants may be required to sign a legal indemnity form prior to accepting any prizes. g) Entrants must be a resident in QLD

	h) Entrants must be able to travel to the prize destination. Entrants unavailable to travel and attend will forfeit their entry. i) Entrants must be able to collect the prize from the Station or nominated travel agent as specified by the Promoter. j) A person that is put to air, or determined as an on air prize winner cannot pass the telephone call on to anyone else, and should this occur, any person that is on air or has been passed the phone in this capacity will not be eligible for a prize, at the discretion of the Promoter. k) If for any technical reason, the phone line drops out, or they are inaudible or they are or they are unreachable for any reason (including without limitation any technical or operator error), the entrant will not be awarded with a prize. l) The Promoter reserves the right to give away clues or bonus entries to registered iHeartRadio users via the iHeartRadio app.
9. How to enter	**Phone entry into a Draw:** At various times during the Competition Period (and in some cases prior to the competition start date): (a) The Promoter will solicit on 07 3223 0973 for callers to participate in Robin, Terry and Bob's You're Good To Go! during a specified time period. Listeners may also be invited via Station on-air commercials, announcer solicits or via social media to take part in the competition. (b) Entrants who successfully call 07 3223 0973 and are selected by the Promoter (in its absolute discretion) and meet the entry restrictions will receive one entry into the prize draw. (c) The Promoter's decision is final and no correspondence will be entered into. (d) Entrants may be required to go through an eligibility checklist off air (at the absolute discretion of the Promoter) as noted in the entry restrictions. If the entrant who successfully calls does not meet the eligibility requirements they will be not entered into the prize draw for that week. (e) Entrants who have been selected for the prize draw, on the day of the draw, must be able to answer their phone on the number provided when entering before the phone rings out (as deemed to be heard by the Promoter in its absolute discretion) or by the time it goes to voicemail (the earlier of) and appear on air, to be deemed the winner and receive the prize (in the absolute and sole discretion of the Promoter). (f) 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 (including without limitation any technical or operator error), 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 prize on air, at the absolute

	discretion of the Promoter. (g) A person that is put to air, or determined as an on air prize winner cannot pass the telephone call on to anyone else, and should this occur, any person that is on air or has been passed the phone in this capacity will not be eligible for a prize, at the discretion of the Promoter. (h) The Promoter reserves the right in its absolute discretion to refrain from broadcasting any call. **Other Entry** At various times across the Competition Period the Promoter at its absolute discretion may open alternative forms of entry. This may include but is not limited to entries via the Station website, at live events, via the Promoter's representatives and street team, via station SMS text. The Promoter will specify the specific mechanic and rules for entry and selection either online, on air, in person (for street team activities), or via social media (as applicable).
10. Limitation on entries	Entrants may enter the competition as many times as they wish, however Entrants may only win one (1) prize each. Only one entry from each household can be deemed a winner throughout the competition period.
11. Challenge Details	NA
12. Judging Criteria	NA
13. Draw Details	**Major Draw** Five [5] major draws will be conducted, as follows: - **Draw 1:** Friday 17th July 2020, between 5:30am and 9am at 40 McDougall St, Milton, 4064 - **Draw 2:** Friday 24th July 2020, between 5:30am and 9am at 40 McDougall St, Milton, 4064 - **Draw 3:** Friday 31st July 2020, between 5:30am and 9am at 40 McDougall St, Milton, 4064 - **Draw 4:** Friday 7th August 2020, between 5:30am and 9am at 40 McDougall St, Milton, 4064 - **Draw 5:** Thursday 13th August 2020, between 5:30am and 9am at 40 McDougall St, Milton, 4064 Each entry that has been accepted into the prize draw but is not a winner will be rolled over into the subsequent prize draws. - The Promoter may contact entrants prior to the Draw to verify eligibility requirements. - Proxy's will not be accepted should the entrant be unavailable on the day of the Draw.

14: Prize Details	There are up to FIVE [5] prizes to be won for up to FIVE [5] winners. **Prize for Draw 1:** **Gold Coast Family Thrill Seekers Holiday** Up to $2,000 Accommodation Voucher $640 Village Roadshow Theme Parks Voucher 4 adult passes to Whales In Paradise Whale Watching Tour 4x $50 Aqua duck Vouchers $500 spending money given as visa gift card **Prize for Draw 2:** **Scenic Rim Girls Trip!** $4,000 O'Reilly's Gift Voucher to spend on: Accommodation for 6 people, Breakfast daily, dinner daily, 90 Minute Lost World Spa Special for 6 people Picnic lunch and bottle of wine for 6 at O'Reilly's Vineyard **Prize for Draw 3:** **Noosa Family Stay, Play and Shop Package!** Up to $2,500 accommodation voucher for Peppers Noosa $300 Bistro C Dining voucher $500 Spending Money to shop along Hastings Street given as visa gift card **Prize for Draw 4:** **Romantic trip for 2 to Whitsundays** Up to $1,200 Accommodation Voucher $1,000 Webjet Voucher (to purchase flights) Reef Flight and Jet Ski Package for 2 voucher (with GSL Whitsundays) Rainforest and Waterfall tour for 2 voucher (with Absolute Airle) $500 Spending Money given as visa gift card **Prize for Draw 5:** **Family Great Barrier Reef Holiday** Up to $1,800 Accommodation Voucher $1,500 Webjet Voucher (to purchase flights) Sunlover Reef Cruise Voucher valued at up to $800 $200 Voucher to Cairns Aquarium $500 spending money given as visa gift card Exact dates of Travel to be specified by the Promoter. If an Entrant is deemed a winner, they will receive one (1) prize only. Prizes awarded are subject to availability and are at the complete discretion of the Promoter. All prizes are non-transferable. Any prize that is found to be for sale or on-sold will be cancelled and will not be reissued.

	No refund or exchange will be given for any prize. Prizes and vouchers all have their own terms and conditions from the provider.
15: Total Prize Value	Up to $20,000(inc GST)
16: Winner Notification	Winners will be notified on air at the time of winning;
17. Publication Details	NA
18: Prize Claim and Delivery	Prizes must be claimed by 14th November 2020. Winners may be required to prove their identity and show evidence as documented on their birth certificate, driver's licence or passport before any prize is rewarded. Winners may also be required to provide any documentation which the Promoter and/or the Promoter's insurer reasonably requests for the purposes of prize redemption. If the prize has been arranged for a certain time/date then the winner must be available to take this as specified by the Promoter. If the winner is unable to facilitate this, then they may be required to forfeit the prize. Any unclaimed prizes will be forfeited. The Promoter will not be liable for prizes that are damaged or lost in the mail or not delivered to the winner due to external circumstances outside of the Promoter's control. No compensation or replacement prizes will be offered. **Mail or Email -** The prize/s may be provided to the prize winner/s by the prize provider and can be delivered to the winners residential address via mail or delivered via email **Collection at Station** - The prize/s will be available for collection by the winner from the Station (or by the winner's parent/guardian if the winner is under 18 years of age). The Station will contact the winner when their prize is ready for collection **Where the prize is travel** • **Verification requirement** – The prize must be claimed by winners providing the Promoter or Promoter's nominated travel agent, the full names of the travellers as per their passports, their dates of birth, passport numbers and scanned copy of passports. • **Collection of prize** – The winner will be advised by the Promoter whether they are required to come into the Station or go direct to the Promoter's nominated travel agent to

	collect their prize
19. Prize Claim Date and Time & Unclaimed Prize Draw	**Prize Claim** Unless otherwise specified by The Promoter prize/s must be claimed within 3 months from the date of the contest and win. If the winner does not claim their prize(s) within a three-month period, they will forfeit their prize. The Promoter will not be liable for prizes that are damaged or lost in the mail or not delivered to the winner due to external circumstances outside of the Promoter's control. No compensation or replacement prizes will be offered. **Unclaimed prize draw** There will be no unclaimed prize draw.
20. Special conditions	**General** The Promoter's decision is final and no correspondence will be entered into regarding the award of any prize or the pronouncement of a winner or winners (as applicable). Prizes awarded are subject to availability and are at the complete discretion of the Promoter. Should any elements of the prize be changed, moved, cancelled or not available for any unforeseen reason or for reasons outside of the Promoter's control (including for example COVID-19), the Promoter takes no responsibility and the Prize Winners will not be compensated. Prior to acceptance of any prize, the Promoter may require the winner to sign documents including a prize acceptance form, consent to broadcast (such as an image or footage release), liability or publicity waiver or indemnity form. Any winner that fails to sign any required documentation as requested by the Promoter may be disqualified from the promotion. It may also be a condition of being a prize winner that winners be available for on-air interviews and/or in-studio and/or on location interviews, photos or videos as part of redeeming a prize. Should there be any technical malfunctions for any reason, the Promoter has the option to extend the time period for giveaways and/or change the specified day. The Promoter will then stipulate on air the new end time of the competition. Where applicable, contestants may at the absolute discretion of the Promoter be awarded the prize off air. **Information collected** The Entrant acknowledges and agrees that their personal information will be collected for the purpose of administering the competition and arranging for the prize to be provided to the winning Entrants, and otherwise in accordance with the Promoter's privacy statement at http://www.arn.com.au/about-us/privacy-policy/.

	Contesting dates Contesting dates for prize giveaways is at the absolute discretion of the Promoter. Should for any reason the contesting dates need to change (for example, due to talent being unavailable, technical difficulties with the phones or other equipment, and/or any changes to prize availability) the Promoter will communicate the date change on air, online and/or on social. The Promoter also has the option to extend the existing contesting day should it be required for any reason. **Promoter's right to request further information** The Promoter, in its sole and absolute discretion, may request for more information with respect to an entry. Contact by the Promoter or the Station does not mean that the entry is deemed the winner. **Promoter's right to exclude any entrant** The Promoter reserves the right to exclude any entrant in its absolute discretion, including should it deem an entrant to be unsuitable for participation in the promotion. **Phone calls** If an entrant's phone line drops out, or for any reason the entrant's answer is inaudible, or the announcers are unable to hear the entrant on the phone line, the Promoter (in its sole and absolute discretion) may decide to replace the selected entrant by randomly selecting another entrant who has called through to the Station. **Pre-record where the contesting segment cannot run live** Should the contesting segment not be able to run live, the Promoter will pre-record a segment with entrants from the list which will run on the pre-recorded show day. Any listener who is chosen to participate in a pre-recorded segment will be made aware at the time of participating. Anyone who takes part in a pre-recorded segment will have their minor or major prizes awarded in accordance with a 'live' segment win. Any listener who is chosen to participate in a pre-recorded segment must not make any statement, announcement or comment to the public or any media regarding their participation, without the express prior approval of the Promoter. **Consent to further contact by the Station** By entering this Promotion you agree that the Promoter or its related entities can contact you for future promotions, including but not limited to, using your details and broadcasting them on air and/or online. The Promoter will only collect and use your details in accordance with its Privacy Policy at http://www.arn.com.au/about-us/privacy-policy/ **Consent to broadcast participation in contest** By entering this competition, Entrants grant to the Promoter a perpetual, non-exclusive, royalty free licence to use their name, image, voice, likeness, biographic information or any other material that identifies them, including any photographic, visual or sound recordings of the same (collectively, Recordings), for the purposes of conducting the competition and for marketing and promotional purposes. This licence includes any social media material published in accordance with the Competition. **Indemnity**

	Contestants indemnify the Promoter and its related entities against any claim, action, proceeding, loss or expense arising out of any liability for claims by a third party, or any claims they may have, caused by or in connection with their participation in the Competition or the acceptance of any prize. The Promoter has no ongoing liability to the entrant or their nominated person, for any reason whatsoever. By entering this Competition, and by collecting the prize, the winner acknowledges and accepts that driving, travel and any other activities comprising the prize, are inherently dangerous and may result in death, injury, incapacity, damage to property or other losses. **Travel** Exact travel dates will be specified by the Promoter and may be subject to a blackout period as specified by the Promoter. If a winner and travelling companion are, for whatever reason, unable to travel or do not take an element of the prize within the time stipulated by The Promoter, then the prize will be forfeited by the winner. The winner must confirm that themselves and their travelling companion have a reasonable level of health, fitness and physical and mental ability to safely participate in the prize. All prize travel will be subject to the carrier's General Conditions of Carriage. The Promoter and carrier make no representations as to the safety, conditions or other issues that may exist at any destination. Unless expressly stated in these terms and conditions, the winner (and their travelling companion) 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, and all other ancillary costs. A credit card imprint may be required at check-in to the hotel, for all incidental charges. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law). The Promoter strongly recommends that all winners take out travel insurance and consult the www.smartraveller.gov.au website prior to travelling.

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

General Terms and Conditions for Promotions & Competitions

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 Entrants must not have any prior criminal convictions, AVOs or Police records and the Promoter reserves the right to terminate their involvement with the Entrant if this sub-clause is found to be in breach at any time throughout the contesting period.

3.9 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. Winner's must provide the correct details for their nominated bank account and they will not be compensated if incorrect details are provided resulting in cash prizes being paid to the wrong account. 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 lossor 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 Unless otherwise specified in the applicable competition Schedule, winners 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. For the avoidance of doubt, the Promoter is not responsible for technical delays associated with the IP delivery or the carriage service. Entrants in promotions that involve a cue to call may experience varying delays depending on their mode of reception.

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.