

## Competition Terms and Conditions Schedule

### [Game of skill]

<b>1:</b>	<b>Name of Promotion</b>	KISSMAS Lights
<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>	Competition commences Thursday 19 <sup>th</sup> October 2023 at 6:00am AEST. The Promoter reserves the right to tease the promotion prior to the competition start date.
<b>7.</b>	<b>Competition Period Close Date &amp; Time</b>	Competition concludes Monday 27 <sup>th</sup> November 2023 12.00pm AEST or whenever the prize has been awarded. 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.
<b>8.</b>	<b>Entry Restrictions</b>	a) Entrants must be 18 years of age or over at the time of entry. b) Entrants must reside within the following area: within the greater Brisbane area as determined by the Promoter. On entering the competition, entrants must include their suburb. The selected suburb must be located within the greater Brisbane area. Boundary areas of the competition are at the promoters discretion. c) Entrants must be the owner or exclusive lessee of the property the subject of their entry. If an entrant is an exclusive lessee they must the express consent of the owner to enter the competition. d) Entering the KISSMAS Lights Competition excludes entrants from entering any other competitor's competition which is the same or similar. Including but not limited to other radio station Christmas Lights Competitions. If an entrant's display is found to be entered in any competitor competitions it may result in expulsion from the competition at the absolute discretion of the Promoter..

	<p>e) Entrants must not make any statement, announcement or comment, or provide any information, to any journalist, critic, correspondent, newspaper or magazine publisher, radio or television broadcaster, or any other person, firm or corporation engaged in the provision of information to the public, concerning Christmas Lights without the express prior approval of the KISSMAS Lights Manager or his/her delegates. Doing so can result in disqualification or removal from the competition as determined by the Promoter in its absolute discretion.</p> <p>f) All entrants are required to have a current public liability policy which protects them and their property in relation to any proposed activity as part of participation in this Christmas Lights promotion. In the absence of a public liability policy, entrants will be disqualified. The minimum amount for this insurance is \$5,000,000.00.</p> <p>g) 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.</p> <p>h) 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.</p> <p>i) Entrants must provide a nominated valid Australian bank account as requested by the Promoter, in the event that the entrant is a winner.</p> <p>j) Entrants may be required to sign a legal indemnity form prior to accepting any prizes. Entrants must be a resident with a registered address in QLD.</p> <p>k) In addition to any other rights in these Terms and Conditions, the Promoter reserves the right, in its absolute discretion, to reject or invalidate any entry where the Promoter deems the Entrant to have behaved in manner incompatible with the KISSMAS Lights Competition. Including without limitation the Entrant or their associates engaging in criminal activity (including criminal activity prior to the competition), being the subject of an AVO, threatening, antagonistic or harassing behaviour towards any other Entrant, the Promoter or anyone else associated with the competition or members of the public, or any other behaviour that could bring the KISSMAS Lights Competition into disrepute.</p>
<p><b>9. How to enter</b></p>	<p><b>Online entry:</b> 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, specifying a category for entry and including/attaching:</p> <ol style="list-style-type: none"> <li>a. 200 words or less about their entry;</li> <li>b. Up to 5 photos of this year's display, limited to a maximum of up to 20MB per photo; and</li> <li>c. up to 2 minutes of video footage of this year's display at a maximum of up to 100MB.</li> </ol> <p>b) Each entry submitted by the time specified by the Station will</p>

	<p>be individually reviewed by representatives of the Station in the Finalist Judging Phase. The Station will select an entry for each category that it deems to be the “best” (In its absolute discretion, based on the Judging Criteria) from all valid entries received within the time period specified and these entries will be deemed winners and runners up and receive the prize for the relevant category as set out below announced on December 1<sup>st</sup> . as determined by the Promoter in its absolute discretion.</p> <p>c) After the winners have been announced, all valid entries will then be collated into an online Peoples Choice Voting gallery, where members of the public will be invited to register their details and vote for their favourite display from Friday 1<sup>st</sup> December 2023, 12.00PM AEST – Wednesday 20<sup>th</sup> December 2023, 11.59PM</p> <p>d) The entry that has received the highest number of public votes at close of the online voting gallery will be deemed the Peoples Choice Voting Gallery winner, and a random voter will be chosen( via random electronic prize draw from the registered voters and awarded a prize for voting.</p> <p>e) The Station may use the entrants and their stories live on air in connection with the Promotion over the specified Competition Period. For example, the Promoter in its absolute discretion may invite entrants to air to talk about their entry. If an entrant is invited to speak on air this does not deem him/her as a winner. The Promoter in its absolute discretion has the right to share entrants’ stories online and via its social media platforms.</p> <p>f) The Station may contact entrants to ask further questions about their entry. If entrants receive a call or are put to air this does not mean that they are the deemed winner.</p> <p>g) The Promoter’s decision is final and no correspondence will be entered into.</p> <p>h) The Promoter reserves the right in its absolute discretion to refrain from broadcasting any call.</p>
<p><b>10.            Limitation on entries</b></p>	<p>Entrants may only enter the competition once. Family/households are limited to one winner each.</p> <p>Promotions are not open to:</p> <p>(a) employees of, or contractors to, the Promoter or any of its agencies involved with the Promotion;</p> <p>(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);</p> <p>(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;</p> <p>(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</p>

	<p>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.</p> <p>(e) any duplicate entries received from the same entrant will be removed or deleted by the Promoter prior to the final draw or judging period.</p>
<b>11. Challenge Details</b>	[N/A]
<b>12. Judging Criteria</b>	<p>Each valid entry in the Preliminary Judging phase will be individually judged (by representatives of the Promoter) based on, among other things, Creativity, Originality and Illumination and Overall impact, and then shortlisted for the Finalist Judging Phase.</p> <p>Judge's decision is final, and no correspondence will be entered.</p>
<b>13. Draw Details</b>	[N/A]
<b>14: Prize Details</b>	<p>KISSMAS Lights Categories and prizes;</p> <ul style="list-style-type: none"> <li>a) Northern Suburbs Winner: Up to \$2,000.00</li> <li>b) Northern Suburbs Runner Up: Up to \$1000.00</li> <li>c) Southern Suburbs Winner: Up to \$2,000.00</li> <li>d) Southern Suburbs Runner Up: Up to \$1000.00</li> <li>e) Eastern Suburbs Winner: Up to \$2,000.00</li> <li>f) Eastern Suburbs Runner Up: Up to \$1000.00</li> <li>g) Western Suburbs Winner: Up to \$2,000.00</li> <li>h) Western Suburbs Runner Up: Up to \$1000.00</li> </ul> <p>People's Choice Voting Gallery Prize:</p> <ul style="list-style-type: none"> <li>i) Entry with the most votes: Up to \$1000</li> <li>j) Random Voter – <u>Up to \$500</u></li> </ul> <p>No refund or exchange will be given for any prize.</p>
<b>15: Total Prize Value</b>	Up to \$13,500 (inc GST)
<b>16: Winner Notification</b>	<p>Winners will be notified:</p> <ul style="list-style-type: none"> <li>- via SMS;</li> <li>- via telephone;</li> <li>- on air at the time of winning;</li> </ul>
<b>17. Publication Details</b>	Winners will be announced on air and also included in a Winners Listing available on 973FM.COM.AU on Friday 1st December 2022
<b>18: Prize Claim and Delivery</b>	<p>Prizes must be claimed by 3 Months from the date of winning.</p> <p>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.</p> <p>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.</p>

	<p>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.</p> <p>Any unclaimed prizes will be forfeited.</p> <p>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.</p> <p>Bank Transfer - The prize will be transferred to the winner's nominated bank account via electronic funds transfer. This may take up to 4 weeks to show up in the winning contestant's nominated bank account.</p>
<p><b>19. Prize Claim Date and Time &amp; Unclaimed Prize Draw</b></p>	<p><b>Prize Claim</b> 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.</p> <p><b>Unclaimed prize draw</b> There will be no unclaimed prize draw.</p>
<p><b>20. Special conditions</b></p>	<p>By entering this competition, Entrants grant to the Promoter a perpetual, non-exclusive, royalty free licence to use the materials for the purposes of conducting the competition and for marketing and promotional purposes.</p> <p>KISSMAS Lights encourages entries in the Greater Brisbane area.</p> <p>Zoning is at the absolute discretion of the Promoter and no correspondence will be entered into.</p> <p>When entering a Residential category, you must specify which region you would like to be judged in i.e. Northern, Southern, Eastern or Western. If you have not specified, the Christmas Lights Judges will make the final decision. If you specify incorrectly, The Promoter reserves the right to place you in the correct area according to the City Council specification. Such decisions are at the absolute discretion of the Promoter and no correspondence will be entered into.</p> <p>All entries must be visible from the front exterior of the property.</p> <p>All entrants must ensure that their displays are illuminated on the evenings of December 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 between 7.00pm and 10.00pm, for public viewing. Entrants are responsible for all electricity and other costs associated with their displays.</p> <p>The misuse of electricity can cause injury or death. Entrants must not use any indoor lighting products outside and must comply with the safety instructions of all electrical products used. Electrical safety is paramount and must be exercised at all times. Misuse of electricity could lead to your disqualification from the competition. KISS 97.3fm takes no responsibility for the misuse of electrical products.</p> <p>Official KISSMAS Lights signs must be displayed in a prominent position</p>

and illuminated on all public viewing nights.

Judging strictly adheres to the criteria provided. The Judge's decision is final and no correspondence will be entered into.

Entrants must ensure road safety around their display and comply with all applicable rules and regulations. For road safety information contact the local police station or council. KISS 97.3fm takes no responsibility for traffic control or traffic gridlocks.

Entrants are not to use the footpath, Energex electrical poles or any property outside their boundary for any purpose of their display unless they obtain written permission from the relevant authorities. Rental properties should seek written permission from their landlords before considering their display.

For safety and security reasons the organisers recommend that KISSMAS Lights displays are designed to be removed and secured overnight. The security of all aspects of the display is the sole responsibility of the entrant.

Inspections by qualified electricians to check the safety of the entrant's display are encouraged.

Ultimately, you as the home owner or resident are responsible for your display. We would recommend that people not be invited on to your property as that would considerably increase any potential risk you may have.

KISS 97.3fm and its associated companies accept no responsibility or liability for any actions or incidents relating to or occurring during the KISSMAS Lights promotion at or near the property of any individual entrant.

Entrant displays must be compliant with any public health requirements and/or covid-19 restrictions as at the time of display, including social distancing and/or any check-in requirements. Compliance with any public health requirements is the responsibility of the entrants.

All Entrants must have a Public Liability insurance policy protects you in relation to anything you propose doing as part of your participation in the KISSMAS Lights. All entrants are required to have a current public liability policy. In the absence of a public liability policy, you will be disqualified. The minimum amount for this insurance is 5 million.

The promotor and sponsors accept no responsibility for damage, injury or theft, which may occur as a result of your entry into the KISSMAS Lights Competition.

Collection boxes are strictly prohibited unless a letter of authority from a registered charity is obtained and prominently displayed and is approved by the KISSMAS Light Manager. Collections for personal gain of the entrant are strictly prohibited and will lead to disqualification from the competition.

Written permission from the KISSMAS Lights Manager or organisers must be gained to display commercial signage at any Christmas Lights display. Under no circumstances can signage be displayed which is in opposition to KISS 97.3fm or the KISSMAS Lights sponsors as listed on the entry form.

In the event of inclement weather, it is strongly recommended that the displays be switched off and placed under cover until weather permits and conditions are safe for the lights to operate.

The promoters of the KISSMAS Lights Competition reserve the right, at their sole discretion, to refuse any entry to the KISSMAS Lights Competition to any person or persons who are found to have a criminal conviction or to be subject to criminal charges or investigation which the promoter regards as incompatible with the promotion or who are otherwise deemed to be involved in the KISSMAS Lights Competition for the purposes of unlawful activity.

Failure to comply with the Terms and Conditions of Entry may lead to immediate cancellation of your entry and withdrawal of any prizes awarded.

All entrants agree to allow the promotor to put their name address and images in association with this event within all print & press including web material that involves the KISSMAS Lights Competition.

Entrants agree to avail themselves for a photo if required by KISS 97.3fm and acknowledge that KISS 97.3fm has the right to utilise publicity photos in any reasonable manner it sees fit.

Entrants must not make any statement, announcement or comment, or provide any information, to any journalist, critic, correspondent, newspaper or magazine publisher, radio or television broadcaster, or any other person, firm or corporation engaged in the provision of information to the public, concerning Christmas Lights without the express prior approval of the KISSMAS Lights Manager or his/her delegates. Doing so can result in disqualification or removal from the competition. All information you provide to KISS 97.3fm will remain the property of KISS 97.3fm and will be used only for the purposes of the KISSMAS Lights competition. For more information on the privacy act please log on to [www.973fm.com.au](http://www.973fm.com.au).

#### **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.

Any form of harassment against the employees or agents of the

Promoter during or after the Competition Period is strictly prohibited. Harassment is unacceptable and unreasonable behaviour that will be met by the Promoter with zero tolerance. Entrants who harass employees or agents regarding the outcome of their participation in this Promotion via (but not limited to) phone, text, mail, social media and/or in person interactions may be deemed ineligible to enter any and all current or future promotions and may be blocked from contacting the Promoter, its employees or agents at the Promoter's sole discretion and correspondence will not be entered into regarding the Promoter's decision.

**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.

**Photos/Videos/25 word answers 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 are 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, discriminatory or otherwise inappropriate.

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

**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/>

**Filmed activities / challenges**

The Winner must agree that they are willing for the activity to be filmed, photographed or otherwise recorded and cooperate with all steps to provide and/or obtain the necessary permits, approvals and consents required and to sign any related agreement in relation to the activity indicating that they have done so.

**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.

**Consent to broadcast participation in offsite contest**

Entrants also authorise the Promoter to publish their likeness or matter that identifies them in any material associated with the Activity. Such publication may include radio and television broadcast, posting on websites or social media, diffusion by pay-TV and the Entrant acknowledges that they have no copyright in such material.

**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.

**Clues and Hints**

The Promoter reserves the right to provide hints and clues prior to the contesting segment. Clues may be given away, without limitation, via television, websites, social networking sites and/or on the radio, at the absolute discretion of the Promoter. Clues and hints may be also provided to the contestant during the quiz. Clues and hints will be given

	<p>at the complete discretion of the Promoter who reserves the right to award additional clues or hints but is under no obligation or expectation to do so.</p> <p><b>Facebook/Instagram/Twitter</b></p> <p>The Promoter reserves the right to solicit for entrants on Facebook, Instagram and Twitter and invite them to register for the Promotion.</p> <p>When entering this Promotion, you agree to release Facebook, Instagram and Twitter from all liability and claims arising out of or in connection with the Promotion or these terms and conditions.</p> <p>You acknowledge and agree that your entry must be in accordance with Twitter, Instagram and Facebook's Statement of Rights and Responsibilities and can be removed at any time by the Promoter or otherwise in accordance with Twitter, Instagram and Facebook's Statement of Rights and Responsibilities.</p> <p>The Competition is in no way sponsored, endorsed, administered by, or associated with Facebook and Twitter. Any questions, comments, or complaints regarding the Promotion should be directed to the Promoter.</p> <p>When entering the Promotion, you are providing your information to the Promoter and not to Facebook, Instagram or Twitter.</p> <p>Costs associated with accessing the Facebook, Instagram or Twitter pages or accounts remain an Entrant's responsibility and may vary depending on the internet service or telecommunications provider used.</p>
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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 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 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.