

## **96fm Competition Terms and Conditions - addendum**

### **96fm "Total Recall" - Effective Monday May12 2008**

The following addendum document stipulates the 96fm competition rules for all participants and applies specifically to 96fm's "Total Recall".

1. The competition runs between 9.00am and 5.00pm weekdays
2. Duration of "On air" promotion is Monday May 12, 2008 through to Friday 6<sup>th</sup> June 2008.
3. To be a part of the contest listeners will need to call 96fm and be the correct nominated caller, when they hear the announcer solicit for a caller.
4. The correct caller will be asked to list by title and artist all the songs played in the hour prior to the solicit.
5. The caller will be awarded twenty dollars (\$20) for every correct song listed by title and artist.

### **General Competition Entry Rules For Radio 96FM**

These standard contest rules apply to all the Promoter's contests. They may be amended or varied from time to time by the station. Special rules may apply to particular contests, in which case an addendum to these rules will be made for that Contest. Please inquire at the station for any special rules for contests you wish to enter.

#### **1. THE PROMOTER:**

This competition is promoted by Radio 96FM Pty Ltd ("Promoter"), a member of the Fairfax Media Group of companies.

#### **2. WHO MAY ENTER:**

The competition is not open to:

- (i) employees of, or contractors to, the Promoter or any of its agencies involved with this competition; or
- (ii) the spouse, de facto spouse, parent, natural or adopted child, and sibling (whether natural or adopted by a parent), of such employees and contractors (whether or not they live in the same household).
- iii) potential entrants who have won a prize/prizes valued either individually or collectively at more than \$10 from the Promoter or in any contest run by the Promoter in the prior 60 days.
- iv) potential entrants who have used or attempted to use any more than one name in order to qualify to win any contest run by the Promoter except in the case of a legal change of name.
- v) potential entrants who have won a prize valued at \$2,000 or more from the Promoter or in any contest run by the Promoter in the prior 12 months.

All entrants acknowledge that the Promoter can rely on Clause 2 and even if the Promoter only learns of a person's ineligibility after the Promoter has announced the ineligible person as the winner. Return of the prize or payment of its value to the Promoter can be required by the Promoter if this occurs.

#### **3. MULTIPLE ENTRY INTO DRAWS:**

In the event of a "Standby list" or "Register to win" type of competition unless otherwise stated no person is eligible to be placed in the Final draw more than once for each prize during the competition period.

#### **4. PRIZE:**

All prize items are valued inclusive of GST and the Promoter takes no responsibility for any variation in item values. Any taxes which may be payable as a consequence of a winner receiving the prize are the sole responsibility of that winner.

Prizes are non-transferable and may not be redeemed for cash. If the specified prize becomes unavailable due to unforeseen circumstances, the Promoter may substitute a prize of like or equal value. Unless otherwise specified, the class of travel for and travel prize incorporating an airfare is economy class.

Any tax payable as a result of a prize being awarded or received will be the winner's responsibility.

In relation to prizes involving participation in any activity -

- a) The Promoter and its employees and agents will be fully released from and indemnified by winner in respect of any claim for accident, injury, property damage or loss of life in connection with or as a result of a winner's acceptance of a prize.
- b) If a winner is under the age of 18, their parent/guardian will need to sign the indemnity and consent to winner's participation in prize.

#### **5. PRIZE AWARDING:**

Winners will be notified by mail, and if no mail address is given, by any other contact details provided by the winner. Unless otherwise informed, all must be collected within 21 days of winning; from 96FM 1<sup>st</sup> Floor, 169 Hay Street East Perth between the hours of 8am and 5pm Monday to Friday excluding all Public Holidays.. Upon request by the Promoter a copy of the general contest rules 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.

Prizes will only be awarded following winner validation and verification. The judges' decision is final and no correspondence will be entered into.

#### **6. PUBLICITY:**

Acceptance of a prize constitutes permission for the Promoter to use winner's name, suburb of residence, recording of winner's voice and likeness for advertising and promotional purposes without compensation, unless otherwise prohibited by law.

#### **7. EXCLUSION OF LIABILITY:**

The Promoter takes no responsibility for the loss of prizes due to incorrect or imprecise contact details provided by an entrant. The Promoter makes no representations or warranties as to the quality/suitability/merchantability of any of the goods/services offered as prizes. 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.

A winner (or his or her guests/parent/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 a selection of another winner.

#### **8. OWNERSHIP OF ENTRIES:**

Ownership (including intellectual property rights) in all entries (whether in written, audio or visual form, or a combination of those) are assigned to the Promoter upon submission and remain the property of the Promoter (subject to any limits contained in the Privacy Statement).

#### **9. PRIVACY**

Entrants acknowledge and consent that the collection of personal information will be in accordance with the [Fairfax Radio Privacy Policy](#).

#### **10. DISQUALIFICATION:**

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.

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 competition 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 competition, then the Promoter reserves the right, at its sole discretion, to cancel, terminate, modify or suspend this competition. 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 competition or web site;
- c) Acting in violation of these terms and conditions;
- d) Acting in an unsportsmanlike or disruptive manner; or

If an entrant selected as winner is found to be in breach of paragraphs 3, 4 or 5 of these conditions of entry, 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.

**11. PARTICIPATION:**

Participation in the competition constitutes the entrant's unconditional agreement to and acceptance of these General Competition Entry Rules. These rules may change from time to time. The Entrant is responsible for insuring his or her familiarity with the General Competition Entry Rules 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 General Competition Entry Rules generally.

Where the Promoter has special contest conditions or rules in relation to a particular contest, then they will prevail to the extent of any inconsistency between those special conditions and these General Competition Entry Rules.