

Competition Terms and Conditions Schedule
Game of chance

Permit No:
N/A

1:	Name of Promotion	96FM'S REAL MUSIC CONCERT OF YOUR CHOICE
2:	Promoter Name & ABN	Radio 96FM Perth Pty Ltd ABN 66 007 082 680
3:	Stations	96FM
4:	Websites	www.96fm.com.au
5:	State or Territory	WA
6:	Competition Period start Date & Time	5.30AM WST Monday 2 nd September 2019
7:	Competition Period close Date & Time	4PM WST Wednesday 25th September 2019
8:	Entry Restrictions	<ul style="list-style-type: none"> a) Entrants and their companion must be 21 years of age or over at the time of entry. b) Entrants must be able to travel to their destination of choice and attend the concert of their choosing. Entrants unavailable to travel & attend will forfeit their entry. c) Entrants & their travelling companion must hold a current valid passport with expiry date no sooner than 6 months past the proposed return date to Australia and they must meet entry requirements for their chosen destination. d) Entrants must be able to collect the prize from the Station or nominated travel agent as specified by the Promoter. e) 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 is not eligible for the prize.
9:	How to enter	<p>Phone entry:</p> <p>At various times during the Competition Period:</p> <ul style="list-style-type: none"> a) listeners will be invited to call 131065 during a specified time period; b) Entrants who successfully call 131065 and are selected by the Promoter (in its absolute discretion) will receive one entry into the major prize draw.

	<p>c) The Promoter’s decision is final and no correspondence will be entered into.</p> <p>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 8. If the entrant who successfully calls does not meet the eligibility requirements they will be not entered into the major prize draw.</p> <p>e) Entrants will be required to provide The Promoter with the concert they would like to attend.</p> <p>f) The Promoter will send an SMS to all successful entrants requiring them to enter or verify their personal details. It is the responsibility of the successful entrants to ensure that this is completed. Failure to complete the required information will forfeit the entrants place in the major prize draw.</p> <p>g) The Promoter’s decision is final and no correspondence will be entered into.</p> <p>h) Entrants in the major prize draw, on the day of the draw, must be able to answer their phone [on the number provided when entering] within five (5) rings (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 Major Prize (in the absolute and sole discretion of the Promoter).</p> <p>i) If the entrant does not answer their phone as above, their phone is turned off, engaged, the phone line drops out, they are inaudible or they are unreachable for any reason, the Promoter may (in its sole and absolute discretion) select another entrant in accordance with the draw details and so on until someone is awarded the major prize on air, at the absolute discretion of the promoter.</p>
10. Limitation on entries	<p>Entrants may enter the competition as many times as they wish, however entrants may only have one [1] entry in the major prize draw.</p> <p>If any duplicate entries are received from the same entrant these will be deleted prior to the final draw or judging being conducted.</p>
11. Challenge Details	N/A
12. Draw Details	<p>One [1] major draw will be conducted, as follows:</p> <ul style="list-style-type: none"> - Draw: Between 5.30AM WST – 9AM WST Thursday 26th September 2019 96FM, Level 1/169 Hay Street, East Perth WA 6004. <p>96FM may contact entrants prior to the final draw to verify eligibility requirements prior to the major draw.</p> <p>Proxy’s will be not be accepted should the entrant be uncontactable on the day of the major draw.</p> <p>The Promoter reserves the right to amend the contesting period at its absolute discretion; the Promoter reserves the right to terminate the competition subject to any direction from a regulatory authority.</p>
13: Prize Details	<p>There is one [1] major prize to be won, as follows:</p> <p>Two [2] tickets to one (1) of the following concerts;</p>

1. Bon Jovi – Wednesday 2nd October, Lima, Peru
 2. Robert Plant (and the Sensational Space Shifters)– Thursday 3rd October, Oregon, USA.
 3. The Eagles – Saturday 5th October, Las Vegas, USA.
 4. Lynyrd Skynyrd – Friday 11th October, Tennessee, USA
 5. Def Leppard – Saturday 12th October, Tennessee, USA
 6. The Cure – Saturday 12th October, Texas, USA.
 7. George Thorogood and the Destroyers – Saturday 19th October, Michigan USA
 8. Phil Collins – Saturday 19th October - Las Vegas, USA.
 9. Pat Benatar (and Neil Giraldo) – Saturday 19th October, Beverley Hills, California USA.
 10. The Who –Thursday 24th October Hollywood Bowl, Los Angeles, USA.
 11. Sting – Saturday 26th October - Nice, France.
 12. Michael Franti and Spearhead – Friday 1st November, Philadelphia, USA.
 13. Gwen Stefani – Friday 1st November, Las Vegas, USA.
 14. Santana – Saturday 2nd November, Las Vegas, USA.
 15. Slade (and Sweet) – Saturday 2nd November, Copenhagen, Denmark.
 16. Guns n Roses — Saturday 2nd November, Las Vegas, USA.
 17. Alice Cooper – Sunday 3rd November, Florida, USA.
 18. Jethro Tull – Thursday 7th November, Rome, Italy.
 19. Doobies – Friday 8th November, Austin, Texas, USA.
 20. P!nk – Saturday 2nd November, Austin, Texas, USA.
 21. John Fogerty - Wednesday 6th November, Las Vegas, USA.
 22. ZZ Top – Friday 8th November, Tulsa, Oklahoma, USA
 23. Lady Gaga – Saturday 9th November, MGM Las Vegas, USA.
 24. Steely Dan – Saturday 9th November, Philadelphia, USA.
 25. Fleetwood Mac– Tuesday 12th November, Alberta, Canada.
 26. Billy Joel - Friday 15th November, Maddison Square Gardens, New York, USA.
 27. Elvis Costello & The Imposters Tuesday 26th November, Wisconsin, USA.
 28. Rod Stewart – Thursday 28th November, Glasgow, Scotland.
 29. The Killers – Sunday 1st December, Abu Dhabi, UAE.
 30. Van Morrison – Monday 2nd December, Brighton, UK.
 31. Kiss – Tuesday 3rd December, Auckland, New Zealand.
 32. U2 – Wednesday 4th December, Tokyo, Japan.
 33. Aerosmith – Wednesday 4th December, Las Vegas, USA.
 34. Bryan Adams - Friday 6th December, Lisbon, Portugal.
 35. Foo Fighters – Friday 6th December, Las Vegas, USA.
 36. Deep Purple – Monday 9th December, Budapest, Hungary.
 37. Foreigner (with Nashville Symphony) – Saturday 18th January 2020, Nashville, USA.
 38. Queen – Tuesday 28th January 2020 – Osaka, Japan.
 39. Elton John – Monday 14th December 2020 - O2, London.
 40. Metallica – Saturday 18th April 2020 - Buenos Aires, Argentina.
- Economy return airfares from Perth, Western Australia for the winner and one [1] guest to the closest city of their chosen concert.
 - Return private car transfers between the airport and accommodation.
 - Five (5) nights accommodation in an up to (4) star property in

	<p>the city of the winner's chosen concert.</p> <ul style="list-style-type: none"> Ten thousand dollars [\$10,000.00 AUD] spending money, deposited into the winners nominated bank account. <p>Exact travel dates to be specified by The Promoter.</p> <p>The Winner accepts that tickets are subject to availability, and that winning the Major Prize may not guarantee ticketing availability to their chosen concert. Should tickets not be available to the winners chosen concert, the Promoter will ask the winner for their second & third (and so on) choice of concert until tickets may be acquired by the Promoter.</p> <p>Valued up to AUD \$25,000.00 (inc GST)</p>
14: Total Prize Value	Valued up to AUD \$25,000.00 (inc GST)
15: Winner Notification	<p>Winners will be notified:</p> <ul style="list-style-type: none"> on air at the time of winning
16. Publication Details	Winners of the major prizes may be published on the Station Website 'WIN' Page or via social media.
17: Prize Claim and Delivery	<p>Prize must be claimed by 9AM WST Friday 27th September 2019 by winners providing 96FM or 96FM's nominated travel agent the full names of the two travellers as per their passports, the date of birth of both travellers, passport numbers and scanned copy of passports.</p> <p>The winner will be advised by a 96FM representative whether they are required to come into the station or go direct to 96FM's nominated travel agent to collect their prize.</p> <p>The spending money will be transferred to the winner's nominated bank account via electronic funds transfer within 28 business days.</p>
18. Prize Claim Date and Time & Unclaimed Prize Draw	<p>Prize must be claimed by 9AM WST Friday 27th September 2019 by winners providing 96FM or 96FM's nominated travel agent the full names of the two travellers as per their passports, the date of birth of both travellers, passport numbers and scanned copy of passports.</p> <p>Entrants & their travelling companion must be able to travel to the destination of their chosen concert. Entrants unavailable to travel & attend their chosen concert will forfeit their entry.</p> <p>Any unclaimed prize draw will be conducted on Monday 1st October 2019 between 9AM- 5PM WST, by a 96FM representative.</p>
17. Special conditions	<ul style="list-style-type: none"> The Promoter reserves the right to amend the contesting period at its absolute discretion; the Promoter reserves the right to terminate the competition subject to any direction from a regulatory authority. 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.

- Exact travel dates will be 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 (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. A credit card imprint may be required at check-in to the hotel, for all incidental charges.
- It is the traveller's personal responsibility to ensure that they have valid documentation, including but not limited to valid passports and visas which meet the requirements of immigration and other government authorities at the destinations. Any fines, penalties, payments of expenditures incurred as a result of such documents not meeting the requirements of those authorities will be the sole responsibility of the traveller.
- If the issuing country of your passport is not Australia, you must hold a valid Australian permanent residency visa. Please note, if the issuing country is not listed on the US Visa Waiver Program or the entrant is not eligible to obtain the requisite travel documents (i.e. ESTA) within the nominated timeframe, they will be deemed ineligible.
- Due to new US immigration and security restrictions, the Promoter's representative will ask the winners: "Have you travelled to Iran, Iraq, Somalia, Sudan, Syria, Libya or Yemen since 1 March 2011?" If the answer is yes for the winner or their travelling companion, the winners will be deemed ineligible and forfeit their claim to the prize.
- The winner and their travelling companion must confirm that they do not have a criminal record.
- 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 Promoters and carrier make no representations as to the safety, conditions or other issues that may exist at any destination. 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.

- The Promoter strongly recommends that all winners take out travel insurance and consult the www.smartraveller.gov.au website prior to travelling.
- Winner will be required to sign a prize acceptance form including liability and publicity waiver within 72 hours of being notified as the winner to formally accept the prize.
- Guests will be required to sign a prize acceptance form including liability and publicity waiver before the prize booking can be made.
- All passengers must travel together on the same flights and stay at the same properties.
- No compensation or alternative travel plans will be arranged should the Prize winner and/ or their guest miss their outbound or return flights or fail to meet any check in requirements for any reason. These costs will be the responsibility and expense of the winner and travel guest.
- A credit card imprint may be required from the winner at check-in to the hotel for all incidental charges.
- Once booking is confirmed no changes are allowed, any changes will be at the cost of the winner.
- Travel itinerary will be determined by the Promoter in its absolute discretion.
- In the event that an element of the prize is cancelled, unavailable or postponed for any reason, the winner forfeits the specified element and no cash alternative offer will be granted in lieu of the part of the prize.
- Unless expressly stated in these terms and conditions all other expenses become the responsibility of the major prize winner and their companion including but not limited to all meals, spending money, incidentals, mini-bar, laundry, room service, telephone calls and all other ancillary costs.
- 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 winner and his/her travel companion are responsible for ensuring that they have valid passports, and any requisite visas, vaccinations and travel documentation.
- Winner and their guest are responsible for securing their ESTA Visa Waiver, prior to departure from Australia.
- Any tickets awarded as part of a prize are subject to the event venue and ticket terms and conditions, including any applicable age restrictions. The Promoter and event organisers hereby expressly reserve the right to eject any winner and/or his/her companion for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the prize.

By entering this competition, Entrants grant to the Promoter & RBWA, a perpetual, non-exclusive, royalty free licence to use the materials and/or 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.
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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 All contestants acknowledge and agree that the Promoter can rely on the Terms and Conditions and in particular, this Clause 3 even if the Promoter only learns of a person's ineligibility after the Promoter has or appears to have awarded the prize to the ineligible person. In those circumstances, the Promoter can require return of the prize or payment of its value to the Promoter.

4. **ENTRY REQUIREMENTS:**

- 4.1 All entries must be lodged in accordance with the requirements of the Terms and Conditions for the specific Promotion.
- 4.2 The Promoter is entitled at its sole discretion to reject or disqualify any entry which it determines to be incomplete or ineligible or which in the sole opinion of the Promoter contains unlawful, defamatory, offensive or other material which if published or broadcast would place the business interests of the Promoter at risk or adversely effect the goodwill, name or reputation of the Promoter.
- 4.3 All entries in any form, whether written or delivered by email, telephone, SMS or otherwise are deemed received only upon actual receipt of a complete and eligible entry by the Promoter. In the case of online entries by way of website or other communication application, an entry will not be deemed received unless and until a complete and legible entry is received onto the Promoter database. The Promoter shall have no responsibility for the failure of any means of communication whether within the Promoter's control or otherwise.
- 4.4 Where entries are made by SMS, the maximum cost of each SMS is 55 cents (including GST). Participation will only be open to entries submitted from the Participant's own telephone and where such telephone allows caller ID, is SMS compatible and is connected via a service provider which allows the receipt of text and premier messaging.

5. **PRIZES:**

- 5.1 All prizes will be awarded either:
- (a) where a Schedule applies in respect of the Promotion, as provided for in that Schedule; or
 - (b) in other cases as is published by the Promoter in respect of the Promotion.

- 5.2 All prizes must be collected within 3 months of the date of notification of winners as provided for below. Subject to the regulatory requirements of the individual States or Territories, prizes not collected within 3 months will be forfeited and will be redistributed into the prize pool of the associated station and used for alternative contest giveaways. See clause 16 regarding Prize Claim and Delivery.
- 5.3 All prize items are valued based on recommended retail pricing inclusive of GST and the Promoter takes no responsibility for any variation in item values.
- 5.4 Any taxes which may be payable as a consequence of a winner receiving the prize are the sole responsibility of that winner.
- 5.5 Prizes are non-transferable and may not be redeemed for cash.
- 5.6 All "cash" prizes will be paid to by bank transfer to the winner's nominated bank account. Payments will only be made to the account owned by the winner. Alternatively, winners can request a cheque be drawn, payable to the winner only.
- 5.7 If the specified prize becomes unavailable due to general unforeseen circumstances, the Promoter may substitute a prize of like or equal value, subject to state regulations.
- 5.8 If the specified prize becomes unavailable due to acts of terrorism or acts of god (IE earthquake – or other natural disaster). The Promoter and its associated promotional partners will not be liable for replacement of any prize.
- 5.9 If a prize comprises tickets or attendance at any function or event, the Promoter accepts no responsibility or liability in respect of the function or event. Should the function or event be cancelled, postponed or otherwise varied, including but not limited to by the substitution of the promoted performers, then the Promoter has no responsibility to provide alternate or substitute tickets or to provide any cash equivalent in substitute for the tickets. The winner will in all respects be bound by and comply with the terms and conditions applicable to such event or performance including but not limited to the requirements for responsible service of alcohol and the right of the Promoter, the organiser of such a function or event or their respective contractors or representatives the right to refuse the winner and/or any guests of the winner entry or service.
- 5.10 Where a prize includes backstage or other opportunities to meet performers or celebrities, all such opportunities are at the discretion of the relevant artist or celebrity and their management and the Promoter will not be responsible or liable in the event that such meet and greet opportunities do not take place and no replacement tickets, cash substitute or other compensation will be payable in any form by the Promoter in these circumstances.
- 5.11 If a prize includes attending an event where alcohol is served, then a winner and any accompanying guests must be 18 years of age or over and must carry with them at all times during such event valid photographic identification and must provide such proof of age for inspection on request.
- 5.12 If a prize comprises vouchers, then all vouchers will be subject to the terms and conditions of the provider of the vouchers and the expiry date specified by the provider of the voucher.
- 5.13 Unless otherwise specified, the class of travel for a travel prize incorporating an airfare is economy class.
- 5.14 Any prize comprising accommodation will be for accommodation costs only and does not include additional charges (such as mini bar, in-room entertainment, dry cleaning, room service or other additional charges) unless additional room service or other related charges are expressly stated to be included in the Schedule for the Promotion.
- 5.15 All prizes awarded are for the benefit of the entrant only unless otherwise specified in a Schedule for the Promotion and are non-transferable. Prizes must be used within the applicable time frames and

dates specified for the purposes of the Promotion and may be subject to availability and school holiday or peak season exclusions.

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

6. PARTICIPATION IN ACTIVITIES AND PRIZES AND INDEMNITY:

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

- 6.6 Where an entrant or winner is under the age of 18, their parent or guardian will be required to sign the necessary indemnity and consent forms in order for the entrant to participate in the Promotion or prize.
7. **PRIZE COLLECTION:**
- 7.1 Prizes must be claimed in person unless the winner is advised otherwise by the Promoter. The winner will be required to provide photographic identification for the purposes of collecting the prize. The collection of prizes is the sole responsibility of the winner.
- 7.2 For cash prizes, photographic identification must be provided in person at least 5 business days in advance of the intended pick up date to enable cheques to be drawn. Photographic identification will also be required when collecting the prize.
- 7.3 Lost cheques will only be reissued within 6 months of their original issue date and only once.
- 7.4 A copy of the Terms and Conditions and/or a signed receipt and acknowledgement must be signed and endorsed by any winner to indicate his/her understanding and acceptance of these terms.
- 7.5 Prizes will only be awarded following winner validation and verification. The determination of the Promoter or such judges as are nominated by the Promoter are final and no correspondence will be entered into.
- 7.6 If a prize is mailed to an entrant by the Promoter the Promoter shall not be responsible for any replacement or compensation if the prize is lost or is delayed so that for example tickets arrive after their scheduled event. It is at the sole discretion of the Promoter whether or not to mail any prize.
8. **PUBLICITY:**
- 8.1 Each entrant consents to the content of their entry and any telephone entries or other call with the Promoter being recorded, broadcast and published online by the Promoter without payment.
- 8.2 If an entrant submits a photograph as part of a Promotion the entrant consents and hereby grants to the Promoter all rights necessary for the Promoter to edit and publish on its website the photograph at the Promoter's discretion and for other publicity purposes associated with the promotion of the Radio Station. The entrant warrants to the Promoter that all parties shown in the photograph have provided their consent for the purposes of the Promotion and that the photograph is in fact a photograph of the entrant where this is a requirement of the Promotion.
- 8.3 Acceptance of a prize constitutes permission for the Promoter to use winner's name, suburb of residence, recording of winner's voice, photos and likeness and filming for advertising and promotional purposes by the Promoter for broadcast by radio and for use on line without compensation, unless otherwise prohibited by law. The winners name will NOT be used or listed in any other form of media without the explicit and written permission of the winner.
9. **EXCLUSION OF LIABILITY:**
- 9.1 The Promoter takes no responsibility for the loss of prizes due to incorrect or imprecise delivery details provided by an entrant.
- 9.2 The Promoter makes no representations or warranties as to the quality, suitability or merchantability of any goods or services offered as prizes.
- 9.3 To the extent permitted by law, the Promoter is not liable for any loss suffered or sustained to personal property and including, but not limited to consequential (including economic) loss by reason of any act or omission, deliberate or negligent, by the Promoter, or its servants or agents, in connection with the arrangement for supply, or the supply, of any goods or services by any person to the prize winner(s) and, where applicable, to any persons accompanying the winners.

9.4 A winner (or his or her guests, parent or guardian as appropriate) may be required to sign and return any liability release provided by the Promoter and/or its contractors as a condition of the prize being awarded. Failure to return the signed releases and indemnities will result in the entitlement to the prize being forfeited and the selection of another winner.

10. **OWNERSHIP OF ENTRIES:**

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

11. **DISQUALIFICATION:**

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

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

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

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

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

12. **TERMINATION:**

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

13. **PARTICIPATION:**

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

14. **PRIVACY:**

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