

**Competition Terms and Conditions Schedule**  
Game of chance

Permit No:  
N/A

<b>1:</b>	<b>Name of Promotion</b>	96FM's \$40,000 Music Mastermind for Tint a Car
<b>2:</b>	<b>Promoter Name &amp; ABN</b>	Radio 96FM Perth Pty Ltd ABN 66 007 082 680
<b>3:</b>	<b>Stations</b>	96FM
<b>4:</b>	<b>Websites</b>	<a href="http://www.96fm.com.au">www.96fm.com.au</a>
<b>5:</b>	<b>State or Territory</b>	WA
<b>6:</b>	<b>Competition Period Start Date &amp; Time</b>	Competition commences at 8.30AM AWST on Monday 12 <sup>th</sup> February 2024.  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 at 5.00PM AWST on Sunday 10 <sup>th</sup> March 2024.  The Promoter reserves the right to: <ul style="list-style-type: none"> <li>(i) amend the contesting period at its absolute discretion including to close the competition within the Competition Period;</li> <li>(ii) terminate the competition subject to any direction from a regulatory authority.</li> </ul>
<b>8:</b>	<b>Entry Restrictions</b>	<ul style="list-style-type: none"> <li>a) Entrants must be 18 years of age or over at the time of entry.</li> <li>b) Entrants must have a valid Australian mobile number to enter.</li> <li>c) Entrants must be a WA resident.</li> <li>d) Promotions are not open to any person, including West Australian residents, entering the competition from outside of Australia.</li> <li>e) 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.</li> <li>f) 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.</li> <li>g) A person that is put to air, or determined as an on air prize</li> </ul>

	<p>winner cannot pass the telephone call on to anyone else, and should this occur, any person that is on air or has been passed the phone in this capacity will not be eligible for a prize, at the discretion of the Promoter.</p> <p>h) If for any technical reason, the phone line drops out, or they are inaudible or they are or they are unreachable for any reason (including without limitation any technical or operator error), the entrant will not be awarded with a prize.</p> <p>i) Entrants may be required to sign a legal indemnity form prior to accepting any prizes.</p> <p>j) 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 <b>\$500 in the 30 days</b> prior to the commencement of the Promotion, <b>\$20,000 in the 6 months</b> or <b>\$50,000 in the past 12 months</b> prior to the commencement of the Promotion.</p> <p>k) 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><b>9. How to enter</b></p>	<p><b>Phone entry:</b></p> <p>At various times during the Competition Period (and in some cases prior to the competition start date):</p> <p>a) The Promoter will solicit on 131065 for callers to participate in '96FM's \$40,000 Music Mastermind for Tint a Car' during a specified time period. The opening and closing time for calls to be received will be at the absolute discretion of the Promoter.</p> <p>b) Entrants who successfully call 131065 and are selected by the Promoter (in its absolute discretion) will be asked to answer one [1] pre-determined music question.</p> <p>c) The selected entrant that answers the music question correctly on-air (in the Promoter's sole and absolute discretion) within five [5] seconds will receive one [1] entry into the major prize draws.</p> <p>d) Entrants who answer the music question incorrectly, will not receive an entry into the major prize draws.</p> <p>e) If the entrant does not answer the music question within five [5] seconds (in the Promoter's sole and absolute discretion) the entrant will be disqualified &amp; will not be placed into the major prize draws. For the avoidance of doubt, if the entrant answers the music question correctly but does not do so within five [5] seconds (in the Promoter's sole and absolute discretion), they may be disqualified on this basis.</p> <p>f) Any additional requirements will be stipulated on air by the Promoter, at their absolute discretion.</p> <p>g) Entrants may be required to go through an eligibility checklist off air (at the absolute discretion of the Promoter) as noted in the entry restrictions. If entrants who successfully call do not meet the eligibility requirements, they will be not go through to participate.</p> <p>h) The Promoter's decision is final, and no correspondence will be</p>

	<p>entered into.</p> <ul style="list-style-type: none"> <li>i) The Promoter will send an SMS to entrants requiring them to enter or verify their personal details. It is the responsibility of the entrant to ensure that this is fully completed &amp; with the correct details. The address provided must be a residential address e.g not a P.O Box. Failure to do so, will forfeit their place in the major prize draw.</li> <li>j) On the day of the announcements of the major winners, entrants 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 a prize (in the absolute and sole discretion of the Promoter).</li> <li>k) If the Entrant does not answer their phone as above, their phone is turned off, engaged, the phone line drops out, they are inaudible or they are unreachable for any reason (including without limitation any technical or operator error), the Promoter may (in its sole and absolute discretion) select another eligible 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.</li> <li>l) The Promoter's decision is final and no correspondence will be entered into.</li> <li>m) A person that is put to air, or determined as an on air prize winner cannot pass the telephone call on to anyone else, and should this occur, any person that is on air or has been passed the phone in this capacity will not be eligible for a prize, at the discretion of the Promoter.</li> <li>n) The Promoter reserves the right in its absolute discretion to refrain from broadcasting any call.</li> </ul>
<p><b>10. Limitation on entries</b></p>	<p>Entrants may enter the competition as many times as they wish however, entrants &amp; their household may only have one [1] entry into any major prize draw.</p> <p>Once an entrant is in a major prize draw, the entrant or their household may not enter again. If any duplicate entries are received from the same entrant or their household these will be removed or deleted prior to the final draws or judging being conducted.</p> <p>Only one [1] entry from each household can be deemed a winner throughout the competition period.</p>
<p><b>11. Challenge Details</b></p>	<p>N/A</p>
<p><b>12. Judging Criteria</b></p>	<p>Each entrant will be individually judged (by representatives of the Promoter) based on the fact sheet the announcers have on hand.</p>
<p><b>13. Draw Details</b></p>	<p><b>Major Draws</b> Four [4] major draws will be conducted, as follows:</p> <ul style="list-style-type: none"> <li>- Draw 1: Drawn Sunday 18th February 2024 between 5.01PM AWST – 10PM AWST. Winner will be notified on air on Monday 19th February 2024 between 5.30AM AWST – 9AM AWST with Clairisy &amp; Lisa at 96FM, Level 1/169 Hay Street, East Perth WA</li> </ul>

	<p>6004.</p> <ul style="list-style-type: none"> <li>- Draw 2: Drawn Sunday 25th February 2024 between 5.01PM AWST – 10PM AWST. Winner will be notified on air on Monday 26th February 2024 between 5.30AM AWST – 9AM AWST with Clairisy &amp; Lisa at 96FM, Level 1/169 Hay Street, East Perth WA 6004.</li> <li>- Draw 3: Drawn Monday 4th March 2024 between 5.01PM AWST – 10PM AWST. Winner will be notified on air on Tuesday 5<sup>th</sup> March 2024 between 5.30AM AWST – 9AM AWST with Clairisy &amp; Lisa at 96FM, Level 1/169 Hay Street, East Perth WA 6004.</li> <li>- Draw 4: Drawn Sunday 10th March 2024 between 5.01PM AWST – 10PM AWST. Winner will be notified on air on Monday 11th March 2024 between 5.30AM AWST – 9AM AWST with Clairisy &amp; Lisa at 96FM, Level 1/169 Hay Street, East Perth WA 6004.</li> <li>- The Promoter may contact entrants prior to the Draw to verify eligibility requirements.</li> <li>- Proxy's will not be accepted should the entrant be unavailable to answer their phone on the day of the winner announcements.</li> </ul>
<b>14: Prize Details</b>	<p>There are up to [4] major prizes to be won for up to four [4] winners;</p> <ul style="list-style-type: none"> <li>• Ten Thousand Dollars [\$10,000 AUD] transferred to the winner's nominated bank account via electronic funds transfer.</li> </ul> <p>If an Entrant is deemed a winner, they will receive one (1) prize only.</p>
<b>15: Total Prize Value</b>	Up to \$40,000 AUD (inc GST)
<b>16: Winner Notification</b>	<p>Major prize winners will be notified by a call to their mobile number on-air if they have been successful in winning a prize.</p> <p>Major prize winners will then be contacted after winning via phone or email to organise the prize.</p>
<b>17. Publication Details</b>	The winner of the major prize may be published on the 96FM Station Website 'WIN' Page or via social media.
<b>18: Prize Claim and Delivery</b>	<p>The major prizes must be claimed by 12PM AWST on Wednesday 13th March 2024 by the winner providing the Promoter with a scanned signed copy of winner's prize indemnity form. If this documentation is not provided by on 12PM AWST on Wednesday 13th March 2024, the prize will be forfeit by the winner.</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</p>

	<p>purposes of prize redemption.</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><b>Where the prize is money</b> The prize money will be transferred to the winner's nominated bank account via electronic funds transfer within 28 business days. This may take up to 4 weeks to show up in the winning contestant's nominated bank account. The promoter takes no responsibility for incorrect account details supplied by the winner, and no compensation will be provided in the event that erroneous details are provided.</p>
<p><b>19. Prize Claim Date and Time &amp; Unclaimed Prize Draw</b></p>	<p>The major prizes must be claimed by 12PM AWST on Wednesday 13th March 2024 by the winner providing the Promoter with a scanned signed copy of winner's prize indemnity form. If this documentation is not provided by on 12PM AWST on Wednesday 13th March 2024, the prize will be forfeit by the winner.</p> <p>Unless otherwise specified by The Promoter prize/s must be claimed within 3 months from the date of the contest and win.</p> <p><b>Unclaimed prize draw</b> There will be no unclaimed prize draw.</p>
<p><b>20. Special conditions</b></p>	<p><b>General</b> 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).</p> <p>Prizes awarded are subject to availability and are at the complete discretion of the Promoter.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>

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.

**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 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.

**Promoter's right to request further information**

The Promoter, in its sole and absolute discretion, may request for more information with respect to an entry. Contact by the Promoter or the Station does not mean that the entry is deemed the winner.

**Promoter's right to exclude any entrant**

The Promoter reserves the right to exclude any entrant in its absolute discretion, including should it deem an entrant to be unsuitable for participation in the promotion.

**Phone calls**

If an entrant's phone line drops out, or for any reason the entrant's answer is inaudible, or the announcers are unable to hear the entrant on the phone line, or they are unreachable for any reason (including without limitation any technical or operator error), 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.

	<p><b>Pre-record where the contesting segment cannot run live</b> 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.</p> <p><b>Consent to broadcast participation in contest</b> 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.</p> <p><b>Consent to further contact by the Station</b> 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.</p> <p>The Promoter will only collect and use your details in accordance with its Privacy Policy at <a href="http://www.arn.com.au/about-us/privacy-policy/">http://www.arn.com.au/about-us/privacy-policy/</a></p> <p><b>Indemnity</b> 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.</p> <p><b>Filmed activities / challenges</b> 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.</p> <p><b>Consent to broadcast participation in offsite contest</b> 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.</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

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### General Terms and Conditions for Promotions & Competitions

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

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

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

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

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

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

- 3.1 Promotions are open to permanent residents in the State or Territory in which details of the Promotion are broadcast by the Radio Station unless otherwise specified in the Terms and Conditions.
- 3.2 Some Promotions will only be open to persons who are 18 years of age or older at the time of lodging their entry.
- 3.3 The Promoter may specify health, fitness or other requirements for entry if a Promotion requires any form of participation on the part of the entrant or other persons. Such requirements will be determined by the Promoter at its discretion with regard to the health and safety of all participants.
- 3.4 The Promoter may at its discretion withdraw or exclude any person from the Promotion or participation in any prize based on that person's health or medical history.
- 3.5 Unless otherwise stated in a Schedule for a Promotion, each entrant may only enter a Promotion once.
- 3.6 Entries can only be made in an individual's own name and in their own capacity and no entry can be made for or on behalf of any other person, venture or organisation.
- 3.7 Promotions are not open to:
  - (a) employees of, or contractors to, the Promoter or any of its agencies involved with the Promotion;



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

- 3.8 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.