

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

**Permit No:**  
NSW Permit No.  
LTPS/19/38125

<b>1: Name of Promotion</b>	Kyle and Jackie O's Set You Up For Life
<b>2: Promoter Name &amp; ABN</b>	Commonwealth Broadcasting Corporation Pty Ltd (trading as KIIS 1065) ABN 44 000 019 796
<b>3: Stations</b>	KIIS 106.5
<b>4: Websites</b>	<a href="http://www.kiis1065.com.au/">http://www.kiis1065.com.au/</a>
<b>5: State or Territory</b>	NSW
<b>6: Competition Period start Date &amp; Time</b>	The competition commences from 6am (AEDST) on Monday 30 <sup>th</sup> September 2019
<b>7. Competition Period close Date &amp; Time</b>	The final contest will take place and entries will close at 3pm Wednesday 4 <sup>th</sup> December 2019  Major Prize Draw will take place between Thursday 5 <sup>th</sup> and Friday 6 <sup>th</sup> December at a time to be determined by the promoter.
<b>8. 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 reside permanently in NSW</li> <li>c) Entrants must be able to attend a live event on Thursday 5<sup>th</sup> or Friday 6<sup>th</sup> December 2019, between 5am -12pm, as specified by the promoter at the KIIS Studios (3 Byfield Street, North Ryde NSW) or such other location in the Sydney area as specified by the Promoter in its discretion.</li> <li>d) Entrants must be available on the date and time specified by the promoter or they will forfeit their entry to the Major Prize Draw.</li> <li>e) For additional entries involving social media entry, entrants must have their profiles set to 'public' or viewable by the public in respect of any material submitted as part of their entry. Material must not be submitted which is obscene, defamatory, in breach of intellectual property or is otherwise deemed by the Promoter (in its absolute discretion) to be inappropriate.</li> <li>f) For additional entries via the iHeartRadio app, entrants must have the app downloaded on their phones and have registered their details, in full, with iHeartRadio. Entrants must have</li> </ul>

	<p>‘push’ notifications activated in their settings.</p> <p>g) For additional entries via the KIIS Street Teams, entrants must be able to confirm ID to a representative of the Promoter at the time of entering.</p> <p>h) Entrants may be required to participate in marketing and publicity purposes with the Promoter.</p> <p>i) Entrants acknowledge that they must be contactable by the Promoter in accordance with the Major Prize Draw details 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><b>9. How to enter</b></p>	<p><b>Phone entry:</b></p> <p>At various times during the Competition Period:</p> <p>(a) Listeners will be invited to call 13 1065 when they hear the ‘key song’ within the specified time period.</p> <p>(b) Listeners who successfully call 13 1065 and are selected by the Promoter as the “nominated caller” and put to air by the Promoter (in its absolute discretion) will be placed in the ‘Major Prize Draw’. The promoter’s decision is final, and no further correspondence will be entered into.</p> <p>(c) There will be a maximum of one (1) caller taken per contesting spot.</p> <p>(d) At various times across the competition period the promoter may offer bonus hours where “nominated callers” receive bonus entries into the ‘Major Prize Draw’. The promoter will specify at the time of contesting if this applies (in its absolute discretion). The nominated callers selected by the Promoter (as determined in their absolute discretion) will be placed in the Major Prize Draw. To be eligible for ‘bonus hour’ the callers must be a registered iHeartRadio user.</p> <p><b>Other entry:</b></p> <p>At various times across the Competition Period the promoter at its absolute discretion may open alternative forms of entry into the Major Prize Draw’.</p> <p>This may include but is not limited to entries via the station website, at live events, street team, via station SMS text. The promoter will specify the specific mechanic and rules for entry and selection into the Major Prize Draw either online, on air, in person (for street team activities), or via social media (as applicable).</p> <p>The promoter will determine at its absolute discretion the opening and closing times for the receipt of calls/ entries/solicits on each Contesting Day.</p> <p>Each selected entrant will receive one (or more at the discretion of the Promoter) entry into the Major Prize Draw, to be conducted in accordance with the Major Prize Draw Details below. All entrants of the</p>

	<p>Major Prize Draw will be invited to the event to participate in the Major Prize Draw.</p> <p>The promotion is not open to employees, or immediate family members of employees, of Wisdom Properties Group Pty Ltd or its related entities.</p>
<b>10. Limitation on entries</b>	<p>Listeners may enter the competition as many times as they wish and may receive multiple entries into the Major Prize Draw however entrants may only win one major prize.</p>
<b>11. Verification Requirements</b>	<p>Entrants must satisfy all Verification Requirements when requested by the Promoter in order to participate in the Major Prize Draw, such requirements may include but are not limited to; the following:</p> <ul style="list-style-type: none"> <li>A. Completing a KIIS Declaration of Eligibility.</li> <li>B. Completing a KIIS indemnity and release form.</li> <li>C. Completing a KIIS use of image or footage release.</li> <li>D. Completing an indemnity of a third party related to the Promotional activities / events.</li> <li>E. Providing a copy of photo identification (to verify identity).</li> <li>F. Providing a signed copy of these terms and conditions.</li> <li>G. Providing any documentation which the Promoter and/or the Promoters Insurer reasonably requests for the purposes of prize redemption.</li> </ul> <p>Any entrant who refuses to sign an indemnity and/or any other documentation as requested by the Promoter, may be disqualified from the Promotion.</p>
<b>12. Other Entry Draw Details</b>	<p>If the Promoter solicits for entries under 'Other Entry' in item 9 above, it may conduct draws (Entry Draws) to determine entries into the Major Prize Draw. Entry Draws will be conducted off site (for street team activities) or at 3 Byfield St, North Ryde NSW.</p>
<b>13. Major Prize Draw Details</b>	<ul style="list-style-type: none"> <li>A) Each entrant in the Major Prize Draw will be required to attend the station for the Major Prize Draw approximately between 5:00am -12pm on Thursday 5<sup>th</sup> or Friday 6<sup>th</sup> December 2019, (determined by the promoter) 2019 at ARN Sydney, 3 Byfield Street, North Ryde, 2113, NSW.</li> <li>B) All entrants invited to attend the Major Prize Draw must attend between the nominated time and date (determined by the promoter) and must register with the Promoter. Each entrant will be given a docket with an allocated number when they register (<b>Numbered Docket</b>).</li> <li>C) The winning number will be computer generated by the promoter on site at the event. This number will be randomly selected from the numbers allocated to entrants that attend and have registered at the Major Prize Draw (as shown on the Numbered Dockets).</li> <li>D) As each entrant is invited to try to open a locked door they will</li> </ul>

	hand in their Numbered Docket and be given an envelope marked with the number that matches the number on their Numbered Docket. Each envelope will contain a key. Only one (1) of the keys will open a door which contains the Major prize. The other keys will not open the door or contain a prize.
<b>14: Prize Details</b>	<p>There is ONE (1) major prize to be won, as follows:</p> <p><b>a)</b> A House and Land Package consisting of:</p> <ul style="list-style-type: none"> <li>- House and land up to the total value of \$750,000 including stamp duty and transfer fees for the transfer of the property to the Winner.</li> <li>- <b>TOTAL VALUE OF HOUSE AND LAND PACKAGE \$750,000</b>The major prize is non-transferable to other persons, non-exchangeable and non-redeemable for cash</li> <li>- Within 28 days of winning the major prize, the major prize winner must enter into a Deed with Wisdom Properties Group Pty Ltd (trading as Hoot Homes), which will provide for the construction and transfer of the House &amp; Land Package to the winner including reasonable legal and conveyance costs of the winner.</li> <li>- The Deed to be entered into by the winner will include covenants for the development in which the House &amp; Land are located, and various disclaimers and limitations on liability.</li> </ul> <p><b>b)</b> A brand new car including 12 months registration, CTP (third party insurance) and stamp duty (government tax) valued at a minimum of \$10,000.</p>
<b>15: Total Prize Value</b>	Up to \$765,000 inc GST
<b>16: Winner Notification</b>	Winners will be notified, in person on air at the time of winning
<b>18. Publication Details</b>	The Major Prize Draw winner will be published on the Station Website 'WIN' Page.
<b>19: Prize Claim and Delivery</b>	<p>a. The Prize must be claimed by 6th December 2019</p> <p>b. The car will be available for collection from a dealership as specified by the Promoter in their sole and absolute discretion. The Station will contact the winner to arrange prize collection.</p> <p>c. The House Prize package will be built and transferred to the winner within approximately 12 months of the prize being awarded.</p>
<b>21. Special conditions</b>	<b>A) The House and Land Package</b>

	<p>The major prize is non-transferable to other persons, non-exchangeable and non-redeemable for cash.</p> <p>Within [28 days] of winning the major prize, the major prize winner must enter into a Deed with Wisdom Properties Group Pty Ltd (trading as Hoot Homes) which will provide for the construction and transfer of the House &amp; Land Package to the winner. The Deed will require the winner to enter various other documentation for the purposes completing the transfer of the Land and Home Package to the winner.</p> <p>The Deed to be entered into by the winner will include covenants for the development in which the House &amp; Land are located, and various disclaimers and limitations on liability.</p> <p>The house and land build will commence in December 2019 and will be completed and transferred to the winner within approximately 12 (twelve) months of the prize being awarded. The winner will not be able to request amendments or change the house plans.</p> <p>All on going expenses associated with owning the prize (e.g. rates, water, statutory charges, insurances, Land Tax (if not the winner's primary residence) and all other ancillary costs associated with owning and maintaining the prize will be the sole responsibility of the winner from the Transfer Date detailed in the Deed.</p> <p>All rates/fees/charges for the period up to and including the Transfer Date will be paid by the Prize Provider.</p> <p>The Prize winner is solely responsible for any damage or changes to the property following the Transfer Date.</p> <p>The Prize Provider will transfer the property to the winner on the Transfer Date detailed in the Deed.</p> <p>The Promoter and/or Prize Provider may require the winner to sign such documentation as the Promoter requires to enable the transfer of the prize into their name, including without limitation any documentation necessary to give effect to ownership of the prize to the prize winner.</p> <p>Images used to portray the prize are for display purposes only and may not depict the exact prize in detail. The prize value is in Australian dollars and is the recommended retail value as provided at time of advertising the competition. The Promoter accepts no responsibility for any variation in the value of the prize.</p> <p>Independent financial advice should be sought as tax and other implications may arise as a result of accepting the prize. It is recommended that eligible entrants obtain independent legal advice about the Promotion prior to entering the draw and or accepting the Prize.</p> <p>All details and correspondence regarding the transfer of the prize to the winner will be between the Prize winner and Prize Provider and the Promoter will not be responsible.</p>
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	<p>Other:</p> <ul style="list-style-type: none"> <li>• By entering this competition, Entrants grant to the Promoter a perpetual, non-exclusive, royalty free licence to 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 connection with the Competition.</li> <li>• If an Entrant is deemed a winner, they will receive one (1) prize only.</li> <li>• The Promoter reserves the right to amend the contesting period at its absolute discretion in accordance with state legislative rules;</li> <li>• the Promoter reserves the right to terminate the competition subject to any direction from a regulatory authority.</li> <li>• The Promoter (at their discretion) may also provide listeners with clues at any time throughout the competition.</li> <li>• The Promoter's decision is final, and no further correspondence will be entered into.</li> </ul> <p><b>Events</b></p> <p>Entrants must be able to attend a live event for the Major Prize Draw on between Thursday 5th and Friday 6th December at a time to be determined by the promoter at the KIIS 1065 Studios (3 Byfield Street, North Ryde NSW). Entrants unavailable to attend will forfeit their entry.</p> <p><b>Photos/Videos and other material submitted as part of Entry</b></p> <p>By entering this competition, Entrants agree that:</p> <ul style="list-style-type: none"> <li>- All photos, videos or other material submitted as part of their entry and owned by them;</li> <li>- Materials do not contain images or copyright materials of anyone else unless they have the express consent of that person(s);</li> <li>- Materials do not contain anything which is (as determined by the Promoter in its discretion) obscene, defamatory, or otherwise inappropriate.</li> <li>- For the avoidance of doubt, the Promoter reserves the right to invalidate any entry which does not meet the criteria above.</li> </ul> <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>The promoter reserves the right to contact entrants across the competition entry period for use on air or online to promote the competition. This does not provide any further entries or advantage in</p>
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	<p>the competition.</p> <p>Should the contesting segment not be able to run live, the Promoter will pre-record a contest with the contestants which will run within the contesting period.</p> <p>Entrants must comply with all aspects of these terms and any additional conditions as stipulated by the Promoter or the Prize Provider. Failure to do so may result in forfeiture of the major prize.</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 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.