Competition Terms and Conditions Schedule

Game of Chance

1:	**Name of Promotion**	Win Tickets to Elton John 'Farewell Yellow Brick Road' in Australia 2023!
2:	**Promoter Name and ABN**	Australian Radio Network Pty Ltd (ARN) ABN 95 065 986 987
3:	**Stations**	iHeartRadio WSFM 101.7 GOLD 104.3 KIIS 97.3
4:	**Websites**	https://www.iheartradio.com.au/ https://www.wsfm.com.au/ https://www.gold1043.com.au/ https://www.973fm.com.au/
5:	**State or Territory**	New South Wales Victoria Queensland
6:	**Competition Period Start Date and Time**	Competition commences Monday, 1st August 2022 at 4.00PM AEST. The Promoter reserves the right to tease the Promotion prior to the Competition start date.
7:	**Competition Period Close Date and Time**	Competition concludes Sunday, 21st August 2022 at 11.59pm AEST or whenever the Prize has been awarded. The Promoter reserves the right to: (i) amend the Contesting Period at its absolute discretion including to close the Competition within the Competition Period; and (ii) terminate the Competition subject to any direction from a regulatory authority.
8:	**Entry Restrictions**	(a) Entrants must be eighteen (18) years of age or over at the time of Entry. (b) Promotions are not open to any person, including Australian residents, entering the Competition from outside of Australia. (c) 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. (d) 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. (e) Entrants may be required to sign a legal indemnity form prior to accepting any Prizes.

	(f) Entrants must be Australian residents and have a registered address in either New South Wales, Victoria, or Queensland. (g) Entrants must have their social media profile set to "public" or viewable by the public in respect of any material as part of their Entry. (h) Entrants must be willing for their photos, videos or other material submitted as part of their Entry to be published, including later publication by the Promoter for the purposes of the Promotion. (i) Entrants must be a registered iHeartRadio user. A registered user means anyone who is an Australian resident who has downloaded the iHeartRadio App and registered their details or who is an Australian resident who has registered with iHeartRadio with their details online at https://www.iheart.com/. (j) For entries via the iHeartRadio app, Entrants must have the app downloaded on their phones and have registered their details with iHeartRadio. (k) Entrants must be able to travel to the Prize destination and attend the Elton John concert on the specified date in their dedicated State. Entrants unavailable to travel and attend will forfeit their Entry.
9: How to Enter	During the Competition Period: (a) Listeners will be invited via Station on-air commercials, and / or via iHeartRadio communications – electronic direct mail, in-app notifications and messages, and / or via social media to visit the Station Website and complete the online Entry Form, including by providing their contact details – full name, phone number, address, email address, date of birth. (b) All valid and eligible Entries received will be placed into a random electronic Prize Draw. (c) The Promoter will randomly draw three (3) Prize Winners (one (1) Prize Winners per State – New South Wales, Victoria and Queensland who will each receive a Prize. **Bonus Entry** Upon completing the online Entry Form, Entrants will be presented with one (1) opportunity for Bonus Entries as outlined below. All Bonus Entries will be capped at one (1) per Entrant for the below. iHeartRadio - Entrants will be presented with an icon to listen to the Elton John station on iHeartRadio (https://www.iheart.com/artist/elton-john-5041/) - Entrants who click on this icon and listen to the station will receive an additional one (1) Competition Entry.
10: Limitation on Entries	Limitations on Entries are as follows: - Entrants may only submit one (1) Entry into the Competition on behalf of themselves. - One (1) additional Entry into the Competition for an Entrant who clicks on the listen to the Elton John station on iHeartRadio icon

	(https://www.iheart.com/artist/elton-john-5041/) and listens to the station. This opportunity for Bonus Entries is capped at one (1) per Entrant.
11: Challenge Details	N/A
12: Judging Criteria	N/A
13: Draw Details	**Major Draw** One (1) Major Draw will be conducted, as follows: - **Draw:** 10.00am AEST Tuesday, 23rd August at ARN – 3 Byfield Street, North Ryde, New South Wales 2113 - The Promoter may contact Entrants prior to the Draw to verify eligibility requirements. **Unclaimed Prize Draw** Any Unclaimed Prize Draw will be conducted at 10.00am AEST Tuesday, 22nd November 2022 at ARN – 3 Byfield Street, North Ryde, New South Wales 2113 by a Station Representative.
14: Prize Details	**New South Wales Prize** There are up to one (1) prize to be won for one entrant with a registered address in New South Wales: - One (1) Double Pass to attend the Elton John 'Farewell Yellow Brick Road' concert on Wednesday, 18th January 2023 at Allianz Stadium, Sydney, New South Wales, valued at up to $550.00 AUD including GST. **Victoria Prize** There are up to one (1) prize to be won for one entrant with a registered address in Victoria: - One (1) Double Pass to attend the Elton John 'Farewell Yellow Brick Road' concert on Friday, 13th January 2023 at AAMI Park, Melbourne, Victoria, valued at up to $550.00 AUD including GST. **Queensland Prize** There are up to one (1) prize to be won for one entrant with a registered address in Queensland: - One (1) Double Pass to attend the Elton John 'Farewell Yellow Brick Road' concert on Saturday, 21st January 2023 at Suncorp Stadium, Brisbane, Queensland, valued at up to $550.00 AUD including GST. Once a Winner has been allocated tickets to an event, they are ineligible to win any additional tickets to the same event. If an Entrant is deemed a Winner, they will receive one (1) Prize only. Prizes awarded are subject to availability and are at the complete discretion of the Promoter. All Prizes are non-transferable. Any Prize that is found to be for sale or on-sold will be cancelled and will not be reissued.

		No refund or exchange will be given for any Prize.
15:	**Total Prize Value**	Up to $1,650.00 AUD (including GST)
16:	**Winner Notification**	Winners will be notified: - via email; and / or - via telephone.
17:	**Publication Details**	Winners of Prizes valued at over $500.00 AUD (including GST) will be published on the Station Website 'WIN' Page.
18:	**Prize Claim and Delivery**	Prizes must be claimed by 10.00am AEST Tuesday, 22nd November 2022 in order for the Winners to attend the Elton John show in their State. 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. Winners may also be required to provide any documentation which the Promoter and / or the Promoter's insurer reasonably requests for the purposes of Prize redemption. If the Prize has been arranged for a certain time / date, then the Winner must be available to take this as specified by the Promoter. If the Winner is unable to facilitate this, then they may be required to forfeit the Prize. 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. Prizes may be provided to the Prize Winners by the Prize Provider and can be delivered to the Winner's residential address via mail or delivered via email.
19:	**Prize Claim Date and Time and Unclaimed Prize Draw**	**Prize Claim** Unless otherwise specified by The Promoter, Prizes must be claimed within three (3) months from the date of the Contest and Win. If the Winner does not claim their Prize within a three (3) months period, they will forfeit their Prize. The Promoter will not be liable for Prizes that are damaged or lost in the mail or not delivered to the Winner due to external circumstances outside of the Promoter's control. No compensation or replacement Prizes will be offered. **Unclaimed Prize Draw** Any Unclaimed Prize Draw will be conducted at 10.00am AEST Tuesday, 22nd November 2022 at ARN – 3 Byfield Street, North Ryde, New South Wales 2113 by a Station Representative.
20:	**Special Conditions**	**General** The Promoter's decision is final and no correspondence will be entered into regarding the award of any Prize or the pronouncement of a Winner or Winners (as applicable).

	Prizes awarded are subject to availability and are at the complete discretion of the Promoter. Should any elements of the Prize be changed, moved, cancelled or not available for any unforeseen reason or for reasons outside of the Promoter's control (including for example COVID-19), the Promoter takes no responsibility and the Prize Winners will not be compensated. Prior to acceptance of any Prize, the Promoter may require the Winner to sign documents including a Prize acceptance form, consent to broadcast (such as an image or footage release), liability or publicity waiver or indemnity form. Any Winner that fails to sign any required documentation as requested by the Promoter may be disqualified from the Promotion. 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, online and / or via social media, the new end time of the Competition. **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 https://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 media. The Promoter also has the option to extend the existing Contesting day should it be required for any reason. **Promoter's Right to Request Further Information** The Promoter, in its sole and absolute discretion, may request for more information with respect to an Entry. Contact by the Promoter or the Station does not mean that the Entry is deemed the Winner. **Promoter's Right to Exclude Any Entrant** The Promoter reserves the right to exclude any Entrant in its absolute discretion, including should it deem an Entrant to be unsuitable for participation in the Promotion. **Photos / Videos / Answers and Other Material Submitted as Part of Entry** By entering this Competition, Entrants agree that: - all photos, videos or other material submitted as part of their Entry are owned by them; - materials do not contain images or copyright materials of anyone else unless they have the express consent of that person(s); and - materials do not contain anything which is (as determined by the Promoter in its discretion) obscene, defamatory, discriminatory or otherwise inappropriate. For the avoidance of doubt, the Promoter reserves the right to invalidate any Entry which does not meet the criteria above.

	Consent to Further Contact by the Station By entering this Promotion, you agree that the Promoter or its related entities can contact you for future promotions, including but not limited to, using your details and broadcasting them on-air, online and / or social media. The Promoter will only collect and use your details in accordance with its Privacy Policy at https://arn.com.au/privacy-policy/. **Opt-ins for Marketing by Sponsor or Prize Provider** If you opt-in to receive more information from Live Nation, you consent to us sharing your personal information with Live Nation. Live Nation may use your personal information for the purpose of sending you information regarding its products and services, and will otherwise handle your personal information in accordance with its Privacy Policy available at https://www.livenation.com.au/privacy. The handling of personal information by ARN will be in accordance with its privacy policy at https://arn.com.au/privacy-policy/. **Consent to Broadcast Participation in Contest** By entering this Competition, Entrants grant to the Promoter a perpetual, non-exclusive, royalty free licence to use their name, image, voice, likeness, biographic information or any other material that identifies them, including any photographic, visual or sound recordings of the same (collectively, Recordings), for the purposes of conducting the Competition and for marketing and promotional purposes. This licence includes any social media material published in accordance with the Competition. **Indemnity** Contestants indemnify the Promoter and its related entities against any claim, action, proceeding, loss or expense arising out of any liability for claims by a third party, or any claims they may have, caused by or in connection with their participation in the Competition or the acceptance of any Prize. The Promoter has no ongoing liability to the Entrant or their nominated person, for any reason whatsoever. **Facebook / Instagram / Twitter** The Promoter reserves the right to solicit for Entrants on Facebook, Instagram and Twitter and invite them to register for the Promotion. When entering this Promotion, you agree to release Facebook, Instagram and Twitter from all liability and claims arising out of or in connection with the Promotion or these Terms and Conditions. You acknowledge and agree that your Entry must be in accordance with Facebook, Instagram and Twitter's Statement of Rights and Responsibilities and can be removed at any time by the Promoter or otherwise in accordance with Facebook, Instagram and Twitter's Statement of Rights and Responsibilities. The Competition is in no way sponsored, endorsed, administered by, or associated with Facebook, Instagram and Twitter. Any questions, comments, or complaints regarding the Promotion should be directed to the Promoter. When entering the Promotion, you are providing your information to the Promoter and not to Facebook, Instagram or Twitter.

	Costs associated with accessing the Facebook, Instagram or Twitter pages or accounts remain an Entrant's responsibility and may vary depending on the internet service or telecommunications provider used. **Special Conditions for Event Tickets** If a Prize comprises tickets or attendance at any function, screening, event or performance, the Promoter accepts no responsibility or liability in respect of the function, screening, event or performance. Should the function, screening, event or performance be cancelled, postponed or otherwise varied, including but not limited to the substitution of any 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. Any tickets awarded as part of a Prize are subject to the event venue and ticket Terms and Conditions, including any applicable age restrictions, and any Conditions placed by the event providers. The Winner will in all respects be bound by and comply with the Terms and Conditions applicable to such function, screening, 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, screening, event or performance, or their respective contractors or representatives the right to refuse the Winner and / or any guests of the Winner entry or service. If the Prize includes attending an event where alcohol is served, then a Winner and any accompanying guests must be eighteen (18) years of age or over and must carry photo identification with them at all times. The Promoter and event organisers hereby expressly reserve the right to eject any Winner and any companion for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the Prize.

The Australian Radio Network General Terms and Conditions as published on the Station Website and available from the Stations reception on request subject to such variations may be provided for in this Schedule.

AUSTRALIAN RADIO NETWORK

General Terms and Conditions for Promotions & Competitions

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

1. **THIS DOCUMENT:**

1.1 The following General Terms & Conditions apply to all competitions, giveaways and promotions ("**Promotion/s**") run by this ("**Radio Station**").

1.2 In the event that a Competition Terms and Condition Schedule ("**Schedule**") has been published in respect of a Promotion then these General Terms and Conditions are subject to all terms and variations as are specified in the Schedule for the purposes of that Promotion.

1.3 The "**Promoter**" is the operating entity of the Radio Station unless otherwise specified in a Schedule for the Promotion.

1.4 These General Terms and Conditions and the terms and conditions of any applicable Schedule are collectively referred to as the "**Terms and Conditions**".

2. **CONDITIONS OF ENTRY:**

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

3. **WHO MAY ENTER PROMOTIONS:**

3.1 Promotions are open to permanent residents in the State or Territory in which details of the Promotion are broadcast by the Radio Station unless otherwise specified in the Terms and Conditions.

3.2 Some Promotions will only be open to persons who are 18 years of age or older at the time of lodging their entry.

3.3 The Promoter may specify health, fitness or other requirements for entry if a Promotion requires any form of participation on the part of the entrant or other persons. Such requirements will be determined by the Promoter at its discretion with regard to the health and safety of all participants.

3.4 The Promoter may at its discretion withdraw or exclude any person from the Promotion or participation in any prize based on that person's health or medical history.

3.5 Unless otherwise stated in a Schedule for a Promotion, each entrant may only enter a Promotion once.

3.6 Entries can only be made in an individual's own name and in their own capacity and no entry can be made for or on behalf of any other person, venture or organisation.

3.7 Promotions are not open to:

(a) employees of, or contractors to, the Promoter or any of its agencies involved with the Promotion;

(b) the spouse, de facto spouse, parent, natural or adopted child, or sibling (whether natural or adopted by a parent) of such employees and contractors (whether or not they live in the same household);

(c) any person who is discovered to have used or attempted to use any more than one name in order to qualify to win any Promotion run by the Promoter except in the case of a legal change of name;

(d) any person where that person or anyone from the same family or household has won a prize or prizes from the Promoter on the radio station or on any station owned or controlled by the Australian Radio Network valued either individually or collectively at more than **$500 in the 30 days** prior to the commencement of the Promotion, or **$20,000 in the 6 months** prior to the commencement of the Promotion.

3.8 Entrants must not have any prior criminal convictions, AVOs or Police records and the Promoter reserves the right to terminate their involvement with the Entrant if this sub-clause is found to be in breach at any time throughout the contesting period.

3.9 All contestants acknowledge and agree that the Promoter can rely on the Terms and Conditions and in particular, this Clause 3 even if the Promoter only learns of a person's ineligibility after the Promoter has or appears to have awarded the prize to the ineligible person. In those circumstances, the Promoter can require return of the prize or payment of its value to the Promoter.

4. **ENTRY REQUIREMENTS:**

4.1 All entries must be lodged in accordance with the requirements of the Terms and Conditions for the specific Promotion.

4.2 The Promoter is entitled at its sole discretion to reject or disqualify any entry which it determines to be incomplete or ineligible or which in the sole opinion of the Promoter contains unlawful, defamatory, offensive or other material which if published or broadcast would place the business interests of the Promoter at risk or adversely effect the goodwill, name or reputation of the Promoter.

4.3 All entries in any form, whether written or delivered by email, telephone, SMS or otherwise are deemed received only upon actual receipt of a complete and eligible entry by the Promoter. In the case of online entries by way of website or other communication application, an entry will not be deemed received unless and until a complete and legible entry is received onto the Promoter database. The Promoter shall have no responsibility for the failure of any means of communication whether within the Promoter's control or otherwise.

4.4 Where entries are made by SMS, the maximum cost of each SMS is 55 cents (including GST). Participation will only be open to entries submitted from the Participant's own telephone and where such telephone allows caller ID, is SMS compatible and is connected via a service provider which allows the receipt of text and premier messaging.

5. **PRIZES:**

5.1 All prizes will be awarded either:

(a) where a Schedule applies in respect of the Promotion, as provided for in that Schedule; or

(b) in other cases as is published by the Promoter in respect of the Promotion.

5.2 All prizes must be collected within 3 months of the date of notification of winners as provided for below. Subject to the regulatory requirements of the individual States or Territories, prizes not collected within 3 months will be forfeited and will be redistributed into the prize pool of the associated station and used for alternative contest giveaways. See clause 16 regarding Prize Claim and Delivery.

5.3 All prize items are valued based on recommended retail pricing inclusive of GST and the Promoter takes no responsibility for any variation in item values.

5.4 Any taxes which may be payable as a consequence of a winner receiving the prize are the sole responsibility of that winner.

5.5 Prizes are non-transferable and may not be redeemed for cash.

5.6 All "cash" prizes will be paid to by bank transfer to the winner's nominated bank account. Payments will only be made to the account owned by the winner. Winner's must provide the correct details for their nominated bank account and they will not be compensated if incorrect details are provided resulting in cash prizes being paid to the wrong account. Alternatively, winners can request a cheque be drawn, payable to the winner only.

5.7 If the specified prize becomes unavailable due to general unforeseen circumstances, the Promoter may substitute a prize of like or equal value, subject to state regulations.

5.8 If the specified prize becomes unavailable due to acts of terrorism or acts of god (IE earthquake – or other natural disaster). The Promoter and its associated promotional partners will not be liable for replacement of any prize.

5.9 If a prize comprises tickets or attendance at any function or event, the Promoter accepts no responsibility or liability in respect of the function or event. Should the function or event be cancelled, postponed or otherwise varied, including but not limited to by the substitution of the promoted performers, then the Promoter has no responsibility to provide alternate or substitute tickets or to provide any cash equivalent in substitute for the tickets. The winner will in all respects be bound by and comply with the terms and conditions applicable to such event or performance including but not limited to the requirements for responsible service of alcohol and the right of the Promoter, the organiser of such a function or event or their respective contractors or representatives the right to refuse the winner and/or any guests of the winner entry or service.

5.10 Where a prize includes backstage or other opportunities to meet performers or celebrities, all such opportunities are at the discretion of the relevant artist or celebrity and their management and the Promoter will not be responsible or liable in the event that such meet and greet opportunities do not take place and no replacement tickets, cash substitute or other compensation will be payable in any form by the Promoter in these circumstances.

5.11 If a prize includes attending an event where alcohol is served, then a winner and any accompanying guests must be 18 years of age or over and must carry with them at all times during such event valid photographic identification and must provide such proof of age for inspection on request.

5.12 If a prize comprises vouchers, then all vouchers will be subject to the terms and conditions of the provider of the vouchers and the expiry date specified by the provider of the voucher.

5.13 Unless otherwise specified, the class of travel for a travel prize incorporating an airfare is economy class.

5.14 Any prize comprising accommodation will be for accommodation costs only and does not include additional charges (such as mini bar, in-room entertainment, dry cleaning, room service or other additional charges) unless additional room service or other related charges are expressly stated to be included in the Schedule for the Promotion.

5.15 All prizes awarded are for the benefit of the entrant only unless otherwise specified in a Schedule for the Promotion and are non-transferable. Prizes must be used within the applicable time frames and dates specified for the purposes of the Promotion and may be subject to availability and school holiday or peak season exclusions.

5.16 Where a prizes includes travel, it is the responsibility of the winner to take out appropriate travel and related insurance at their own cost.

5.17 If a prize includes overseas travel then unless otherwise specified in a Schedule for the Promotion, the prize will exclude applicable Government taxes and charges. It is the responsibility of the entrant to ensure they and any accompanying persons hold valid passports and comply with all legal and regulatory requirements for the travel component of any prize.

All travel is at the entrant's own risk and the Promoter accepts no liability or responsibility whatsoever in respect of loss or injury caused during such travel. Failure for any reason to utilise a prize comprising travel within the specified dates will result in the forfeiture of the prize.

5.18 The Promoter may at its absolute discretion withdraw or exclude any person from the Promotion or participation in any prize if that person at any time behaves in a manner which in the opinion of the Promoter or the staff contractors or representatives of the operator of any event comprising a prize in a Promotion is inappropriate or offensive or is or could be considered antisocial, dangerous or threatening or which may cause injury to themselves or any other person.

5.19 The decision of the Promoter will be final in determining the winner of each Promotion. This will include but not be limited to adjudicating on whether answers to quizzes are correct or otherwise and in the event of a tie or draw in a Promotion determining at its discretion which entrant shall be declared the winner.

5.20 If the Promoter becomes aware at any time, including after a winner has been announced, that an entrant has not complied with these Terms and Conditions or other terms and conditions of the Promotion, the entrant will have no entitlement to any prize and, as required by the Promoter, must return or repay the full value of any prize received.

6. PARTICIPATION IN ACTIVITIES AND PRIZES AND INDEMNITY:

6.1 Any entrant or winner participating in any activity for the purposes of the Promotion or in respect of any prize agrees to fully release and indemnify to the maximum extent permissible by law, the Promoter and Australian Radio Network and their respective contractors, employees, directors and officers in respect of any claim for accident, injury, property damage, financial lossor 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.