

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

**Permit No:**  
NSW Permit No. LTPS x  
SA Licence No. x  
ACT Permit No. x

<b>1: Name of Promotion</b>	Win Australian Open Final tickets & flights to anywhere Emirates flies
<b>2: Promoter Name &amp; ABN</b>	Double T Radio Pty Ltd (trading as KIIS 1011) ABN 61 003 181 244
<b>3: Stations</b>	KIIS 101.1
<b>4: Websites</b>	<a href="http://www.kiis1011.com.au/">http://www.kiis1011.com.au/</a>
<b>5: State or Territory</b>	VIC
<b>6: Competition Period start Date &amp; Time</b>	The competition will start on Saturday 25 <sup>th</sup> January 2020 from 8.00am AEDT
<b>7. Competition Period close Date &amp; Time</b>	The competition will close on Sunday, 26 <sup>th</sup> January 2020 at 3.00pm AEDT
<b>8. Entry Restrictions</b>	<ul style="list-style-type: none"> <li>a) Entrants &amp; they companions must be 21 years of age or over at the time of entering</li> <li>b) Entrants must be able to collect the prize from the Station at Level 2, 21-31 Goodwood Street, Richmond VIC 3121</li> <li>c) Entrants must be able to attend the Men's Australian Open Final on Sunday 2<sup>nd</sup> February, at the time and date stipulated on the ticket. Entrants unavailable to attend will forfeit this component of the prize.</li> <li>d) Entrants must be able to travel and must have a valid passport at time of travel</li> <li>e) Entrants must be a resident in Victoria.</li> </ul>
<b>9. How to enter</b>	<p><b>Phone entry:</b></p> <p>At various times during the Competition Period:</p> <ul style="list-style-type: none"> <li>(a) Listeners will be invited to call 13 1065 during a specified time period;</li> <li>(b) The Promoter will select one successful entrant (in its absolute discretion) and invite them on air to play.</li> <li>(c) The selected entrant will be asked one general knowledge Tennis related quiz question (as selected by the Promoter in its absolute discretion).</li> <li>(d) Entrants who successfully answer the question correctly will be</li> </ul>

	<p>deemed a finalist and will be placed into the draw for the major prize.</p> <p>(e) If the selected entrant is unable to answer the question within 10 seconds, then they will not be entered into the draw and will not be eligible to win the major prize.</p>
<b>10. Limitation on entries</b>	One entry during Competition Period
<b>11. Challenge Details</b>	N/A
<b>12. Draw Details</b>	<p>One major prize draw will be conducted, as follows:</p> <ul style="list-style-type: none"> <li>- 9.00AM AEDT on Tuesday, 28<sup>th</sup> January 2020 at Level 2, 21-31 Goodwood Street Richmond VIC 3121.</li> </ul>
<b>13: Prize Details</b>	<p>There is one (1) major prize to be won, as follows:</p> <ul style="list-style-type: none"> <li>• 2 x Twilight tickets to Men's Australian Open Final for Sunday 2<sup>nd</sup> February</li> <li>• 2 x Economy Class return flights to a destination within Emirates global route network (departing from Melbourne, Australia within 12 months of being notified as the winner)</li> </ul> <p>Valued at up to AUD \$5,500 (inc GST)</p> <p>Prizes exclude accommodation, government taxes, airport fees and applicable visa applications.</p> <p>The prize is subject to additional terms and conditions by the prize supplier.</p>
<b>14: Total Prize Value</b>	Up to \$5,500 inc GST
<b>15: Winner Notification</b>	<p>Winners will be notified:</p> <ul style="list-style-type: none"> <li>- on air at the time of winning</li> </ul>
<b>16. Publication Details</b>	Winners of prizes valued at over <b>\$1000</b> (inc GST) will be published on the Station Website 'WIN' Page.
<b>17: Prize Claim and Delivery</b>	<p>Prize/s must be claimed by 5.00pm AEDT on Friday, 31<sup>st</sup> of January 2020. Prizes not claimed by this time and date will be forfeited by the winner.</p> <p>The prize/s will be available for collection by the winner from the Australian Radio Network based on Level 2, 21-31 Goodwood Street, Richmond VIC 3121. (or by the winner's parent/guardian if the winner is under 18 years of age).</p> <p>The Station will contact the winner when their prize is ready for collection.</p>

<p><b>18. Special conditions</b></p>	<p><b>Events</b></p> <ul style="list-style-type: none"> <li>Entrants must be able to attend the Twilight Men's Australian Open Final on Sunday 2<sup>nd</sup> February, at the time and date stipulated on the ticket as stipulated on the ticket. Entrants unavailable to attend will forfeit their prize.</li> <li>Once a winner has been allocated tickets to an event, they are ineligible to win any additional tickets to the same event.</li> <li>Tickets and flights cannot be sold or transferred into another name. Tickets and flights that are found to be for sale or on-sold will be cancelled and will not be reissued. No refund or exchange will be given for tickets or flights.</li> <li>Winners are subject to any additional terms and conditions placed by AO &amp; Emirates (Please see section below titles Emirates Standard Terms &amp; Conditions)</li> <li>In the event the concert is cancelled, or details are changed for any reason, KIIS reserves the right to not replace the tickets. The Promoter takes no responsibility for cancellation / changes outside its control.</li> <li>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.</li> <li>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.</li> <li>Should the Contesting Segment not be able to run live, the Promoter will pre-record a contest with entrants from the list which will run on the pre-recorded show day. Any caller who is chosen to participate in a pre-recorded segment will be made aware at the time of calling.</li> </ul> <p><b>Travel conditions</b></p> <ol style="list-style-type: none"> <li>The major winner may be required to sign a travel indemnity.</li> <li>Contact details provided in the entry form will be provided to an ARN Travel Partner for the purpose of awarding the major</li> </ol>
--------------------------------------	--

	<p>prize only unless specified otherwise.</p> <p>c) The Prize winner and their companion must prepare and obtain all necessary paperwork and apply for any relevant visas to enable them to travel to, and remain in the USA.</p> <p>d) The winner (and their travelling companion) is responsible for all other expenses not listed above including but not limited to meals (other than those specified), incidentals, mini-bar, laundry, room service, phone calls, gratuities, optional activities and excursions, freight, excess baggage, ground transport, visas, spending money, travel insurance and all transfers, including travel costs to and from their closest capital city airport if the winner is from a regional area. A credit card imprint may be required at check-in to the hotel, for all incidental charges.</p> <p>e) Tickets are non-transferable.</p> <p>f) All prize travel will be subject to the carrier's General Conditions of Carriage. The Promoters and carrier make no representations as to the safety, conditions or other issues that may exist at any destination. By entering this Competition, and by collecting the prize, the winner acknowledges and accepts that driving, travel and any other activities comprising the prize, are inherently dangerous and may result in death, injury, incapacity, damage to property or other losses.</p> <p>The Promoter strongly recommends that all winners take out travel insurance and consult the <a href="http://www.smartraveller.gov.au">www.smartraveller.gov.au</a> website prior to travelling.</p> <p>The promotion is not open to:</p> <ul style="list-style-type: none"> <li>• employees of, or contractors to, the Promoter or any of its agencies involved with the Promotion;</li> <li>• 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 they live in the same household);</li> <li>• 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;</li> <li>• any person where that person or anyone from the same family or household has won a prize or prizes from the Promoter or any radio station that is a member of the Australian Radio Network, valued either individually or collectively at more than \$500 in the 30 days prior to the commencement of the Promotion.</li> <li>• employees of any other radio stations, including the Australian Radio Network</li> </ul> <p>By entering this competition, Entrants grant to the Promoter and event partners not limited to (Emirates and AO) a perpetual, non-exclusive, royalty free licence to use the materials and/or their name, image,</p>
--	---

	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
--	--

## Emirates Flight Prize Terms & Conditions

Emirates flight tickets ("Flight Tickets") are valid on Emirates only and are non-extendable, non-transferable, non-re-routable, non-endorsable and non en-cashable. Flight Tickets shall at all times be subject to availability, capacity controls and Emirates Conditions of Carriage and applicable ticket conditions as set out on the Emirates website and seats may not be available on all flights. Flight Tickets are not valid for bookings on partner airlines or code share or interline flights or for use in connection any other products or services. The winner and where applicable their guest must travel together on the same dates / sectors on both outward and return journeys. If a winner or where applicable the guest is unable to utilize the Flights Tickets no cash alternative will be provided. All travel documentation and visas must be up to date and are the responsibility of the winner and where applicable the guest. Flight Tickets do not include access to the Emirates Lounges. Skywards miles are not accruable on the flights.

Nothing in these Official Rules requires Emirates to provide transportation to any person except in accordance with:

- Emirates General Conditions of Carriage for Passengers and Baggage and travel documents, including airline tickets and airway bills, issued by Emirates;
- Emirates Schedule of Operations in place from time to time; and
- the relevant immigration rules applicable to any ticket holder.

Except in accordance with and subject to the limitations set out in the Warsaw Convention 1929 (as amended by the Hague Protocol 1955), the Montreal Convention 1999, and its travel documents (including but not limited to airline tickets and airway bills), Emirates accepts no liability to any person for any liabilities, losses, claims, demands, costs or expenses arising directly or indirectly from the utilisation of Flight Tickets provided pursuant to the Promotion.

Government taxes and fees which apply to travel booked on an Emirates Flight Ticket, are the responsibility of the passenger, and will vary based on route. Government taxes/fees are subject to change as required by law. Passenger is solely responsible for fees for oversized, overweight or extra baggage and fees for products/services sold separately. Passenger must pay all applicable taxes and fees at the time of booking.

The winner and where applicable their guest will be responsible for all other costs and expenses associated with redeeming the Flight Tickets including but not limited to travel insurance, airfares, food, accommodation transfers (other than as provided hereunder) and any other ancillary costs associated with redemption of the Flight Tickets.

## Ticket Conditions of Sale and Entry Australian Open 2020 Melbourne Park, January 2020

These conditions govern access to the Australian Open (**AO**) and the supply of all tickets (including complimentary tickets) to the AO on behalf of Tennis Australia Ltd (**TA**).

These conditions operate in conjunction with the *Major Events Act 2009* (Vic) and the Melbourne and Olympic Park Trust's (**M&OP**) Conditions of Entry to Melbourne Park. Please note that Ticketmaster's standard Terms and Conditions, the AO Hospitality Conditions and/or the AO Accreditation Conditions may also govern your entry to the AO.

1. **Important information.** The AO is a multi-feature ticketed event that runs over a number of sessions and days. Each ticket provides the holder of that ticket (**you**) with a conditional licence for admission to the applicable areas of the AO for the specific sessions designated on the face of that ticket. Please also note that particular general admission facilities, attractions, activities and/or areas within the AO are

subject to capacity restrictions (e.g. Melbourne Arena and outside courts, licensed areas, AO Live Stage and AO Ball Park). TA makes no representations or warranties that:

- a) your ticket will enable you to watch any particular tennis players or matches during a specific session;
- b) tennis matches will start at a particular time or continue for any set length of time;
- c) any particular players, musician, group or other personality will perform during a specific session; or
- d) you will be able to access any particular facility, attraction, activity or area during a specific session.

2. **Tennis scheduling.** The AO is an elimination style tennis tournament, with each player's progression determined by a number of factors including the tournament draw and the outcome of their previous matches. At times, TA may release daily schedules of matches, order of play lists and other event timetables (**Schedule**). Each Schedule is provisional and subject to change. TA reserves the right to change any Schedule at any time and for any reason. Due to the nature of tennis tournaments like the AO, changes to a Schedule are not material changes to the event and do not entitle you to a refund, credit, exchange or other compensation (some seats also have restricted views due to safety requirements or placement of tennis equipment like the umpire's chair). Access to Rod Laver Arena and Margaret Court Arena for night sessions may also be delayed if the day session play runs late.

3. **Access.** Many tickets will only grant access to the AO (or a limited area of the AO) for a limited period; for example, a Night Session or a Rod Laver Arena ticket. Please check your ticket for details.

4. **Prohibited use of tickets.** The licence granted to you via the ticket is personal to you and may be terminated by TA (without refund) if: (i) you do or TA reasonably suspects that you have done, or (ii) any subsequent bearer of the ticket, has done or TA reasonably suspects that any subsequent bearer of the ticket has done, any of the following without the prior written consent of TA:

- a) resell the ticket at a premium;
- b) resell the ticket through an unauthorised broker or agent;
- c) advertise or offer the ticket for resale on the internet or in any other medium;
- d) package, advertise or use the ticket for advertising, promotion or other commercial purposes (including competitions, trade promotions or bundling the ticket into your own hospitality offering/package).

In addition to the above, for any breach of this clause 4, TA may terminate any other licences granted to you via the purchase by you of any other tickets to the AO.

5. **Permitted resale:** You may list an unused ticket for resale, at the face value, on Ticketmaster's Official AO Marketplace only: [www.ticketmaster.com.au/ausopenmarketplace](http://www.ticketmaster.com.au/ausopenmarketplace).

6. **Concession tickers:** All persons aged 15 and over as at the date a ticket is presented for entry at the AO may only attend the AO on an adult ticket, unless they hold a valid Concession Card Identification. The following are accepted forms of Concession Card Identifications:

- a) Student Cards: Full-time Secondary students, Full-time Tertiary Students;
- b) Pensioner Concession Card: Aged (AGE), Bereavement Allowance (BVA), Carer (CAR), Aged Blind (AGE BLIND), Parenting Payment (single) (PPS), Disability Support Pension (DSP), Disability Support Blind (DSP Blind), Partner Allowance (PTA), Sickness Allowance (SAL), Special Benefit (SPL), Widow Allowance (WDA), Widow Pension (WID), Wife Pension (WFA/WFD/WFW), Newstart Allowance over 60 years (NSW/NMA) Mature Age Allowance (MAA), Mature Age Partner Allowance (MPA), Newstart Allowance (NSA), Parenting Payment (PPP/PPS).;
- c) Veteran Affairs and TPI;
- d) Health Care Cards: Exceptional Circumstances Relief (DR), Sickness Allowance (SA), Special Benefit (SL), Farm Help Income Support (FFR), Newstart Allowance (NS), Youth Allowance (YA), Newstart Mature Age Allowance (NMA), Parenting Payment (single) (PPS), Low Income (LI), Carer Allowance (CD), Partner Allowance (PA), Mobility Allowance (MO), and Widow Assistance (FA), Family Assistance (FA), Child Disability Allowance (CDA); and

e) Personal Treatment Entitlement Card: Must be current.

7. **Kids Tickets:** Children aged 3-14 as at the date a ticket is presented for entry at the AO may purchase a Kids Ticket. Children aged 2 and under as at the date a ticket is presented for entry at the AO may enter at no charge, provided they do not occupy a reserved seat. In relation to children who enter the AO on a Kids Ticket, the following conditions apply:

- the child must be within the age range specified in relation to the ticket;
- TA or M&OP may require evidence of the child's age or make a reasonable assessment of the child's age in which case that assessment will be final and determinative;
- the child's relevant age shall be as at the date the ticket is presented for entry to the AO (not the date of purchase); and
- the child must be accompanied by a parent or guardian (18 years of age or over) at all times during attendance at the AO. Parents or guardians who accompany children at the AO are responsible for the care, conduct and supervision of those children

Children may be excluded from certain areas at the AO, including the AO Live Stage, for safety purposes or in relation to responsible service of alcohol practices.

8. **Ticket limits:** TA, in its discretion, may from time to time impose limits on the number of tickets that may be purchased per session or per customer. The current ticket limits in place are as follows:

		DATES		LIMIT	COMMENT
SINGLE	Rod Laver Arena	Monday 20th January - Wednesday 29th January		10	Per Session
		Thursday 30th January - Day session		10	Per Session
		Thursday 30th January - Night session		4	Per Session
		Friday 31st January Night - Sunday 2nd February		4	Per Session
	Margaret Court Arena	Monday 20th January - Monday 27th January		10	Per Session
	Melbourne Arena	Monday 20th January - Monday 27th January		10	Per Session
	Ground Pass	Monday 20th January - Sunday 2nd February		10	Per Session

Notwithstanding the ticket limits that may be in force from time to time, TA may in its ultimate discretion waive such limits in particular circumstances where it deems it appropriate to do so. **Cancellation and confiscation:** If a ticket is dealt with in breach of these conditions or if TA reasonably suspects that a ticket is dealt with in breach of these conditions (or where TA has been so directed by a law enforcement agency), TA may terminate the licence to enter the AO and deny the holder of the ticket access to the AO or any area within the AO, cancel or confiscate the ticket, or take other action TA considers appropriate including but not limited to cancelling or confiscating any other tickets to the AO held in your name, without refund.

9. **Refunds, credits or replacements.** If the Australian Consumer Law (**ACL**) applies and you have purchased your tickets, you will be entitled to a full refund, credit or replacement ticket where on-court tennis for your specific session of the AO (as designated on your ticket) does not commence at all. However, please note refunds, credits or replacements will **not** be issued:
- to holders of complimentary tickets; or
  - where the failure to commence play was caused by circumstances beyond the reasonable control of TA, such as: injury, illnesses, bereavement, travel delays or other issues which prevent all players from being able to commence play; or other tennis matches continuing for extended periods of time; significant safety issues or concerns; extreme heat, rain, other adverse weather; natural disaster, war, sabotage, riot, act of terrorism, national emergency; fire, explosion, power shortage; strike or other labour difficulty; epidemic, quarantine, government intervention, or plant or equipment breakdown.

10. **No refund.** Without limiting the above, no refunds, credits, replacement tickets or other compensation will be provided where:
  - a) there is a change to a Schedule, but the on-court tennis session commenced with a match, or substitute match, being played (in whole or part);
  - b) there is a change to the non-tennis related entertainment at the AO, for example changes to the scheduled time for the non-tennis related entertainment, changes to live music performers or cancellation of non-tennis related entertainment; or
  - c) access to any particular general admission facility, attraction, activity or area within the AO cannot be provided because it has reached capacity (e.g Melbourne Arena and other outside tennis courts, licensed areas, AO Live Stage and AO Ball Park); or
  - d) your view of play is restricted by tennis equipment, other patrons or essential event infrastructure.
11. **Tickets.** TA or M&OP may direct you at any time while at the AO to produce a valid ticket. Please keep your ticket in safe and in good condition, as TA is not obliged to replace your ticket under any circumstances, including loss or theft.
12. **Safety, comfort and conduct.** To maintain order and safety, and to encourage all patrons' enjoyment of the AO, TA and M&OP advise of the following:
  - a) M&OP and TA may inspect clothing, containers, packages and bags inside the AO or intended to be brought into the AO, including via electronic screening equipment.
  - b) Any item or bag that is too large to fit under a seat must not be brought into the AO and a limit of one bag per person applies. You must not leave bags or packages unattended at any time. For safety reasons, any unattended bags or packages may be removed and/or destroyed.
  - c) Some areas of the AO are exposed to direct sunlight, heat and other elements. Seating may be in the sun for part or all of the day. Remember to stay hydrated and use sun protection.
  - d) You are required to observe a standard of dress suitable to the area of the AO that you are in or seeking to enter and acceptable to TA.
  - e) The AO is a family friendly event. You are required to act in a safe, responsible and courteous manner at all times. All persons 14 years old and younger must be accompanied and supervised by a parent or guardian at all times during the AO.
  - f) Standing or other activity that may distract the players is not permitted in seating areas until end of games or between matches. Standing in the aisles or sitting on the stairs is not permitted at any time. Prams and strollers are not permitted in seating areas.
  - g) You must follow all directions given by representatives of TA, M&OP, police or event security.
  - h) Access to areas licensed for the sale of alcohol within the AO will be managed in accordance with Victorian liquor control legislation. Some areas of the AO may only be accessible to patrons over 18 years of age, with proof of age that is valid in Victoria.
13. **AO Live Stage.** Please note that access to the AO Live Stage is subject to maximum capacity restrictions. In addition, on certain days and/or times during the AO, the AO Live Stage may be restricted to persons over 18 years of age. At all other times during the AO, patrons under 18 years of age must be accompanied by a Responsible Adult to access the AO Live Stage. For the purposes of these terms and conditions, a Responsible Adult is a person over 18 years of age and who (at the discretion of AO security and venue management) satisfies the criteria for a responsible adult as set out in the [Victorian Commission for Gambling and Liquor Regulation](https://www.vcglr.vic.gov.au/sites/default/files/uploadYour_obligations_as_a_liquor_licensee_-_Information_for_on-premises_licence_holders.pdf) (a copy of which can be located at [https://www.vcglr.vic.gov.au/sites/default/files/uploadYour\\_obligations\\_as\\_a\\_liquor\\_licensee\\_-\\_Information\\_for\\_on-premises\\_licence\\_holders.pdf](https://www.vcglr.vic.gov.au/sites/default/files/uploadYour_obligations_as_a_liquor_licensee_-_Information_for_on-premises_licence_holders.pdf)).
14. **M&OP and TA control.** M&OP and TA reserve the right to refuse you entry to, or remove you from, the AO (and cancel or confiscate your ticket) or take other action M&OP or TA considers appropriate, for the safety and comfort of other patrons, staff and participants or for the integrity of the AO and tennis in general. For example, if:
  - a) you are in breach of these conditions;
  - b) your conduct amounts to an offence under the *Major Events Act 2009* (Vic);
  - c) you are considered to be intoxicated;

- d) you have been previously refused entry to or removed from the AO;
  - e) M&OP or TA receives a direction to do so from law enforcement agencies; or
  - f) M&OP and TA reasonably believe it is in the best interests of the safety, security or integrity of the AO to do so.
15. **Your property, your responsibility.** Whilst at the AO, you must take care to protect your own property from loss and damage and take steps to prevent your property causing safety issues or damage to other people or property. TA and M&OP will not be liable for any loss or damage (including any direct, indirect or consequential loss or damage) to any property brought into the AO, unless the ACL applies and it was due to TA's breach of a non-excludable guarantee under the ACL (such as failure to provide services with due care or skill).
16. **Your safety, your responsibility.** Whilst at the AO, you must take care to protect your safety and the safety of others. TA and M&OP will not be liable for any loss or damage (including any direct, indirect or consequential loss or damage) for any death or personal injury, unless the ACL applies and it was due to either TA or M&OP's breach of a non-excludable guarantee under the ACL (such as failure to provide services with due care or skill).
17. **Liability.** To the extent permitted by law:
- a) TA and M&OP's maximum liability to you for any loss or damage that is suffered by you as a result of any breach of these conditions by TA and/or M&OP is limited at TA's sole discretion to:
    - i) the replacement of tickets;
    - ii) permitted entry to a rescheduled AO session or other AO event; or
    - iii) a refund where required under the ACL;
  - b) all other representations, conditions, warranties and terms (including claims in relation to any particular players or matches or a Schedule) that would otherwise be expressed or implied in these conditions by general law, statute or custom are expressly excluded.
18. **Privacy.** By purchasing a ticket to the AO: **a) you consent to the collection and use of your personal information** by TA, MO&P and Ticketmaster and the disclosure of information between TA, MO&P and Ticketmaster **for the purposes of ticketing, event management, event safety, surveys and marketing**, including the promotion of the AO and related events, offers from TA and other Australian Tennis Organisations regarding other events, products and services, and **offers from third parties who have a relationship with TA or other Australian Tennis Organisations about their events, products and services; and b) in relation to Kids Club tickets only, you consent to the collection and use of your personal information** by TA, MO&P, Ticketmaster and the disclosure of information to TA's nominated childcare provider **for the purpose of confirming the booking**. You also agree that TA may also use your personal information in accordance with its privacy policy (located at [www.tennis.com.au/privacy](http://www.tennis.com.au/privacy)). The privacy policy contains a list of Australian Tennis Organisations and information about how you may access and seek correction of your personal information or complain about a breach of your privacy by TA, and how TA will deal with that complaint. TA may from time to time disclose your personal information to third party service providers, for example IT service providers, in order to provide services to you; such third parties may be located overseas.
- In addition to the above, if you are evicted from the AO you agree that your personal information (including your name, address, date of birth and photograph) may be collected and shared by TA, MOPT and any relevant police or crime prevention authority for the purpose of implementing a ban on you from the AO, or for other law enforcement purposes. You further agree that, in accordance with applicable privacy legislation, that the police or other crime prevention authority may also provide TA and MOPT with details of any action or criminal proceeding brought against you as a consequence of your actions at the AO for the purpose of TA or MOPT considering, if necessary, to implement a ban on you from attending the AO.
19. **Medical assistance and information.** You authorise TA, its medical contractors and any other third party medical service providers at the AO to administer any medical assistance, treatment or transport you seek, or as is reasonably necessary in the circumstances (the costs of which you may be responsible for). In connection with any such assistance, you consent to the disclosure of your personal information and relevant medical details to M&OP, TA, insurers and other relevant third parties. Personal information collected in these circumstances will not be used by TA for marketing purposes.

20. **Prohibited items.** For the comfort and safety of patrons and players, the following items are NOT permitted in the AO without the express authorisation of TA:

- a) alcohol (it is an **offence** under Victorian law to possess alcohol at the AO that has not been purchased at the AO);
- b) large bags, including suitcases. Any item or bag that is too large to fit under a seat must not be brought into the AO and a limit of one bag per person applies. Large bags and suitcase will not be accepted for cloaking;
- c) tennis racquets, beach balls or other inflatable devices, frisbees, helium balloons;
- d) camera tripods, monopods. telephoto camera lenses with a focal length capacity greater than 200mm; video cameras or handy-cams; audio recorders; any other devices used for recording or transmitting scoring data or other statistical information for commercial purposes (including sports betting);
- e) eskies, hampers and large containers in excess of 1.5 litres;
- f) glass (including bottles), cans, ceramic and breakable containers;
- g) flags, banners, signs larger than 1m by 1m in size or with handles longer than 50cm;
- h) animals other than animals recognised as assistance animals under the *Disability Discrimination Act 1992* (Cth) (TA or MOPT, acting reasonably, may request evidence that an animal is an assistance animal and/or is trained to meet standards of hygiene and behaviour that are appropriate for an animal in a public place)
- i) chairs and stools;
- j) musical instruments, whistles, loud hailers, amplification equipment;
- k) drones, flares, fireworks, firecrackers, smoke bombs and laser pointers,
- l) bicycles, scooters, skateboards, rollerblades, rollerskates;
- m) unauthorised promotional, commercial, political, religious or offensive items of whatever nature including clothing, banners, signs, symbols, leaflets, stickers or flyers; and
- n) any other dangerous item or good, substance, weapon, including knives or any "prohibited item" under the *Major Events Act 2009* (Vic).

The following items are permitted, however such items are subject to security check on arrival at the AO and must be presented for security approval. TA & M&OP maintain the right to prohibit any of the below items as deemed necessary for the safety and comfort of others:

- a) small bags, including handbags;
- b) non-alcoholic beverages or drink bottles in plastic;
- c) food, in permissible packaging, including baby food;
- d) plastic or paper cutlery only;
- e) deodorant and perfume;
- f) medicine;
- g) selfie sticks; and
- h) umbrellas.

21. **Prohibited conduct.** For the comfort and safety of patrons and players, the following conduct is NOT permitted in the AO without the express authorisation of TA:

- i) conduct towards any player, umpire, referee, other official or another patron in a manner which offends, insults, humiliates, intimidates, threatens, disparages or vilifies that other person;
- j) disruption or interruption to any match or other event or activity at the AO;
- k) damaging or defacing or any part of the AO or any other person's property;
- l) unreasonable disruption or interference or obstruction to patrons or TA or M&OP or other persons engaged in the operation of the AO;

- m) conducting public surveys or opinion polls, handing out promotional items, soliciting donations or subscriptions, other commercial or political disruption;
  - n) obstructing the view of a seated patron (including by opening umbrellas within spectator areas while a match is in progress);
  - o) transferring a ticket that has already been used for entry to the AO;
  - p) ball games of any kind;
  - q) removal of footwear, shirts or public nudity / indecency;
  - r) concealing identity with a scarf, balaclava, mask or other item unless for a religious, medical or other justifiable reason;
  - s) smoking in non-smoking areas (inside, within spectator areas and otherwise where signed); and
  - t) conduct which amounts to an offence under *Major Events Act 2009* (Vic).
22. **Capture and use of image.** You consent to being photographed, filmed and recorded at the AO. You acknowledge that in order to enhance security, surveillance equipment (including security cameras) are used in and around the AO. You also consent to use of any film, image or recording of you at the AO or in or around the AO at the discretion of M&OP, TA, its commercial partners, broadcasters, media and news agencies, and law enforcement agencies without compensation or further notice.
23. **Use of Technology.** To support the integrity of the AO and the broadcast partners who provide significant funding to the AO:
- u) Photography: Images of the AO taken with a camera, mobile phone or other wireless device cannot be used for any purpose other than for private and domestic purposes. You must not sell, license, publish or otherwise commercially exploit photographs. Flash photography is not permitted in the court areas.
  - v) Video Footage: Taking and/or publishing video footage of any match play via any means is forbidden (including sharing to social media). For the avoidance of doubt, mobile telephones are permitted within the AO, provided that they are used for personal and private use only and are not used to record any match play.
  - w) Distribution: Production, transmission or distribution of broadcasts or narrowcasts of any images, footage, sounds or data from the AO or any match play comprising the AO by any means in any format or media is strictly forbidden.
24. **Assignment of recordings.** If you make any kind of sound recording, visual footage or audio-visual footage at or in relation to the AO (**Recording**) without the consent of TA, you:
- x) assign all copyright and all other intellectual property in any such Recording to TA; and
  - y) consent to use by TA of the Recording for any purpose in any media worldwide.
25. **Court-siding.** Without limiting the above, you must not continually collect or transmit from the grounds of the AO any match scores or related statistics or data for any commercial, betting or gambling purpose. The continual use of laptop computers or other handheld electronic devices within the spectator area of a tournament court is prohibited, except for properly accredited media and staff authorised by TA to do so in the performance of their duties.
26. **Interpretation.** These conditions do not exclude, restrict or modify the application of any provision of the ACL, where to do so would either contravene the ACL or cause any part of these conditions to be void. Any provision of these conditions which is invalid must be read down to the minimum extent necessary to achieve its validity or be severed from these conditions without invalidating or affecting the remaining clauses in these conditions.
27. **Changes.** TA may alter these conditions if such changes are reasonably necessary to address safety issues or otherwise protect TA's legitimate interests by giving you notice (by email or by posting it on TA's website).

If you have any queries, contact **TA Customer Service** by email at [customersupport@tennis.com.au](mailto:customersupport@tennis.com.au) or call 1800 752 983.

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.