

Competition Terms and Conditions Schedule
Game of Chance

1:	Name of Promotion	Win \$1,000 Cash Thanks to Amart Furniture!
2:	Promoter Name and ABN	Australian Radio Network Pty Ltd ABN 95 065 986 987
3:	Stations	GOLD104.3 KIIS 101.1 KIIS 1065
4:	Websites	https://www.gold1043.com.au/ https://www.kiis1011.com.au/ https://www.kiis1065.com.au/
5:	State or Territory	New South Wales Victoria
6:	Competition Period Start Date and Time	Online Competition Entry: All Stations: Friday, 21 st February 2020 at 5.30am AEDT On-site Competition Entry and 'Dash to Win Amart Cash' Challenge: GOLD104.3: Saturday, 29 th February 2020 at 10.00am AEDT KIIS 101.1: Sunday, 1 st March 2020 at 10.00am AEDT KIIS 1065: Sunday, 1 st March 2020 at 10.00am AEDT
7:	Competition Period Close Date and Time	Online Competition Entry: All Stations: Thursday, 27 th February 2020 at 11.59pm AEDT On-site Competition Entry and 'Dash to Win Amart Cash' Challenge: GOLD104.3: Saturday, 29 th February 2020 at 1.00pm AEDT KIIS 101.1: Sunday, 1 st March 2020 at 1.00pm AEDT KIIS 1065: Sunday, 1 st March 2020 at 1.00pm AEDT
8:	Entry Restrictions	(a) Entrants and their companion must be 18 years of age or over at the time of Entry. (b) Entrants must have a registered address in New South Wales or Victoria (in the relevant State as applicable). (c) Entrants must be able to attend the 'Dash for Amart Cash' Challenge in the relevant State and on the relevant date in accordance with their registered address as specified by the Promoter. Entrants unavailable to attend will forfeit their Entry. (d) 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/ .

9: How to Enter

Online Entry:

- Listeners will be invited via Station on-air commercials to visit the Station website and fully complete the online Entry Form including by providing their contact details – full name, phone number, e-mail and address; by stating in 25 words or less: '**How would you spend \$1,000 at the Amart Furniture 50th Birthday Sale?**'; and by confirming their ability to attend the Amart Furniture store in the relevant State and on the relevant date in accordance with their registered address and the Station website they entered the Competition on:
 - GOLD104.3 – Victoria: Amart Furniture - 410 Whitehorse Road, Nunawading, Victoria 3131 on Saturday, 29th February 2020 at 10.00am AEDT
 - KIIS 101.1 – Victoria: Amart Furniture - 221-239 Old Geelong Road, Hoppers Crossing, Victoria 3029 on Sunday, 1st March 2020 at 10.00am AEDT
 - KIIS 1065 – New South Wales: Amart Furniture - 3-7 Blaxland Road, Campbelltown, New South Wales 2560 on Sunday, 1st March 2020 at 10.00am AEDT
- Each Entry submitted by the time specified by the Station will be individually reviewed by representatives of the Station. The Station will select three (3) Entries for each Station (GOLD104.3, KIIS 101.1 and KIIS 1065) that it deems to be the 'best' from all valid Entries received within the time period specified, to participate in the 'Dash to Win Amart Cash' challenge.

On-site Entry:

- At each Amart Furniture location between 10.00am AEDT and 12.00pm AEDT – Nunawading, Victoria on Saturday, 29th February 2020; Hoppers Crossing, Victoria on Sunday, 1st March 2020; and Campbelltown, New South Wales on Sunday, 1st March 2020, Station representatives will solicit for two (2) Contestants to participate in the 'Dash to Win Amart Cash' Challenge.
- Once the soliciting period for the Contestants to participate has closed, Station representatives will draw two (2) Contestants through a random number generator to participate in the 'Dash to Win Amart Cash' Challenge.
- If a Contestant drawn is no longer able to participate in the 'Dash to Win Amart Cash' Challenge between 12.00pm AEDT and 1.00pm AEDT on the relevant date at the specific Amart Furniture store address they were drawn at, their place in the 'Dash to Win Amart Cash' Challenge will be forfeited and another Entrant will be randomly selected to take their place in the Challenge.

<p>10: Limitation on Entries</p>	<p>Entrants may submit as many online Entries as they wish, however an Entrant may only Win one (1) place in the 'Dash to Win Amart Cash' Challenge. Each Entry must be submitted via a separate online Entry Form and contain a separate answer to the 25 words or less question: <i>'How would you spend \$1,000 at the Amart Furniture 50th Birthday Sale?'</i></p>
<p>11: Challenge Details</p>	<p>'Dash to Win Cash' Challenge:</p> <p>At each Amart Furniture location between 12.00pm AEDT and 1.00pm AEDT - Nunawading, Victoria on Saturday, 29th February 2020; Hoppers Crossing, Victoria on Sunday, 1st March 2020; and Campbelltown, New South Wales on Sunday, 1st March 2020; the three (3) Contestants selected via online Entry and the two (2) Contestants drawn via on-site Entry, for each location will participate in the 'Dash to Win Amart Cash' Challenge:</p> <ul style="list-style-type: none"> • Each Contestant will be given an identical list of items in the same spot within a section of the relevant Amart Furniture store location. • Each Contestant will then draw a number from a Station representative to find out the order they will participate in. • Each Contestant will be allocated two (2) minutes to walk around the store at separate times in the order they were drawn at and write down the recommended retail price (RRP) that appears on the price tag for each of the items provided on the list. Each Contestant's time to complete the Challenge within the allocated two (2) minutes will be timed by a Station representative and their challenge period will start from when the Station representative says 'Go' and will conclude when the Station representative says 'Stop'. • The Contestant may not run faster than a walking pace and will only be given two (2) warnings if they do so before being disqualified. • The Contestant who writes down the correct recommended retail price (RRP) that appears on the price tag for the most items that appeared on the list (as determined in the Promoter's sole and absolute discretion) will be deemed the Winner and awarded the Major Prize. • Should two (2) or more Contestants have an equal number of correct recommended retail prices (RRP) of the items that appeared on list, the Station representative will then select the Contestant that completed the Challenge the fastest. If two (2) or more Contestants have an equal number of correct answers and completed the Challenge within the same time, they will be entered into a random Prize Draw and a Station representative will draw one (1) Contestant and that Contestant will be deemed the Winner and receive the Major Prize. • The remaining four (4) Contestants at each location will be awarded a Minor Prize each.

<p>12: Draw Details</p>	<p>Three (3) Draws will be conducted, to draw (2) two Contestants at each Amart Furniture location to participate in the 'Dash to Win Cash' Challenge:</p> <p>GOLD104.3 Draw: Amart Furniture - 410 Whitehorse Road, Nunawading, Victoria 3131 on Saturday, 29th February 2020 between 10.00am AEDT and 12.00pm AEDT.</p> <p>KIIS 101.1 Draw: Amart Furniture - 221-239 Old Geelong Road, Hoppers Crossing, Victoria 3029 on Sunday, 1st March 2020 between 10.00am AEDT and 12.00pm AEDT.</p> <p>KIIS 1065 Draw: Amart Furniture - 3-7 Blaxland Road, Campbelltown, New South Wales 2560 on Sunday, 1st March 2020 between 10.00am AEDT and 12.00pm AEDT.</p> <p>Further Draws: A further draw may be required at each location listed above if there is a tie between one (1) or more Contestants that needs to be determined by a draw.</p>
<p>13: Prize Details</p>	<p><u>Major Prizes</u></p> <p>GOLD104.3 – Victorian Winner</p> <p>There is up to one (1) Major Prize to be won to an Entrant with a registered address in Victoria, who won the 'Dash to Win Amart Cash' Challenge at Amart Furniture - 410 Whitehorse Road, Nunawading, Victoria 3131 on Saturday, 29th February 2020 as follows:</p> <ul style="list-style-type: none"> • \$1,000.00 AUD cash (including GST) <p>KIIS 101.1 – Victorian Winner</p> <p>There is up to one (1) Major Prize to be won to an Entrant with a registered address in Victoria, who won the 'Dash to Win Amart Cash' Challenge at Amart Furniture - 221-239 Old Geelong Road, Hoppers Crossing Victoria 3029 on Sunday, 1st March 2020 as follows:</p> <ul style="list-style-type: none"> • \$1,000.00 AUD cash (including GST) <p>KIIS 1065 – New South Wales Winner</p> <p>There is up to one (1) Major Prize to be won to an Entrant with a registered address in New South Wales, who won the 'Dash to Win Amart Cash' Challenge at Amart Furniture - 3-7 Blaxland Road, Campbelltown, New South Wales 2560 on Sunday, 1st March 2020 as follows:</p> <ul style="list-style-type: none"> • \$1,000.00 AUD cash (including GST)

	<p><u>Minor Prizes</u></p> <p>GOLD104.3 – Victorian Winners</p> <p>There is up to four (4) Minor Prizes to be won to Entrants with a registered address in Victoria, who were a runner-up in the 'Dash to Win Amart Cash' Challenge at Amart Furniture - 410 Whitehorse Road, Nunawading, Victoria 3131 on Saturday, 29th February 2020 as follows:</p> <ul style="list-style-type: none"> • \$100.00 AUD Amart Furniture gift voucher (including GST) <p>KIIS 101.1 – Victorian Winners</p> <p>There is up to four (4) Minor Prizes to be won to Entrants with a registered address in Victoria, who were a runner-up in the 'Dash to Win Amart Cash' Challenge at Amart Furniture - 221-239 Old Geelong Road, Hoppers Crossing Victoria 3029 on Sunday, 1st March 2020 as follows:</p> <ul style="list-style-type: none"> • \$100.00 AUD Amart Furniture gift voucher (including GST) <p>KIIS 1065 – New South Wales Winners</p> <p>There is up to four (4) Minor Prizes to be won to Entrants with a registered address in New South Wales, who were a runner-up in the 'Dash to Win Amart Cash' Challenge at Amart Furniture - 3-7 Blaxland Road, Campbelltown, New South Wales 2560 on Sunday, 1st March 2020 as follows:</p> <ul style="list-style-type: none"> • \$100.00 AUD Amart Furniture gift voucher (including GST)
<p>14: Total Prize Value</p>	<p>Up to \$4,200.00 AUD including GST</p>
<p>15: Winner Notification</p>	<p>Successful Entrants who register through the online Station websites will be notified they have been selected to participate in the 'Dash for Amart Cash' Challenge on the relevant date in their State via telephone on Friday, 28th February 2020.</p> <p>Successful Entrants on-site will be notified in person that they have been drawn to participate in the 'Dash for Amart Cash' Challenge on the relevant date in their State.</p> <p>Major and Minor Prize Winners will be notified in person after the 'Dash for Amart Cash' Challenge has been completed at each Amart Furniture store location on the relevant date in their State.</p>
<p>16: Prize Claim Date, Time and Delivery</p>	<p>Prizes must be claimed by 5.00pm AEST on Monday, 1st June 2020. If the Winner does not claim the Prize by 5.00pm AEST on Monday, 1st June 2020 they will forfeit the Prize.</p> <p>Minor Prizes will be awarded to the Winners at the time of winning.</p> <p>Major Prizes will be transferred to the Winner's nominated bank account via electronic funds transfer.</p>

17: Special Conditions

- (a) Entrants must be able to attend the 'Dash for Amart Cash' Challenge in the relevant State and on the relevant date in accordance with their registered address as specified by the Promoter. Entrants unavailable to attend will forfeit their Entry.
- (b) 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/>.
- (c) Contestants selected online and drawn on-site to participate in the 'Dash for Amart Cash' Challenge must attend the Amart Furniture location in their relevant State at a time specified by the Promoter and make contact with a Station representative or their position in the Challenge will be forfeited.
- (d) Contestants will be required to complete and sign an Indemnity / waiver prior to taking part in any Challenge.
- (e) The Entrants must consent to all elements of the Challenge being described, recorded, filmed and / or photographed as part of the Challenge. Such descriptions, photos and or footage may be used by the Station or Amart for promotional purposes. Entrants may be recorded on Facebook and / or Instagram Live throughout the Challenge.
- (f) By entering this Competition, Entrants grant to the Promoter and Amart a perpetual, non-exclusive, royalty free licence to their name, image, voice, likeness, biographic information or any other material that identifies them, including any photographic, visual or sound recordings of the same (collectively, Recordings), for the purposes of conducting the Competition and for marketing and promotional purposes.
- (g) For the avoidance of doubt, the Promoter reserves the right to invalidate any Entry which does not meet the criteria above.
- (h) The Entrants are responsible for transport to and from the venue to participate in the Challenge.
- (i) 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).
- (j) Prizes awarded are subject to availability and are at the complete discretion of the Promoter.
- (k) Should any elements of the prize be changed, moved, cancelled or not available for any unforeseen reason, the Promoter takes no responsibility and the Prize Winners will not be compensated.

- (l) 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.
- (m) It may also be a condition of being a Prize Winner that Winners be available for on-air interviews and / or in-studio and / or on location interviews, photos or videos as part of redeeming a Prize.
- (n) The Entrant acknowledges and agrees that their personal information will be collected for the purpose of administering the Competition and arranging for the Prize to be provided to the winning Entrants, and otherwise in accordance with the Promoter's privacy statement at <http://www.arn.com.au/about-us/privacy-policy/>. This licence includes any social media material published in accordance with the Promotion.
- (o) 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.
- (p) Contestants indemnify ARN 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. The Promoter has no ongoing liability to the Entrant or their nominated person, for any reason whatsoever.
- (q) The Promotion is not open to:
- i. employees of, or contractors to, the Promoter or any of its agencies involved with the Promotion;
 - ii. 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);
 - iii. 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;
 - iv. 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; and
 - v. employees of any other radio stations, including the Australian Radio Network.

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

AUSTRALIAN RADIO NETWORK

General Terms and Conditions for Promotions and Competitions

The following document covers all Promotions and Competitions run by this Radio Station both on-air and 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 and 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 Conditions 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 Australia 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 (1) name in order to qualify to Win any Promotion run by the Promoter except in the case of a legal change of name; and
 - (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 **\$500.00 in the 30 days** prior to the commencement of the Promotion, or **\$20,000.00 in the six (6) months** prior to the commencement of the Promotion.
- 3.8 All Entrants 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 affect 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 three (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 three (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 (i.e. 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 Prize 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 Winner's 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 and 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 five (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 six (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.
- 7.7 If an Entrant or Winner is not successfully contacted in a telephone call or attempted telephone call by the Promoter in relation to participation or Entry in the Promotion (including where someone who is not the Entrant answers the telephone on the Entrant's behalf), that Entrant may be disqualified and a replacement Entrant or Winner (whichever is applicable) selected by the Promoter.
- 7.8 Regardless of whether an Entrant or Winner is contacted or contact is attempted by the Promoter, if that Winner does not claim their Prize by the specified time, the Promoter reserves the right to void that Entry and / or select another Winner.

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 online without compensation, unless otherwise prohibited by law. The Winner's 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 website of the Promoter or associated with the Promotions;
- (c) acting in violation of these Terms and Conditions; or
- (d) acting in an un-sportsman-like or disruptive manner.

11.4 If an Entrant selected as a 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.