# Competition Terms and Conditions Schedule <u>Game of chance</u>

1:	Name of Promotion	KIIS 101.1's Great Escape – Across Australia
2:	Promoter Name & ABN	Double T Radio Pty Ltd (trading as KIIS 1011) ABN 61 003 181 244
3:	Stations	KIIS 101.1
4:	Websites	http://www.kiis1011.com.au/
5:	State or Territory	VIC
6:	Competition Period start Date & Time	Monday 5 <sup>th</sup> October, 2020 (9:00am AEDT) The Promoter reserves the right to tease the promotion prior to the competition start date.
7.	Competition Period close Date & Time	<ul> <li>Friday 30th of October at 3:00pm (AEDT)</li> <li>The Promoter reserves the right to: <ul> <li>(i) amend the contesting period at its absolute discretion including to close the competition within the Competition Period;</li> <li>(ii) terminate the competition subject to any direction from a regulatory authority.</li> </ul> </li> </ul>
8.	Entry Restrictions	<ul> <li>a) Entrants must be over 21 years of age or over at the time of entry.</li> <li>b) Entry is only open to residents of Victoria.</li> <li>c) Promotions are not open to any person, including Australian residents, entering the competition from outside of Australia.</li> <li>d) Entrants acknowledge that they must be contactable by the Promoter in order to be successful. Entrants unable to be contacted in accordance with these terms for any reason will forfeit their prize / opportunity.</li> <li>e) Entrants who provide incorrect, misleading or fraudulent information are ineligible in the promoter to have provided incorrect or misleading information may, at the discretion of the Promoter be deemed invalid.</li> <li>f) Entrants may be required to sign a legal indemnity form prior to accepting any prizes.</li> <li>g) A person that is put to air, or determined as an on air prize</li> </ul>

	<ul> <li>winner cannot pass the telephone call on to anyone else, and should this occur, any person that is on air or has been passed the phone in this capacity will not be eligible for a prize, at the discretion of the Promoter.</li> <li>h) If for any technical reason, the phone line drops out, or they are inaudible or they are or they are unreachable for any reason (including without limitation any technical or operator error), the entrant will not be awarded with a prize.</li> </ul>
9. How to enter	Phone Entry:
	At various times during the Competition Period the Promoter will invite entrants to call 13 1065 for the chance to win when they hear the 'Escape Track')
	<ol> <li>The Promoter will solicit on 13 1065 for callers to participate in KIIS101.1's Great Escape – Across Australia when they hear the 'Escape Track'. Listeners may also be invited via Station on-air commercials; announcer solicits or via social media to take part in the competition.</li> </ol>
	<ol><li>The 'Escape Track' will be identified by the promoter at the time of contesting.</li></ol>
	<ol> <li>Entrants who successfully call 13 1065 and are selected by the station representative on behalf of the Promoter and put to air (as determined by the Promoter in its absolute discretion) will be awarded a major prize.</li> </ol>
	<ol> <li>The prize awarded to the caller will be at the absolute discretion of the promoter.</li> </ol>
	5. Entrants may be required to go through an eligibility checklist off air (at the absolute discretion of the Promoter) as noted in the entry restrictions. If the entrant who successfully calls does not meet the eligibility requirements they will be not go through to KIIS101.1's Great Escape – Across Australia.
	6. Rules will be stipulated on air by the Promoter, at its absolute discretion.
	<ol> <li>The opening and closing time for calls to be received will be at the absolute discretion of the Promoter.</li> </ol>
	8. The Promoter's decision is final and no correspondence will be entered into.
	9. The Promoter reserves the right in its absolute discretion to refrain from broadcasting any call.
	The Promoter reserves the right to give away clues in any format, including the time of contesting on air, online or on the iHeartRadio app.

10.	Limitation on entries	Entrants may enter the competition as many times as they wish, however entrants may only win one <b>major</b> prize each
11.	Challenge Details	N/A
12.	Draw Details	N/A
13:	Prize Details	There are up to 55 [Fifty Five] Major Prizes to be won as follows;
		Up to 55 [Fifty Five] major prizes to be won, as follows:
		<ul> <li>Fraser Coast Fly, Snorkel Sail Package: \$2,529 incl GST <ul> <li>Prize is valid for two adults</li> <li>\$1,332 cash prize towards the purchase of return flights for two from Melbourne to Hervey Bay</li> <li>1 night accommodation at Lady Elliot Eco Resort including return flights for two from Hervey Bay to the island, breakfast and dinner</li> <li>1 night accommodation at Ramada Hervey Bay</li> <li>1/2 Day Eco sailing Adventure</li> <li>Prize Not valid between 12 Dec 2020 - 26 Jan 2021</li> </ul> </li> <li>Fraser Island Family Getaway: \$2,425 incl GST <ul> <li>Prize is valid for two adults, two children</li> <li>\$1,200 cash prize towards the purchase of return flights for four to Brisbane</li> <li>\$200 cash prize towards the rental of a car</li> <li>2 nights accommodation at Sanctuary Lakes</li> <li>Breakfast for four at EAT at Dan &amp; Stephs up to \$150 incl gst</li> </ul> </li> </ul>
		<ul> <li>Fraser Island Couples Getaway: \$1,747 incl GST <ul> <li>Prize is valid for two adults</li> <li>\$600 cash prize towards the purchase of return flights for four to Brisbane</li> <li>\$200 cash prize towards the rental of a car</li> <li>2 night accommodation at Discovery Parks Hervey Bay in a glamping tent</li> <li>Breakfast for two at Dan &amp; Stephs up to \$150 incl gst</li> <li>Dinner at Black Bear up to \$150 incl gst</li> <li>Whalesong Cruises Fraser Island Beach &amp; Barby Tour</li> </ul> </li> </ul>
		<ul> <li>Fraser Island Couples Getaway two: \$2,003 incl GST <ul> <li>Prize is valid for two adults</li> <li>\$600 cash prize towards the purchase of return flights for four to Brisbane</li> <li>\$200 cash prize towards the rental of a car</li> <li>3 night accommodation at Discovery Parks Hervey Bay in a glamping tent</li> <li>Lunch at Bayswater Bar &amp; Grill up to \$80</li> <li>Dinner at Black Bear up to \$150 incl gst</li> <li>Whalesong Cruises Fraser Island Beach &amp; Barby Tour</li> </ul> </li> </ul>

Fraser Coast King Fisher Resort Escape: \$2,074 incl GST
<ul> <li>\$600 cash prize towards the purchase of return flights for four to Brisbane</li> </ul>
<ul> <li>\$200 cash prize towards the rental of a car</li> </ul>
<ul> <li>Two nights' accommodation in a Standard Resort Hotel Room</li> </ul>
- Return passenger ferry transfers ex River Heads
- Daily breakfast in Sand & Wood Restaurant
- Full-day Ranger guided 4WD tour including morning tea, lunch
and National Park Fees
<ul> <li>This voucher is valid until 01 December 2021.</li> </ul>
<ul> <li>Subject to availability at the time of booking and cannot be</li> </ul>
taken during Australian school holiday periods, public holidays or long weekends.
<ul> <li>Hotel accommodation upgrades are available at own expense</li> </ul>
unless stated above and subject to availability at time of
booking.
<ul> <li>Additional voucher inclusion upgrades are available at own</li> </ul>
expense unless stated above and subject to availability at time
of booking.
<ul> <li>This voucher is not valid with any other offer, is not</li> </ul>
transferable or redeemable for cash and must be taken intact.
If lost or misplaced, vouchers will not be replaced.
- Inclusion(s) not utilised, is non-refundable. Monetary value of
the inclusions cannot be used for any upgrades or in
<ul> <li>replacement of services not included in the voucher.</li> <li>The holder of this voucher cannot on-sell or auctions the prize</li> </ul>
for any monetary benefit. Kingfisher Bay Resort reserves the
right to revoke the validity of the voucher, if such an incident
occurs.
- Any alterations to travel plans may incur a rebooking fee.
- Kingfisher Bay Resort may, without notice to the holder of this
voucher, substitute any services or the mode of carriage to
carry the passenger.
- Food, beverages and incidental expenses will be at the expense
of the holder of this voucher unless otherwise stated.
Sebel Yarrawonga: \$1,000 incl GST
- 2 night stay in a 1 Bedroom Apartment for 2 Adults
- Daily Breakfast for 2 Guests at Stock & Barrel
<ul> <li>\$100 voucher towards treatment at Sol Wellness Centre (to be</li> </ul>
booked at time of reservation)
- Bottle of regional wine and chocolate amenity
- Late Check-Out at 12:00pm
- Booking available from 01/01/2021 - 30/12/2021
<ul> <li>Subject to availability and blackout dates</li> <li>Not to be used in conjunction with any other offer</li> </ul>
Balgownie Estate Winery Retreat: \$1,000 incl GST
- Two night stay in the Glamping Tents inclusive of two
breakfasts and two dinners in the onsite winery restaurant
<ul> <li>Vouchers valid one year from date of issue.</li> </ul>
Seaworld Family Escape: \$2,673 incl GST
- Prize is valid for two adults, two children
<ul> <li>\$1,200 cash prize towards the purchase of return flights from</li> </ul>
Melbourne to Brisbane

<ul> <li>Three night's accommodation in Resort Double Room for up to 4 guests including Grab and Go Breakfast Daily and unlimited entry to Sea World, Warner Bros. Movie World, Wet n Wild and Paradise Country for the duration of your stay.</li> <li>Accommodation is subject to availability and is until 30 September 2021</li> <li>The following blackout dates apply 24/12/2020-05/01/2021</li> <li>School holiday surcharges apply at \$75.00 per night. Meals, transport and other incidentals are not included except where specifically stated.</li> </ul>
<ul> <li>Voucher is not transferable or redeemable for cash and all components of the voucher must be taken together and booked as one package.</li> <li>Travelers are responsible for their own travel insurance.</li> <li>Any alterations to confirmed details within 7 days of arrival will be at the expense of the voucher recipient.</li> </ul>
be at the expense of the voucher recipient.
Seaworld Couple Escape: \$2,073 incl GST
<ul> <li>Prize is valid for two adults</li> <li>\$600 cash prize towards the purchase of return flights from</li> </ul>
- \$600 cash prize towards the purchase of return hights from Melbourne to Brisbane
<ul> <li>Three night's accommodation in Resort Double Room for up to 4 guests including Grab and Go Breakfast Daily and unlimited entry to Sea World, Warner Bros. Movie World, Wet n Wild and Paradise Country for the duration of your stay.</li> <li>Accommodation is subject to availability and is until 30 September 2021</li> </ul>
<ul> <li>The following blackout dates apply 24/12/2020–05/01/2021</li> <li>School holiday surcharges apply at \$75.00 per night. Meals, transport and other incidentals are not included except where specifically stated.</li> <li>Voucher is not transferable or redeemable for cash and all</li> </ul>
components of the voucher must be taken together and booked as one package.
<ul> <li>Travelers are responsible for their own travel insurance.</li> <li>Any alterations to confirmed details within 7 days of arrival will be at the expense of the voucher recipient.</li> </ul>
Lancemore Mansion Hotel Werribee Park: \$1,000 incl GST
<ul> <li>Prize is valid for two adults</li> <li>A bettle of our york own Lindenderry wine in room on arrival</li> </ul>
<ul> <li>A bottle of our very own Lindenderry wine in room on arrival</li> <li>3 course a la carte dinner for 2</li> </ul>
<ul> <li>Two nights accommodation in a Superior Room</li> </ul>
<ul> <li>Full breakfast for two in the award winning Joseph's Restaurant</li> <li>Prize valid for 3 years from date of winning</li> </ul>
Cruise Whitsundays: \$2,234 incl GST - Prize is valid for two adults
- \$600 cash prize towards the purchase of return flights from
<ul> <li>Melbourne to Proserpine Airport</li> <li>\$72 cash prize towards transfers between Proserpine Airport</li> </ul>
<ul> <li>and Airlie Beach</li> <li>\$300 cash prize towards two nights accommodation to use one</li> </ul>
night prior and one night post Whitsundays Cruise experience
- 1 night Reefsleep experience including
<ul> <li>Scenic return cruise through the Whitsundays to the outer reef</li> </ul>

- Snorkelling with all gear provided, including wetsuits and
stinger suits
<ul> <li>Access to underwater observatory</li> <li>Semi-submarine guided tour</li> </ul>
<ul> <li>Two morning and two afternoon teas, two lunches, dinner and</li> </ul>
breakfast
<ul> <li>All beverages including beer and wine (cocktails and spirits at</li> </ul>
an additional cost)
<ul> <li>Overnight accommodation in Reefbeds under the stars</li> </ul>
- Valid until 01/10/2021
Wings Whitsunday Prize Packages: \$1,772 incl GST
<ul> <li>Prize is valid for two adults</li> </ul>
<ul> <li>\$600 cash prize towards the purchase of return flights from</li> </ul>
Melbourne to Proserpine Airport
<ul> <li>\$72 cash prize towards transfers between Proserpine Airport</li> </ul>
and Airlie Beach
- 2 day 2 night Wings Whitsundays Sailing Adventure including
breakfast, lunch, dinner
<ul> <li>Valid for 12 months from date of winning</li> </ul>
The Langham Melbourne: \$600 incl GST
<ul> <li>Prize is valid for two adults</li> </ul>
- Overnight accommodation
- Melba breakfast for two (2) adults
- Complimentary 1 bottle of sparkling wine on arrival
<ul> <li>Complimentary Valet parking for one (1) car</li> </ul>
<ul> <li>Complimentary one (1) in-room movie</li> </ul>
<ul> <li>Late check-out at 3pm - subject to availability</li> </ul>
<ul> <li>\$100 Food and Beverage voucher</li> </ul>
<ul> <li>Vouchers could be used from 09.11.2020 to 30.06.2021 and</li> </ul>
subject to availability.
Cairns Family Trip: \$9,100 incl GST
<ul> <li>Prize is valid for two adults, two children.</li> </ul>
- Cash prize of \$1,600 towards the purchase of return flights
from Melbourne to Cairns
- Skyrail Rainforest Cableway - Return Skyrail passes for 2 adults,
2 children. Vouchers valid until 31 December 2021
<ul> <li>Experience Co - 2 x Double pass to Fitzroy Island Adventures</li> </ul>
<ul> <li>Babinda Kayaking Half Day trip for four people. 12 month validity.</li> </ul>
- A Classic Kuranda Day Tour for a family, includes Kuranda
Scenic Railway, Kuranda Village, Australian Butterfly Sanctuary,
Rainforestation Nature Park, Army Duck Rainforest Tour,
Pamagirri Aboriginal Experience, Lunch at Rainforestation,
Koala & Wildlife Park.
<ul> <li>AJ Hackett Cairns A group/family of 4 our Skypark Adventure</li> </ul>
Day Pass: unlimited Bungys and Swings all day, return transfers
/ lunch /t shirt + 4x Ultimate Photo + Video Package to
remember their day. Pre-booking is required a minimum of 24
hours before intended travel date, a minimum of 3x Bungy + 3x
Swing included + \$15 bar voucher and t shirt included. Please
check the website as opening times may vary. Gift voucher
must be shown on the day of activity.
<ul> <li>Ingenia Holidays Cairns Coconut Island 4 nights' accommodation in a Superior Villa for up to 2Ad and 3Ch for</li> </ul>

<ul> <li>platter. mist supplies a breakfast hamper as well, as a fully stocked coffee machine and half day tour to snorkel the Great Barrier Reef. The prize is valid for two adults only , additional nights are at current market rates. Snorkeling is subject to availability, early booking is suggested to secure desired dates. To be redeemed between 1 November 2020 and 1 November 2021.</li> <li>Hilton Cairns. 2 night stay for 2 in a Spa Suite, daily Breakfast for 2, Free wifi, Free parking, Welcome bottle of Wine. Subject to availability, black-out dates 28 Dec – 02 Jan 2021. Valid until 30 June 2021.</li> </ul>
<ul> <li>Hunter Valley Escape: \$699incl GST</li> <li>\$400 cash prize towards the purchase of return flights from Melbourne to Sydney</li> <li>Two nights accommodation in the Hunter Valley in a studio room incl daily breakfast. Must travel by 1<sup>st</sup> of Oct, 2021.</li> </ul>
The Deep Blue: \$1,000 incl GST - Prize is valid for two adults
<ul> <li>Prize is valid for two adults</li> <li>2 nights accommodation for two in an Ocean View King Suite</li> <li>Couple's pass to the Hot Springs Sanctuary inc robe, towel &amp; locker hire</li> <li>2 x 1hr relaxation massage at the Day Spa</li> <li>\$100 Dining credit for use at the deep blue dining &amp; bar OR Sanctuary Nourish Dome</li> <li>Prize is valid for 12 months from date of issue .</li> <li>To redeem the prize, the winner must contact the property on 03 5559 2000 to confirm travel dates and prebook all inclusions including massage appointments and hot springs session.</li> <li>Prize is not valid on public holidays and excludes Christmas, New Year, Easter, Warrnambool May Racing Carnival.</li> <li>Couples pass to the Hot Springs Sanctuary includes the Twilight session and hire of one robe each, one towel each and a single locker to share.</li> <li>Accommodation includes one Ocean View King Room for two persons for two nights.</li> <li>Food &amp; Beverage voucher can be redeemed at either the restaurant - Deep Blue Dining &amp; Bar, Room Service or the Nourish Dome ( Located inside the Hot Springs Sanctuary during your bathing session).</li> <li>Any other activities, services or products consumed during the winners stay at the property exceeding the value of the voucher will be at the winners expense.</li> </ul>
Wyndham Resort Torquay: \$1,000 incl GST
<ul> <li>Prize is valid for two adults</li> <li>Lead in room type (King Resort View room) with complimentary upgrade subject to availability</li> <li>Complimentary Bottle of wine on arrival</li> <li>Complimentary coffee each morning</li> <li>Free of charge WI-FI</li> <li>Free or charge DVD Hire</li> <li>Free resort activities (tennis, bike, scooter &amp; surfboards) if available</li> <li>Subject to availability. Blackout dates 20th December to 20th</li> </ul>
February, Public Holidays and Saturday Nights.

	<ul> <li>Balgownie Estate Yarra Valley: \$1,000 incl GST <ul> <li>Two nights accommodation for a couple</li> <li>Daily Breakfast for two (will be a boxed hamper breakfast until the restaurant is rebuilt)</li> <li>Special gift of a bottle of Balgownie Estate Bubbly</li> <li>Valid for one year from date of issue.</li> </ul> </li> <li>Ramada Phillip Island: \$990 incl GST <ul> <li>3 nights in a 3 bedroom villa (valued at \$330 per night + add-ons below)</li> <li>complimentary bottle of wine</li> <li>wifi</li> </ul> </li> </ul>
	- movies (max 3 per day) - resort activities
	All prizes are subject to block out dates, expiry dates and more as set by the prize provider. Prizes subject to availability at time of booking and are at the complete discretion of the Promoter.
	The prize is subject to additional terms and conditions set by the prize provider(s). If the entrant is unable to meet these terms the relevant element of the prize is forfeited.
	The Promoter reserves the right to award discretionary "bonus Prizes" for a selected contesting segment. Bonus prizes apply to one particular contesting segment only and are awarded in the Promoter's absolute discretion. Bonus prizing may include but is not limited to additional vouchers, spending money etc.
	If an entrant is deemed a winner they will receive one (1) prize only.
	All prizes are non-transferable. Any prize that is found to be for sale or on-sold will be cancelled and will not be reissued.
	No refund or exchange will be given for any prize.
	All prizes are subject to COVID and travel restrictions. Compliance with any public health requirements is the responsibility of the winners (and their companion) and the Promoter makes no representations as to the conditions at the destination and is not responsible if the prize is unable to be fulfilled due to COVID restrictions or any other external circumstances outside of the Promoter's control.
14: Total Prize Value	Up to AUD\$70,000 incl GST
15: Winner Notification	<ul> <li>Winners will be notified:</li> <li>on air at the time of winning (The prize winner will then be kept on the telephone or contacted after winning via phone or email to organise the prize.)</li> <li>via SMS</li> </ul>

16.	Publication Details	Winners of prizes valued at over \$500 (inc GST) will be published on the Station Website 'WIN' Page.
17:	Prize Claim and Delivery	The prize vouchers will be emailed to the winners nominated email address or be available for collection from the station when advised by the Promoter.
		Winners may be required to prove their identity and show evidence as documented on their birth certificate, driver's licence or passport before any prize is rewarded.
		Winners may also be required to provide any documentation which the Promoter and/or the Promoter's insurer reasonably requests for the purposes of prize redemption.
		If the prize has been arranged for a certain time/date then the winner must be available to take this as specified by the Promoter. If the winner is unable to facilitate this, then they may be required to forfeit the prize.
18.	Prize Claim Date and Time & Unclaimed Prize Draw	Prize must be claimed within three (3) months of winning. Prizes not claimed by this date will be forfeited.
17.	Special conditions	The promoter reserves the right to add additional prizing to the competition at any point during the competition period.
		The Promoter takes no responsibility for phone dropping out or any technical difficulty experienced by the contestant. If for any technical reason, the phone line drops out, or they are inaudible or they are unreachable for any reason, the entrant will not be awarded with a prize.
		For the avoidance of doubt, the decision as to winner is at the absolute determination of the Promoter and no correspondence will be entered into.
		If an Entrant is deemed a winner, they will receive one (1) prize only.
		Prizes awarded are subject to availability and are at the complete discretion of the Promoter.
		Additional voucher or prize provider conditions apply.
		All prizes are non-transferable. Any prize that is found to be for sale or on-sold will be cancelled and will not be reissued.
		No refund or exchange will be given for any prize.
		<ul> <li>Travel</li> <li>Travel must be taken on the date to be specified by the Promoter/ is subject to black-out period as specified by the Prize Provider. If a winner and travelling companion are, for</li> </ul>

<ul> <li>whatever reason, unable to travel during these dates or do not take an element of the prize within the time stipulated, then that element of the prize will be forfeited by the winner.</li> <li>Unless expressly stated otherwise, the winner (and their travelling companion) is responsible for all other expenses not listed above including but not limited to flights, 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.</li> <li>It is the traveller's personal responsibility to ensure that they have valid documentation, including but not limited to valid passports and visas which meet the requirements of immigration and other government authorities at the destinations. Any fines, penalties, payments of expenditures incurred as a result of such documents not meeting the requirements of those authorities will be the sole responsibility of the traveller.</li> <li>The Promoter makes 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.</li> <li>The Promoter strongly recommends that all winners take out travel insurance and consult the <u>www.smartraveller.gov.au</u> website prior to travelling.</li> </ul>
General
Prizes awarded are subject to availability and are at the complete discretion of the Promoter.
Should any elements of the prize be changed, moved, cancelled or not available for any unforeseen reason or for reasons outside of the Promoter's control (including for example COVID-19), the Promoter takes no responsibility and the Prize Winners will not be compensated.
Prior to acceptance of any prize, the Promoter may require the winner to sign documents including a prize acceptance form, consent to broadcast (such as an image or footage release), liability or publicity waiver or indemnity form. Any winner that fails to sign any required documentation as requested by the Promoter may be disqualified from the promotion.
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.
Should there be any technical malfunctions for any reason, the Promoter has the option to extend the time period for giveaways

and/or change the specified day. The Promoter will then stipulate on air the new end time of the competition. Where applicable, contestants may at the absolute discretion of the Promoter be awarded the prize off air.
Should the contesting segment not be able to run live, the Promoter may pre-record a segment with random callers from another contest set for this promotion 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. Anyone who takes part in a pre- recorded segment will have their minor or major prizes awarded in accordance with a 'live' segment win.
Information collected The Entrant acknowledges and agrees that their personal information will be collected for the purpose of administering the competition and arranging for the prize to be provided to the winning Entrants, and otherwise in accordance with the Promoter's privacy statement at http://www.arn.com.au/about-us/privacy-policy/.
<b>Consent to broadcast participation in contest</b> By entering this competition, Entrants grant to the Promoter a perpetual, non-exclusive, royalty free licence to use their name, image, voice, likeness, biographic information or any other material that identifies them, including any photographic, visual or sound recordings of the same (collectively, Recordings), for the purposes of conducting the competition and for marketing and promotional purposes. This licence includes any social media material published in accordance with the Competition.
By entering this Promotion you agree that ARN can contact you for future promotions, including but not limited to, using your details and broadcasting them on air and/or online.
<b>Contesting dates</b> Contesting dates for prize giveaways is at the absolute discretion of the Promoter. Should for any reason the contesting dates need to change (for example, due to talent being unavailable, technical difficulties with the phones or other equipment, and/or any changes to prize availability) the Promoter will communicate the date change on air, online and/or on social. The Promoter also has the option to extend the existing contesting day should it be required for any reason.
The Promoter reserves the right to amend the contesting period at its absolute discretion; the Promoter reserves the right to terminate the competition subject to any direction from a regulatory authority.
<b>Promoter's right to request further information</b> The Promoter, in its sole and absolute discretion, may request for more information with respect to an entry. Contact by the Promoter or the Station does not mean that the entry is deemed the winner.
<b>Promoter's right to exclude any entrant</b> The Promoter reserves the right to exclude any entrant in its absolute discretion, including should it deem an entrant to be unsuitable for participation in the promotion.

Phone calls If an entrant's phone line drops out, or for any reason the entrant's answer is inaudible, or the announcers are unable to hear the entrant on the phone line, the Promoter (in its sole and absolute discretion) may decide to replace the selected entrant by randomly selecting another entrant who has called through to the Station. Consent to further contact by the Station By entering this Promotion you agree that the Promoter or its related entities can contact you for future promotions, including but not limited to, using your details and broadcasting them on air and/or online. The Promoter will only collect and use your details in accordance with its Privacy Policy at http://www.arn.com.au/about-us/privacy-policy/ Consent to broadcast participation in contest By entering this competition, Entrants grant to the Promoter a
perpetual, non-exclusive, royalty free licence to use their name, image, voice, likeness, biographic information or any other material that identifies them, including any photographic, visual or sound recordings of the same (collectively, Recordings), for the purposes of conducting the competition and for marketing and promotional purposes. This licence includes any social media material published in accordance with the Competition.
Indemnity
Contestants indemnify the Promoter and it's related entities against any claim, action, proceeding, loss or expense arising out of any liability for claims by a third party, or any claims they may have, caused by or in connection with their participation in the Competition or the acceptance of any prize. The Promoter has no ongoing liability to the entrant or their nominated person, for any reason whatsoever.
The Promoter reserves the right to provide hints and clues prior to the contesting segment. Clues may be given away, without limitation, via television, social networking sites and/or on the radio, at the absolute discretion of the Promoter. Clues and hints may be also provided to the contestant during the quiz. Clues and hints will be given at the complete discretion of the Promoter.

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 lossor loss of life in connection with the entrant or winner's participation in the Promotion or prize.
- 6.2 The indemnity granted by each entrant and winner to the Promoter and Australian Radio Network and their respective contractors, employees, directors and officers pursuant to Clause 6.1 includes in respect of any cost, loss, expense, damage or liability whether direct or indirect or consequential, (present or future), and any fine or penalty incurred by the entrant or winner.
- 6.3 In respect of any prize comprising travel or any other activity, the winner expressly acknowledges that undertaking such travel or activity is at the winners own risk and sole discretion and that the winner will make their own assessment of the risks and of their own suitability to participate in or to undertake such activity or travel.
- 6.4 Each entrant and winner may at the discretion of the Promoter be required to execute a Deed of Indemnity & Release prior to their participation in a Promotion or prize in a form determined by the Promoter. The Promoter may deem an entrant ineligible to participate in a Promotion or ineligible to win a prize if they fail to provide such release or indemnity on request.
- 6.5 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.