

Competition Terms and Conditions Schedule

[Game of skill]

1:	Name of Promotion	Jase and Lauren's Hide and Seek
2:	Promoter Name & ABN	Double T Radio Pty Ltd (trading as KIIS 101.1) 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	<p>Competition commences Monday 30th January 2023 at 06:00AM (AEDT)</p> <p>The Promoter reserves the right to tease the promotion prior to the competition start date. Additionally, due to the nature of the promotion, <i>contesting</i> will commence at any point from the commencement of the Competition, in the promoter's discretion. The commencement of contesting will be announced on air.</p>
7.	Competition Period Close Date & Time	<p>Competition concludes Friday 24th February 2023 at 11:59 PM (AEDT) ('Competition Close Date').</p> <p>The Promoter reserves the right to:</p> <ul style="list-style-type: none">(i) close the Competition prior to the Competition Close Date after the Major Prize has been awarded;(ii) amend the contesting period at its absolute discretion including to close the competition within the Competition Period;(iii) terminate the competition subject to any direction from a regulatory authority. <p>For the avoidance of doubt, if Jase and Lauren (the "Talent") are not found at least once prior to the Competition Close Date, no prizes will be awarded.</p>
8.	Entry Restrictions	<ul style="list-style-type: none">a) Entrants must be 18 years of age or over at the time of entry.b) Entrants may only enter once and only one prize can be won per person per competition.c) Promotions are not open to any person, including Australian residents, entering the competition from outside of Australia.d) Entrants acknowledge that they must be contactable by the Promoter in order to be successful. Entrants unable to be

	<p>contacted in accordance with these terms for any reason will forfeit their prize / opportunity.</p> <p>e) Entrants who provide incorrect, misleading or fraudulent information are ineligible in the promotion and all entries of an entrant who is deemed by the Promoter to have provided incorrect or misleading information may, at the discretion of the Promoter be deemed invalid.</p> <p>f) Entrants may be required to sign a legal indemnity form prior to accepting any prizes.</p> <p>g) Entrants must be Australian residents and have a registered address in VIC.</p> <p>h) Entrants must provide a nominated valid Australian bank account as requested by the Promoter, in the event that the entrant is a winner.</p> <p>i) A person that is put to air, 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 may not be eligible to participate, at the discretion of the Promoter.</p> <p>j) If for any technical reason, the phone line drops out, or they are inaudible or they are unreachable for any reason (including without limitation any technical or operator error), the entrant may not be permitted to participate or they will not be awarded with a prize.</p> <p>k) Entrants must only use lawful and authorised methods for locating the secret location of the Talent during the Competition Period. If the Promoter discovers that an entrant participates by using unlawful means to uncover the secret hiding place they will be immediately disqualified, at Promoter's sole and absolute discretion.</p> <p>l) Entries must include all requested contact details to be eligible to win. Entrants may only enter in their own name. Inaudible, incomprehensible, illegible, and incomplete entries will be deemed invalid.</p> <p>m) Any costs associated with accessing the promotional website, SMS line, or participating in the Competition is the entrant's responsibility and is dependent on the service provider used.</p> <p>n) The cost of sending an SMS message is the entrant's responsibility. Entrants must use their own mobile phone for SMS entries. Entrants must ensure that all care is taken when sending messages to enter this promotion. It is the entrant's responsibility to SMS the correct number. The Promoter will not be liable for costs incurred, responses received or any other consequences of user error. Any SMS entries submitted after the promotion period has closed will not be included in the promotion.</p> <p>o) The Promoter reserves the right to give away clues or bonus entries to registered iHeartRadio users via the iHeartRadio app.</p>
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<p>9. How to enter</p>	<p>At various times during the Competition Period (and in some cases prior to the competition start date):</p> <ul style="list-style-type: none"> (a) The Promoter will solicit on air on KIIS 101.1 FM for listeners to participate in Jase & Lauren’s Hide and Seek competition during a specified time period. Listeners will be invited to text “SEEK” to 0429 13 1065 to register their interest in participating in the competition. Listeners may also be invited via Station on-air commercials; announcer solicits or via social media to take part in the competition. (b) Entrants who text the word “SEEK” to 0429 13 1065 will be sent a link to the kiis1011.com.au webpage to complete an entry form to participate in Jase & Lauren’s Hide and Seek Competition. Entrants who text “SEEK” to 0429 13 1065 but do not follow through to complete the web entry form will not be eligible to participate in the competition. (c) Entrants who meet the entry restrictions and eligibility, may participate in the competition seeking Jase & Lauren on the terms and conditions set out herein. (d) Participants must locate and identify the hidden location where the Talent – Jase & Lauren - are hiding, between the active contesting hours of 6.00AM (AEDT) and 9.00PM (AEDT). Activity outside of these contesting hours will be deemed ineligible to win the major prize. (e) In order to be deemed a valid winner of the Major Prize, participants must: <ul style="list-style-type: none"> a. identify the secret location; and b. Knock on the door to the secret location; and c. physically locate Jase and Lauren within the secret location and make contact with them in-person; and d. recite three (3) correct answers to the clues provided by the Promoter throughout contesting that led them to find Jase and Lauren. <p>The first participant who successfully completes the above will be deemed the Major prize winner.</p> (f) During contesting, the Promoter will broadcast clues on various contesting days, either online, social media sites, on-air or in association with iHeartRadio. (g) The promoter reserves the right to distribute clues at their discretion. Clues may be updated online at kiis1011.com.au, on KIIS 101.1 FM’s social media pages and on-air between 6am – 6pm (AEDT) daily. The promoter reserves the right to provide clues via other media outlets including iHeart Radio. (h) Entrants may be encouraged to share theories and guesses to the location on air, on social media, via the
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	<p>SMS line they registered on, or phone. However guessing the correct location via these channels does not deem you a winner of the Major Prize. Valid entrants must be the first to complete the above steps as outlined at cl.9.(e) and in accordance with the Judging Criteria prior to being determined a winner.</p> <ul style="list-style-type: none"> (i) Entrants clues will be verified on site with Promoter at the secret location and their answers to the clues will be verified at the discretion of ARN in order to award the prize. (j) Entrants may be required to go through an eligibility checklist (at the absolute discretion of the Promoter) as noted in the entry restrictions. If an Entrant does not meet the eligibility requirements they will not be able to participate. (k) The Promoter’s decision is final and no correspondence will be entered into. (l) The Promoter reserves the right in its absolute discretion to refrain from broadcasting any call. <p>Other Entry At various times across the Competition Period the Promoter at its absolute discretion may open alternative forms of entry.</p> <p>This may include but is not limited to entries via the Station website, at live events, via the Promoter’s representatives and street team, via station SMS text. The Promoter will specify the specific mechanic and rules for entry and selection either online, on air, in person (for street team activities), or via social media (as applicable).</p> <p>Optional Bonus round</p> <ul style="list-style-type: none"> a) If the Major Prize is awarded prior to the Competition Close Date, then the Promoter reserves the right to offer a ‘bonus Hide & Seek round’ but is not obligated to so. This is at the sole and absolute discretion of the Promoter. b) If the Promoter decides to offer a bonus Hide and Seek round, Entrants who have validly entered previously will be permitted to participate again based on their original registration. c) The Promoter may also invite new listeners to participate in the bonus round on the same terms as outlined above.
<p>10. Limitation on entries</p>	<p>Entrants may enter the competition as many times as they wish, however Entrants may only win one (1) prize each.</p>
<p>11. Challenge Details</p>	<p>Outside Challenge</p> <ul style="list-style-type: none"> (a) Registered entrants will be invited to participate in KIIS101.1’s ‘Jase and Lauren’s Hide and Seek’ and take part in the challenge of trying to find Jase and Lauren prior to the Competition Close Date.

	<p>(b) The challenge will require valid entrants to physically locate Jase and Lauren (who are hidden somewhere secret in Melbourne, Victoria), complete clues and attempt to be the first to find them.</p> <p>(c) In order to be successful, and deemed the Major Prize Winner, the participants must be the first to:</p> <ol style="list-style-type: none"> a. identify the secret location; and b. Knock on the door to the secret location; and c. physically locate Jase and Lauren within the secret location and make contact with them in-person; and d. recite three (3) correct answers to the clues provided by the Promoter throughout contesting that led them to find Jase and Lauren. <p>(d) If the participant satisfactorily completes the challenge within the time specified and in accordance with the above criteria and any other criteria for success as specified by the Station, the challenger will win the Major Prize.</p> <p>(e) Challengers will be required to adhere to competition rules and regulations as specified by the Promoter prior to the challenge commencement. Rules may or may not be stipulated on air by the Promoter, at their absolute discretion.</p> <p>(f) In the event of a tie-break, the Promoter will determine the winner at its absolute discretion. This may be by way of asking the participants to provide additional correct answers to the clues provided throughout the Competition (with the participant who is able to provide the most correct answers being deemed the winner) or by splitting the Major Prize between the two participants or by any other means the Promoter deems appropriate.</p> <p>(g) The Promoter, at their absolute discretion, reserves the right to introduce additional challenges and/or vary up the rules, as stipulated on air. For example, at any time during the challenge the announcer may give the entrant additional challenges or bribes. Examples including, but not limited to: A bonus round/double or nothing.</p> <p>(h) Should the challenger refuse, or fail to satisfactorily complete the challenge within the time specified, they will forgo any prize and the Station will not be required to conduct the challenge again.</p> <p>(i) The Station's decision as to the result of the challenge is final and no correspondence will be entered into.</p>
<p>12. Judging Criteria</p>	<p>Each entrant will be individually judged (by representatives of the Promoter) based on the eligibility criteria and the criteria for successfully locating the Talent, being the first valid entrant to:</p> <ul style="list-style-type: none"> • identify the secret location; and • Knock on the door to the secret location; and • physically locate Jase and Lauren within the secret location and make contact with them in-person; and

	<ul style="list-style-type: none"> recite three (3) correct answers to the clues provided by the Promoter throughout contesting that led them to find Jase and Lauren. <p>In the event of a tie-break, the Promoter may determine the winner at its absolute direction.</p> <p>The Promoter's decision is final and no correspondence will be entered into.</p>
13. Draw Details	N/A
14: Prize Details	<p>There is up to one (1) Major Prize to be won for up to one (1) winner.</p> <ul style="list-style-type: none"> The Major Prize winner will receive up to AUD \$50,000 cash. <p>If an Entrant is deemed a winner, they will receive one (1) Major Prize only.</p> <p>Prizes awarded are subject to availability and are at the complete discretion of the Promoter.</p> <p>The Promoter reserves the right to award a discretionary "bonus Prize" for a selected bonus contesting round if the Promoter elects to run a 'bonus Hide & Seek round'. Bonus prizes apply only to the bonus contesting segment and are awarded in the Promoter's absolute discretion. Bonus prizing includes cash to the value of up to \$20,000.</p>
15: Total Prize Value	Up to AUD \$70,000 (incl GST)
16: Winner Notification	<p>The winner will be notified:</p> <ul style="list-style-type: none"> in person upon finding and confirming clues with Jase & Lauren; Winner will be notified via SMS; on-air if they have been successful in winning a prize. <p>The prize winner will then be kept on the telephone or contacted after winning via phone or email to organise the prize.</p> <p>If an entrant is unsuccessful in obtaining a prize, they will be notified and there will be no follow up from the Promoter.</p>
17. Publication Details	NA
18: Prize Claim and Delivery	<p>Prizes must be claimed by 3 Months from the date of winning.</p> <p>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.</p>

	<p>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.</p> <p>Any unclaimed prizes will be forfeited.</p> <p>The Promoter will not be liable for prizes that are damaged or lost in the mail or not delivered to the winner due to external circumstances outside of the Promoter's control. No compensation or replacement prizes will be offered.</p> <ul style="list-style-type: none"> • Bank Transfer - The prize will be transferred to the winner's nominated bank account via electronic funds transfer (or to the nominated bank account of the winner's parent/guardian if the winner is under 18 years of age). This may take up to 4 weeks to show up in the winning contestant's nominated bank account.
<p>19. Prize Claim Date and Time & Unclaimed Prize Draw</p>	<p>Prize Claim Unless otherwise specified by The Promoter prize/s must be claimed within 3 months from the date of the contest and win.</p> <p>If the winner does not claim their prize(s) within a three-month period, they will forfeit their prize.</p> <p>The Promoter will not be liable for prizes that are damaged or lost in the mail or not delivered to the winner due to external circumstances outside of the Promoter's control. No compensation or replacement prizes will be offered.</p> <p>Unclaimed prize draw There will be no unclaimed prize draw.</p>
<p>20. Special conditions</p>	<p>General The Promoter's decision is final and no correspondence will be entered into regarding the award of any prize or the pronouncement of a winner or winners (as applicable).</p> <p>Prizes awarded are subject to availability and are at the complete discretion of the Promoter.</p> <p>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.</p> <p>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.</p>

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.

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/>.

Contesting dates

Contesting dates for prize giveaways is at the absolute discretion of the Promoter. Should for any reason the contesting dates need to change (for example, due to talent being unavailable, technical difficulties with the phones or other equipment, and/or any changes to prize availability) the Promoter will communicate the date change on air, online and/or on social. The Promoter also has the option to extend the existing contesting day should it be required for any reason.

Promoter's right to request further information

The Promoter, in its sole and absolute discretion, may request for more information with respect to an entry. Contact by the Promoter or the Station does not mean that the entry is deemed the winner.

Promoter's right to exclude any entrant

The Promoter reserves the right to exclude any entrant in its absolute discretion, including should it deem an entrant to be unsuitable for participation in the promotion.

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.

Challenges

Challengers may be required to complete a medical questionnaire and/or sign an indemnity/waiver prior to taking part in any challenge. The Promoter reserves the right to disqualify anyone it deems unsuitable to participate in a challenge based on potential risk to their health.

By entering this competition, Entrants grants to the Promoter approval to contact the Challengers when the Promoter deems necessary, including for on-air or pre-recorded interviews. Challengers may be contacted throughout the course of the competition and event period on multiple occasions.

The Challengers must consent to all elements of the Challenge being described, recorded, filmed and/or photographed as part of the challenge. Challengers must also agree to the use of footage, photographs recordings or descriptions taken of the challenge to be broadcast or published by the Promoter in its discretion, including for promotional purposes. Entrants may be recorded on Facebook and/or Instagram Live throughout the challenge.

Should the Challenger refuse, or fail to satisfactorily complete the challenge within the time specified, they will forgo any prize and the Station will not be required to conduct the challenge again.

Challengers are subject to any additional terms and conditions placed by the venue in which the event is to be held.

The Station's decision as to the result of the challenge is final and no correspondence will be entered into.

Pre-record where the contesting segment cannot run live

Should the contesting segment not be able to run live, the Promoter will pre-record a segment with entrants from the list which will run on the pre-recorded show day. Any listener who is chosen to participate in a pre-recorded segment will be made aware at the time of participating. Anyone who takes part in a pre-recorded segment will have their minor or major prizes awarded in accordance with a 'live' segment win.

Any listener who is chosen to participate in a pre-recorded segment must not make any statement, announcement or comment to the public or any media regarding their participation, without the express prior approval of the Promoter.

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/>

Filmed activities / challenges

The Winner must agree that they are willing for the activity to be filmed, photographed or otherwise recorded and cooperate with all steps to provide and/or obtain the necessary permits, approvals and consents required and to sign any related agreement in relation to the activity indicating that they have done so.

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.

	<p>Consent to broadcast participation in offsite contest Entrants also authorise the Promoter to publish their likeness or matter that identifies them in any material associated with the Activity. Such publication may include radio and television broadcast, posting on websites or social media, diffusion by pay-TV and the Entrant acknowledges that they have no copyright in such material.</p> <p>Indemnity Contestants indemnify the Promoter and its related entities against any claim, action, proceeding, loss or expense arising out of any liability for claims by a third party, or any claims they may have, caused by or in connection with their participation in the Competition or the acceptance of any prize. The Promoter has no ongoing liability to the entrant or their nominated person, for any reason whatsoever.</p> <p>Clues and Hints The Promoter reserves the right to provide hints and clues prior to the contesting segment. Clues may be given away, without limitation, via television, websites, 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 who reserves the right to award additional clues or hints but is under no obligation or expectation to do so.</p> <p>Facebook/Instagram/Twitter The Promoter reserves the right to solicit for entrants on Facebook, Instagram and Twitter and invite them to register for the Promotion.</p> <p>When entering this Promotion, you agree to release Facebook, Instagram and Twitter from all liability and claims arising out of or in connection with the Promotion or these terms and conditions.</p> <p>You acknowledge and agree that your entry must be in accordance with Twitter, Instagram and Facebook's Statement of Rights and Responsibilities and can be removed at any time by the Promoter or otherwise in accordance with Twitter, Instagram and Facebook's Statement of Rights and Responsibilities.</p> <p>The Competition is in no way sponsored, endorsed, administered by, or associated with Facebook and Twitter. Any questions, comments, or complaints regarding the Promotion should be directed to the Promoter.</p> <p>When entering the Promotion, you are providing your information to the Promoter and not to Facebook, Instagram or Twitter.</p> <p>Costs associated with accessing the Facebook, Instagram or Twitter pages or accounts remain an Entrant's responsibility and may vary depending on the internet service or telecommunications provider used.</p>
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The Australian Radio Network General Terms and Conditions as published on the Station Website and available from the Stations reception on request subject to such variations may be provided for in this Schedule.

AUSTRALIAN RADIO NETWORK

General Terms and Conditions for Promotions & Competitions

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

1. **THIS DOCUMENT:**

- 1.1 The following General Terms & Conditions apply to all competitions, giveaways and promotions ("**Promotion/s**") run by this ("**Radio Station**").
- 1.2 In the event that a Competition Terms and Condition Schedule ("**Schedule**") has been published in respect of a Promotion then these General Terms and Conditions are subject to all terms and variations as are specified in the Schedule for the purposes of that Promotion.
- 1.3 The "**Promoter**" is the operating entity of the Radio Station unless otherwise specified in a Schedule for the Promotion.
- 1.4 These General Terms and Conditions and the terms and conditions of any applicable Schedule are collectively referred to as the "**Terms and Conditions**".

2. **CONDITIONS OF ENTRY:**

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

3. **WHO MAY ENTER PROMOTIONS:**

- 3.1 Promotions are open to permanent residents in the State or Territory in which details of the Promotion are broadcast by the Radio Station unless otherwise specified in the Terms and Conditions.
- 3.2 Some Promotions will only be open to persons who are 18 years of age or older at the time of lodging their entry.
- 3.3 The Promoter may specify health, fitness or other requirements for entry if a Promotion requires any form of participation on the part of the entrant or other persons. Such requirements will be determined by the Promoter at its discretion with regard to the health and safety of all participants.
- 3.4 The Promoter may at its discretion withdraw or exclude any person from the Promotion or participation in any prize based on that person's health or medical history.
- 3.5 Unless otherwise stated in a Schedule for a Promotion, each entrant may only enter a Promotion once.
- 3.6 Entries can only be made in an individual's own name and in their own capacity and no entry can be made for or on behalf of any other person, venture or organisation.
- 3.7 Promotions are not open to:
 - (a) employees of, or contractors to, the Promoter or any of its agencies involved with the Promotion;

- (b) the spouse, de facto spouse, parent, natural or adopted child, or sibling (whether natural or adopted by a parent) of such employees and contractors (whether or not they live in the same household);
- (c) any person who is discovered to have used or attempted to use any more than one name in order to qualify to win any Promotion run by the Promoter except in the case of a legal change of name;
- (d) any person where that person or anyone from the same family or household has won a prize or prizes from the Promoter on the radio station or on any station owned or controlled by the Australian Radio Network valued either individually or collectively at more than **\$500 in the 30 days** prior to the commencement of the Promotion, or **\$20,000 in the 6 months** prior to the commencement of the Promotion.

- 3.8 Entrants must not have any prior criminal convictions, AVOs or Police records and the Promoter reserves the right to terminate their involvement with the Entrant if this sub-clause is found to be in breach at any time throughout the contesting period.
- 3.9 All contestants acknowledge and agree that the Promoter can rely on the Terms and Conditions and in particular, this Clause 3 even if the Promoter only learns of a person's ineligibility after the Promoter has or appears to have awarded the prize to the ineligible person. In those circumstances, the Promoter can require return of the prize or payment of its value to the Promoter.

4. **ENTRY REQUIREMENTS:**

- 4.1 All entries must be lodged in accordance with the requirements of the Terms and Conditions for the specific Promotion.
- 4.2 The Promoter is entitled at its sole discretion to reject or disqualify any entry which it determines to be incomplete or ineligible or which in the sole opinion of the Promoter contains unlawful, defamatory, offensive or other material which if published or broadcast would place the business interests of the Promoter at risk or adversely effect the goodwill, name or reputation of the Promoter.
- 4.3 All entries in any form, whether written or delivered by email, telephone, SMS or otherwise are deemed received only upon actual receipt of a complete and eligible entry by the Promoter. In the case of online entries by way of website or other communication application, an entry will not be deemed received unless and until a complete and legible entry is received onto the Promoter database. The Promoter shall have no responsibility for the failure of any means of communication whether within the Promoter's control or otherwise.
- 4.4 Where entries are made by SMS, the maximum cost of each SMS is 55 cents (including GST). Participation will only be open to entries submitted from the Participant's own telephone and where such telephone allows caller ID, is SMS compatible and is connected via a service provider which allows the receipt of text and premier messaging.

5. **PRIZES:**

- 5.1 All prizes will be awarded either:
- (a) where a Schedule applies in respect of the Promotion, as provided for in that Schedule; or
 - (b) in other cases as is published by the Promoter in respect of the Promotion.
- 5.2 All prizes must be collected within 3 months of the date of notification of winners as provided for below. Subject to the regulatory requirements of the individual States or Territories, prizes not collected within 3 months will be forfeited and will be redistributed into the prize pool of the

associated station and used for alternative contest giveaways. See clause 16 regarding Prize Claim and Delivery.

- 5.3 All prize items are valued based on recommended retail pricing inclusive of GST and the Promoter takes no responsibility for any variation in item values.
- 5.4 Any taxes which may be payable as a consequence of a winner receiving the prize are the sole responsibility of that winner.
- 5.5 Prizes are non-transferable and may not be redeemed for cash.
- 5.6 All "cash" prizes will be paid to by bank transfer to the winner's nominated bank account. Payments will only be made to the account owned by the winner. Winner's must provide the correct details for their nominated bank account and they will not be compensated if incorrect details are provided resulting in cash prizes being paid to the wrong account. Alternatively, winners can request a cheque be drawn, payable to the winner only.
- 5.7 If the specified prize becomes unavailable due to general unforeseen circumstances, the Promoter may substitute a prize of like or equal value, subject to state regulations.
- 5.8 If the specified prize becomes unavailable due to acts of terrorism or acts of god (IE earthquake – or other natural disaster). The Promoter and its associated promotional partners will not be liable for replacement of any prize.
- 5.9 If a prize comprises tickets or attendance at any function or event, the Promoter accepts no responsibility or liability in respect of the function or event. Should the function or event be cancelled, postponed or otherwise varied, including but not limited to by the substitution of the promoted performers, then the Promoter has no responsibility to provide alternate or substitute tickets or to provide any cash equivalent in substitute for the tickets. The winner will in all respects be bound by and comply with the terms and conditions applicable to such event or performance including but not limited to the requirements for responsible service of alcohol and the right of the Promoter, the organiser of such a function or event or their respective contractors or representatives the right to refuse the winner and/or any guests of the winner entry or service.
- 5.10 Where a prize includes backstage or other opportunities to meet performers or celebrities, all such opportunities are at the discretion of the relevant artist or celebrity and their management and the Promoter will not be responsible or liable in the event that such meet and greet opportunities do not take place and no replacement tickets, cash substitute or other compensation will be payable in any form by the Promoter in these circumstances.
- 5.11 If a prize includes attending an event where alcohol is served, then a winner and any accompanying guests must be 18 years of age or over and must carry with them at all times during such event valid photographic identification and must provide such proof of age for inspection on request.
- 5.12 If a prize comprises vouchers, then all vouchers will be subject to the terms and conditions of the provider of the vouchers and the expiry date specified by the provider of the voucher.
- 5.13 Unless otherwise specified, the class of travel for a travel prize incorporating an airfare is economy class.
- 5.14 Any prize comprising accommodation will be for accommodation costs only and does not include additional charges (such as mini bar, in-room entertainment, dry cleaning, room service or other additional charges) unless additional room service or other related charges are expressly stated to be included in the Schedule for the Promotion.
- 5.15 All prizes awarded are for the benefit of the entrant only unless otherwise specified in a Schedule for the Promotion and are non-transferable. Prizes must be used within the applicable time frames and

dates specified for the purposes of the Promotion and may be subject to availability and school holiday or peak season exclusions.

- 5.16 Where a prizes includes travel, it is the responsibility of the winner to take out appropriate travel and related insurance at their own cost.
- 5.17 If a prize includes overseas travel then unless otherwise specified in a Schedule for the Promotion, the prize will exclude applicable Government taxes and charges. It is the responsibility of the entrant to ensure they and any accompanying persons hold valid passports and comply with all legal and regulatory requirements for the travel component of any prize. All travel is at the entrant's own risk and the Promoter accepts no liability or responsibility whatsoever in respect of loss or injury caused during such travel. Failure for any reason to utilise a prize comprising travel within the specified dates will result in the forfeiture of the prize.
- 5.18 The Promoter may at its absolute discretion withdraw or exclude any person from the Promotion or participation in any prize if that person at any time behaves in a manner which in the opinion of the Promoter or the staff contractors or representatives of the operator of any event comprising a prize in a Promotion is inappropriate or offensive or is or could be considered antisocial, dangerous or threatening or which may cause injury to themselves or any other person.
- 5.19 The decision of the Promoter will be final in determining the winner of each Promotion. This will include but not be limited to adjudicating on whether answers to quizzes are correct or otherwise and in the event of a tie or draw in a Promotion determining at its discretion which entrant shall be declared the winner.
- 5.20 If the Promoter becomes aware at any time, including after a winner has been announced, that an entrant has not complied with these Terms and Conditions or other terms and conditions of the Promotion, the entrant will have no entitlement to any prize and, as required by the Promoter, must return or repay the full value of any prize received.

6. PARTICIPATION IN ACTIVITIES AND PRIZES AND INDEMNITY:

- 6.1 Any entrant or winner participating in any activity for the purposes of the Promotion or in respect of any prize agrees to fully release and indemnify to the maximum extent permissible by law, the Promoter and Australian Radio Network and their respective contractors, employees, directors and officers in respect of any claim for accident, injury, property damage, financial 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 Unless otherwise specified in the applicable competition Schedule, winners may substitute a proxy to take part on their behalf – full details of proxy will need to be provided to the promoter prior to activity commencement. Such proxy to provide a release and indemnity in accordance with clause 6.1 and otherwise to be bound by the Terms and Conditions of the Promotion.

- 6.6 Where an entrant or winner is under the age of 18, their parent or guardian will be required to sign the necessary indemnity and consent forms in order for the entrant to participate in the Promotion or prize.
7. **PRIZE COLLECTION:**
- 7.1 Prizes must be claimed in person unless the winner is advised otherwise by the Promoter. The winner will be required to provide photographic identification for the purposes of collecting the prize. The collection of prizes is the sole responsibility of the winner.
- 7.2 For cash prizes, photographic identification must be provided in person at least 5 business days in advance of the intended pick up date to enable cheques to be drawn. Photographic identification will also be required when collecting the prize.
- 7.3 Lost cheques will only be reissued within 6 months of their original issue date and only once.
- 7.4 A copy of the Terms and Conditions and/or a signed receipt and acknowledgement must be signed and endorsed by any winner to indicate his/her understanding and acceptance of these terms.
- 7.5 Prizes will only be awarded following winner validation and verification. The determination of the Promoter or such judges as are nominated by the Promoter are final and no correspondence will be entered into.
- 7.6 If a prize is mailed to an entrant by the Promoter the Promoter shall not be responsible for any replacement or compensation if the prize is lost or is delayed so that for example tickets arrive after their scheduled event. It is at the sole discretion of the Promoter whether or not to mail any prize.
8. **PUBLICITY:**
- 8.1 Each entrant consents to the content of their entry and any telephone entries or other call with the Promoter being recorded, broadcast and published online by the Promoter without payment.
- 8.2 If an entrant submits a photograph as part of a Promotion the entrant consents and hereby grants to the Promoter all rights necessary for the Promoter to edit and publish on its website the photograph at the Promoter's discretion and for other publicity purposes associated with the promotion of the Radio Station. The entrant warrants to the Promoter that all parties shown in the photograph have provided their consent for the purposes of the Promotion and that the photograph is in fact a photograph of the entrant where this is a requirement of the Promotion.
- 8.3 Acceptance of a prize constitutes permission for the Promoter to use winner's name, suburb of residence, recording of winner's voice, photos and likeness and filming for advertising and promotional purposes by the Promoter for broadcast by radio and for use on line without compensation, unless otherwise prohibited by law. The winners name will NOT be used or listed in any other form of media without the explicit and written permission of the winner.
9. **EXCLUSION OF LIABILITY:**
- 9.1 The Promoter takes no responsibility for the loss of prizes due to incorrect or imprecise delivery details provided by an entrant.
- 9.2 The Promoter makes no representations or warranties as to the quality, suitability or merchantability of any goods or services offered as prizes.
- 9.3 To the extent permitted by law, the Promoter is not liable for any loss suffered or sustained to personal property and including, but not limited to consequential (including economic) loss by reason of any act or omission, deliberate or negligent, by the Promoter, or its servants or agents, in connection with the arrangement for supply, or the supply, of any goods or services by any person to the prize winner(s) and, where applicable, to any persons accompanying the winners.

- 9.4 A winner (or his or her guests, parent or guardian as appropriate) may be required to sign and return any liability release provided by the Promoter and/or its contractors as a condition of the prize being awarded. Failure to return the signed releases and indemnities will result in the entitlement to the prize being forfeited and the selection of another winner.
10. **OWNERSHIP OF ENTRIES:**
- 10.1 All entries (whether in written, audio or visual form, or a combination of those) become and remain the property of the Promoter (subject to the limits contained in the Privacy Statement).
11. **DISQUALIFICATION:**
- 11.1 The Promoter is not responsible for lost, interrupted communications or unavailable network server or other connections, failed telephone, mid-delivery or computer transmissions or other errors of any kind, whether human, mechanical or electronic. For the avoidance of doubt, the Promoter is not responsible for technical delays associated with the IP delivery or the carriage service. Entrants in promotions that involve a cue to call may experience varying delays depending on their mode of reception.
- 11.2 The Promoter assumes no responsibility for any error, defect, delay, theft or unauthorised access to or alternation of entries. Subject to any written directions given under the applicable law, if for any reason, the Promotion is not capable of operating as planned, including infection by computer viruses, tampering, unauthorised intervention, fraud or any other causes beyond the control of the Promoter which corrupts or affects the administration, security, fairness, or proper conduct of the Promotion, then the Promoter reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Promotion.
- 11.3 The Promoter reserves the right, in its sole discretion, to disqualify any individual for:
- (a) tampering with the entry process, including exceeding any limitation on the numbers of entries, or any other process as determined by the Promoter that in any way affects the fairness of the promotion;
 - (b) tampering with the operation of the Promotion or any web site of the Promoter or associated with the Promotions;
 - (c) acting in violation of these Terms and Conditions; or
 - (d) acting in an unsportsmanlike or disruptive manner.
- 11.4 If an entrant selected as winner is found to be in breach of these Terms and Conditions a new winner may be selected and, in the event that the entrant in breach has been awarded a prize, the entrant may be required to return the prize or reimburse the value of the prize to the Promoter.
12. **TERMINATION:**
- 12.1 Subject to the regulatory requirements in each State or Territory, the Promoter may at its discretion vary the Terms and Conditions or terminate, vary the Terms of Conditions for Promotion or terminate entirely a promotion.
13. **PARTICIPATION:**
- 13.1 Participation in the Promotion constitutes the entrant's unconditional agreement to and acceptance of the Terms and Conditions. The Terms and Conditions may change from time to time. The entrant is responsible for ensuring his or her familiarity with the Terms and Conditions for the Promotions at the time of participation. The Promoter's decision not to enforce a specific restriction does not constitute a waiver of that restriction or of the Terms and Conditions Promotion generally.

14. **PRIVACY:**

- 14.1 All personal information submitted by any entrant for the purposes of a promotion will be governed in accordance with the Privacy Statement for the Promoter. Please refer to the Privacy Statement for a full description of our privacy policy.