

ARN Competition Terms and Conditions Schedule

Game of Chance

1. Name of Promotion	<i>Kyle & Jackie O's \$5Million Dawn Dig</i>
2. Permit Number authorised under	NSW Permit No. NTP/12500 NSW Authority number Licensee TP/00095
3. Promoter Name	Commonwealth Broadcasting Corporation Pty Ltd (trading as KIIS 1065) ABN 44 000 019 796 Double T Radio Pty Ltd (trading as KIIS 101.1) ABN 61 003 181 244
4. Stations	KIIS 101.1 KIIS 106.5
5. Websites	http://www.kiis1011.com.au/ http://www.kiis1065.com.au/
6. Eligible states/territories	NSW VIC
7. Promotional Period	Starts Friday 21 February 2025 at 6:00 AM (AEDT) Ends on Friday 11 April 2025 at 10.00 AM (AEDT) or whenever the prizes for the Second Chance Dig have been awarded.
8. Entry Period for Kyle & Jackie O's \$5Million Dawn Dig	Starts Friday 21 February 2025 at 6:00AM (AEDT) Ends on Thursday 10 April 2025 at 7.30 AM (AEDT)
9. Entry Period for Second Chance Dig	Starts Friday April 11 at 6.00 AM (AEDT) Ends on Friday April 11 at 8.00AM (AEDT)
10. Entry Restrictions	<p>Entrants must be:</p> <ul style="list-style-type: none"> (a) 18 years of age or over at the time of entry. (b) Australian residents and have a registered address in either NSW or VIC. (c) contactable by the Promoter. <hr/> <p><i>Kyle & Jackie O's \$5Million Dawn Dig Challenge</i></p> <p>Entrants must be able to attend the \$5Million Dawn Dig Challenge on Friday 11 April 2025 at a time and a location in Melbourne to be advised by the Promoter.</p> <hr/> <p><i>Second Chance Dig</i></p> <p>Entrants must be able to attend the Second Chance Dig on Friday 11 April 2025 at a time and a location in Melbourne to be advised by the Promoter.</p>
11. Maximum entries	Entrants may enter multiple times, however, Entrants must provide different responses to questions provided by the Promoter, in each entry. There are otherwise no limitations on entries into the Promotion.
12. How to enter	<p><i>Kyle & Jackie O's \$5Million Dawn Dig Challenge</i></p> <p>During the Entry Period:</p> <ul style="list-style-type: none"> (a) Entrants may call 13 1065 at various times (as determined by the Promoter in its absolute discretion). (b) Entrants who successfully call 13 1065 may be selected by the Promoter to be included on the "Dig List" (in accordance with the Judging Details in paragraph 14 below). (c) All Entrants placed by the Promoter on the "Dig List" will be contacted by the Promoter and may be requested to answer a question/s as specified by the Promoter. <hr/> <p><i>Other Entry</i></p> <p>At various times across the Entry Period, the Promoter may, at its absolute discretion, invite Entrants to enter, which may include but is not limited to entries via the Stations' websites, via the Promoter's representatives and street team, via Stations' SMS text or via social media.</p>

	<p><i>Selection of Finalists</i></p> <p>(a) The Promoter will judge all valid entries in accordance with the Judging Details to determine one (1) Finalist and up to two (2) Back-Up Finalists.</p> <p>(b) If for any reason the Finalist is unfit or unable to attend the <i>Kyle & Jackie O's \$5Million Dawn Dig Challenge</i>, the Promoter may select one of the Back-Up Finalists (in its absolute discretion) to become the new Finalist.</p> <p>(c) If selected as a Finalist and you are a resident of Victoria, you must arrange your own transport to and from the <i>Kyle & Jackie O's \$5Million Dawn Dig Challenge</i>.</p> <p>(d) If selected as a Finalist and you are a resident of New South Wales, you will be provided with return economy flights, minimum 3 star accommodation for a minimum of 1 night and transfers (for a minimum of two people and maximum of four people in total, at the Promoter's sole and absolute discretion) to the <i>Kyle & Jackie O's \$5Million Dawn Dig Challenge</i>.</p> <hr/> <p><i>Second Chance Dig</i></p> <p>During the Entry Period for the Second Chance Dig, persons will be invited to attend a location in Melbourne (to be advised by the Promoter) and register in person.</p> <hr/> <p><i>Selection of Challengers</i></p> <p>Of the registered Entrants, the Promoter will select up to 199 Challengers based on order of registration and suitability (based on entry requirements).</p>
<p>13. Details of:</p> <ul style="list-style-type: none"> ▪ \$5M Dig Challenge ▪ Second Chance Dig 	<p><i>Kyle & Jackie O's \$5Million Dawn Dig Challenge</i></p> <p>(a) Finalist must attend on Friday April 11 2025 at a time and a location in Melbourne, to be advised by the Promoter. If the Finalist is unavailable to attend, no proxy is allowed and the Finalist will forfeit their opportunity. In these circumstances, the Promoter in its absolute discrete will select a Back-Up Finalist.</p> <p>(b) There will be 200 sandbags (each buried in the sand with the top of the sandbag showing) labelled with a number from 1 to 200. In each sandbag there is a tamper proof envelope which contains details of the prize value (if any) which relates to that numbered sandbag.</p> <p>(c) The Finalist will be required to select five sandbags and present those five sandbags to the Promoter. The five chosen sandbags must remain unopened.</p> <p>(d) Of the five chosen sandbags, the Promoter will ask the Finalist to select two sandbags from the selected five sandbags. ALL sandbags must remain unopened until the Promoter advises otherwise.</p> <p>(e) Of the two selected sandbags, the Promoter will ask the Finalist to select one sandbag.</p> <p>(f) Once the Finalist has selected the final sandbag and the Promoter is satisfied that the Finalist has made their final choice, the chosen sandbag will be opened (either by the Finalist or the Promoter or one of its representatives) and the note inside will reveal details of one of the following:</p> <ul style="list-style-type: none"> (i) a note for the x 1 \$5million dollar prize (Major Prize); or (ii) a note for a Minor Prize; or (iii) no prize <p>and the Finalist will receive the prize (if any) which is detailed on the note.</p> <p>(g) For the avoidance of doubt, the 200 sandbags will be comprised of:</p> <ul style="list-style-type: none"> (i) x 1 sandbag with a note for the x 1 \$5million dollar prize (Major Prize); (ii) x 10 sandbags each with a note for a Minor Prize; and (iii) x 189 sandbags with no prize. <hr/> <p><i>Second Chance Dig</i></p> <p>(a) Challengers must attend on Friday April 11 2025 at a time and a location in Melbourne, to be advised by the Promoter.</p> <p>(b) There will be up to 199 sandbags (each buried in the sand with the top of the sandbag showing) labelled with a number. In each sandbag there is a tamper proof envelope which contains details of the prize value (if any) which relates to that numbered sandbag.</p>

	<p>(c) Challengers will be required to select a specified number of sandbags (such number to be determined by the Promoter in its absolute discretion).</p> <p>(d) Challengers will be required to take their selected sandbags to an area as instructed by the Promoter. The selected sandbags must remain unopened. Upon direction from the Promoter, the selected sandbags will be opened (either by the Finalist or the Promoter or one of its representatives) and the note inside will reveal details of one of the following:</p> <p>(i) a note for a Minor Prize; or</p> <p>(ii) no prize</p> <p>and the Challenger will receive the prize (if any) which is detailed on the note.</p>
14. Judging Details	Entries will be judged by the Promoter in its absolute discretion, having regard to creativity, originality, suitability for radio, entertainment value, personality, capacity to perform the relevant challenges and responses/any information provided by Entrant to the Promoter (including the Entrant's response to any questions asked by the Promoter).
15. Prize Details	x 1 (one) \$5million dollars cash prize to be won for 1 (one) winner (Major Prize) up to 10 (ten) Minor Prizes to be won. Total value of Minor Prizes valued at up to \$100,000
16. Total Prize Value	Total value of prizes is up to \$5,100,000
17. Winner notification	Winners will be notified: <ul style="list-style-type: none"> - in person at the time of winning; and - via SMS text
18. Prize Claim details and unclaimed prizes	If a prize is not claimed within three months of Friday 11 April 2025 the winner forfeits the prize.
19. Additional Terms	<p>(a) The Promoter may contact Entrants during the Promotional Period to discuss their entry (on or off air) and to request further information from the Entrant. Contact by the Promoter or the Station does not mean that the entry is deemed a Finalist or a Back-Up Finalist or a Challenger or a winner of any kind.</p> <p>(b) The Promoter reserves the right to reschedule the date of either the <i>\$5Million Dawn Dig Challenge</i> or <i>Second Chance Dig</i> at any time, in its absolute discretion. If the dates change, Entrants must be able to attend on the alternate date provided. If Entrant is no longer able to attend on the alternate date, no substitutions or proxies will be permitted and Entrant will forfeit their entry and a back-up will be nominated (as determined by the Promoter in its absolute discretion).</p> <p>(c) In the event the <i>\$5Million Dawn Dig Challenge</i> or <i>Second Chance Dig</i> is amended, cancelled, or any part of the events is cancelled or not provided by the Promoter, no alternative Prize will be provided and the Promoter will not be held liable for any such necessary changes and Entrants will not be compensated in any way.</p> <p>(d) All entrants participate in the Event and travel to and from the Event at their own risk.</p> <p>(e) Entrants acknowledge that they have a level of physical health and ability to safely participate in the challenges and may be required to complete a medical form or a waiver prior to taking part in any challenge.</p> <p>(f) Entrants agree and acknowledge that they may be filmed, photographed or otherwise recorded and the Promoter may use such content, in its discretion, including for promotional purposes.</p> <p>(g) The Promoter's decision is final and no correspondence will be entered into regarding the selection of any Finalist, Back-Up Finalist or Challenger, the award of any prize, the pronouncement of a winner or winners (as applicable) or any other matter in relation to this Promotion.</p> <p>(h) The Promoter reserves the right to exclude any Entrant, in its absolute discretion, from participation in the promotion.</p>

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. Entrants who provide incorrect, misleading or fraudulent information, may, at the discretion of the Promoter be deemed ineligible.

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.

4.5 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.

4.6 A person that is put to air, or determined as an on air prize 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.

4.7 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 in the running to be selected as potential challenger.

4.8 The Promoter reserves the right in its absolute discretion to refrain from broadcasting any call.

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 Winners will be advised by the Promoter whether prize will be delivered by bank transfer, delivery to a winner's residential address/email or whether winner is required to collect prize at a nominated location, or go direct to a nominated third party. 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.

- 5.3 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.
- 5.4 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.
- 5.5 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.
- 5.6 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.
- 5.7 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.
- 5.8 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.
- 5.9 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 7 regarding Prize Collection.
- 5.10 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. Any taxes which may be payable as a consequence of a winner receiving the prize are the sole responsibility of that winner. Prizes are non-transferable and may not be redeemed for cash.
- 5.11 All "cash" prizes will be paid by bank transfer to the winner's nominated bank account. Payments will only be made to the account owned by the winner (this may take up to 4 weeks to show up in the winner's nominated bank account. Winners 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.
- 5.12 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. 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.
- 5.13 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.
- 5.14 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.
- 5.15 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.
- 5.16 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.

- 5.17 Prizes awarded are subject to availability and are at the complete discretion of the Promoter.
- 5.18 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.
- 5.19 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.
- 5.20 Where a prize includes travel, it is the responsibility of the winner to take out appropriate travel and related insurance at their own cost. Unless otherwise specified, the class of travel for a travel prize incorporating an airfare is economy class. Winners must provide the Promoter or Promoter's nominated travel agent (or other travel partner), the full names of the travellers as per their passports, their dates of birth, passport numbers and scanned copy of passports. If a travel companion is under the age of 18, they must: a) be accompanied by at least one legal guardian who is over the age of 18; and have the permission and agreement of both or all parents or legal guardians to participate in the Prize. This is the sole responsibility of the accompanying legal guardian to ensure this has been obtained. The legal guardian and minor will forfeit their share of the prize if the minor is prevented from leaving Australia due to failure to obtain this permission.
- 5.21 Travel period and black out periods may apply for any prize that includes travel, and will be specified by the Promoter within 14 days of winning. If a winner and travelling companion are, for 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.
- 5.22 Unless expressly stated in these terms and conditions, the winner (and their travelling companion(s)) is responsible for all other expenses not listed above including but not limited to meals (other than those specified), incidentals, mini-bar, laundry, room service, phone calls, gratuities, optional activities and excursions, freight, excess baggage, ground transport, visas, spending money, travel insurance and all transfers, including travel costs to and from their closest capital city airport if the winner is from a regional area, and all other ancillary costs. A credit card imprint may be required at check-in to the hotel, for all incidental charges.
- 5.23 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.
- 5.24 The winner and the winner's travelling companions will be solely responsible for their actions and behaviours and the consequences of those actions and behaviours while experiencing the prize and travelling overseas, including but not limited to dress regulations, federal, state and cultural laws, infringements and fines.
- 5.25 The winner must confirm that themselves and their travelling companion(s) have a reasonable level of health, fitness and physical and mental ability to safely participate in the prize.
- 5.26 All prize travel will be subject to the carrier's General Conditions of Carriage. The Promoter and carrier make no representations as to the safety, conditions or other issues that may exist at any destination.
- 5.27 The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law). 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.
- 5.28 No compensation or alternative travel plans will be arranged should the prize winner and/ or their guest(s) miss their outbound or return flights or fail to meet any check in requirements for any reason. These costs will be the responsibility and expense of the winner and travel guest. Once booking is confirmed no changes are allowed, any changes will be at the cost of the winner. Promoter strongly recommends that all winners take out travel insurance and consult the www.smartraveller.gov.au website prior to travelling.

- 5.29 All passengers must travel together on the same flights and stay at the same properties. Once booking is confirmed no changes are allowed, any changes will be at the cost of the winner. Travel itinerary and travel suppliers (e.g. airlines) will be determined by the Promoter in its absolute discretion.
- 5.30 In the event that the prize or an element of the prize is cancelled, unavailable or postponed for any reason, the winner forfeits the specified element(s) and no cash alternative offer will be granted in lieu of the prize or part of the prize.
- 5.31 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.
- 5.32 If a prize comprises tickets or attendance at any function, screening, event or performance, the Promoter accepts no responsibility or liability in respect of the function, screening, event or performance. Should the function, screening, event or performance be cancelled, postponed or otherwise varied, including but not limited to the substitution of any promoted performers, then the Promoter has no responsibility to provide alternate or substitute tickets or to provide any cash equivalent in substitute for the tickets. Any tickets awarded as part of a prize are subject to the event venue and ticket terms and conditions, including any applicable age restrictions, and any conditions placed by the event providers. The winner will in all respects be bound by and comply with the terms and conditions applicable to such function, screening, event or performance including but not limited to the requirements for responsible service of alcohol and the right of the Promoter, the organiser of such a function, screening, event or performance, or their respective contractors or representatives the right to refuse the winner and/or any guests of the winner entry or service.
- 5.33 If the 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 proof of age.
- 5.34 The Promoter and event organisers hereby expressly reserve the right to eject any winner and any companion for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the prize.
- 5.35 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.
- 5.36 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.
- 5.37 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 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 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.

7.3 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.

7.4 Lost cheques will only be reissued within 6 months of their original issue date and only once.

7.5 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.

7.6 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.

7.7 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 and materials submitted to the Promoter in connection with this Promotion (whether in written, audio or visual form, or a combination of those) become and remain the property of the Promoter. Each entry must be the entrant's original work.
- 10.2 All entries and materials submitted to the Promoter in connection with this Promotion (whether in electronic, written, audio or visual form, or a combination of those) become and remain the property of the Promoter

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:**

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:**

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 The Entrant acknowledges and agrees that their personal information will be collected for the purpose of administering the Promotion, arranging for any prizes to be provided to winners, and otherwise in accordance with the Promoter's Privacy Policy at <https://arn.com.au/privacy-policy/>
- 14.2 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.
- 14.3 All personal information submitted by any entrant for the purposes of a promotion will be governed in accordance with the Promoter's Privacy Policy, which can be found at www.arn.com.au/privacy-policy
- 14.4 If you opt in to provide your personal information to a nominated third party, for a stated purpose, you consent to us sharing your personal information with such third party. Providing your consent in this way, will allow the third party to use your personal information for the purpose stated at the time of opt-in. Entrants are to view the third party's privacy policy for further information.

15. OTHER

- 15.1 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 contestants during the event. 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.
- 15.2 At any time during contesting, the Promoter or its representatives may give the entrant additional challenges, examples including, but not limited to: a bonus round or double or nothing.
- 15.3 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.
- 15.4 Entrants 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.
- 15.5 By entering this competition, Entrants grants to the Promoter approval to contact the Entrants when the Promoter deems necessary, including for on-air or pre-recorded interviews. Entrants may be contacted throughout the course of the competition and event period on multiple occasions.
- 15.6 The Entrants must consent to all elements of the Entrants being described, recorded, filmed and/or photographed as part of the challenge. Entrants 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.
- 15.7 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 Promotion.
- 15.8 Should an Entrant refuse or fail to satisfactorily complete the challenge within the time specified, they will forgo any prize and the Promoter will not be required to conduct the challenge again.
- 15.9 Entrants are subject to any additional terms and conditions placed by the venue in which the event is to be held.
- 15.10 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.

- 15.11 The Promoter reserves the right to solicit for entrants on social media and invite them to register for the Promotion. When entering this Promotion, you agree to release all third party social media entities from all liability and claims arising out of or in connection with the Promotion or these terms and conditions.
- 15.12 You acknowledge and agree that your entry must be in accordance with the relevant third party social media entity's terms and conditions and can be removed at any time by the Promoter or otherwise in accordance with the relevant social media entity's terms and conditions. The Competition is in no way sponsored, endorsed, administered by, or associated with any social media entity. Any questions, comments, or complaints regarding the Promotion should be directed to the Promoter. When entering the Promotion, you are providing your information to the Promoter and not to the relevant social media entity. Costs associated with accessing third party social media pages or accounts remain an Entrant's responsibility and may vary depending on the internet service or telecommunications provider used.