

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

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

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**OR**

[Game of skill]

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| <b>1: Name of Promotion</b>       | <del>Insert name of promotion</del> <u>Win tickets to RunWest 2021</u>  |
| <b>2: Promoter Name &amp; ABN</b> | <p><del>[NOTE: Select from the following, or use Australian Radio Network Pty Ltd (ABN 95 065 986 987) if it is a national promotion]</del></p> <p><u>Commonwealth Broadcasting Corporation Pty Ltd (trading as KHS 106.5)</u><br/> <u>ABN 44 000 019 796</u></p> <p><u>ARN Communications Pty Ltd (trading as WSFM)</u><br/> <u>ABN 77 002 498 124</u></p> <p><u>Double T Radio Pty Ltd (trading as KHS 101.1)</u><br/> <u>ABN 61 003 181 244</u></p> <p><u>ARN Broadcasting Pty Ltd (trading as Gold 104.3)</u><br/> <u>ABN 32 067 769 466</u></p> <p><u>Brisbane FM Radio Pty Ltd (trading as 97.3FM)</u><br/> <u>ABN 21 096 554 317</u></p> <p><u>SAD Broadcasting Pty Ltd (trading as Mix 102.3)</u><br/> <u>ABN 54 055 624 765</u></p> <p><u>Radio 96FM Perth Pty Ltd</u><br/> <u>ABN 66 007 082 680</u></p> <p><u>ARN Communications Pty Ltd (trading as 4KQ)</u><br/> <u>ABN 77 002 498 124</u></p> |
| <b>3: Stations</b>                | <p><del>[NOTE: Select from the following, or select all if it is a national promotion]</del></p> <p><u>KHS 101.1</u><br/> <u>KHS 106.5</u><br/> <u>97.3FM</u><br/> <u>MIX 102.3</u><br/> <u>96FM</u><br/> <u>GOLD104.3</u><br/> <u>MIX 106.3</u><br/> <u>WSFM</u><br/> <u>CRUISE</u><br/> <u>4KQ</u></p> <p><u>101.7 WSFM</u></p>   |

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| <p><b>4: Websites</b></p>                                 | <p>[NOTE: Select from the following, or select all if it is a national promotion]</p> <p><a href="http://www.kiis1011.com.au/">http://www.kiis1011.com.au/</a><br/> <a href="http://www.kiis1065.com.au/">http://www.kiis1065.com.au/</a><br/> <a href="http://www.973fm.com.au/">http://www.973fm.com.au/</a><br/> <a href="http://www.mix1023.com.au/">http://www.mix1023.com.au/</a><br/> <a href="http://www.96fm.com.au">www.96fm.com.au</a><br/> <a href="http://www.gold1043.com.au/">http://www.gold1043.com.au/</a><br/> <a href="http://www.wsfm.com.au/">http://www.wsfm.com.au/</a><br/> <a href="http://www.cruise1323.com.au/">http://www.cruise1323.com.au/</a><br/> <a href="http://www.4ka.com.au/">http://www.4ka.com.au/</a><br/> <a href="http://iheartradio.com">http://iheartradio.com</a><br/> <a href="http://3mpickup.com.au">http://3mpickup.com.au</a><br/> <a href="http://willandwoody.com.au">http://willandwoody.com.au</a><br/> <a href="http://mix106.com.au">http://mix106.com.au</a></p> |
| <p><b>5: State or Territory</b></p>                       | <p>[NOTE: Select from the following, or select all if it is a national promotion]</p> <p>NSW<br/> QLD<br/> SA<br/> VIC<br/> WA<br/> ACTNSW</p>  |
| <p><b>6: Competition Period Start Date &amp; Time</b></p> | <p>Competition commences <u>Friday 12<sup>th</sup> February 2021 at 12:00 PM AEDT.</u><br/> [Date] at [Time] [AM/PM] (AEST), (AEDT) (ACST) OR (AWST).</p> <p>The Promoter reserves the right to tease the promotion prior to the competition start date.</p> <p>OR</p> <p>[if there is a pre-promote registration]</p> <ul style="list-style-type: none"> <li>• <u>Pre-promote registration: [Date] at [Time] [AM/PM] (AEST), (ACST) OR (AWST).</u></li> <li>• <u>Contesting: [Date] at [Time] [AM/PM] (AEST), (ACST) OR (AWST).</u></li> </ul>   |
| <p><b>7. Competition Period Close Date &amp; Time</b></p> | <p>Competition concludes <u>Sunday 21<sup>st</sup> March 2021 at 11:59 PM AEDT</u><br/> [Date] at [Time] [AM/PM] (AEST), (ACST) OR (AWST) or whenever the prize has been awarded.</p> <p>The Promoter reserves the right to:</p> <ol style="list-style-type: none"> <li>(i) amend the contesting period at its absolute discretion including to close the competition within the Competition Period;</li> <li>(ii) terminate the competition subject to any direction from a regulatory authority.</li> </ol>   |

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| <p><b>8. Entry Restrictions</b></p> | <p>a) Entrants must be <del>{15/18/21}</del>18 years of age or over at the time of entry. <del>{18 for most promotions/21 if it involves overseas travel/15 for promotions that are for children}</del></p> <p>b) <del>{delete if not applicable}</del> Entrants may enter more than once, however only one prize can be won per person per competition.</p> <p>c) Promotions are not open to any person, including Australian residents, entering the competition from outside of Australia.</p> <p>d) Entrants acknowledge that they must be contactable by the Promoter in order to be successful. Entrants unable to be contacted in accordance with these terms for any reason will forfeit their prize / opportunity.</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><del>— {residency}</del></p> <p><del>— Entrants must be Australian residents and have a registered address in either NSW, QLD, SA, VIC, ACT or WA.</del></p> <p><del>— OR</del></p> <p><del>g) Entrants must be a resident in NSW/VIC/QLD/SA/WA/NSW.</del></p> <p><del>{For promotions involving social media entry eg. photo upload}</del></p> <p><del>i) Entrants must have their social media profile set to “public” or viewable by the public in respect of any material as part of their entry.</del></p> <p><del>j) Entrants must be willing for their photos, videos or other material submitted as part of their entry to be published, including later publication by the Promoter for the purposes of the Promotion.</del></p> <p><del>{For promotions involving entry via iHeart Radio}</del></p> <p><del>h) Entrants must be a registered iHeartRadio user. A registered user means anyone who is an Australian resident who has downloaded the iHeartRadio App and registered their details or who is an Australian resident who has registered with iHeartRadio with their details online at <a href="https://www.iheart.com/">https://www.iheart.com/</a>.</del></p> <p><del>m) For entries via the iHeartRadio app, Entrants must have the app downloaded on their phones and have registered their details with iHeartRadio.</del></p> <p><del>n) <del>{delete if not applicable}</del> Entrants must have “push” notifications activated in their settings.</del></p> <p><del>{For promotions involving street teams}</del></p> <p><del>— For additional entries via the KIIS Street Teams, entrants must</del></p> |
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|                        | <p>be able to provide valid photo identification to a representative of the Promoter at the time of entering.</p> <p>— <del>[For Promotions involving under 18's]</del></p> <p>r) If Entrants are under 18 years of age, they must be accompanied by a parent or guardian 18 years of age or over while taking the prize.</p> <p>— <del>[For Promotions involving cash prizes]</del></p> <p>t) 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>— <del>[For Promotions involving participation in a challenge – delete if not applicable]</del></p> <p>v) If the Entrant is unable or unavailable to participate in the challenge on the date and time specified by the Promoter, they will forfeit their entry.</p> <p>w) Entrants must be residents of <del>[insert State/Territory: NSW/VIC/QLD/SA/WA]</del></p> <p>— <del>[For Promotions involving Vehicle prizes]</del></p> <p>y) Entrants must be the holder of a current State or Territory driver's licence.</p> <p>z) Entrants must be able to collect the prize from the Station or car dealership as specified by the Promoter.</p> <p>— <del>[For Promotions involving travel or attendance at an event – delete if not applicable]</del></p> <p>bb) Entrants must be able to travel to the prize destination and attend <del>[insert description of event that needs to be attended]</del>. Entrants unavailable to travel and attend will forfeit their entry.</p> <p>cc) <del>[delete if not applicable]</del> Entrants <del>[&amp; their travelling companion]</del> must hold a current valid passport with at least 6 months validity from the travel dates, including the proposed return date to Australia, and they must meet any entry requirements for their chosen destination.</p> <p>dd) Entrants must be able to collect the prize from the Station or nominated travel agent as specified by the Promoter.</p> <p>— <del>[For Promotions involving calls to station – delete if not applicable]</del></p> <p>ff) 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.</p> <p>gg) If for any technical reason, the phone line drops out, or they are inaudible or they are or they are unreachable for any reason (including without limitation any technical or operator error), the entrant will not be awarded with a prize.</p> <p>— <del>[For Promotions involving bonus entries on iHeart – delete if not applicable]</del></p> <p>ii)j) The Promoter reserves the right to give away clues or bonus entries to registered iHeartRadio users via the iHeartRadio app.</p> |
| <p>9. How to enter</p> | <p><del>[delete if not relevant]</del> Online registration for on air activity:<br/>During the Competition Period:</p> <p>(e) listeners will be invited via <del>[delete if not relevant: Station on air commercials, announcer solicits, promotional trailers or via social media]</del> to visit the Station Website(s) and complete the online entry form, including by providing their contact details.</p>  |

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- (e) Over the Competition Period and in show (Monday – Friday, subject to change at the Promoter’s discretion) the announcer(s) for the show will call one (1) registered entrant and they may be put to air to [insert challenge or any other requirement].
- (e) If the Entrant does not answer their phone within the time specified, they will forfeit the prize and the announcer(s) will call the next contestant/s.
- (e) Entrants must be able to answer their phone on the number provided when entering within [insert number] rings (as deemed to be heard by the Promoter in its absolute discretion) or by the time it goes to voicemail (the earlier of) and appear on air, to be deemed the winner and receive a prize (in the absolute and sole discretion of the Promoter).
- (e) 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.
- (e) If the Entrant does not answer their phone as above, their phone is turned off, engaged, the phone line drops out, they are inaudible or they are unreachable for any reason (including without limitation any technical or operator error), the Promoter may (in its sole and absolute discretion) select another Entrant and so on until someone is awarded the prize on air, at the absolute discretion of the Promoter.
- (e) The Promoter reserves the right in its absolute discretion to refrain from broadcasting any call.
- ~~{delete if not relevant}~~ **Online entry plus 25 word answer:**  
During the Competition Period:
- (e) listeners will be invited via ~~{delete if not relevant: Station on-air commercials, announcer solicits, promotional trailers or via social media}~~ to visit the Station Website(s) and complete the online entry form by providing their contact details ~~{if it includes a 25 words or less answer}~~ and by stating in 25 words or less ~~{insert question}~~.
- (e) Each entry submitted in the above specified competition period will be individually reviewed by representatives of the Promoter.
- (e) The Promoter will select [X] winner that it believes, based on valid registrations received ~~{delete if not relevant}~~:
- meet the entry restrictions
  - have an appeal for radio;
  - are capable of performing the challenges on the Challenge Date;
  - are consistent with the Station’s style of irreverence and humour;
  - personality, authenticity, uniqueness, heartwarming

etc; and

— suitability for the promotion, including for example competitiveness.

- (e) The Promoter will select [insert number eg. one (1)] entry over the contesting period that it deems to be the “best” (in its absolute discretion) based on the above criteria from all valid entries received within the time period specified to receive a prize.
- (e) The entry deemed the “best” will be awarded the prize.
- (e) [insert any other relevant mechanic]
- (e) The Station may use the entrants and their stories live on air in connection with the Promotion over the specified Competition Period. For example, the Promoter in its absolute discretion may invite entrants to air to talk about their entry. If an entrant is invited to speak on air this does not deem him/her as a winner. The Promoter in its absolute discretion has the right to share entrants’ stories online and via its social media platforms.
- (e) The Station may contact entrants to ask further questions about their entry. If entrants receive a call or are put to air this does not mean that they are the deemed winner.
- (e) The Promoter reserves the right in its absolute discretion to refrain from broadcasting any call.

~~[delete if not relevant]~~ **Phone entry for on-air quiz/secret sound:**

At various times during the Competition Period (and in some cases prior to the competition start date):

- (e) The Promoter will solicit on [insert phone number] for callers to participate in [insert name of competition] ~~[delete if not applicable]~~ during a specified time period. Listeners may also be invited via Station on-air commercials; announcer solicits or via social media to take part in the competition.
- (e) Entrants who successfully call [insert phone number] and are selected by the Promoter (in its absolute discretion) and meet the entry restrictions or [insert other mechanic] will receive [insert description of what callers receive? Opportunity to contest in the activity?].
- (e) The Promoter will select the callers [insert mechanic if applicable] or [at its discretion].
- (e) If the Promoter is unable to contact eligible Contestants within the time period specified, they will forfeit their entry which will be replaced by another chosen entrant.
- (e) Entrants may be required to go through an eligibility checklist off air (at the absolute discretion of the Promoter) as noted in the entry restrictions. If the entrant who successfully calls does not meet the eligibility requirements they will not go through

to ~~[insert activity]~~.

- (e) Entrants may only submit ~~[answers/guesses]~~ on air. ~~[Answers/Guesses]~~ submitted in any other way will be deemed invalid, as determined by the Promoter in the Promoter's absolute and sole discretion.
- (e) ~~[delete if not relevant]~~ At any time during contesting the announcer(s) may give the entrant additional challenges or bribes. Examples including, but not limited to: A bonus round/double or nothing.
- (e) ~~[delete if not relevant]~~ Rules will be stipulated on air by the Promoter, at its absolute discretion.
- (e) A prize is not guaranteed if the contestant does not answer the questions correctly.
- (e) ~~[delete if not relevant]~~ The Promoter's decision is final and no correspondence will be entered into.
- (e) The Promoter reserves the right in its absolute discretion to refrain from broadcasting any call.

~~[delete if not relevant]~~ **Phone entry for an on-air activity:**

At various times during the Competition Period (and in some cases prior to the competition start date):

- (e) The Promoter will solicit on ~~[insert phone number]~~ for callers to participate in ~~[insert name of competition]~~ ~~[delete if not applicable]~~ during a specified time period. Listeners may also be invited via Station on-air commercials, announcer solicits or via social media to take part in the competition.
- (e) Entrants who successfully call ~~[insert phone number]~~ and are selected by the Promoter (in its absolute discretion) and meet the entry restrictions or ~~[insert other mechanic]~~ will receive ~~[insert description of what callers receive? Opportunity to contest in the activity?]~~.
- (e) The Promoter will select the callers ~~[insert mechanic if applicable]~~ or ~~[at its discretion]~~.
- (e) 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.
- (e) If the Promoter is unable to contact eligible Contestants within the time period specified, they will forfeit their entry which will be replaced by another chosen entrant. For example, if the Contestant's phone line drops out, they are inaudible or they are unreachable for any reason (including without limitation any technical or operator error), the Promoter may (in its sole and absolute discretion) select another Contestant and so on

until someone is awarded the prize on air, at the absolute discretion of the Promoter.

- (e) Entrants may be required to go through an eligibility checklist off air (at the absolute discretion of the Promoter) as noted in the entry restrictions. If the entrant who successfully calls does not meet the eligibility requirements they will be not go through to [insert activity].
- (e) [delete if not relevant] At any time during contesting the announcer(s) may give the entrant additional challenges or bribes. Examples including, but not limited to: A bonus round/double or nothing.
- (e) [delete if not relevant] Rules will be stipulated on air by the Promoter, at its absolute discretion.
- (e) The opening and closing time for calls to be received will be at the absolute discretion of the Promoter.
- (e) [delete if not relevant] The Promoter's decision is final and no correspondence will be entered into.
- (e) The Promoter reserves the right in its absolute discretion to refrain from broadcasting any call.

**[delete if not relevant] Phone entry into a Draw:**

At various times during the Competition Period (and in some cases prior to the competition start date):

- (e) The Promoter will solicit on [insert phone number] for callers to participate in [insert name of competition] [delete if not applicable] during a specified time period. Listeners may also be invited via Station on air commercials, announcer solicits or via social media to take part in the competition.
- (e) Entrants who successfully call [insert phone number] and are selected by the Promoter (in its absolute discretion) and meet the entry restrictions will receive one entry into the [major/minor] prize draw.
- (e) The Promoter's decision is final and no correspondence will be entered into.
- (e) Entrants may be required to go through an eligibility checklist off air (at the absolute discretion of the Promoter) as noted in the entry restrictions. If the entrant who successfully calls does not meet the eligibility requirements they will be not entered into the [major/minor] prize draw.
- (e) Entrants [in the major/minor] prize draw, on the day of the draw, must be able to answer their phone on the number provided when entering within [insert number] rings (as deemed to be heard by the Promoter in its absolute discretion) or by the time it goes to voicemail (the earlier of) and appear on air, to be deemed the winner and receive the [major/minor] prize (in the absolute and sole discretion of the Promoter).

— If the Entrant does not answer their phone as above, their phone is turned off, engaged, the phone line drops out, they are inaudible or they are unreachable for any reason (including without limitation any technical or operator error), the Promoter may (in its sole and absolute discretion) select another Entrant in accordance with the draw details and so on until someone is awarded the [major/minor prize] on air, at the absolute discretion of the Promoter.

(a) 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.

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

~~[delete if not relevant]~~ Online registration for draw to play:

During the Competition Period:

~~(b)~~(a) Entrants must visit their Station Website during the Competition Period and fully complete the online entry form, including by providing their name, address, contact number and email address.

~~(c)~~(b) All valid entries received will be placed into a random electronic prize draw to participate in the competition.

~~(d)~~ At the conclusion of the Competition, the Promoter will conduct a random electronic draw and select up to ten [10] entrants. These entrants will be deemed the 'Winners' and will win four tickets to the Run West 2021 Event. Each day, the Promoter will select up to X entries to participate in the competition. The entrants will be called [insert mechanic].

(c)

~~[delete if not relevant]~~ Online Registration for challenges:

During the Competition Period:

(e) the Station(s) will encourage registration via ~~[delete if not relevant: Station on-air commercials, announcer solicits, promotional trailers or via social media].~~

(c) Each potential challenger wishing to be registered in the competition must complete in full, a registration form available at the Station Website.

(e) The opening and closing time for registrations will be at the absolute discretion of the Promoter.

(e) The Station will select up to X challengers who it believes, based on valid registrations received:

(e) meet the entry restrictions

(e) have an appeal for radio;

(e) are capable of performing the challenges on the

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**Challenge Date;**

—are consistent with the Station’s style of irreverence and humour;

(f) ——— personality, authenticity, uniqueness, heartwarming etc; and

(f) ——— suitability for the promotion, including for example, competitiveness.

(g) ——— Each registration submitted by the time specified by the Station will be individually reviewed by representatives of the Station. The Station will select the entries it deems to be the “best” (in its absolute discretion) based on the above criteria from all valid entries received within the time period specified.

(g) ——— The Station will invite the challengers to contest the challenge in the terms set out in these terms and conditions.

(g) ——— If the Promoter is unable to contact eligible Entrants within the time period specified, they will forfeit their entry which will be replaced by another chosen entrant.

(g) ——— Entrants may be put to air or be contacted by the Promoter during the selection process. Being contacted on air or put to air does not mean that the Entrant will become a Challenger, or the deemed winner.

(g) ——— Entrants are responsible for arranging their own transport to and from the Challenge location.

**[delete if not relevant] SMS entry into a Draw:**

At various times during the Competition Period:

(g) ——— listeners will be invited to text/SMS the [insert Station] SMS line on [insert number] when the Promoter specifies via on-air messaging;

(g) ——— entrants who successfully text/SMS the [insert Station] SMS line on [insert number] and have adhered to the competition’s entry criteria, as specified by the Promoter in the on-air messaging, will be placed in the Draw to win a Prize;

(g) ——— only text/SMS messages received on the [insert Station] SMS line will be placed in the draw. The Promoter does not accept responsibility for technical errors or any text/SMS messages that are not delivered, or are sent or delivered to the wrong number.

**[delete if not relevant] Social Media Entry**

During the Competition Period:

(g) ——— Listeners will be invited to via Station on-air commercials to visit the station Facebook/Twitter/Instagram enter via a comment, caption, photo entry, hash tag or any other means stipulated by the Promoter.

(g) ——— Each entry submitted by the time specified by the Station will be individually reviewed by representatives of the

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|   | <p>Station—The Station will select the [x] entries deemed to be the “best” from all valid entries received within the time period specified and those entrants will receive a prize.</p> <p><del>[delete if not relevant]</del> <b>Other Entry</b><br/>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><del>[delete if not relevant]</del> <b>Bonus Entry (online entries only)</b><br/>Upon completing the online Entry Form, Entrants will be presented with three (3) opportunities for Bonus Entries as outlined below. All Bonus Entries will be capped at one (1) per Entrant for all of the below options:</p> <p><b>Facebook</b></p> <ul style="list-style-type: none"> <li>• Entrants will be provided with an icon to click through and share on their Facebook page.</li> <li>• Entrants will receive one (1) additional Competition Entry for a friend who enters the Competition via the link shared on their Facebook page.</li> </ul> <p><b>Twitter</b></p> <ul style="list-style-type: none"> <li>• Entrants will be presented with a Twitter share icon to click through and share on their Twitter page.</li> <li>• Entrants will receive one (1) additional Competition Entry for a friend who enters the Competition via the link shared on their Twitter page.</li> </ul> <p><b>iHeartRadio</b></p> <ul style="list-style-type: none"> <li>• Entrants will be presented with an icon to listen to the (insert iHeartRadio station) on iHeartRadio</li> <li>• Entrants who click on this icon and listen to the station will receive an additional one (1) Competition Entry</li> </ul> |
| <p><b>10. Limitation on entries</b></p> | <p>Entrants may enter the competition as many times as they wish, however Entrants may only win one (1) prize each.</p> <p>OR</p> <p><del>[For online entry]</del> Entrants may submit as many entries as they wish however each entry must be submitted via a separate online entry form on each occasion <del>[delete if not applicable]</del> <del>[and contain a different answer to the question stated on the online entry form]</del>. Entrants may only win one prize each.</p> <p>OR</p>   |

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|                              | <p><del>{for prize draws}</del> Entrants may enter the competition as many times as they wish, however, Entrants may only have one (1) entry in the <del>{major/minor}</del> prize draw.</p> <p>OR</p> <p><del>{Where there is 1 entry allowed only}</del><br/>         Limitations on entries are as follows:<br/>         (a) <del>_____</del> Entrants may only submit one entry into the competition on behalf of themselves.<br/>         (a) <del>_____</del> Any additional entries will be automatically void by the Promoter.</p> <p>OR</p> <p><del>{Where there is 1 entry allowed only on air}</del><br/>         Entrants can enter as many times as they like during the Competition Period however, once an entrant has been selected and guessed with the Promoter on air, they may not enter again.</p> <p><del>{Where one entry by household only}</del><br/>         Only one entry from each household can be deemed a winner throughout the competition period.</p> <p>If any duplicate entries are received from the same Entrant these will be removed or deleted prior to the final draw or judging being conducted</p>   |
| <p>11. Challenge Details</p> | <p><del>{N/A} {Use N/A if this is a game of chance promotion}</del></p> <p>OR</p> <p><del>{delete if not applicable}</del> <b>Studio Challenge:</b></p> <ul style="list-style-type: none"> <li><del>(-) {delete if not relevant}</del> The Station will then contact the relevant entrant to invite them to participate in the challenge on a specified date.</li> <li><del>(-) {delete if not relevant}</del> The entrant will come into the studio and will be given the chance to participate in a challenge. <del>{insert studio challenge}</del></li> <li><del>(-) {delete if not relevant}</del> If the participant is able to <del>{describe challenge details}</del>, they will be deemed the winner of <del>{insert prize details eg- minor/major prize}</del>. This will be judged by the Promoter in its absolute discretion.</li> <li><del>(-) {delete if not relevant}</del> 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.</li> <li><del>(-) {delete if not relevant}</del> 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</li> </ul> |

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|                             | <p>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>(-) 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>(-) [delete if not relevant] The Promoter's decision is final and no correspondence will be entered into.</p> <p>[delete if not applicable] <b>Outside challenge:</b></p> <p>(-) [delete if not relevant] [x insert number] registered entrant(s) will be invited to attend [insert address] to take part in the Challenge.</p> <p>(-) The challenges will involve [insert description eg various physical activities which will test a challenger's physical agility] for a length of time as specified by the Promoter.</p> <p>(-) If the challenger satisfactorily completes the challenge within the time specified and in accordance with any other criteria for success as specified by the Station, the challenger will win a prize.</p> <p>(-) 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>(-) [delete if not relevant] 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>(-) 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>(-) The Station's decision as to the result of the challenge is final and no correspondence will be entered into.</p> <p>N/A</p> |
| <p>12. Judging Criteria</p> | <p>[N/A] [Use N/A if this is a game of chance promotion]</p> <p>OR</p> <p>[insert judging criteria eg:</p> <ul style="list-style-type: none"> <li>After the close of entries, each valid entry will be individually judged (by representatives of the Promoter) based on, among</li> </ul>  |

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|                          | <p>other things, creativity, humour, suitability for radio.</p> <p>OR</p> <ul style="list-style-type: none"> <li>have an appeal for radio;</li> <li>are capable of performing the challenges on the Challenge Date; and</li> <li>are consistent with the Station's style of irreverence and humour.</li> </ul> <p>OR</p> <ul style="list-style-type: none"> <li>Each entrant will be individually judged (by representatives of the Promoter) based on the fact sheet the announcers have on hand.</li> </ul> <p>The Promoter's decision is final and no correspondence will be entered into.</p> <p>N/A</p>  |
| <p>13. Draw Details</p>  | <p>N/A [Use N/A if this is a game of skill promotion]</p> <p><b>Major Draw</b></p> <p>One [1] major draw will be conducted, as follows:</p> <ul style="list-style-type: none"> <li><b>Draw:</b> Monday 22<sup>nd</sup> March 2021 between 9AM &amp; 5PM. [time] [day] [date] at [address of draw]</li> <li>The Promoter may contact entrants prior to the Draw to verify eligibility requirements.</li> <li>Proxy's will not be accepted should the entrant be unavailable [to attend] on the day of the Draw.</li> </ul> <p><del>[delete if not applicable] Unclaimed Prize Draw</del><br/>Any unclaimed prize draw will be conducted on [time] [day] [date] at [address of draw] by a Station representative.</p>   |
| <p>14: Prize Details</p> | <p><del>[insert prize details]</del> There are up to Ten [insert number 10] prizes to be won for up to Ten [10x] winners.</p> <p>The Prize consists of:</p> <ul style="list-style-type: none"> <li>4 x Tickets to RunWest 2021, valued at up to \$150 (incl GST)</li> <li><del>[if prize is cash awarded for participation in a quiz]</del></li> <li>Minor Prizes: Those who correctly answer between [1] and [9] questions in a single segment of the Quiz will receive [\$x] for each question correctly answered.</li> <li>Major Prizes: Those who correctly answer all [10] questions in a single segment of the Quiz will win the major prize of \$XXXXXX.</li> <li>The Prize on offer during the contesting spot will be between \$[x] and \$[XXXX]</li> <li><del>[if there are bonus prizes available]</del></li> <li>The Promoter reserves the right to award discretionary "bonus Prizes" for a selected contesting segment. Bonus prizes apply</li> </ul> |

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|                                       | <p><del>to one particular contesting segment only and are awarded in the Promoter's absolute discretion. Bonus prizing may include but is not limited to [insert types of prizes eg. vouchers, movie tickets].</del></p> <p><del>— if there are consolation prizes available;</del></p> <p><del>— The Promoter reserves the right to award consolation or random prizes to entrants at any point throughout the promotion, in its absolute discretion.</del></p> <p><del>— [if prize is tickets]</del></p> <p><del>— Once a winner has been allocated tickets to an event, they are ineligible to win any additional tickets to the same event.</del></p> <p><del>— Additional spending money, meals (other than outlined above), taxes, luggage costs, insurance and all other ancillary costs are not included, and are at the winner's expense.</del></p> <p><del>— [if prize is travel] Travel must be taken between [first date] and [last date], exact dates to be specified by the Promoter.</del></p> <p><del>— [if prize is travel (and dates of travel are not specified)] Exact dates of Travel to be specified by the Promoter.</del></p> <p>—</p> <p>If an Entrant is deemed a winner, they will receive one (1) prize only.</p> <p>Prizes awarded are subject to availability and are at the complete discretion of the Promoter.</p> <p>All prizes are non-transferable. Any prize that is found to be for sale or on-sold will be cancelled and will not be reissued.</p> <p>No refund or exchange will be given for any prize.</p> |
| <p><b>15: Total Prize Value</b></p>   | <p>Up to <del>\$XX,XXX</del> <u>\$1,500.00</u> (inc GST)</p>  |
| <p><b>16: Winner Notification</b></p> | <p>Winners will be notified: <del>{delete any of the following that do not apply}</del></p> <ul style="list-style-type: none"> <li><del>— in person;</del></li> <li>- via SMS;</li> <li>- via telephone;</li> <li><del>— on air at the time of winning;</del></li> <li>- at the time of the draw;</li> <li><del>— via Facebook/Instagram</del></li> </ul> <p>OR</p> <p><del>{on air notification only}</del></p> <ul style="list-style-type: none"> <li><del>• The prize winner will be notified on air if they have been successful in winning a prize. The prize winner will then be kept on the telephone or contacted after winning via phone or email to organise the prize.</del></li> <li><del>• If an entrant is unsuccessful in obtaining a prize, they will be notified on air and there will be no follow up from the Promoter.</del></li> </ul>   |

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| <p>17. <b>Publication Details</b></p>      | <p>Winners of prizes valued at over \$500 (inc GST) will be published on the Station Website 'WIN' Page.</p>   |
| <p>18: <b>Prize Claim and Delivery</b></p> | <p>Prizes must be claimed by <del>[insert time and date]</del> <u>Tuesday 23<sup>rd</sup> March 2021.</u></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>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.</p> <p><del>Any unclaimed prizes will be [insert description of how unclaimed prizes will be allocated]. There will be no unclaimed prize draw.</del></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><del>[delete if not applicable] Where the prize is a good or product</del></p> <ul style="list-style-type: none"> <li><del>• [delete if not applicable] By Post – The prize/s may be provided to the prize winner/s by the prize provider and can be delivered to the winners residential address via mail or delivered via email</del></li> <li><del>• [delete if not applicable] Collection at Station – The prize/s will be available for collection by the winner from the Station (or by the winner's parent/guardian if the winner is under 18 years of age). The Station will contact the winner when their prize is ready for collection.</del></li> <li><del>• [delete if not applicable] NOTE THAT WE WOULD RARELY USE THIS ONE: Cash Redemption – At the Promoter's election, prize winners may also have the option to claim the equal cash amount value of the prize.</del></li> </ul> <p><b>OR</b></p> <p><del>[delete if not applicable] Where the prize is money</del></p> <ul style="list-style-type: none"> <li><del>• [delete if not applicable] 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.</del></li> <li><del>• [delete if not applicable] Cheque – The prize will be awarded to the winner (or to the winner's parent/guardian if the winner is under 18 years of age) in the form of a cheque.</del></li> </ul> |

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|  | <p><b>OR</b></p> <p><del>[delete if not applicable] Where the prize is a voucher or tickets</del></p> <ul style="list-style-type: none"> <li><del>[delete if not applicable] Mail or Email</del>—The prize/s may be provided to the prize winner/s by the prize provider and can be delivered to the winners residential address via mail or delivered via email.</li> <li><del>[delete if not applicable] Collection at Station</del>—The prize/s will be available for collection by the winner from the Station (or by the winner’s parent/guardian if the winner is under 18 years of age). The Station will contact the winner when their prize is ready for collection</li> </ul> <p><del>[delete if not applicable] Where the prize is travel</del></p> <ul style="list-style-type: none"> <li><del>Verification requirement</del>—The prize must be claimed by winners providing the Promoter or Promoter’s nominated travel agent, the full names of the travellers as per their passports, their dates of birth, passport numbers and scanned copy of passports.</li> <li><del>Collection of prize</del>—The winner will be advised by the Promoter whether they are required to come into the Station or go direct to the Promoter’s nominated travel agent to collect their prize</li> </ul> <p><del>[delete if not applicable] Where the prize includes spending money</del></p> <ul style="list-style-type: none"> <li><del>Electronic Transfer</del>—The spending money will be transferred to the winner’s nominated bank account via electronic funds transfer within 28 business days. This may take up to 4 weeks to show up in the winning contestant’s nominated bank account.</li> </ul> |
| <p><b>19. Prize Claim Date and Time &amp; Unclaimed Prize Draw</b></p> | <p><b>Prize Claim</b><br/>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><b>Unclaimed prize draw</b><br/>There will be no unclaimed prize draw.</p> <p><b>OR</b><br/><del>[insert details of unclaimed prize draw] Any unclaimed prize will be conducted on [time] [day] [date] at [address] by a Station representative.</del></p>  |
| <p><b>20. Special conditions</b></p>                                   | <p><b>General</b><br/>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>  |

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Should any elements of the prize be changed, moved, cancelled or not available for any unforeseen reason or for reasons outside of the Promoter's control (including for example COVID-19), the Promoter takes no responsibility and the Prize Winners will not be compensated.

Prior to acceptance of any prize, the Promoter may require the winner to sign documents including a prize acceptance form, consent to broadcast (such as an image or footage release), liability or publicity waiver or indemnity form. Any winner that fails to sign any required documentation as requested by the Promoter may be disqualified from the promotion.

It may also be a condition of being a prize winner that winners be available for on-air interviews and/or in-studio and/or on location interviews, photos or videos as part of redeeming a prize.

Should there be any technical malfunctions for any reason, the Promoter has the option to extend the time period for giveaways and/or change the specified day. The Promoter will then stipulate on air the new end time of the competition. Where applicable, contestants may at the absolute discretion of the Promoter be awarded the prize off air.

**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.

**Photos/Videos/25 word answers and other material submitted as part of Entry**

By entering this competition, Entrants agree that:

- All photos, videos or other material submitted as part of their entry are owned by them;
- Materials do not contain images or copyright materials of anyone else unless they have the express consent of that person(s);

- Materials do not contain anything which is (as determined by the Promoter in its discretion) obscene, defamatory, discriminatory or otherwise inappropriate.

For the avoidance of doubt, the Promoter reserves the right to invalidate any entry which does not meet the criteria above.

**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.

**[delete if not applicable] 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.

**[delete if not applicable] 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.~~

~~[delete if not applicable]~~ **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/>

~~[delete if not applicable]~~ **Opt ins for marketing by sponsor or prize provider**

If you opt in to receive more information from [client], you consent to us sharing your personal information with [client]. [Client] may use your personal information for the purpose of sending you information regarding its products and services, and will otherwise handle your personal information in accordance with its Privacy Policy available at ~~[insert link to client's privacy policy]~~. The handling of personal information by ARN will be in accordance with its privacy policy at <http://www.arn.com.au/about-us/privacy-policy/>.

~~[delete if not applicable]~~ **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.

~~[delete if not applicable]~~ **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.

~~[delete if not applicable]~~ **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.

~~[delete if not applicable]~~ **Special consent to broadcast FOR MINORS**

By entering this competition, parents/guardians acknowledge that their child (Minor) will be participating in the promotion and it may feature audio recordings of the nominated contestant and that they may be broadcast, communicated or published by the Station or otherwise receive publicity. Entrants expressly authorise the Promoter to publish the Minor's likeness or matter that identifies the Minor in any material associated with the Activity. Entrants grant to the Promoter a perpetual, non-exclusive, royalty free licence to use their or their child's 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.~~

**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.

~~{delete if not applicable}~~ **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.~~

~~{delete if not applicable}~~ **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.~~

~~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.~~

~~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.~~

~~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.~~

~~When entering the Promotion, you are providing your information to the Promoter and not to Facebook, Instagram or Twitter.~~

~~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.~~

~~{delete if not applicable}~~ **Special conditions for event tickets**

~~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.

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

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.

~~[delete if not applicable] Special conditions for overseas travel [use this for US travel only]~~

~~Travel must be taken between [first date] and [last date], exact travel dates in this range to be specified by the Promoter. 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.~~

~~OR~~

~~Exact travel dates will be specified by the Promoter and may be subject to a blackout period as specified by the Promoter. If a winner and travelling companion are, for whatever reason, unable to travel or do not take an element of the prize within the time stipulated by The Promoter, then the prize will be forfeited by the winner.~~

~~Unless expressly stated in these terms and conditions, the winner (and their travelling companion) is responsible for all other expenses not listed above including but not limited to meals (other than those specified), incidentals, mini bar, laundry, room service, phone calls, gratuities, optional activities and excursions, freight, excess baggage, ground transport, visas, spending money, travel insurance and all transfers, including travel costs to and from their closest capital city airport if the winner is from a regional area, and all other ancillary costs. A credit card imprint may be required at check-in to the hotel, for all incidental charges.~~

~~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.

If the issuing country of your passport is not Australia, you must hold a valid Australian permanent residency visa. Please note, if the issuing country is not listed on the US Visa Waiver Program or the entrant is not eligible to obtain the requisite travel documents (i.e. ESTA) within the nominated timeframe, they will be deemed ineligible.

If travelling to the USA, the winner & their travelling companion must meet ESTA requirements for entry to the USA (see <https://esta.cbp.dhs.gov/esta/> for eligibility criteria) or have an existing visa for entry to the USA. If the winner does not hold a passport from a country that participates in the ESTA program or doesn't qualify for the ESTA program for another reason such as past criminal record and does not hold a US visa at time of winner notification, they will be deemed invalid and the prize will be reallocated to the next drawn winner

Due to new US immigration and security restrictions, the Promoter's representative will ask the winners: "Have you travelled to Iran, Iraq, Somalia, Sudan, Syria, Libya or Yemen since 1 March 2011?" If the answer is yes for the winner or their travelling companion, the winners will be deemed ineligible and forfeit their claim to the prize.

The winner and their travelling companion must confirm that they do not have a criminal record.

The winner must confirm that themselves and their travelling companion have a reasonable level of health, fitness and physical and mental ability to safely participate in the prize.

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.

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.

**[if travel insurance not included]** The Promoter strongly recommends that all winners take out travel insurance and consult the [www.smarttraveller.gov.au](http://www.smarttraveller.gov.au) website prior to travelling.

OR

**[if travel insurance is included]** Comprehensive travel insurance is compulsory and is included in the prize subject to all travellers having no pre-existing medical conditions and being under 59 years of age. If the winner or guest do not meet these criteria they will be responsible for

~~any additional cost for the insurance.~~

~~Winner may be required to sign a prize acceptance form including liability and publicity waiver before the prize booking can be made, and within 72 hours of being notified as the winner to formally accept the prize.~~

~~All passengers must travel together on the same flights and stay at the same properties.~~

~~No compensation or alternative travel plans will be arranged should the Prize winner and/or their guest 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.~~

~~Travel itinerary and travel suppliers (eg. airlines) will be determined by the Promoter in its absolute discretion.~~

~~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.~~

~~The winner and his/her travel companion are responsible for ensuring that they have valid passports, and any requisite visas, vaccinations and travel documentation.~~

~~Winner and their guest are responsible for securing their ESTA Visa Waiver, prior to departure from Australia.~~

~~[delete if not applicable] Special conditions for overseas travel [use this for NON-US travel]~~

~~Travel must be taken between [first date] and [last date], exact travel dates in this range to be specified by the Promoter. 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.~~

~~OR~~

~~Exact travel dates will be specified by the Promoter and may be subject to a blackout period as specified by the Promoter. If a winner and travelling companion are, for whatever reason, unable to travel or do not take an element of the prize within the time stipulated by The Promoter, then the prize will be forfeited by the winner.~~

~~Unless expressly stated in these terms and conditions, the winner (and their travelling companion) is responsible for all other expenses not listed above including but not limited to meals (other than those specified), incidentals, mini bar, laundry, room service, phone calls, gratuities, optional activities and excursions, freight, excess baggage, ground transport, visas, spending money, travel insurance and all transfers, including travel costs to and from their closest capital city airport if the winner is from a regional area, and all other ancillary costs. A credit card imprint may be required at check-in to the hotel, for all~~

incidental charges.

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.

The winner must confirm that themselves and their travelling companion have a reasonable level of health, fitness and physical and mental ability to safely participate in the prize.

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.

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 willful 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.

{if travel insurance not included} The Promoter strongly recommends that all winners take out travel insurance and consult the [www.smarttraveller.gov.au](http://www.smarttraveller.gov.au) website prior to travelling.

OR

{if travel insurance is included} Comprehensive travel insurance is compulsory and is included in the prize subject to all travellers having no pre-existing medical conditions and being under 59 years of age. If the winner or guest do not meet these criteria they will be responsible for any additional cost for the insurance.

Winner may be required to sign a prize acceptance form including liability and publicity waiver before the prize booking can be made, and within 72 hours of being notified as the winner to formally accept the prize.

All passengers must travel together on the same flights and stay at the same properties.

No compensation or alternative travel plans will be arranged should the Prize winner and/or their guest 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.

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

## 6. PARTICIPATION IN ACTIVITIES AND PRIZES AND INDEMNITY:

- 6.1 Any entrant or winner participating in any activity for the purposes of the Promotion or in respect of any prize agrees to fully release and indemnify to the maximum extent permissible by law, the Promoter and Australian Radio Network and their respective contractors, employees, directors and officers in respect of any claim for accident, injury, property damage, financial loss or loss of life in connection with the entrant or winner's participation in the Promotion or prize.
- 6.2 The indemnity granted by each entrant and winner to the Promoter and Australian Radio Network and their respective contractors, employees, directors and officers pursuant to Clause 6.1 includes in

respect of any cost, loss, expense, damage or liability whether direct or indirect or consequential, (present or future), and any fine or penalty incurred by the entrant or winner.

- 6.3 In respect of any prize comprising travel or any other activity, the winner expressly acknowledges that undertaking such travel or activity is at the 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 alteration 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.