

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

<b>1:</b>	<b>Name of Promotion</b>	Johnny & Inkie's Pray for a vacay
<b>2:</b>	<b>Promoter Name &amp; ABN</b>	Radio Cairns Pty Ltd ABN 13 113 960 722 Cairns Broadcasters Pty Ltd ABN 54 122 696 879
<b>3:</b>	<b>Stations</b>	Star 102.7
<b>4:</b>	<b>Websites</b>	<a href="http://www.star1027.com.au/">http://www.star1027.com.au/</a>
<b>5:</b>	<b>State or Territory</b>	QLD
<b>6:</b>	<b>Competition Period Start Date &amp; Time</b>	Competition commences Saturday 15 <sup>th</sup> March 2025 at 00:01 AM (AEDT)  The Promoter reserves the right to tease the promotion prior to the competition start date.
<b>7.</b>	<b>Competition Period Close Date &amp; Time</b>	Competition concludes Friday 28 <sup>th</sup> March 2025 at 9:00 AM (AEDT) or whenever the prize has been awarded.  The Promoter reserves the right to: (i) amend the contesting period at its absolute discretion including to close the competition within the Competition Period; (ii) terminate the competition subject to any direction from a regulatory authority.
<b>8.</b>	<b>Entry Restrictions</b>	a) Entrants must be 21 years of age or over at the time of entry. b) Entrants may enter more than once, however only one prize can be won per person per competition. c) Promotions are not open to any person, including Australian residents, entering the competition from outside of Australia. d) Entrants acknowledge that they must be contactable by the Promoter in order to be successful. Entrants unable to be contacted in accordance with these terms for any reason will forfeit their prize / opportunity. 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. f) Entrants may be required to sign a legal indemnity form prior to accepting any prizes.

	<ul style="list-style-type: none"> <li>g) Entrants must be a resident in QLD.</li> <li>h) Entrants &amp; winning parties 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.</li> <li>i) Entrants must be able to collect the prize from the Station or nominated travel agent as specified by the Promoter.</li> </ul>
<p><b>9. How to enter</b></p>	<p><b>Online entry plus 50 word answer:</b></p> <p>During the Competition Period:</p> <ul style="list-style-type: none"> <li>(a) listeners will be invited via Station on-air commercials, announcer solicits, promotional trailers, social media and printed materials, to visit the Station Website and complete the online entry form, including by providing their contact details. and by stating in 50 words or less why they are deserving of the trip to Christchurch NZ.</li> <li>(b) Each entry submitted in the above specified competition period will be individually reviewed by representatives of the Promoter.</li> <li>(c) The Promoter will select one (1) winner at random, based on valid registrations received:             <ul style="list-style-type: none"> <li>a. meet the entry restrictions,</li> <li>b. suitability for the promotion.</li> </ul> </li> <li>(d) The Promoter will select one (1) entry at random over the contesting period that it deemed to be the winner (in its absolute discretion) based on the above criteria from all valid entries received within the time period specified to receive a prize.</li> <li>(e) The entry deemed the winner will be awarded the prize.</li> <li>(f) 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.</li> <li>(g) 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.</li> <li>(h) The Promoter reserves the right in its absolute discretion to refrain from broadcasting any call.</li> </ul>
<p><b>10. Limitation on entries</b></p>	<p>Entrants may submit as many entries as they wish however each entry must be submitted via a separate online entry form on each occasion and contain a different answer to the question stated on the online entry form.</p>

<b>11. Challenge Details</b>	N/A						
<b>12. Judging Criteria</b>	N/A						
<b>13. Draw Details</b>	<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> Friday 28<sup>th</sup> March 2025 at 8:45am at ARN Cairns, 21 Grafton Street, Cairns City 4870.</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.</li> </ul>						
<b>14: Prize Details</b>	<p>There are up to one (1) prizes to be won for up to one (1) winners.</p> <p>Exact dates of Travel to be specified by the Promoter.</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>Prize package for 2 x adults:</b></p> <ul style="list-style-type: none"> <li>• 2 x return Cairns-Christchurch flights with Jetstar</li> <li>• 2 x night stay at Distinction Hotel Christchurch (inc. breakfast) <ul style="list-style-type: none"> <li>○ Tickets/admission to several Christchurch attractions: <ul style="list-style-type: none"> <li>▪ Christchurch Tram</li> <li>▪ International Antarctic Centre</li> <li>▪ Willowbank Wildlife Reserve</li> <li>▪ Black Cat Cruises</li> </ul> </li> </ul> </li> <li>• TranzAlpine Scenic Plus train experience from Christchurch to Greymouth</li> <li>• 1 x night stay at Scenic Hotel Punakaiki (inc. breakfast)</li> <li>• Hanmer Springs Thermal Pools &amp; Spa experience</li> <li>• 1 x night stay at Sudima Hotel in Kaikoura (inc. breakfast)</li> <li>• Ecozip Adventure experience in Kaikoura</li> <li>• 1 x night stay at Novotel Christchurch Airport (inc. breakfast)</li> <li>• Car hire (West Coast to Christchurch)</li> <li>• \$250 Travelex Money Card</li> <li>• Free Cairns Airport Parking for trip</li> </ul> <p><b>Proposed Itinerary:</b></p> <table> <tr> <td>Fly Cairns-Christchurch (arrive at 6.05am local time)</td><td></td></tr> <tr> <td><b>Day 1:</b> Explore Christchurch</td><td><b>Night 1:</b> Distinction Hotel Christchurch</td></tr> <tr> <td><b>Day 2:</b> Explore Christchurch</td><td><b>Night 2:</b> Distinction Hotel</td></tr> </table>	Fly Cairns-Christchurch (arrive at 6.05am local time)		<b>Day 1:</b> Explore Christchurch	<b>Night 1:</b> Distinction Hotel Christchurch	<b>Day 2:</b> Explore Christchurch	<b>Night 2:</b> Distinction Hotel
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		Christchurch
	<b>Day 3:</b> Board TranzAlpine train across to Greymouth (West Coast) > Pick up hire car and drive to Punakaiki.	<b>Night 3:</b> Scenic Hotel Punakaiki
	<b>Day 4:</b> Drive to Punakaiki > Experience Hanmer Springs > Drive through to Kaikoura	<b>Night 4:</b> Sudima Hotel Kaikoura
	<b>Day 5:</b> Experience Ecozip Adventure > Drive to Novotel Christchurch Airport	<b>Night 5:</b> Novotel Christchurch Airport
	Fly Christchurch-Cairns (arrive in Cairns 10.40am local time)	
<b>15: Total Prize Value</b>	Up to \$10,000 (inc GST)	
<b>16: Winner Notification</b>	Winners will be notified: <ul style="list-style-type: none"> <li>- via SMS;</li> <li>- via telephone;</li> <li>- on air at the time of winning;</li> <li>- at the time of the draw;</li> <li>- via Facebook/Instagram</li> </ul>	
<b>17. Publication Details</b>	Winners of prizes valued at over \$500 (inc GST) will be published on the Station Website 'WIN' Page.	
<b>18: Prize Claim and Delivery</b>	<p>Prizes must be claimed by 28/06/2025.</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>Any unclaimed prizes will be awarded to another entrant.</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</p>	

	<p>prizes will be offered.</p> <ul style="list-style-type: none"> <li>• <b>Collection at Station</b> - The prize/s will be available for collection by the winner from the Station. The Station will contact the winner when their prize is ready for collection.</li> </ul> <p><b>Where the prize is a voucher or tickets</b></p> <ul style="list-style-type: none"> <li>• <b>Collection at Station</b> - The prize/s will be available for collection by the winner from the Station. The Station will contact the winner when their prize is ready for collection</li> </ul> <p><b>Where the prize is travel</b></p> <ul style="list-style-type: none"> <li>• <b>Verification requirement</b> – 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>• <b>Collection of prize</b> – 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>19. <b>Prize Claim Date and Time &amp; Unclaimed Prize Draw</b></p>	<p><b>Prize Claim</b></p> <p>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></p> <p>There will be no unclaimed prize draw.</p>
<p>20. <b>Special conditions</b></p>	<p><b>General</b></p> <p>The Promoter’s decision is final and no correspondence will be entered into regarding the award of any prize or the pronouncement of a winner or winners (as applicable).</p> <p>Prizes awarded are subject to availability and are at the complete discretion of the Promoter.</p> <p>Should any elements of the prize be changed, moved, cancelled or not available for any unforeseen reason or for reasons outside of the Promoter’s control (including for example COVID-19), the Promoter takes no responsibility and the Prize Winners will not be compensated.</p> <p>Prior to acceptance of any prize, the Promoter may require the winner to sign documents including a prize acceptance form, consent to broadcast (such as an image or footage release), liability or publicity waiver or indemnity form. Any winner that fails to sign any required</p>

	<p>documentation as requested by the Promoter may be disqualified from the promotion.</p> <p>It may also be a condition of being a prize winner that winners be available for on-air interviews and/or in-studio and/or on location interviews, photos or videos as part of redeeming a prize.</p> <p>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.</p> <p>Any form of harassment against the employees or agents of the Promoter during or after the Competition Period is strictly prohibited. Harassment is unacceptable and unreasonable behaviour that will be met by the Promoter with zero tolerance. Entrants who harass employees or agents regarding the outcome of their participation in this Promotion via (but not limited to) phone, text, mail, social media and/or in person interactions may be deemed ineligible to enter any and all current or future promotions and may be blocked from contacting the Promoter, its employees or agents at the Promoter's sole discretion and correspondence will not be entered into regarding the Promoter's decision.</p> <p><b>Information collected</b></p> <p>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 <a href="https://arn.com.au/privacy-policy/">https://arn.com.au/privacy-policy/</a></p> <p><b>Contesting dates</b></p> <p>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.</p> <p><b>Promoter's right to request further information</b></p> <p>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.</p> <p><b>Promoter's right to exclude any entrant</b></p> <p>The Promoter reserves the right to exclude any entrant in its absolute discretion, including should it deem an entrant to be unsuitable for participation in the promotion.</p> <p><b>Photos/Videos/25 word answers and other material submitted as part of Entry</b></p> <p>By entering this competition, Entrants agree that:</p> <ul style="list-style-type: none"> <li>• All photos, videos or other material submitted as part of their entry are owned by them;</li> </ul>
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- 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.

#### **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/>

#### **Opt ins for marketing by sponsor or prize provider**

If you opt in to receive more information from Cairns Airport, you consent to us sharing your personal information with Cairns Airport. Cairns Airport 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

<https://www.cairnsairport.com.au/home/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/>.

#### **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.

#### **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.

#### **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

	<p>acceptance of any prize. The Promoter has no ongoing liability to the entrant or their nominated person, for any reason whatsoever.</p> <p><b>Facebook/Instagram/Twitter</b></p> <p>The Promoter reserves the right to solicit for entrants on Facebook, Instagram and Twitter and invite them to register for the Promotion.</p> <p>When entering this Promotion, you agree to release Facebook, Instagram and Twitter from all liability and claims arising out of or in connection with the Promotion or these terms and conditions.</p> <p>You acknowledge and agree that your entry must be in accordance with Twitter, Instagram and Facebook's Statement of Rights and Responsibilities and can be removed at any time by the Promoter or otherwise in accordance with Twitter, Instagram and Facebook's Statement of Rights and Responsibilities.</p> <p>The Competition is in no way sponsored, endorsed, administered by, or associated with Facebook and Twitter. Any questions, comments, or complaints regarding the Promotion should be directed to the Promoter.</p> <p>When entering the Promotion, you are providing your information to the Promoter and not to Facebook, Instagram or Twitter.</p> <p>Costs associated with accessing the Facebook, Instagram or Twitter pages or accounts remain an Entrant's responsibility and may vary depending on the internet service or telecommunications provider used.</p> <p><b>Special conditions for overseas travel</b></p> <p>Travel must be taken between 28/03/2025 and 30/11/2025 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.</p> <p>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.</p> <p>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.</p>
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	<p>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.</p> <p>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.</p> <p>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).</p> <p>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.</p> <p>The Promoter strongly recommends that all winners take out travel insurance and consult the <a href="http://www.smartraveller.gov.au">www.smartraveller.gov.au</a> website prior to travelling.</p> <p>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.</p> <p>All passengers must travel together on the same flights and stay at the same properties.</p> <p>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.</p> <p>Once booking is confirmed no changes are allowed, any changes will be at the cost of the winner.</p> <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>
<p><b>21. The Ultimate South Island Adventure itinerary package</b></p>	<p><b>Fly into Christchurch</b>  Depart Cairns at 10:55pm, arrive in Christchurch at 6.50am (local time).  Jetstar will book the flights for the winner.  T&amp;C's: One prize consisting of 2x return airfares on Jetstar Airways (JQ) departing from Cairns (CNS), arriving in Cairns (CHC), up to a maximum</p>

	<p>value per prize of \$3,000 (AUD), as further detailed below ("<b>Flights</b>").</p> <p>a) Conditions that apply to the Flights:</p> <ol style="list-style-type: none"> <li>Flights must be taken by the 30/11/2025. The Prize winner and companion must travel together.</li> <li>Each passenger will receive a Starter Plus bundle including standard seat selection, 7kg carry-on baggage, 20kg checked baggage and an in-flight meal deal.</li> <li>Flights must be requested via Cairns Airport with Jetstar and are subject to availability.</li> <li>Flights will be subject to Jetstar's conditions of carriage and other conditions may apply.</li> <li>The winner is responsible for their own expenses in relation to any travel required to get to the departure destination or other associated costs with claiming or using the Prize including but not limited to accommodation, travel insurance, meals, spending money, visas/border entry requirements, ground transfer costs and any Government/airport levied taxes.</li> </ol> <p><b>2 x nights at Distinction Hotel inc. breakfast</b> Explore Christchurch at own leisure.</p> <p>Voucher Conditions:</p> <ul style="list-style-type: none"> <li>To make your accommodation reservation please phone +64 3 377 7000 and quote your voucher number</li> <li>Accommodation voucher is subject to hotel availability and allocation of room type is at the Hotel Manager's discretion</li> <li>This voucher is non-refundable and cannot be exchanged for cash</li> <li>Please present this voucher to reception cashier on arrival</li> <li>All expenses over and above those detailed must be settled on departure</li> <li>This voucher can only be redeemed once</li> <li>A guarantee for incidentals will be required upon check-in</li> </ul> <p><b>Catch TranzAlpine Train to Greymouth (West Coast)</b> (Approx. 5hr trip from Christchurch)</p> <p>Voucher conditions:</p> <ul style="list-style-type: none"> <li>2 x return adult tickets</li> <li>Expires 30 September 2026.</li> <li>Blackouts 20 Dec 2025 – 5 Jan 2026.</li> <li>Voucher can only be redeemed online at <a href="http://greatjourneysnz.com">greatjourneysnz.com</a> and can't be used for purchase on our trains or at our stations. Vouchers cannot be redeemed in conjunction with other vouchers or discounts. All travel is subject to availability at time of booking. The full value of the voucher must be used in a single transaction. No refunds, change or credit will be given for any portion of the voucher's stated value. This voucher is non transferrable, and our prior written consent must be obtained to on-sell as part of an approval fundraising effort. Voucher has no value if sold or exchanged for cash.</li> </ul> <p>Drive to Punakaki (approx. 1hr drive from Greymouth)</p>
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	<p><b>1 x night Scenic Hotel Punakaiki inc. breakfast</b></p> <p>Voucher conditions:</p> <ul style="list-style-type: none"> <li>• Expires 31/12/2026.</li> <li>• Redeemable at Scenic Hotel Punakaiki. Subject to availability, The hotel reserves the right to close out dates which vouchers will not be accepted. Bookings cannot be made via third party websites or directly with the Hotel. Bookings are to be made direct with Scenic Group via contact details on the Voucher. Not redeemable for cash and no change given. Not to be sold, exchanged, or traded.</li> </ul> <p>Drive to Hanmer Springs (approx. 3hr 15min drive from Punakaiki)</p> <p><b>Experience Hanmer Springs</b></p> <p>Voucher conditions:</p> <ul style="list-style-type: none"> <li>• 2 x adult single entry pool passes which includes access into all outdoor pools and waterslides.</li> <li>• Voucher valid until 26 February 2026.</li> <li>• The voucher is valid for 12 months from the date of issue. Vouchers will not be redeemable after this time. Extensions may be given on Gift Vouchers and Open Dated Travel Packages expiry dates due to genuine unforeseen circumstances only. This is at the discretion of Hanmer Springs Thermal Pools &amp; Spa. If an extension is given, the purchaser will be required to pay any increase in voucher price or package costs arising from the extension.</li> <li>• The issued gift voucher entitles the bearer to products/services as specified.</li> <li>• It cannot be exchanged for cash or used in conjunction with any other offer or promotion. Gift Vouchers must be presented to redeem entry or offer.</li> <li>• Cancellations of confirmed bookings must be made 48 hours prior to arrival for a full refund.</li> <li>• Cancellations of confirmed Spa bookings must be made 4 hours prior to arrival for a full refund.</li> <li>• If a Spa booking cancellation is made with less than four hours prior notice, or where you fail to arrive for your appointment, 50% of the treatment cost will be charged.</li> <li>• Spa Treatment Vouchers receive no discount on initial purchase or on redemption.</li> <li>• Hanmer Springs Thermal Pools &amp; Spa is open daily (except Christmas Day).</li> <li>• Hanmer Springs Thermal Pools &amp; Spa does not provide refunds in the event of adverse weather or power cuts where the complex may be temporarily closed for safety reasons.</li> <li>• To redeem your gift voucher online, enter your voucher number in the Redeem Voucher box.</li> <li>• Bookings are essential at The Spa and can be made online or by phoning 0800 U RELAX.</li> <li>• Bookings are essential for Accommodation Packages, please contact our team by emailing <a href="mailto:info@hanmersprings.co.nz">info@hanmersprings.co.nz</a></li> </ul> <p>Drive to Kaikoura (2hr drive from Hanmer Springs)</p> <p><b>1 x night at Sudima Hotel in Kaikoura inc. breakfast</b></p> <p>Voucher conditions:</p> <ul style="list-style-type: none"> <li>• Redeemable: 17/02/25 – 17/02/26</li> </ul>
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	<ul style="list-style-type: none"> <li>The voucher must be presented on check-in, is non-transferable and cannot be redeemed for cash or used in conjunction with other offers. The voucher is for a one-time use and cannot be split into part/s for later use. Any remaining credit cannot be refunded, exchanged or transferred. Bookings are subject to availability and black-out dates apply.</li> </ul> <p><b>Ecozip Adventures Experience Kaikoura</b></p> <p><b>Voucher Conditions:</b></p> <ul style="list-style-type: none"> <li>EcoZip gift vouchers are valid for two years from the date of issue. Vouchers are non-refundable and non-transferable. These terms are subject to rights and remedies you have under the Consumer Guarantees Act 2003. There is no minimum or maximum age to participate in the EcoZip experience. However, all participants must weigh at least 30kgs (66lbs) and not more than 125kgs (275lbs). Ziplining is not recommended during pregnancy. At least one paying adult must be zipping with and supervising anyone in the booking who is aged 15 years or under.</li> </ul> <p>Drive to Christchurch (2hr 30mins from Kaikoura)</p> <p><b>1 x night at Novotel Christchurch inc. breakfast</b></p> <p><b>Voucher conditions:</b></p> <ul style="list-style-type: none"> <li>This gift voucher is non-transferrable, non-refundable and subject to availability. Bookings are essential at: HA542@accor.com or +64 (0) 3 357 6617. Dinner if offered in voucher, includes 2 courses and 1 beverage per person. This voucher is only redeemable at the Novotel Christchurch Airport, 30 Durey Road, Christchurch Airport, New Zealand. Internal Instruction - Payment Method - NCV -Novotel Comp Voucher</li> </ul> <p><b>Fly to Cairns</b></p> <p>Depart Christchurch at 8.05am and arrive in Cairns at 10.40am (local time)</p> <p><b>Car Hire (from West Coast to Christchurch)</b></p> <p>Winner will be connected with Christchurch Airport to book car hire.</p> <ul style="list-style-type: none"> <li>Car hire will be booked and paid for by Christchurch Airport. The hire car will be a medium-sized SUV (or similar) and will include insurance.</li> <li>Winner is responsible for payment of fuel for the duration of the trip.</li> <li>Further terms and conditions apply and are available on booking confirmation voucher.</li> </ul> <p><b>Travelex \$250 NZD Travel Money Card</b></p> <p>Voucher to be provided &amp; collected from Star 102.7</p> <p><b>Voucher conditions:</b></p> <p>The promoter is Travelex Limited (ABN 36 004 179 953, AFSL 222444). The voucher for the Travelex Money Card may be redeemed at Travelex Cairns Airport and entitles the holder to 1x Travelex Money Card loaded with AUD \$250, New Zealand Dollar equivalent. Voucher valid until 30th November 2025. Offer cannot be used in conjunction with any other offer or discount. Limit of one transaction per customer. Prize is non-transferable and cannot be redeemed for cash. Mastercard Prepaid</p>
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	<p>Management Services Australia Pty Ltd (ABN 47 145 452 044, AFSL 386 837) arranges for the issue of the Travelex Money Card in conjunction with the issuer, EML Payment Solutions Limited (ABN 30 131 436 532, AFSL 404131). You should consider the PDS and TMD available at <a href="http://www.travelex.com.au">www.travelex.com.au</a>, before deciding to acquire the product. The Travelex Money Card can only be issued if you meet Travelex's "Know your Customer" requirements. A valid form of identification must be presented in order to redeem the prize. Travelex Money Card can only be issued to a person who is resident of Australia and not aged under 14 years. Travelex Money Card can only be issued if you meet Travelex's "Know Your Customer" requirements which includes presenting an acceptable identification document. Travelex Money Card cannot be transferred to another person. The Prize winner will be required to accept legal documentation in the form required by the Promoter and the issuer of the Travelex Money Card including a Product Disclosure Statement and Terms and Conditions for the Travelex Money Card.</p> <p><b>Cairns Airport Parking</b>  Voucher to be provided &amp; collected from Star 102.7  Voucher conditions:</p> <ol style="list-style-type: none"> <li>1. A voucher will be provided to the eligible Prize Winner with booking information and instructions.</li> <li>2. Booking must be made a minimum of 20 days prior departure.</li> <li>3. Prize is not transferable or redeemable for cash and is subject to availability.</li> <li>4. Cairns Airport Parking Terms &amp; Conditions and Privacy Policy apply. See Prize Winner voucher for further terms and conditions.</li> </ol>
<p><b>Cairns Airport Terms &amp; Conditions</b></p>	<p><b>Promoter:</b> Star 102.7</p> <p><b>Facilitator:</b> The Facilitator is Cairns Airport Pty Ltd, Level 2 Airport Administration Centre, Cairns Airport QLD 4870.</p> <p><b>Promotion Special Conditions:</b></p> <p><b>Prize conditions:</b></p> <ol style="list-style-type: none"> <li>(a) the Winner must be one of the travellers.</li> <li>(b) Extensions on a Prize validity period is not available.</li> <li>(c) Preferred dates of travel are preference only and are subject to availability at the time of booking.</li> <li>(d) Specific Airline Prize conditions can be referred to in Appendix B. (e) Booking terms and conditions, general terms and conditions and privacy policy apply.</li> </ol> <p><b>Facilitator</b></p> <ol style="list-style-type: none"> <li>(f) The Promotion/Competition is being organised and run by the Promoter. The Facilitator's role in the Promotion/Competition is that of supporting/leveraging the Promotion/Competition via the Facilitator's social media</li> </ol>

	<p>accounts and website. (</p> <p>g) The Facilitator may communicate or promote the Promotion/Competition on its social media. Any questions or comments regarding the Promotion must be directed to the Facilitator or the Promoter, not to the social media platform. The Entrant releases Facebook, Instagram and their associated companies from all liabilities arising in respect of the Promotion/Competition. Entrants acknowledge that the Promotion/Competition is in no way sponsored, endorsed or administered by, or associated with Facebook or Instagram. (h) To the fullest extent permitted by law the Promoter, the Entrants and the Winners release the Facilitator from and indemnify the Facilitator against any liability arising from the Promotion/Competition; the Entrants and Winner's participation in the Promotion/Competition; and the Winner's acceptance and use of the Prize, reduced proportionately to the extent such liability was directly caused or contributed by the Facilitator's wilful misconduct.</p> <p><b>Privacy:</b></p> <ol style="list-style-type: none"> <li>1. The Winner acknowledges and agrees that the Promoter and the Facilitator may publish or cause to be published the Winner's names and locality in any media as required.</li> <li>2. If a Winner accepts the applicable Prize, the Winner agrees to participate in all reasonable promoted activities in relation to the Promotion as requested by the Promoter and the Facilitator and their agents, and the Promoter and the Facilitator reserves the right to use the Winner's name and photograph for marketing and publicity purposes in any media for an unlimited period without remuneration or compensation.</li> <li>3. By entering the Promotion, each entrant consents to the disclosure of personal information they have submitted in entering the Promotion or in connection with claiming a Prize to the Promoter and the Facilitator. Any personal information disclosed to the Promoter and the Facilitator can be added to and used for databases and future mail outs or emails of a promotional nature only by the Promoter and the Facilitator and their affiliates.</li> <li>4. All entries and any copyright subsisting in the entries become and remain the property of the Promoters.</li> <li>5. By participating in the Promotion, each entrant acknowledges and agrees that the Promoters collect personal information about entrants for the purposes of including entrants in the Promotion and, where appropriate, awarding Prizes; if the personal information requested is not provided, the entrant may not participate in the Promotion; and for the purpose using, disclosing and sharing such information to the Facilitator in accordance with clause 2.</li> <li>6. Entrants can gain access to, update or correct any personal</li> </ol>
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	<p>information by contacting the Promoter and the Facilitator. Entrants must contact BOTH the Promoter AND the Facilitator to access, update or correct any personal information. All personal information will be stored at the offices of the Promoter. All personal information shared by the Promoter with the Facilitator will be stored on the Facilitator's database. A copy of the Promoter's Privacy Policy in relation to the treatment of personal information collected may be obtained by contacting the Promoters or by visiting <a href="http://star1027.com.au">star1027.com.au</a>. The privacy statement may be updated from time to time. Entrants can request to be unsubscribed or removed from any database at any time by contacting the Promoters.</p> <p>a. The Facilitator is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy, located at <a href="http://cairnsairport.com.au/home/privacy-policy">cairnsairport.com.au/home/privacy-policy</a>. The Facilitator's privacy policy contains information about how the Entrant may access, update and seek correction of the personal information the Facilitator holds about them and how the Entrant may complain about any potential breach by the Facilitator of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with.</p> <p>b. The Promoter and the Facilitator may disclose the Entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion. Personal information collected from Entrants will be disclosed to the Promoter's and the Facilitator's database.</p> <p><b>Who can enter the competition:</b></p> <p>1. Entry is only available to residents of Australia aged 18 years of age or older (participant) are eligible for the Competition.</p> <p>2. The following person(s) are ineligible to enter the Competition:</p> <p>(a) employees of:</p> <p>(i) the Promoter;</p> <p>(ii) the Facilitator; and</p> <p>(iv) the Promoter's and the Facilitator's related bodies corporate (as that expression is defined in the Corporations Act 2001 (Cth), and associated agencies, companies and contractors.</p> <p>3. The Promoter reserves the right, at any time and in their sole discretion, to verify the validity of entries and entrants (including an entrant's identity, age, place of residence and employer information) and to disqualify any entrant who submits an entry that is not in accordance with these terms and conditions, who tampers with the entry process, or engages in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion. The Promoter's legal rights to recover</p>
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	<p>damages or other compensation from such an offender are reserved. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.</p> <p>4. Entrants can only enter in their own name. The Promoter reserves the right to request the Winner to produce (within the requested time) appropriate photo identification or other documentation (to the Promoter's satisfaction at their sole discretion) in order to confirm a Winner's identity, age, residential or email address, eligibility to enter and claim a Prize and any information submitted by the Winner in entering the Promotion, before issuing a Prize. If the documentation required by the Promoter is not received by the Promoter (or their nominated agent) or the winning entry has not been verified or validated to the Promoter's satisfaction within the time requested, that Winner's entry will become invalid.</p> <p><b>Prize:</b></p> <ol style="list-style-type: none"> <li>1. The Prize/s are not transferable, refundable, exchangeable or redeemable for cash or kind and must be taken as offered and are subject to terms and conditions.</li> <li>2. If a Prize is unavailable for reasons beyond the Promoter's control, the Promoter reserves the right to substitute the Prize with a prize of equal or greater monetary value. This right is subject to any applicable legislation, regulations or directions from a regulatory authority.</li> <li>3. Once a Prize has left the Promoter's premises and handed to the winner, the Promoter takes no responsibility for the Prize being damaged, lost or stolen.</li> <li>4. All taxes (excluding GST, if any) which may be payable as a consequence of receiving a Prize are the sole responsibility of each winner.</li> <li>5. A winner's use of the Prize is entirely at their own risk.</li> <li>6. Before a Prize is awarded, the winner may be required to sign an agreement to release the Promoter and the Facilitator from and indemnifying the Promoter and the Facilitator against any liability arising from the winner's acceptance and use of the Prize and the winner's participation in the Competition.</li> <li>7. The Promoter and the Facilitator (including related entities) and their respective officers, employees, contractors and agents shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential economic loss) or for personal injury suffered or sustained, as a result of the Promotion or in connection with a Prize.</li> </ol> <p><b>No Liability:</b></p> <ol style="list-style-type: none"> <li>1. The Promoter and the Facilitator (including related entities) and their respective officers, employees, contractors and agents shall not be liable for any loss or damage whatsoever which is</li> </ol>
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	<p>suffered (including but not limited to indirect or consequential economic loss) or for personal injury suffered or sustained, as a result of the Promotion or in connection with a Prize.</p> <ol style="list-style-type: none"> <li>2. The Promoter and the Facilitator accepts no responsibility for any tax implications that may arise from the Prize.</li> <li>3. The Promoter and the Facilitator will not be responsible for any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this Promotion if the deficiency is occasioned by any cause outside the reasonable control of the Promoter and the Facilitator.</li> <li>4. If all or any part of any term or condition contained in these terms and conditions shall be declared or become unenforceable, invalid or illegal for any reason, such term or provision (or part thereof) shall be deemed severed from these terms and conditions and the other terms and conditions hereof shall remain in full force and effect as if the offending term or provision appearing had not been inserted herein.</li> <li>5. The Promoter reserves the right to cancel, terminate, modify or suspend the Promotion subject to the approval of the relevant regulatory authorities where required.</li> <li>6. The warranty on the goods and services obtained as a result of this Promotion remains the sole responsibility of the manufacturer/supplier of the Prize.</li> <li>7. This Promotion is not valid in conjunction with any other offer.</li> <li>8. The Promoter and its associated agencies and companies are not responsible for any problems, delays or technical malfunction of any telephone or network or lines, servers or providers, computer equipment, software, technical problems or traffic congestion on a network or a mobile network or any combination thereof, or any other technical failures including any damage to Entrant's or any other person's mobile handset, computer or peripherals related to, or resulting from, participation in this promotion or the downloading of any materials related to this promotion. The Promoter will not be responsible for any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this promotion if the deficiency is occasioned by any cause outside the reasonable control of the Promoter including but without limitation technical malfunctions or failures.</li> <li>9. If for any reason this promotion is not capable of running as planned for any reason beyond the reasonable control of the Promoter including because of war, terrorism, state of emergency or disaster (including natural disaster), infection by computer virus, bugs, tampering, unauthorized intervention, technical failures or any which corrupt or affect the administration, security, fairness, integrity or proper conduct of this promotion, the Promoter reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the</li> </ol>
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	<p>promotion and/or if necessary to provide an alternative prize or prizes to the same value as an original prize or prizes, subject to any written directions made under applicable State or Territory legislation.</p> <p>10. Any attempt to cause malicious damage or interference with the Website or app, or to otherwise undermine the legitimate operation of this promotion may be a violation of criminal laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent permitted by law. If the Promoter suffers loss or incurs any costs in connection with any breach of these conditions of entry or any other legal obligation by an Entrant, the Entrant agrees to indemnify the Promoter for those losses, damages and costs. 53. The use of any automated entry software or any mechanical, electronic or other means that allows an Entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that Entrant invalid.</p> <p>11. The Promoter, the Facilitator and its associated agencies and companies excludes all liability (including negligence) except for any liability that cannot be excluded by law (including any applicable Consumer Guarantee under the Australian Consumer Law), for any direct or indirect injury, loss and/or damage arising in any way out of the promotion. This includes, but is not limited to: (i) technical malfunctions, delays or failures, including those resulting from accessing any materials related to this promotion and any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this promotion as a result of any technical malfunctions, delays or failures; (ii) theft, unauthorised access or third party interference; (iii) lost or damaged entries, prize claims or prizes; and/or (iv) acceptance and/or use.</p>
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The Australian Radio Network General Terms and Conditions as published on the Station Website and available from the Stations reception on request subject to such variations may be provided for in this Schedule.

## AUSTRALIAN RADIO NETWORK

### General Terms and Conditions for Promotions & Competitions

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

#### 1. THIS DOCUMENT:

- 1.1 The following General Terms & Conditions apply to all competitions, giveaways and promotions ("**Promotion/s**") run by this ("**Radio Station**").

- 1.2 In the event that a Competition Terms and Condition Schedule ("**Schedule**") has been published in respect of a Promotion then these General Terms and Conditions are subject to all terms and variations as are specified in the Schedule for the purposes of that Promotion.
- 1.3 The "**Promoter**" is the operating entity of the Radio Station unless otherwise specified in a Schedule for the Promotion.
- 1.4 These General Terms and Conditions and the terms and conditions of any applicable Schedule are collectively referred to as the "**Terms and Conditions**".
2. **CONDITIONS OF ENTRY:**
  - 2.1 By submitting an entry to a Promotion, the entrant acknowledges and agrees to be bound by the Terms and Conditions.
3. **WHO MAY ENTER PROMOTIONS:**
  - 3.1 Promotions are open to permanent residents in the State or Territory in which details of the Promotion are broadcast by the Radio Station unless otherwise specified in the Terms and Conditions.
  - 3.2 Some Promotions will only be open to persons who are 18 years of age or older at the time of lodging their entry.
  - 3.3 The Promoter may specify health, fitness or other requirements for entry if a Promotion requires any form of participation on the part of the entrant or other persons. Such requirements will be determined by the Promoter at its discretion with regard to the health and safety of all participants.
  - 3.4 The Promoter may at its discretion withdraw or exclude any person from the Promotion or participation in any prize based on that person's health or medical history.
  - 3.5 Unless otherwise stated in a Schedule for a Promotion, each entrant may only enter a Promotion once.
  - 3.6 Entries can only be made in an individual's own name and in their own capacity and no entry can be made for or on behalf of any other person, venture or organisation.
  - 3.7 Promotions are not open to:
    - (a) employees of, or contractors to, the Promoter or any of its agencies involved with the Promotion;
    - (b) the spouse, de facto spouse, parent, natural or adopted child, or sibling (whether natural or adopted by a parent) of such employees and contractors (whether or not they live in the same household);
    - (c) any person who is discovered to have used or attempted to use any more than one name in order to qualify to win any Promotion run by the Promoter except in the case of a legal change of name;
    - (d) any person where that person or anyone from the same family or household has won a prize or prizes from the Promoter on the radio station or on any station owned or controlled by the Australian Radio Network valued either individually or collectively at more than **\$500 in the 30 days** prior to the commencement of the Promotion, or **\$20,000 in the 6 months** prior to the commencement of the Promotion.

- 3.8 Entrants must not have any prior criminal convictions, AVOs or Police records and the Promoter reserves the right to terminate their involvement with the Entrant if this sub-clause is found to be in breach at any time throughout the contesting period.
- 3.9 All contestants acknowledge and agree that the Promoter can rely on the Terms and Conditions and in particular, this Clause 3 even if the Promoter only learns of a person's ineligibility after the Promoter has or appears to have awarded the prize to the ineligible person. In those circumstances, the Promoter can require return of the prize or payment of its value to the Promoter.
4. **ENTRY REQUIREMENTS:**
- 4.1 All entries must be lodged in accordance with the requirements of the Terms and Conditions for the specific Promotion.
- 4.2 The Promoter is entitled at its sole discretion to reject or disqualify any entry which it determines to be incomplete or ineligible or which in the sole opinion of the Promoter contains unlawful, defamatory, offensive or other material which if published or broadcast would place the business interests of the Promoter at risk or adversely effect the goodwill, name or reputation of the Promoter.
- 4.3 All entries in any form, whether written or delivered by email, telephone, SMS or otherwise are deemed received only upon actual receipt of a complete and eligible entry by the Promoter. In the case of online entries by way of website or other communication application, an entry will not be deemed received unless and until a complete and legible entry is received onto the Promoter database. The Promoter shall have no responsibility for the failure of any means of communication whether within the Promoter's control or otherwise.
- 4.4 Where entries are made by SMS, the maximum cost of each SMS is 55 cents (including GST). Participation will only be open to entries submitted from the Participant's own telephone and where such telephone allows caller ID, is SMS compatible and is connected via a service provider which allows the receipt of text and premier messaging.
5. **PRIZES:**
- 5.1 All prizes will be awarded either:
- (a) where a Schedule applies in respect of the Promotion, as provided for in that Schedule; or
  - (b) in other cases as is published by the Promoter in respect of the Promotion.
- 5.2 All prizes must be collected within 3 months of the date of notification of winners as provided for below. Subject to the regulatory requirements of the individual States or Territories, prizes not collected within 3 months will be forfeited and will be redistributed into the prize pool of the associated station and used for alternative contest giveaways. See clause 16 regarding Prize Claim and Delivery.
- 5.3 All prize items are valued based on recommended retail pricing inclusive of GST and the Promoter takes no responsibility for any variation in item values.
- 5.4 Any taxes which may be payable as a consequence of a winner receiving the prize are the sole responsibility of that winner.
- 5.5 Prizes are non-transferable and may not be redeemed for cash.
- 5.6 All "cash" prizes will be paid to by bank transfer to the winner's nominated bank account. Payments will only be made to the account owned by the winner. Winner's must provide the correct details for their nominated bank account and they will not be compensated if incorrect details are provided

resulting in cash prizes being paid to the wrong account. Alternatively, winners can request a cheque be drawn, payable to the winner only.

- 5.7 If the specified prize becomes unavailable due to general unforeseen circumstances, the Promoter may substitute a prize of like or equal value, subject to state regulations.
- 5.8 If the specified prize becomes unavailable due to acts of terrorism or acts of god (IE earthquake – or other natural disaster). The Promoter and its associated promotional partners will not be liable for replacement of any prize.
- 5.9 If a prize comprises tickets or attendance at any function or event, the Promoter accepts no responsibility or liability in respect of the function or event. Should the function or event be cancelled, postponed or otherwise varied, including but not limited to by the substitution of the promoted performers, then the Promoter has no responsibility to provide alternate or substitute tickets or to provide any cash equivalent in substitute for the tickets. The winner will in all respects be bound by and comply with the terms and conditions applicable to such event or performance including but not limited to the requirements for responsible service of alcohol and the right of the Promoter, the organiser of such a function or event or their respective contractors or representatives the right to refuse the winner and/or any guests of the winner entry or service.
- 5.10 Where a prize includes backstage or other opportunities to meet performers or celebrities, all such opportunities are at the discretion of the relevant artist or celebrity and their management and the Promoter will not be responsible or liable in the event that such meet and greet opportunities do not take place and no replacement tickets, cash substitute or other compensation will be payable in any form by the Promoter in these circumstances.
- 5.11 If a prize includes attending an event where alcohol is served, then a winner and any accompanying guests must be 18 years of age or over and must carry with them at all times during such event valid photographic identification and must provide such proof of age for inspection on request.
- 5.12 If a prize comprises vouchers, then all vouchers will be subject to the terms and conditions of the provider of the vouchers and the expiry date specified by the provider of the voucher.
- 5.13 Unless otherwise specified, the class of travel for a travel prize incorporating an airfare is economy class.
- 5.14 Any prize comprising accommodation will be for accommodation costs only and does not include additional charges (such as mini bar, in-room entertainment, dry cleaning, room service or other additional charges) unless additional room service or other related charges are expressly stated to be included in the Schedule for the Promotion.
- 5.15 All prizes awarded are for the benefit of the entrant only unless otherwise specified in a Schedule for the Promotion and are non-transferable. Prizes must be used within the applicable time frames and dates specified for the purposes of the Promotion and may be subject to availability and school holiday or peak season exclusions.
- 5.16 Where a prizes includes travel, it is the responsibility of the winner to take out appropriate travel and related insurance at their own cost.
- 5.17 If a prize includes overseas travel then unless otherwise specified in a Schedule for the Promotion, the prize will exclude applicable Government taxes and charges. It is the responsibility of the entrant to ensure they and any accompanying persons hold valid passports and comply with all legal and regulatory requirements for the travel component of any prize. All travel is at the entrant's own risk and the Promoter accepts no liability or responsibility whatsoever in respect of loss or injury caused during such travel. Failure for any reason to utilise a prize comprising travel within the specified dates will result in the forfeiture of the prize.

- 5.18 The Promoter may at its absolute discretion withdraw or exclude any person from the Promotion or participation in any prize if that person at any time behaves in a manner which in the opinion of the Promoter or the staff contractors or representatives of the operator of any event comprising a prize in a Promotion is inappropriate or offensive or is or could be considered antisocial, dangerous or threatening or which may cause injury to themselves or any other person.
- 5.19 The decision of the Promoter will be final in determining the winner of each Promotion. This will include but not be limited to adjudicating on whether answers to quizzes are correct or otherwise and in the event of a tie or draw in a Promotion determining at its discretion which entrant shall be declared the winner.
- 5.20 If the Promoter becomes aware at any time, including after a winner has been announced, that an entrant has not complied with these Terms and Conditions or other terms and conditions of the Promotion, the entrant will have no entitlement to any prize and, as required by the Promoter, must return or repay the full value of any prize received.

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

- 6.1 Any entrant or winner participating in any activity for the purposes of the Promotion or in respect of any prize agrees to fully release and indemnify to the maximum extent permissible by law, the Promoter and Australian Radio Network and their respective contractors, employees, directors and officers in respect of any claim for accident, injury, property damage, financial loss or loss of life in connection with the entrant or winner's participation in the Promotion or prize.
- 6.2 The indemnity granted by each entrant and winner to the Promoter and Australian Radio Network and their respective contractors, employees, directors and officers pursuant to Clause 6.1 includes in respect of any cost, loss, expense, damage or liability whether direct or indirect or consequential, (present or future), and any fine or penalty incurred by the entrant or winner.
- 6.3 In respect of any prize comprising travel or any other activity, the winner expressly acknowledges that undertaking such travel or activity is at the winners own risk and sole discretion and that the winner will make their own assessment of the risks and of their own suitability to participate in or to undertake such activity or travel.
- 6.4 Each entrant and winner may at the discretion of the Promoter be required to execute a Deed of Indemnity & Release prior to their participation in a Promotion or prize in a form determined by the Promoter. The Promoter may deem an entrant ineligible to participate in a Promotion or ineligible to win a prize if they fail to provide such release or indemnity on request.
- 6.5 Unless otherwise specified in the applicable competition Schedule, winners may substitute a proxy to take part on their behalf – full details of proxy will need to be provided to the promoter prior to activity commencement. Such proxy to provide a release and indemnity in accordance with clause 6.1 and otherwise to be bound by the Terms and Conditions of the Promotion.
- 6.6 Where an entrant or winner is under the age of 18, their parent or guardian will be required to sign the necessary indemnity and consent forms in order for the entrant to participate in the Promotion or prize.

## **7. PRIZE COLLECTION:**

- 7.1 Prizes must be claimed in person unless the winner is advised otherwise by the Promoter. The winner will be required to provide photographic identification for the purposes of collecting the prize. The collection of prizes is the sole responsibility of the winner.
- 7.2 For cash prizes, photographic identification must be provided in person at least 5 business days in advance of the intended pick up date to enable cheques to be drawn. Photographic identification will also be required when collecting the prize.

- 7.3 Lost cheques will only be reissued within 6 months of their original issue date and only once.
- 7.4 A copy of the Terms and Conditions and/or a signed receipt and acknowledgement must be signed and endorsed by any winner to indicate his/her understanding and acceptance of these terms.
- 7.5 Prizes will only be awarded following winner validation and verification. The determination of the Promoter or such judges as are nominated by the Promoter are final and no correspondence will be entered into.
- 7.6 If a prize is mailed to an entrant by the Promoter the Promoter shall not be responsible for any replacement or compensation if the prize is lost or is delayed so that for example tickets arrive after their scheduled event. It is at the sole discretion of the Promoter whether or not to mail any prize.

## 8. **PUBLICITY:**

- 8.1 Each entrant consents to the content of their entry and any telephone entries or other call with the Promoter being recorded, broadcast and published online by the Promoter without payment.
- 8.2 If an entrant submits a photograph as part of a Promotion the entrant consents and hereby grants to the Promoter all rights necessary for the Promoter to edit and publish on its website the photograph at the Promoter's discretion and for other publicity purposes associated with the promotion of the Radio Station. The entrant warrants to the Promoter that all parties shown in the photograph have provided their consent for the purposes of the Promotion and that the photograph is in fact a photograph of the entrant where this is a requirement of the Promotion.
- 8.3 Acceptance of a prize constitutes permission for the Promoter to use winner's name, suburb of residence, recording of winner's voice, photos and likeness and filming for advertising and promotional purposes by the Promoter for broadcast by radio and for use on line without compensation, unless otherwise prohibited by law. The winners name will NOT be used or listed in any other form of media without the explicit and written permission of the winner.

## 9. **EXCLUSION OF LIABILITY:**

- 9.1 The Promoter takes no responsibility for the loss of prizes due to incorrect or imprecise delivery details provided by an entrant.
- 9.2 The Promoter makes no representations or warranties as to the quality, suitability or merchantability of any goods or services offered as prizes.
- 9.3 To the extent permitted by law, the Promoter is not liable for any loss suffered or sustained to personal property and including, but not limited to consequential (including economic) loss by reason of any act or omission, deliberate or negligent, by the Promoter, or its servants or agents, in connection with the arrangement for supply, or the supply, of any goods or services by any person to the prize winner(s) and, where applicable, to any persons accompanying the winners.
- 9.4 A winner (or his or her guests, parent or guardian as appropriate) may be required to sign and return any liability release provided by the Promoter and/or its contractors as a condition of the prize being awarded. Failure to return the signed releases and indemnities will result in the entitlement to the prize being forfeited and the selection of another winner.

## 10. **OWNERSHIP OF ENTRIES:**

- 10.1 All entries (whether in written, audio or visual form, or a combination of those) become and remain the property of the Promoter (subject to the limits contained in the Privacy Statement).

## 11. **DISQUALIFICATION:**

- 11.1 The Promoter is not responsible for lost, interrupted communications or unavailable network server or other connections, failed telephone, mid-delivery or computer transmissions or other errors of any kind, whether human, mechanical or electronic. For the avoidance of doubt, the Promoter is not responsible for technical delays associated with the IP delivery or the carriage service. Entrants in promotions that involve a cue to call may experience varying delays depending on their mode of reception.
- 11.2 The Promoter assumes no responsibility for any error, defect, delay, theft or unauthorised access to or alternation of entries. Subject to any written directions given under the applicable law, if for any reason, the Promotion is not capable of operating as planned, including infection by computer viruses, tampering, unauthorised intervention, fraud or any other causes beyond the control of the Promoter which corrupts or affects the administration, security, fairness, or proper conduct of the Promotion, then the Promoter reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Promotion.
- 11.3 The Promoter reserves the right, in its sole discretion, to disqualify any individual for:
- (a) tampering with the entry process, including exceeding any limitation on the numbers of entries, or any other process as determined by the Promoter that in any way affects the fairness of the promotion;
  - (b) tampering with the operation of the Promotion or any web site of the Promoter or associated with the Promotions;
  - (c) acting in violation of these Terms and Conditions; or
  - (d) acting in an unsportsmanlike or disruptive manner.
- 11.4 If an entrant selected as winner is found to be in breach of these Terms and Conditions a new winner may be selected and, in the event that the entrant in breach has been awarded a prize, the entrant may be required to return the prize or reimburse the value of the prize to the Promoter.
12. **TERMINATION:**
- 12.1 Subject to the regulatory requirements in each State or Territory, the Promoter may at its discretion vary the Terms and Conditions or terminate, vary the Terms of Conditions for Promotion or terminate entirely a promotion.
13. **PARTICIPATION:**
- 13.1 Participation in the Promotion constitutes the entrant's unconditional agreement to and acceptance of the Terms and Conditions. The Terms and Conditions may change from time to time. The entrant is responsible for ensuring his or her familiarity with the Terms and Conditions for the Promotions at the time of participation. The Promoter's decision not to enforce a specific restriction does not constitute a waiver of that restriction or of the Terms and Conditions Promotion generally.
14. **PRIVACY:**
- 14.1 All personal information submitted by any entrant for the purposes of a promotion will be governed in accordance with the Privacy Statement for the Promoter. Please refer to the Privacy Statement for a full description of our privacy policy.