

# Competition Terms & Conditions

These standard contest rules apply to all the Promoter's contests. They may be amended or varied from time to time by the station. Special rules may apply to particular contests, in which case an addendum to these rules will be made for that Contest. Please inquire at the station for any special rules for contests you wish to enter.

## **1. THE PROMOTER:**

Competitions are promoted by Radio Perth Pty Ltd, Level 1, 46 King Edward Road, Osborne Park, WA 6017 (A.C.N. 085 146 809).

## **2. WHO MAY ENTER:**

- You are ineligible to enter a competition if:

- (i) you are an employee of, or contractors to, the Promoter or any of its agencies involved with this competition; or
  - (ii) you are the spouse, de facto spouse, parent, natural or adopted child, and sibling (whether natural or adopted by a parent), of such employees and contractors (whether or not they live in the same household).
  - iii) you have won a prize/prizes from the Promoter or in any contest run by the Promoter in the prior 30 days.
  - iv) your spouse, de facto spouse, parent, natural or adopted child, and sibling (whether natural or adopted by a parent) have won a prize/prizes from the Promoter or in any contest run by the Promoter within the prior 30 days. Only one entry per household will be valid, first entry made will be taken as the valid entry.
  - v) you have been discovered to have used or attempted to use any more than one name on order to qualify to win any contest run by the Promoter except in the case of a legal change of name.
  - vi) you have won a prize valued at \$1,000 or more from the Promoter or in any contest run by the Promoter in the prior 90 days.
  - vii) you have won a prize valued at \$5,000 or more from the Promoter or in any contest run by the Promoter in the prior 12 months.
  - viii) you are an employee of any broadcast station within Western Australia.
  - ix) you have been an employee of the Promoter within the last 60 days.
- all contestants acknowledge that the Promoter can rely on Clause 2 and even if the Promoter only learns of a person's ineligibility after the Promoter has appeared to award the prize to the ineligible person. Return of the prize or payment of its value to the Promoter can be required by the Promoter if this occurs.

## **3. METHOD OF ENTRY**

- entry to individual contests can be either or all of the following: phone/coupon/fax/email/post. The correct method will be advised either on-air or in writing for individual competitions.
- all competitions will be promoted on either or all of the following mediums: radio/tv/print/internet/instore

## **4. NATURE & VALUE OF PRIZES:**

- various prizes on offer may include items such as CDs/videos/DVDs/movie

tickets/cash/dinners/concert tickets/goods/services, none of which exceed an individual value of \$1000.

- the total value of prizes awarded under this Blanket Permit will not exceed \$50,000.
- all prizes must be collected within 6 weeks from the date of winning. In the event a winner choosing not to collect their prize within that period forfeits any and all claims to such a prize – an alternate will not be offered.

- all prize items are valued inclusive of GST and the Promoter takes no responsibility for any variation in item values. Any taxes which may be payable as a consequence of a winner receiving the prize are the sole responsibility of that winner.

- prizes are non-transferable and may not be redeemed for cash. If the specified prize becomes unavailable due to unforeseen circumstances, the Promoter may substitute a prize of like or equal value. - - Unless otherwise specified, the class of travel for and travel prize incorporating an airfare is economy class.

- any tax payable as a result of a prize being awarded or received will be the winner's responsibility.

- in relation to prizes involving participation in any activity –

- a) the Promoter and its employees and agents will be fully released from and indemnified by winner in respect of any claim for accident, injury, property damage or loss of life in connection with winner's participation in the prize.

- b) winner may, at the option of station as precondition to entitlement to prize, and

- c) if a winner is under the age of 18, their parent/guardian will need to sign the indemnity and consent to winner's participation in prize.

## **5. PRIZE COLLECTION:**

- Prizes must be claimed in person unless winner is otherwise advised. ID which includes a photograph, will be required. The collection of prizes is the sole responsibility of the winner.

- Upon request by the Promoter a copy of the general contest rules 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.

- Prizes will only be awarded following winner validation and verification.

- The judges' decision is final and no correspondence will be entered into.

## **6. PUBLICITY:**

- Acceptance of a prize constitutes permission for the Promoter to use winner's name, suburb of residence, recording of winner's voice and likeness for advertising and promotional purposes without compensation, unless otherwise prohibited by law.

- By entering a competition, the entrant acknowledges and accepts that their contact details may be provided to a third party for promotional purposes.

## **7. EXCLUSION OF LIABILITY:**

- The Promoter takes no responsibility for the loss of prizes due to incorrect or imprecise delivery details provided by an entrant. The Promoter makes no representations or warranties as to the quality/suitability/merchantability of any of the goods/services offered as prizes. 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.

- A winner (or his or her guests/parent/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 a selection of another winner.

#### **8. OWNERSHIP OF ENTRIES:**

- 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).

- all winners names and contact details will be kept on record, including the prize value awarded to that person to ensure conditions of the Blanket Permit are met.

#### **9. DISQUALIFICATION:**

- 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.

- 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 competition 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 competition, then the –Promoter reserves the right, at its sole discretion, to cancel, terminate, modify or suspend this competition. The Promoter reserves the right, in its sole discretion, to disqualify any individual for:

- 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 competition or web site;

c) acting in violation of these terms and conditions;

d) acting in an unsportsmanlike or disruptive manner; or

- if an entrant selected as winner is found to be in breach of paragraphs 3 or 4 of these conditions of entry, 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.

#### **10. PARTICIPATION:**

- Participation in the competition constitutes the entrant's unconditional agreement to and acceptance of these General Competition Entry Rules. These rules may change from time to time. The Entrant is responsible for insuring his or her familiarity with the General Competition Entry Rules 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 General Competition Entry Rules generally.

-Where the Promoter has special contest conditions or rules in relation to a particular contest, then they will prevail to the extent of any inconsistency between those special conditions and these General Competition Entry Rules.

#### **11. METHOD OF ADVISING RESULTS OF DRAW**

The prize winner will be announced at the time of the draw live on-air.

All winners will be notified in writing within 7 days of winning their prize.