



<u>TERMS AND CONDITIONS</u> <u>SCHEDULE</u>	
<u>ITEM 1:</u> PROMOTION NAME	General 98five Sonshine FM competitions ("competition/s")
<u>ITEM 2:</u> PERMIT NUMBER	N/A
<u>ITEM 3:</u> PROMOTER	The promoter is (jointly and severally where applicable) Good News Broadcasters Inc. (ABN 94 206 357 094) trading as: Sonshine FM of Murray Street, Como WA 6152 (the "Promoter")
<u>ITEM 4:</u> WEBSITE	www.98five.com (the "website").
<u>ITEM 5:</u> PROMOTION REGISTRATION DATES AND TIMES	Registration as per instructions from a staff member of 98five Sonshine FM ("Registration Period"). The Promoter reserves the right to extend the Registration Period at its own discretion.
<u>ITEM 6:</u> PROMOTION CONTESTING DATES AND TIMES	N/A

<p><u>ITEM 7:</u> ENTRANT RESTRICTIONS</p>	<p>Entry is available to permanent residents of Western Australia.</p> <p>A person is ineligible to participate in a Competition and redeem any prizes if they have won a prize valued at \$500 or more in any competition run by the Promoter 6 months prior to their Entry in this Competition.</p> <p>Employees and their immediate families of 98five Sonshine FM and their associated agencies and companies, are not eligible to enter.</p> <p>Employees and the immediate families of all associated sponsors and participating companies are also ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether by natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.</p>
<p><u>ITEM 8:</u> METHOD OF ENTRY</p>	<p>During the Registration Period, 98five Sonshine FM will air promotions soliciting listeners to enter a competition and may require registering the following personal details:</p> <ul style="list-style-type: none"> (a) Name (b) Address (c) State (d) Postcode (e) Contact Telephone Number (f) Email Address
<p><u>ITEM 9:</u> JUDGING DETAILS</p>	<p>At the discretion of the Promoter according to the respective competitions.</p>
<p><u>ITEM 10:</u> DRAW DETAILS</p>	<p>The prize draw will be done in accordance with the respective competitions at either 98five Sonshine FM of Murray Street, Como WA 6152 or on location.</p>
<p><u>ITEM 11:</u> PRIZE DETAILS</p>	<p>According to the respective competitions.</p>
<p><u>ITEM 12:</u> PRIZE WINNER PUBLICATION DETAILS</p>	<p>Winners will be announced on-air or notified by email or phone according to the nature of the competition.</p>

<p><u>ITEM 13:</u> UNCLAIMED PRIZE DRAW DATE AND PUBLICATION DATE</p>	<p>For prizes that have been posted and returned with no forwarding address, and there is no further or current contact details for a 98five Sonshine FM staff member to repost, the prize will be forfeited immediately.</p> <p>For prizes to be picked up from 98five Sonshine FM of Murray Street, Como WA 6152, but not collected within 30 days of winning the Competition, the prize will be forfeited — unless a pick up extension time period has been arranged with a 98five Sonshine FM staff member.</p> <p>For time sensitive and perishable prizes, winners will be notified of an appropriate pick up timeframe otherwise the prize will be forfeited.</p>
<p><u>ITEM 14:</u> <u>OTHER CONDITIONS</u></p>	<p>98five Sonshine FM is not responsible for loss of prizes and external circumstances and third party suppliers outside of the Promoter's control.</p> <p>The Promoter reserves the right to amend and add to these Terms and Conditions at any time.</p> <p>A judge's decision is final.</p>

Terms and Conditions

1. INTRODUCTION

- 1.1 By submitting an entry into a 98five Sonshine FM Competition, entrants warrant that they have read, understood and agreed to be bound by these Terms and Conditions and the Terms and Conditions Schedule.
- 1.2 To the extent that there is any inconsistency between the Terms and Conditions Schedule and Terms and Conditions, the Terms and Conditions Schedule will prevail.
- 1.3 These Terms and Conditions can be collected at the reception desk of the participating station as listed in *Schedule Item 3: Promoter*, and can be downloaded from the website listed in *Schedule Item 4: Website*.

2. DURATION

- 2.1 Entry into a 98five Sonshine FM Competition will occur in accordance with *Schedule Item 5: Promotion Registration Dates and Times*.

3. ELIGIBILITY

- 3.1 Entrants must at all times comply with *Schedule Item 7: Entrant Restrictions*. Those entrants who have not complied with those requirements will be disqualified.
- 3.2 Employees and the immediate families of the Promoter and its related bodies corporate are ineligible to enter. Employees and the immediate families of all associated sponsors and participating companies are also ineligible to enter.
- 3.3 Entrants warrant that they are entering a 98five Sonshine FM Competition in a wholly private nature and are not entering on behalf of a business or enterprise activity in which they are involved.

4. METHOD OF ENTRY

- 4.1 Entrants may enter a 98five Sonshine FM Competition in accordance with *Schedule Item 8: Method of Entry*. Those entrants who have not complied with those requirements will be disqualified.
- 4.2 Inaudible, incomplete, incomprehensible or late entries (whichever is applicable) will not be eligible and will be disqualified. The Promoter reserves the right to disqualify any entry which in the opinion of the Promoter includes any content which may be unlawful, profane, inflammatory, defamatory and/or damaging to the good or reputation of the Promoter.
- 4.3 Any person who is discovered to have used or attempted to use more than one name in entering a 98five Sonshine FM Competition will be disqualified from participating in the Promotion and/or redeeming a prize, and may not be permitted to enter future competitions run by the Promoter.
- 4.4 Unless otherwise stated in these Terms and Conditions, no person may enter a 98five Sonshine FM Competition more than once and persons may not enter or participate in it on behalf of any third party.
- 4.5 All entrants acknowledge that the Promoter may rely on clauses 4.3 and 4.4 even after the Promoter has awarded or appeared to have awarded the prize to a person or after a person is announced as the prize winner. The Promoter reserves its rights to require return of the prize or payment of its value to the Promoter if this occurs.

- 4.6 Should an entrant's contact details change during the Promotion Period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.
- 4.7 Should an entrant be required to submit a third party's personal information, as a part of entry into or participation in a 98five Sonshine FM Competition, each entrant must ensure that any other person whose details have been provided by the entrant to the Promoter for the purposes of the entrant's participation in a 98five Sonshine FM Competition has given their implied or express consent for the details to be provided to the Promoter and any of its related bodies corporate and to be contacted by the Promoter or any of its related bodies corporate in relation to a 98five Sonshine FM Competition.
- 4.8 Should a 98five Sonshine FM Competition involve voting, the accuracy of the polling results received and published by the Promoter is final and binding and no correspondence will be entered into.

5. DRAW / JUDGING

- 5.1 If the prize is awarded by judging, the judging will take place in accordance with *Schedule Item 9: Judging Details*.
- 5.2 If the prize is awarded via a prize draw, the draw will take place in accordance with *Schedule Item 10: Draw Details*.
- 5.3 Subject to State Regulations, in the event that the Promoter becomes aware that the same person has been selected as a prize winner more than once, the Promoter will cause another name to be drawn/ selected in the place.

6. PRIZE(S)

- 6.1 All prizes are awarded in accordance with *Schedule Item 11: Prize Details*.
- 6.2 All prize values are the recommended retail value as provided by the supplier, are in Australian dollars and are correct at the time of printing. The Promoter takes no responsibility for variations in the prize value.
- 6.3 Should the prize include tickets to an event at which alcohol will be served ("the Event") the prize winner and each guest of a prize winner must be aged 18 years or over. Minors are not permitted to attend the Event. All prize winners and the guests must carry valid photo identification with them at all times during the Event.

6.4 If alcohol is made available as part of the prize at the Event, then this will be provided subject to the principles of Responsible Service of Alcohol as exercised by the staff and management of the premises at which the Event takes place. The premises, staff and management reserve the right to refuse service of alcohol to any prize winner or their accompanying guests should they be deemed to be intoxicated.

7. PRIZE CONDITIONS

7.1 The Promoter does not warrant the merchantability, suitability and/or fitness for purpose of any goods and/or services awarded as a prize.

7.2 No other costs will be included and all expenses (including, but not limited to, the costs of transport to and from a prize venue and meals), other than those specifically referred to in *Schedule Item 11: Prize Details*, will be at the cost of each winner and (if applicable) at the cost of their accompanying guest.

7.3 All prizes are subject to availability and are non transferable and non exchangeable, must be used on any dates specified in the Terms and Conditions by the Promoter and/or the prize provider, and are non redeemable for cash unless cash is specified. Specifically, prizes may not be valid during school holidays or other peak times designated by the prize supplier.

7.4 If a prize winner does not take any element of a prize at the time stipulated by the Promoter then that element of the prize will be forfeited by the winner and cash will not be awarded in lieu of that prize or any part of it.

7.5 It will be the responsibility of each winner and (if applicable) the responsibility of their accompanying guest to take out all relevant insurance (including but not limited to travel insurance) which may be required or prudent to be taken (at their own cost).

7.6 Where a prize involves a “meet and greet” element, the meet and greet with the celebrity/artists/public figure will be at the discretion of the celebrity/artist/public figure’s management and will at all times be subject to the availability of the celebrity/artist/public figure. The Promoter will not be liable for the failure of the winner and any accompanying guests to meet the celebrity/artist/public figure for whatever reason, and no cash tickets will be awarded in lieu of that element of the prize.

7.7 The Promoter reserves the right to exclude any persons from a 98five Sonshine FM Competition on the ground of their medical condition or history, for the safety of the Promoter's staff members or others or for any other reason, for example bringing the Promoter's brand into disrepute. The Promoter also reserves the right to disqualify contestants if:

- a) at any stage a contestant engages in, causes or incites physical violence (e.g. punching, slapping), inappropriate, illegal, unsociable or unsafe behaviour; and/or
- b) the safety of any of the Promoter's staff member is compromised.

7.8 The Promoter will not award the prize if a 98five Sonshine FM Competition is terminated for whatever reason.

8. NOTIFICATION

8.1 All prize winner(s) will be notified either:

- a) on air at the time of winning; or
- b) by telephone; or
- c) by post.

8.2 Details of prize winners will be published in accordance with *Schedule Item 12: Prize Winner Publication Details*, if applicable.

9. PRIZE COLLECTION

9.1 Prize winners will be required to collect their prize from the Promoter at the address listed in Item 3 of the Terms and Conditions Schedule unless otherwise informed by the Promoter at the time of winning, in accordance with the timeframe outlined in *Item 13 Unclaimed Prize Publication Date and Draw Date*. The Promoter reserves the right to request winners to provide proof of identity, proof of residency and/or proof of entry validity (for example, a phone bill or store receipt for purchase requirement) in order to claim a prize. Proof of identity, residency and/or entry validity considered suitable for verification is at the Promoter's discretion. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.

9.2 All prize winners must abide by these Terms and Conditions prescribed by the Promoter in order to receive their prize.

- 9.3 Entrants proposing to redeem prizes or participate in a 98five Sonshine FM Competition involving travel, stunts or challenges may, at the absolute discretion of the Promoter, first be required to:
- a) submit to a medical examination by a medical practitioner approved by the Promoter and obtain relevant medical clearance to participate in a 98five Sonshine FM Competition and/or redeem the prize; and/or
 - b) execute a Deed of Release and Indemnity in a form prescribed by the Promoter in order to participate further in a 98five Sonshine FM Competition and/or redeem the prize.

10. PRIZE AVAILABILITY

- 10.1 The Promoter will not be responsible or liable if for any reason beyond their reasonable control any element of any prize is not provided. The Promoter may, subject to State Regulations, substitute a different prize of equivalent value in place of any prize referred to in these terms and conditions.
- 10.2 The Promoter will not be responsible for any changes in times or dates, or the cancelling or rescheduling of events that may prevent the prize winner from redeeming the prize or any part of it.
- 10.3 Where the prize involves the winner's attendance at or tickets to an event, if any part of the event is cancelled, varied or rescheduled for any reason, then at the Promoter's discretion, the winner and any accompanying guests will forfeit all rights to attend the relevant event and no cash or alternative tickets will be awarded in lieu of that element of the prize.

11. TAXES

Any tax payable as a result of a prize being awarded or received will be the responsibility of the winner. Winners should seek independent financial advice prior to accepting a prize if this is a concern.

12. UNCLAIMED PRIZES

Prizes unclaimed are subject to *Item 13 Unclaimed Prize Publication Date and Draw Date and State Regulations.*

13. PUBLICITY MATERIALS

- 13.1 It is a condition of entry that the Promoter has the right to publicise, broadcast and communicate to the public the names, characters, likenesses or voices of any entrants for any promotion or matter incidental to a 98five Sonshine FM Competition.
- 13.2 Entrants consent to their entry being read out on air and/or to their telephone and other conversations with the Promoter being broadcast on air and communicated to the public on the website/s.
- 13.3 Entrants may be required by the Promoter to participate in photo, recording, video and/or film session(s) (the "publicity materials") and acknowledge that the Promoter has the right to use such publicity materials in any medium (including, without limitation, the internet) and in any reasonable manner it sees fit, unless that person advises the Promoter at the time of entering a 98five Sonshine FM Competition that he/she wishes to retain his/her anonymity.
- 13.4 Entrants also acknowledge that the publicity materials may be provided to the prize provider for the purposes of promotional display.

14. COPYRIGHT

By entering a 98five Sonshine FM Competition all entrants:

- a) assign to the Promoter all rights including present and future copyright in their entry and the publicity materials in all media (including, without limitation, the internet) and whether in existence now or created in the future.

15. RELEASE AND INDEMNITY

To the extent permitted by law, all entrants release from, and indemnify the Promoter against all liability, cost, loss or expense arising out of acceptance of any prize(s) or participation in a 98five Sonshine FM Competition including (but not limited to) loss of income, loss of opportunity, personal injury and damage to property, whether direct or consequential, foreseeable, due to some negligent act or omission or otherwise.

16. TAMPERING AND OTHER MATTERS

16.1 If for any reason a 98five Sonshine FM Competition is not capable of running as planned as a result of any (including but not limited to) technical failures, unauthorised intervention, computer virus, mobile phone failure, tampering, fraud or any other causes beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of a 98five Sonshine FM Competition, the Promoter reserves the right (subject to State Regulations) to cancel, terminate, modify or suspend a 98five Sonshine FM Competition and/or any draw/s or judging related to a 98five Sonshine FM Competition and/or to disqualify any individual who (whether directly or indirectly) causes the same.

16.2 The Promoter accepts no responsibility for any late, lost or misdirected entries including but not limited to electronic messages not received by the Promoter due to technical disruptions, network congestion or any other reason. The use of any automated entry software or any other mechanical or electronic means that permits any person to enter a 98five Sonshine FM Competition repeatedly is prohibited.

17. LINE DROP OUT AND INABILITY TO CONTACT

17.1 If in the course of a telephone call related to participation or entry in a 98five Sonshine FM Competition, the telephone line drops out or breaks up, the Promoter may proceed to another caller. In such event, the Promoter will not be responsible for the awarding of any prize to the caller whose line dropped out or broke up.

17.2 If a contestant or winner is not successfully contacted in a telephone call or attempted telephone call by the Promoter related to participation or entry in a 98five Sonshine FM Competition (including where a third party answers the telephone on the contestant or winner's behalf) that person will be disqualified and a replacement contestant or winner (whichever is applicable) will be selected by the Promoter.

18. LEAVE FOR PARTICIPATION

Obtaining time off work and/or study or related activities to participate in a 98five Sonshine FM Competition and/or a prize will be the sole and absolute responsibility of each contestant.

19. EXCLUSION OF PARTICIPANTS

The Promoter reserves the right to exclude any person from participating in a 98five Sonshine FM Competition or a prize for any reason (including but not limited to) that person's medical condition or history, the preservation of the safety of the Promoter's staff members or any other person or because the Promoter deems that the behaviour of a person may bring the Promoter's brand into disrepute.

20. MINORS

If the prize winner is under the age of 18 years these terms and conditions must be signed by the prize winner's parent or legal guardian before the prize is awarded and the prize may, at the absolute discretion of the Promoter, be awarded to the prize winner's parents or legal guardian.

21. TERMINATION OF PROMOTION

The Promoter may (subject to State Regulations) vary the terms of, or terminate, a 98five Sonshine FM Competition at any time at its absolute discretion without liability to any contestant or other person. The Promoter will not award the prize if a 98five Sonshine FM Competition is terminated.

22. DECISIONS FINAL

All decisions and actions of the Promoter relating to a 98five Sonshine FM Competition and/or redemption of the prizes are exercised accordingly at its absolute discretion and are final. No discussions or correspondence with entrants or any other person will be entered into.

23. FAILURE TO ENFORCE TERMS AND CONDITIONS

A failure by the Promoter to enforce anything in these terms and conditions in any instance(s) will not give rise to any claim or right of action by any other person or contestant.

24. PERSONAL INFORMATION AND PRIVACY

The personal information supplied by entrants when entering a 98five Sonshine FM Competition will be used by the Promoter in accordance with our Privacy Policy and these Terms and Conditions. Please refer to the Privacy Policy at <http://98five.com/wp-content/uploads/2015/10/Privacy-Policy-Sept-2012.pdf> for more information as entry in a 98five Sonshine FM Competition is an agreement to the terms of that Policy. All entrants may have their details removed from the Promoter's database by simply contacting the Promoter or by sending an email to unsubscribe@98five.com. If details are removed prior to the conclusion of a 98five Sonshine FM Competition and/or award of prize(s), entrants will forfeit their right to claim any prizes.

25. OVERSEAS TRIP PRIZES

Where the prize or participation in a 98five Sonshine FM Competition includes overseas travel:

- a) the prize does not include airport departure or government taxes. These must be paid by the winner and their accompanying traveller (where applicable);
- b) the winner and their accompanying traveller (if applicable) must have and maintain valid passports endorsed with all relevant visas and with expiry dates that are no less than six months later than the proposed dates of travel. These passports, and their holders, must not be subject to any restrictions on their rights to travel to and from the applicable country or countries;
- c) it is the responsibility of the winner and their accompanying traveller (if applicable) to check any travel advisories issued by the Australian Department of Foreign Affairs and Trade and to determine whether or not they will redeem the prize;
- d) The Promoter will not be responsible for any loss or damage suffered by any contestant and/or their accompanying traveller (if applicable) arising out of a failure by the contestant and/or their accompanying traveller to follow any travel advisories issued by the Australian Department of Foreign Affairs and Trade;
- e) The Promoter will not be liable or responsible for any loss or damage suffered by a prize winner or their accompanying traveller (if applicable) should any prize winner or their accompanying traveller (if applicable) not redeem a prize as a result of any such travel warning or advisory applying to a country and/or countries the subject of the prize. For the avoidance of doubt, nothing in these Terms and Conditions requires the Promoter to substitute a different prize or prize of equivalent value should a travel warning or advisory apply to a country and/or countries in relation to a prize, and the prize winner and/or their accompanying traveller (if applicable) do not redeem the prize as a result; and

- f) To the United States of America, the prize winner and their accompanying traveller (if applicable) will be required to apply for an Electronic System for Travel Authorisation (ESTA). Applications must be submitted no later than three days prior to the departure date. Should this form not be lodged by both the winner and their accompanying traveller (if applicable) within this time, they will be ineligible to enter the United States of America and will therefore forfeit the prize.