



TERMS AND CONDITIONS
SCHEDULE

ITEM 1: PROMOTION NAME	The Great Aussie Getaway
ITEM 2: PERMIT NUMBER	N/A
ITEM 3: PROMOTER	<p>The promoter is (jointly and severally where applicable) Good News Broadcasters Inc. (ABN 94 206 357 094) trading as:</p> <p>Sonshine FM of 177 Murray Street, Como WA 6152</p> <p>(the "Promoter")</p>
ITEM 4: WEBSITE	<p>www.98five.com</p> <p>(the "website").</p>
ITEM 5: PROMOTION REGISTRATION DATES AND TIMES	<p>Registration will open at 6.00 am on Monday 22/10/2018 and will close at 5.00 pm on Thursday 8/10/2018. ("Registration Period").</p> <p>The Promoter reserves the right to extend the Registration Period at its own discretion.</p>
ITEM 6: PROMOTION CONTESTING DATES AND TIMES	AS ABOVE
ITEM 7: ENTRANT RESTRICTIONS	<p>Entry is available to permanent residents of Western Australia. Entrants must be aged 18 years and over.</p> <p>A person is ineligible to participate in the 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. 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 the Competition by registering their details at the website including the following information:</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>The draw will be a random draw.</p>
<p><u>ITEM 10:</u> DRAW DETAILS</p>	<p>The prize draw will take place at 8.00 am Friday 9/10/2018 at 98five Sonshine FM of Murray Street, Como WA 6152.</p> <p>The draw will be a random draw. The first eligible entry drawn will be awarded the major prize. The second and third eligible entries drawn will be awarded the minor prizes.</p>
<p><u>ITEM 11:</u> PRIZE DETAILS</p>	<p>There will be one (1) major prize to be won. The major prize consists of travel and holiday pack to Tasmania be advised by travel agent and shall not exceed \$3,500.00 Major prize must be redeemed by 9/10/2019. Total value of the major prize: \$3500.00</p> <p>There will be two (2) minor prizes to be won. Each minor prize consists 1 x \$500 VISA Debit card.</p>
<p><u>ITEM 12:</u> PRIZE WINNER PUBLICATION DETAILS</p>	<p>We will attempt to advise the winner of the prize drawn on Friday 9/10/2018 by telephone.</p>
<p><u>ITEM 13:</u> UNCLAIMED PRIZE DRAW DATE AND PUBLICATION DATE</p>	<p>N/A</p>
<p><u>ITEM 14:</u> <u>OTHER CONDITIONS</u></p>	<p>98five Sonshine FM are not liable for any additional costs incurred whilst redeeming the holiday that are not already detailed in the terms and conditions.</p>



Terms and Conditions

1. INTRODUCTION

- 1.1 By submitting an entry into this Promotion, 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 *Item 3: Promoter*, and can be downloaded from the website listed in *Item 4: Website*.

2. DURATION

- 2.1 Entry into this Promotion will occur in accordance with *Item 5: Promotion Registration Dates and Times* and *Item 6: Promotion Contesting Dates and Times*.

3. ELIGIBILITY

- 3.1 Entrants must at all times comply with *Item 7: Entrant Restrictions*. Those entrants who have not complied with *Item 7: Entrant Restrictions* 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 this Promotion 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 this Promotion in accordance with *Item 8: Method of Entry*. Those entrants who have not complied with *Item 8: Method of Entry* 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 the Promotion will be disqualified from participating in the Promotion and/or redeeming a prize.
- 4.4 Unless otherwise stated in these Terms and Conditions, no person may enter the Promotion 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 this Promotion, 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 the Promotion 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 this Promotion.
- 4.8 Should the Promotion 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 *Item 9: Judging Details*.
- 5.2 If the prize is awarded via a prize draw, the draw will take place in accordance with *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 *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 *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 the Promotion 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, unsocial 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 the Promotion 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;
 - b) by telephone
 - c) by post.
- 8.2 Details of prize winners will be published in accordance with *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. 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 sign these terms and conditions in a form prescribed by the Promoter in order to receive their prize.
- 9.3 Entrants proposing to redeem prizes or participate in the Promotion 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 the Promotion 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 the Promotion 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 after a period of three months will be forfeited subject to 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 the Promotion.
- 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 the Promotion 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 this Promotion 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 the Promotion 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 this Promotion is not capable of running as planned as a result of any (including but not limited to) technical failures, unauthorized 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 this Promotion, the Promoter reserves the right (subject to State Regulations) to cancel, terminate, modify or suspend the Promotion and/or any draw/s or judging related to this Promotion 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 the Promotion 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 the Promotion, 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 the Promotion (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 the Promotion 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 the Promotion 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, this Promotion at any time at its absolute discretion without liability to any contestant or other person. The Promoter will not award the prize if the Promotion is terminated.

22. DECISIONS FINAL

All decisions and actions of the Promoter relating to the Promotion 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 this Promotion will be used by the Promoter in accordance with our Privacy Policy. Please refer to the Privacy Policy www.98five.com/privacy/ for more information as entry in this Promotion is an agreement to be bound by 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 reception@98five.com. If details are removed prior to the conclusion of the Promotion and/or award of prize(s), entrants will forfeit their right to claim any prizes.